



11 December 2019

# Contract of Sale

Stage 2 (land only), 46 – 50 Bayview Road, Officer

Lot No.:

**on proposed Plan of  
Subdivision PS836044S**

#### **Important notices to Purchasers of 'Off the Plan' Properties**

- The Purchaser may negotiate with the Vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which the Purchaser signs the contract of sale and the day on which the Purchaser becomes the registered proprietor of the lot.
- The value of the lot may change between the day on which the Purchaser signs the contract for the sale of that lot and the day on which the Purchaser becomes the registered proprietor.

**CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE**

**Property address:** See Particulars of Sale

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; and
- Vendor’s Statement

and in that order of priority.

The Vendor’s Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this contract.

**IMPORTANT NOTICE TO PURCHASERS**

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

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

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

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

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

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

The authority of a person signing—

- under power of attorney; or
- as director of a corporation; or
- as an 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**

*See execution page*

on \_\_\_\_\_ / \_\_\_\_\_ /20

print name of person signing \_\_\_\_\_

state nature of authority if applicable (e.g. ‘director’, ‘attorney under power of attorney’)

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

**SIGNED BY THE VENDOR**

*See execution page*

on \_\_\_\_\_ / \_\_\_\_\_ /20

print name of person signing \_\_\_\_\_

state nature of authority if applicable (e.g. ‘director’, ‘attorney under power of attorney’)

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

## Particulars of Sale

**Seller's Estate  
Agent**

Core Projects of 182 Coventry Street, South Melbourne VIC 3205	ACN
E-mail: <a href="mailto:nhay@coreprojects.com.au">nhay@coreprojects.com.au</a>	Phone: 1300 135 819 Fax:
E-mail: <a href="mailto:lcraven@coreprojects.com.au">lcraven@coreprojects.com.au</a>	Ref:

**Seller's Solicitor**

<b>Corrs Chambers Westgarth</b> of Level 25, 567 Collins Street, Melbourne, Victoria 3000	ABN 89 690 832 091
E-mail: <a href="mailto:katherine.hogan@corrs.com.au">katherine.hogan@corrs.com.au</a>	Phone: (03) 9672 3348 Fax: (03) 9672 3010
	Ref: DE/KH 9143456

**Buyer's Solicitor**

	ABN
of	
E-mail:	Phone: Fax:
	Ref:

**Seller**

AVID Property Group Nominees Pty Ltd as trustee for Officer Property Unit Trust ABN 52 475 844 301 of Level 35, 259 George Street Sydney NSW 2000	ACN 088 212 631
---	-----------------

**Buyer**

	ABN
of	
E-mail:	Phone: Mobile:
	Ref: Fax:

**Buyer ID**

Drivers Licence <input type="checkbox"/>	Passport <input type="checkbox"/>	Other <input type="checkbox"/> .....
--	-----------------------------------	--------------------------------------

**Buyer's FIRB  
Declaration**

Are you a Foreign Person for the purposes of the FATA Act?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Land**

Lot \_\_\_\_\_ on proposed plan of subdivision no. PS836044S being part of the land in certificates of titles volume 8314 folio 112, volume 9542 folio 679 and volume 9535 folio 202 being part of Stage 2, 46 – 50 Bayview Road, Officer, Victoria

**Goods**

Nil

**Price**

\$

**Deposit**

\$  
  
The Purchaser has paid \$\_\_\_\_\_. The Balance of the Deposit is payable within \_\_\_\_ days of the Day of Sale.

**Balance**

\$

**GST**

The Price includes GST (if any) unless the words 'plus GST' appear in this box:  
-----  
  
If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:  
-----  
  
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:  
Margin Scheme

**Deposit**

The Buyer will pay the Deposit by cheque or EFT.

**Settlement Due Date**

(a) If at the Contract Date there is not a Title, the later of:  
(i) the date specified as the settlement date in the Settlement Notice being **14 days** after the date the Settlement Notice is given to the Buyer; and  
(ii) the date that is **35 days** after the Contract Date; or  
(b) If at the Contract Date there is a Title, the date that is **35 days** after the Contract Date.



**Special  
Conditions**

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

**special conditions**

**Contract Date**

The date on which both parties have signed this Contract

# IMPORTANT NOTICE – PAYMENT OF THE DEPOSIT

The Deposit must be paid in Australian dollars to:

**Account Name: Corrs Chambers Westgarth Trust Account**

**Bank: Westpac Banking Corporation**

**BSB: 033-340**

**Account Number: 27-1035**

**Reference: [insert Lot] S2 OFF**

**For Deposits made outside Australia, the Westpac Bank Swift code is WPACAU2S**

## **Cash Deposits:**

1. All Deposits (\$AUD only) are to be remitted to the Seller's Solicitor to be held in accordance with the Sale of Land Act.
2. All deposit transfers must include the reference "[insert lot] S2 OFF" and a copy of the bank receipt must be emailed to evelyn.chard@corrs.com.au
3. Cheque/s must be made payable to "Corrs Chambers Westgarth Trust Account".
4. Tax File Number of the Purchaser/s must be provided to avoid withholding tax being deducted.

## **Bank Guarantees:**

1. If the Seller accepts a Bank Guarantee, it must be delivered to the Seller's Solicitor to be held in accordance with the Sale of Land Act.
2. The Bank Guarantee must be an unconditional and irrevocable guarantee or undertaking by an Australian trading bank with a branch in Melbourne to pay money to the Seller's Solicitor:
  - a. without reference to the Purchaser
  - b. with an expiry date (if any) at least 30 days after the Sunset Date;
  - c. describe the purpose as "The deposit (or part thereof) for the purchase of Lot [insert] on plan of subdivision no. PS836044S Stage No. 2 being part of the land comprised in certificates of titles volume 8314 folio 112, volume 9542 folio 679 and volume 9535 folio 202"; and
  - d. in a form satisfactory to the Seller including that the Bank Guarantee must be made in favour of "The Partners of the firm trading as Corrs Chambers Westgarth".
3. If the Seller's Solicitor does not approve the form of the Bank Guarantee, you will be required to provide a replacement Bank Guarantee at your own cost. The original Bank Guarantee will not be returned until the replacement Bank Guarantee is provided.

Due to trust accounting regulations, the Seller's Solicitor is unable to issue trust receipts until the above information / documents are provided.

# Signing page

Signed by the Seller on \_\_\_\_\_ 2019

**Executed** on behalf of AVID Property Group Nominees Pty Ltd by its attorneys under a Power of Attorney dated 17 August 2016 who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of

\_\_\_\_\_  
Signature of Witness ←

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Signature of Attorney ←

\_\_\_\_\_  
Name of Attorney (print)

\_\_\_\_\_  
Signature of Attorney ←

\_\_\_\_\_  
Name of Attorney (print)

**Executed** on behalf of AVID Property Group Nominees Pty Ltd by its attorney under a Power of Attorney dated 11 March 2019 who declares that he/she has not received any notice of the revocation of that Power of Attorney in the presence of

\_\_\_\_\_  
Signature of Witness ←

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Signature of Attorney ←

\_\_\_\_\_  
Name of Attorney (print)



**Execution by the Buyer – if a company with more than one director**

**Executed by the Buyer** )  
 )  
 )  
in accordance with section 127(1) of the )  
*Corporations Act 2001 (Cth)* )  
 )

**x** [Redacted Signature]

.....  
Company Secretary/Director

[Redacted Name]

.....  
Name of Company Secretary/Director  
(print)

**x** [Redacted Signature]

.....  
Director

[Redacted Name]

.....  
Name of Director (print)

**Execution by the Buyer – if a company with a sole director and sole company secretary**

**Executed by the Buyer** )  
 )  
 )  
in accordance with section 127(1) of the )  
*Corporations Act 2001 (Cth)* )  
 )

**x** [Redacted Signature]

.....  
Sole Director and Sole Company  
Secretary

[Redacted Name]

.....  
Name of Sole Director and Sole  
Company Secretary (print)



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# Annexure A

## General Conditions

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

### 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~~ the Title Encumbrances; and
  - (b) any reservations, exceptions, conditions and restrictions (if any) in the crown grant; ~~and~~
  - (c) any lease referred to in the particulars of sale;
  - (d) the provisions of any agreement which the Seller may be required to enter into with any Authority in relation to the Plan including but not limited to an agreement under Section 173 of the Planning and Environment Act 1987 (Vic);
  - (e) the requirements of any planning permit or approval affecting the Property; and
  - (f) the Additional Restrictions.
- 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** save for any amendments to these general conditions with deletions struck-through and additions underlined.
- 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. will~~ at Settlement be the holder of an unencumbered estate in fee simple in the Property, subject to those encumbrances and interests described in General Condition 1.1 and otherwise disclosed in the Special Conditions; and

- (b) is under no legal disability that would prevent it from complying with its obligations under this contract; and
- ~~(e) is in possession of the land, either personally or through a tenant; and~~
- ~~(d)~~(c) 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)~~(d) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- ~~(f)~~(e) 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; or
- (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 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. Not used. 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. Not used. 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 interest 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 general condition 7.2, the purchaser must—~~

- ~~(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and~~
- ~~(b) keep the date of birth of the vendor secure and confidential.~~

~~7.4 The vendor must ensure that at or before settlement, the purchaser receives—~~

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

~~7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—~~

- ~~(a) that—~~
  - ~~(i) the purchaser intends to use predominately for personal, domestic or household purposes; and~~
  - ~~(ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or~~
- ~~(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.~~

~~7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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 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~~
- ~~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 used in general 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning on general condition 7 unless the context requires otherwise.~~
- 8. Not used. 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. Not used. 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 10.1, 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 that are reasonably the responsibility of the vendor to enable the purchaser to become

the registered proprietor of the property; 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 at the offices of the vendor's legal practitioner or any other place nominated by them in Australia between the hours of 10.00 a.m. and ~~4.00~~ 3.00 p.m. unless the parties agree otherwise.

## 11. Payment

11.1 The purchaser must pay the deposit:

- ~~(a) to the vendor's licensed estate agent; or~~
- ~~(b)~~ (a) 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~~ must 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 section 9(3) of the **Banking Act 1959** (Cth) is in force.

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

~~institution, the vendor must reimburse the purchaser for the fees incurred.~~

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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. ~~Not used.~~ 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 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~~
- ~~'GST' includes penalties and interest.~~
- 14. Not used. 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. Not used. 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. Not used. 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 prepaid post; or~~
  - ~~(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or~~
  - ~~(d) by email.~~
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Not used. Nominee**
- The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the



purchaser in the case of a default by a proprietary limited company purchaser.

**20. ~~Not used. 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. This general condition 21 does not apply to a notice, order, demand or levy which reasonably applies to the vendor's obligation to Register the Plan.

**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. ~~Not used. 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.
- (c) Without limiting any other right of the vendor, if the vendor issues a default notice under general condition 27, the vendor can at any time before expiration of the notice, revoke the notice by serving a notice to that effect.

##### 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 these amounts are a charge on the land until payment; and~~
- ~~(c)~~(b) 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.

# Annexure B

## Special Conditions

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Contract:

**Additional Restrictions**

Includes all easements, encumbrances, rights, privileges, restrictions on use and covenants (including any draft restrictions and covenants included in the Disclosure Material), dedications of land, agreements (including, if the Relevant State is Victoria, the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic)), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development and which are:

- (a) required by an Authority;
- (b) required by a condition or an approval of an Authority; or
- (c) reasonably and properly required for the Development.

**Approval**

Any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development.

**Authority**

Any government, local government, semi-government, statutory or planning authority, including the Titles Office and the Council.

**Bank Guarantee**

An unconditional and irrevocable guarantee or undertaking by an Australian trading bank with a branch in Melbourne to pay money to the Seller's Solicitor:

- (a) without reference to the Buyer;
- (b) with an expiry date (if any) at least 30 days after the Sunset Date;
- (c) describe the purpose as "The deposit (or part thereof) for the purchase of Lot [#] on plan of subdivision no. PS836044S Stage No. 2 being part of the land comprised in certificates of titles volume 8314 folio 112, volume 9542 folio 679 and volume 9535 folio 202"; and

in a form satisfactory to the Seller including that the Bank Guarantee must be made in favour of The Partners of the firm trading as Corrs Chambers Westgarth.

**Bank Guarantor**

The bank giving the Bank Guarantee.

<b>Builder</b>	Builder(s) appointed by the Seller from time to time in relation to the Development (or part of the Development).
<b>Business Day</b>	Any day other than: (a) a Saturday or Sunday; (b) a public holiday in the capital city of the Relevant State; or (c) a day in the period 24 December to 2 January (inclusive).
<b>Buyer Claim</b>	Making any requisition, claiming compensation from the Seller, claiming a reduction in the Purchase Price, seeking to delay or extend Settlement, seeking to be discharged from the purchase of the Land or attempting to rescind or terminate this Contract.
<b>Certificate of Occupancy</b>	A certificate of occupancy issued under the <i>Building Act 1993</i> (Vic).
<b>Claim</b>	Any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
<b>Commissioner</b>	The meaning given to that term in the TA Act.
<b>Commissioner of State Revenue</b>	The commissioner of state revenue under the <i>Duties Act 2000</i> (Vic).
<b>Contract Date</b>	The date of this Contract as inserted in the Particulars being the date on which both parties have signed this Contract.
<b>Council</b>	The local or municipal council or government with jurisdiction over the Parent Parcel.
<b>Default Interest Rate</b>	12% per annum.
<b>Design Guidelines</b>	The building design guidelines attached to this Contract, included in the Disclosure Material and any revised guidelines advised by the Seller to the Buyer from time to time.
<b>Development</b>	The residential estate of which the Property forms part, being developed by the Seller on the Development Site.
<b>Development Site</b>	All land including: (a) the Parent Parcel; (b) any land identified on the Plan; and (c) any land adjoining or near that land, on which the Seller and its contractors and consultants are undertaking or intend to undertake development activities as part of the Development.
<b>Disclosure Material</b>	This Contract, including all material attached to this Contract (in addition to that attached in <b>Annexure G</b> ), the Disclosure Statement (where applicable under the Governing Act), the

	<p>Design Guidelines and any other material given to the Buyer by the Seller and which is identified in writing by the Seller as Disclosure Material for the purposes of this Contract.</p>
<b>Disclosure Statement</b>	<p>A disclosure statement and associated materials relating to the Land given by the Seller to the Buyer before the Buyer entered into this Contract, if required under the Governing Act.</p>
<b>ELN</b>	<p>The Electronic Lodgement Network (as defined in the ECNL).</p>
<b>FATA Act</b>	<p>The <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth), the <i>Foreign Acquisitions and Takeovers Regulations 2015</i> (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (<a href="http://www.firb.gov.au">www.firb.gov.au</a>) from time to time.</p>
<b>FIRB Approval</b>	<p>A no objection notification, made by or on behalf of the Treasurer under the FATA Act and stating that the Commonwealth Government does not object to the transactions contemplated by this Contract, either unconditionally or subject to conditions.</p>
<b>Foreign Person</b>	<p>The meaning given to that term in the FATA Act.</p>
<b>Governing Act</b>	<p>(a) If the Relevant State is Queensland, the <i>Land Sales Act 1984</i> (Qld);</p> <p>(b) if the Relevant State is New South Wales, the <i>Conveyancing Act 1919</i> (NSW); and</p> <p>(c) if the Relevant State is Victoria, the <i>Sale of Land Act 1962</i> (Vic).</p>
<b>Guarantor</b>	<p>All the directors of the Buyer.</p>
<b>House</b>	<p>A residential dwelling and ancillary fencing and landscaping which meets all requirements of the Design Guidelines, including obtaining the approval of the Seller or its nominee to the relevant plans and specifications.</p>
<b>Land</b>	<p>The parcel of land sold under this Contract, as identified in the Particulars.</p>
<b>Online Duties Form</b>	<p>The digital form introduced and imposed by the State Revenue Office for the purpose of assessment of duty on transfers of land.</p>
<b>Outgoings</b>	<p>All outgoings, costs and expenses in respect of the Property and includes Rates and land tax.</p>
<b>Parent Parcel</b>	<p>The larger parcel (or parcels) of land identified on the Plan as:</p> <p>(a) if at the Contract Date there is not a Title, the underlying land from which the Land will be ultimately subdivided; and</p> <p>(b) if at the Contract Date there is a Title, the underlying land which was subdivided to create, amongst other land, the Land.</p>
<b>Particulars</b>	<p>The information schedule at the front of this Contract which forms part of the Standard Form, which has been completed to include details about the sale of the Property.</p>

<b>Personal Information</b>	All personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller or on its behalf whether prior to or after the date of this Contract.
<b>Plan</b>	(a) If at the Contract Date there is not a Title, a plan of subdivision generally in the form of the proposed plan (as amended, varied or otherwise affected from time to time in accordance with the Contract) attached to this Contract as <b>Annexure C</b> ; and  (b) if at the Contract Date there is a Title, the Registered Plan attached to this Contract as <b>Annexure C</b> .
<b>Privacy Act</b>	The <i>Privacy Act 1988</i> (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under that Act, as amended from time to time.
<b>Property</b>	The Land and all improvements, fixtures and inclusions on the Land, but does not include any item that is identified in the Particulars as being excluded from sale.
<b>Property Service</b>	Any water supply, sewerage, drainage, gas, electricity, telecommunications (including the national broadband network) or other service and, where the context permits, includes all infrastructure, machinery and installations for the conveyance, support, operation, protection and maintenance of supply of a service.
<b>Purchase Price</b>	The price to be paid for the Property as specified in the Particulars.
<b>Rates</b>	All rates and charges by any competent Authority and includes Council rates, water rates and fire service levies.
<b>Registered Plan</b>	The Plan (as amended, varied or otherwise affected from time to time in accordance with this Contract) as registered at the Titles Office.
<b>Related Body Corporate</b>	The meaning given to it in the <i>Corporations Act 2001</i> (Cth).
<b>Relevant State</b>	The State in which the Parent Parcel is located.
<b>Required Rating</b>	Either:  (a) a financial strength rating of A1 or higher from Moody's Investor Services Inc (a corporation organised and existing under the laws of the State of Delaware in the United States of America); or  (b) a financial strength rating of A+ or higher from Standard and Poor's (Australia) Pty Limited (a company incorporated in Victoria).
<b>Sale or Sell</b>	Includes a sale, agreement to sell, the granting of an option or a transfer or any similar agreement or structure.

<b>Sale of Land Act</b>	The <i>Sale of Land Act 1962</i> (Vic).
<b>Security Interest</b>	Has the meaning given to that term in the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Service</b>	Any water supply, gas supply, electricity supply, sewerage and telecommunications (including the national broadband network) .
<b>Settlement</b>	Completion in accordance with this Contract.
<b>Settlement Date</b>	The date on which Settlement takes place.
<b>Settlement Due Date</b>	The date set out in the Settlement Due Date panel in the Particulars of Sale being the date on which Settlement is due to occur.
<b>Settlement Notice</b>	Is a notice given by the Seller to the Buyer that the Plan creating the Land has been registered by the Titles Office.
<b>Site</b>	All the land in the residential neighbourhood development undertaken by the Seller currently referred to as the Officer development at 46-50 Bayview Road, Officer, Victoria.
<b>Site Conditions</b>	Physical conditions on, above, below or about the Land or its surroundings, including natural and artificial conditions, geo-technical and sub-surface conditions, any latent or patent defect, contamination or the existence of any hazardous substances or things and the location and capacity of Property Services, whether or not they could reasonably have been anticipated at the Contract Date or at any other time.
<b>Solicitor</b>	Where appearing in the Particulars or these Special Conditions includes a legal representative or other party nominated as acting for the Seller or the Buyer (as the case may be).
<b>Special Conditions</b>	The special conditions contained in this <b>Annexure A</b> to this Contract.
<b>Standard Form</b>	The general conditions 1 to 28 (inclusive) as were formerly contained in Part 2 of the standard form of contract prescribed by the <i>Estate Agents (Contracts) Regulations 2008</i> (Vic) prior to their revocation on 11 August 2018 (as reproduced at the beginning of this Contract with deletions struck-through and additions underlined).
<b>Sunset Date</b>	The date which is 24 months after the Contract Date.
<b>Title</b>	A separate freehold title for the Land issued by the Titles Office.
<b>Title Encumbrances</b>	All encumbrances (other than mortgages) which are: (a) registered on the title of: (i) if at the Contract Date there is not a Title, the Parent Parcel at the Contract Date; or (ii) if at the Contract Date there is a Title, the Land at the Contract Date;

- (b) disclosed or identified on the Plan, including any restrictions on the use of land;
- (c) arising by operation of any statute in respect of the Land;
- (d) identified or disclosed in the Disclosure Material; or
- (e) registered in respect of the Land in accordance with this Contract.

**Titles Office**                      The Land Titles Registry or Office in the Relevant State.

## 1.2 Interpretation

The following rules of interpretation apply to this Contract unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, trust, successors, substitutes (including persons taking by novation) and assigns;
- (c) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) subject to **Special Condition 1.3**, if a word or phrase is defined in the Standard Form:
  - (i) it has the same meaning in these Special Conditions, unless the term is defined differently in these Special Conditions; and
  - (ii) if it can be used interchangeably with a term used in these Special Conditions, the term used in these Special Conditions has the same meaning as that other term, including for example:
    - (A) Seller means Vendor;
    - (B) Buyer means Purchaser;
    - (C) Settlement means Completion;
    - (D) Deposit Holder means Stakeholder;
    - (E) Settlement Date means Completion Date and Date for Completion;
    - (F) Contract Date means Day of Sale; and
    - (G) vice versa in each case;
- (f) the Standard Form is reproduced in this Contract with amendments to these General Conditions being depicted by strike-throughs if they are deletions and underlining if they are additions;



- (g) headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract;
- (h) a reference to a status, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to a '\$' or 'dollar' is to Australian currency; and
- (l) the obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

### **1.3 Order of Precedence**

The Buyer and the Seller agree that if there is:

- (a) any conflict or inconsistency arising between these Special Conditions, the Design Guidelines, the Particulars and the Standard Form, the ranking in priority will be as follows:
  - (i) first these Special Conditions;
  - (ii) second the Standard Form;
  - (iii) third the Particulars; and
  - (iv) fourth the Design Guidelines; or
- (b) any conflict or inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of the conflict or inconsistency, the provisions of any other Special Condition will prevail and have priority over this Special Condition.

### **1.4 Business Days**

If anything is required to be done on a day that is not a Business Day, it must be done on the next Business Day.

## **2 Representations, Warranties and Acknowledgments**

### **2.1 Disclosure Material/Statement acknowledgement**

The Buyer acknowledges receiving the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement in respect of the Property in compliance with the applicable requirements of the Governing Act before entering into this Contract.

### **2.2 Representations and warranties**

- (a) This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.
- (b) The Buyer represents and warrants to the Seller that:
  - (i) the Buyer has inspected the Property;

- (ii) unless otherwise stated in this Contract, the Buyer has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty made by or on behalf of the Seller in respect of any matters relating to the Property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may affect the Property, including:
  - (A) its suitability for any use (including any restrictions applying to that use);
  - (B) the Site Conditions;
  - (C) any financial return or income likely to be derived from it;
  - (D) any market analysis, estimate, opinion or other statement, comment or prediction as to the future; and
  - (E) any Property Service or proposed Property Service to the Property, being a joint Property Service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any Property Service passing through the Property; and
- (iii) the Buyer relies on the Buyer's own enquiries in relation to all matters affecting the Property, whether or not disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.
- (c) No warranty or representation is made by or on behalf of the Seller as to the accuracy or completeness of the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.
- (d) Without limitation to any other provision in this Contract, the Buyer confirms, warrants and acknowledges to the Seller that:
  - (i) the Buyer has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract;
  - (ii) any material or information provided or made available by or on behalf of the Seller has been provided for the purpose of assisting the Buyer in determining the direction of its own independent enquiries into, and independent assessments of, the Property;
  - (iii) prior to entering into this Contract, the Buyer has satisfied itself with respect to all matters relating to or arising out of those investigations and enquiries and has relied entirely upon its own enquiries and inspections in respect of the Property; and
  - (iv) the Buyer will not make any Buyer Claim as a direct or indirect result of the investigations, enquiries or disclosure referred to in this **Special Condition 2.2**.

## 2.3 Introduction Fee

- (a) The Buyer acknowledges and agrees that the Seller may:
  - (i) enter into service or referral agreements or arrangements with third parties (including without limitation with any building practitioners) that relate to the Property; and/or

- (ii) pay a fee or incentive to, or receive a fee or incentive from, third parties (including building practitioners), under any such service or referral agreements or any other arrangements.
- (b) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this **Special Condition 2.3**.

## 3 Deposit

### 3.1 Payment of the Deposit

- (a) The Deposit must:
  - (i) not exceed 10% of the Purchase Price.
  - (ii) be paid to the Seller's Solicitor to be held on trust for the Buyer in the Seller's Solicitor's trust account until the earliest to occur of:
    - (A) registration of the Plan in accordance with the Sale of Land Act; and
    - (B) termination or rescission of this Contract.

### 3.2 Investment of Deposit

- (a) If the Deposit (or any part of it) is paid by cheque or electronic funds transfer, the Seller and the Buyer authorise the Seller's Solicitor to invest the Deposit (or that part of it) in an interest bearing trust account with the Seller's Solicitor's bank until the earliest to occur of:
  - (i) Settlement; and
  - (ii) termination or rescission of this Contract.
- (b) Any interest earned on the money invested under **Special Condition 3.2** (less all proper bank and government charges, fees and taxes) will be paid to the Seller.
- (c) Neither party will make any Claim against the Seller's Solicitor for any taxes deducted from the interest earned on the money invested under **Special Condition 3.2**, because of failure by that party to give its tax file number to the Seller's Solicitor's bank.
- (d) Neither the Seller nor the Seller's Solicitor is liable to the Buyer under any circumstances if withholding tax is deducted from the interest.

## 4 Property Restriction and Objections

- (a) Unless otherwise provided in these Special Conditions, the Buyer accepts:
  - (i) the state of repair or condition of the Property (including any improvements, fixtures, furnishings, chattels and inclusions);
  - (ii) the state of repair or condition of any Property Service to and on the Property;
  - (iii) the presence of any sewer, manhole or vent on the Property; and
  - (iv) any Site Conditions in relation to the Land.
- (b) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 4(a)**.

## 5 Capacity

Without affecting any other right of the Seller, the Seller may terminate this Contract by written notice to the Buyer if the Buyer or any Guarantor:

- (a) being a natural person:
  - (i) dies;
  - (ii) becomes incapable because of unsoundness of mind to manage his or her own affairs; or
  - (iii) is declared bankrupt or enters into any scheme with, or makes any assignment of, his or her estate for the benefit of his or her creditors; or
- (b) is a company and:
  - (i) resolves to go into liquidation;
  - (ii) has a petition for its winding up presented and not withdrawn within **30 days** of presentation;
  - (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation;
  - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed to it;
  - (v) is deregistered under the *Corporations Act 2001* (Cth) or notice of its proposed deregistration is given to it; or
  - (vi) is deemed or taken under the laws of Australia to be subject to a similar event or to be unable to pay its debts.

## 6 Settlement

### 6.1 Settlement requirements

- (a) Settlement of this Contract must take place on the Settlement Due Date.
- (b) Without affecting the Seller's other rights, if any money payable by the Buyer under this Contract is not paid when due (or the Seller extends the Settlement Due Date as a direct consequence of a request or default of the Buyer), the Buyer must pay the Seller interest on that money calculated at the Default Interest Rate from the due date for payment (or the original Settlement Due Date, whichever is earlier) until payment is made. Interest is capitalised on the first day of each month. The Buyer must pay the interest at Settlement and the Seller is not obliged to complete this Contract unless the Buyer pays that interest. The Seller may recover any interest from the Buyer as liquidated damages.
- (c) The Seller is not regarded as unable, not ready or unwilling to complete because of the existence of a charge on the Land in respect of any Outgoings.
- (d) If the Buyer fails to deliver to the Seller the Transfer within the time period set out in general condition 6 of this Contract, the Buyer agrees to pay to the Seller by way of adjustment at completion, the sum of \$50.00 towards the cost of arranging execution of such Transfer on short notice. The buyer acknowledges that the payment of such sum is an essential term of this Contract.

## 6.2 Seller may extend Settlement Date

The Seller may, in its sole discretion and by written notice to the Buyer, extend the Settlement Due Date by a period of not more than one month. The Seller may extend the Settlement Due Date under this **Special Condition 6.2** on any number of occasions, provided that the extended Settlement Due Date is not later than the date that is one month after the original Settlement Due Date.

## 6.3 Delayed settlement

Without limiting any other rights of the Seller, if the Buyer fails to settle on the Settlement Due Date, requests an extension to the Settlement Due Date or settlement is delayed as contemplated by **Special Condition 27.3(c)**, the Buyer must pay, as an adjustment at Settlement or as a separate bank cheque (as determined by the Seller's Solicitor), an amount of \$550 (inclusive of GST) to the Seller's Solicitor representing a contribution to the Seller's additional legal costs and expenses.

# 7 Registration of Plan

- (a) If at the Contract Date a Title does not exist for the Land, Settlement of this Contract is conditional on registration of the Plan at the Titles Office and the creation of the Title.
- (b) If on or after the Sunset Date:
  - (i) where the Relevant State is Queensland, Settlement has not been effected; or
  - (ii) where the Relevant State is New South Wales or Victoria, registration of the Plan at the Titles Office and the creation of the Title has not occurred,then either party may (provided it is not in default under this Contract), by giving written notice to the other party, rescind this Contract before Settlement is effected. Upon rescission, the Deposit will be refunded to the Buyer and neither party will have any other right, claim or cause of action against the other because of the rescission, Settlement not having occurred or the Plan not being registered or the Title not being created.
- (c) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this **Special Condition 7**.

# 8 Management of the Property

## 8.1 Seller has no obligations

The Seller is not obliged to:

- (a) clean or tidy the Land;
- (b) remove any rubbish, debris or other items from the Land;
- (c) repair, maintain or replace anything on the Land; or
- (d) carry out any renewals or replacement of, or incur capital expenditure (according to normal accounting principles) in relation to, any improvements or property on the Land,
- (e) prior to Settlement or at all.

## 8.2 Fencing

The Buyer acknowledges and agrees that:

- (a) the Buyer accepts the fencing and any retaining wall on or around the Land in its condition at Settlement;
- (b) the Seller is not required to make any contribution towards installing or maintaining any fencing or retaining wall on or around the Property, including if Land is unfenced or if the Seller is the registered owner of any adjoining land;
- (c) the Seller does not warrant that the boundary fences on the Land align with, or are erected on, the boundary lines of the Land, or that there is no encroachment onto the Land;
- (d) the Buyer:
  - (i) must not make a Buyer Claim due to any matter in this **Special Condition 8.2**; and
  - (ii) to the extent it is lawfully able to do so, waives its rights under any legislation in the Relevant State or at common law to claim a contribution from the Seller for the installation or maintenance of any fencing or retaining wall on or affecting the Land; and
- (e) if the Relevant State is Victoria, the maximum amount of any contribution by the Seller (in its capacity as the owner of an adjoining parcel) towards the cost of constructing any dividing fence will be \$1.00.

## 9 Alterations to the Plan and Additional Restrictions

### 9.1 Alterations to the Plan

- (a) Subject to the provisions of any relevant legislation (including the Governing Act), the Buyer acknowledges that the Seller may make such alterations or variations to the Plan which the Seller considers necessary or desirable or which may be required by any Authority.
- (b) Without limiting the Seller's rights under **Special Condition 9.1(a)**, the Buyer agrees that it will not be materially prejudiced by, and must not make any Buyer Claim in respect of:
  - (i) any minor variation to the dimensions or discrepancies in the position of the Land;
  - (ii) any minor reduction in the area of the Land;
  - (iii) any variation to the lot numbering of the Land;
  - (iv) any variation which may be required by the Seller or any Authority to the number, dimensions, area, position or numbering of any of the lots within the Development other than the Land; or
  - (v) the creation of or change in location of any easements, restrictive covenants or positive covenants,between those shown on the Plan and those shown on the Registered Plan.
- (c) The sale of the Land is subject to any Title Encumbrance.

- (d) The Seller may register (or allow to be registered) on the Title of the Land, any easement or other encumbrance that may be required by the Seller or any relevant Authority and the Buyer must not make any Buyer Claim in respect to such encumbrance.
- (e) For the purposes of **Special Condition 9.1(b)**:
  - (i) 'minor variation' is a change which does not substantially, detrimentally and permanently affect the Land; and
  - (ii) 'minor reduction in the area of the Land' shall be a variation which diminishes the area of the Land by less than or equal to 5%.
- (f) The Seller specifically reserves the right to subdivide any lot (other than the Land) on the Plan into more lots and to amalgamate any lot (other than the Land) with any other lot (other than the Land) on the Plan and the Buyer must not make any Buyer Claim in relation to such subdivision and/or amalgamation.
- (g) The Buyer must not make any Buyer Claim in relation to any matter relating to any lot on the Plan or on the Registered Plan other than the Land.
- (h) The Buyer agrees that section 10(1) of the Sale of Land Act will not apply in respect of the final location of any easements shown on the Plan.

## 9.2 Additional Restrictions

- (a) The Buyer acknowledges and agrees that:
  - (i) as at the Contract Date and the Settlement Date, not all of the Additional Restrictions may have been entered into, granted or finalised; and
  - (ii) subject to any relevant legislation (including the Governing Act) the Seller can enter into, grant, finalise or modify any Additional Restriction on or after the Contract Date.
- (b) Within 5 Business Days after receipt of a request from the Seller, the Buyer must execute any acknowledgement, consent or other document required by the Seller under which the Buyer:
  - (i) agrees to accept and observe an Additional Restriction; and
  - (ii) acknowledges that the Additional Restriction runs with the relevant land.
- (c) The Buyer acknowledges and agrees that the Seller may require the Buyer to create in the instrument of transfer of the Property, any Additional Restrictions in the form of easements or covenants which burden the Property.

## 9.3 No Buyer Claim

The Buyer must not make any Buyer Claim in relation to:

- (a) any matter disclosed or mentioned in this **Special Condition 9**;
- (b) any alleged misdescription of the Land or deficiency in its area or measurements; or
- (c) any renumbering, reconfiguration or consolidation of the lots on the Plan.

## 10 Services

- (a) The Buyer acknowledges that a Property Service, Title Encumbrance or Additional Restriction may affect the location of any dwelling and other improvements on the

Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation.

- (b) The Buyer must:
  - (i) take into account the location of any Property Service, Title Encumbrance or Additional Restriction when designing a dwelling or other improvement for construction on the Land; and
  - (ii) pay all costs associated with the design and construction of a dwelling or other improvement on the Land as a result of the location of any Property Service, Title Encumbrance or Additional Restriction affecting the Land.

## 11 Buyer's Acknowledgment

### 11.1 Acknowledgments

The Buyer acknowledges that:

- (a) the title(s) to the lots on the Registered Plan, other than the Land, may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement; and
- (b) the Buyer must not make a Buyer Claim in respect of any of the following:
  - (i) redefinition of the boundaries of any lot;
  - (ii) minor road realignment or dedication of any lot;
  - (iii) leases, easements or dedications relating to the provision of electricity and the establishment of substations;
  - (iv) alteration to the lot numbers;
  - (v) easements and/or restrictions on use in favour of any Authority, property and/or person but not so as to burden the Land;
  - (vi) any easement or restriction on use affecting or benefiting any lot in the Registered Plan other than the Land which is disclosed or referred to in the Plan, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement; or
  - (vii) any town planning or other application to the Council or other relevant Authority made by the Seller (or anyone on its behalf) relating to the above matters;
- (c) the Buyer has relied on its own assessment of the condition of the Property in purchasing the Property;
- (d) the Buyer has not relied on any warranty or representation made by the Seller in relation to availability, provision or timing for provision (if applicable) of the installation of the optic fibre infrastructure, the capacity or speed of the internet services available after installation or in relation to the availability or number of services that the Buyer may access once connected to the optic fibre infrastructure and to the full extent permitted by the law, the Buyer waives any liability which the Seller may otherwise have to the Buyer in relation to such matters;
- (e) the Seller has been or may be in the course of carrying out infrastructure and other works on the Site and that the Site may be filled, raised, levelled, compacted or cut;



- (f) it received from the Seller or the Seller's Agent, prior to execution of this Contract, a copy of this Contract, the Disclosure Materials executed by the Seller; and
- (g) no promise about the obtaining of a loan of money to defray some or all of the Purchase Price was made by or on behalf of the Seller, the Seller's Agent or the auctioneer.

## 11.2 Compliance

The Buyer assumes full responsibility for compliance with all existing and future planning, environmental and building controls and Approvals as from the Settlement Date and agrees to hold the Seller indemnified at all times against all Claims which the Seller suffers arising directly or indirectly out of the Buyer's failure to comply with those building controls or Approvals or the Buyer's breach of or failure to obtain from the Settlement Date.

## 11.3 Buyer Claims

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this **Special Condition 11**.

# 12 Estate Development

- (a) The Buyer acknowledges and agrees that:
  - (i) the Property may form part of the Development Site and be part of a larger or multi-staged estate;
  - (ii) not all of the lots on the Plan may be sold before the Settlement Date;
  - (iii) further development of surrounding lots or stages may occur after Settlement including surveying, engineering and construction works on the land in the Plan, and the balance of the Site (**Ongoing Works**) and the Seller or Builder may need access to the Property to carry out the Ongoing Works after the Settlement Date;
  - (iv) the Seller (and its contractors) and the Builder (and its contractors) may:
    - (A) be obliged to carry out rectification and repair works after the Settlement Date to dwellings constructed on other lots in the Plan (**Repair Works**);
    - (B) be undertaking construction or Repair Works on a lot adjacent to the Property (**Construction Works**),and may need access to the Property after the Settlement Date to carry out those works.
  - (v) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Buyer or its successors in title; and
  - (vi) development works may:
    - (A) involve the stockpiling of materials and use of heavy machinery on lots or development stages near the Property, or necessitate changes to traffic conditions in or near the Property.
    - (B) cause temporary obstruction or interference with services to the Property;
    - (C) result in access roads in the vicinity of the Property being temporarily diverted during the course of the Development Activities; and

- (D) result in construction traffic in the vicinity of the Property to carry out Development Activities after the Settlement Date.
- (b) The Seller may:
- (i) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;
  - (ii) remove trees or other vegetation on any lot in the Development;
  - (iii) sell, transfer or otherwise dispose of any part of the Development Site;
  - (iv) change any part of the title structure in the Development (i.e. establish community title or other scheme) or use or authorise the use of any land in the Development Site for medium or high density housing, child care centres, schools and commercial and retail centres;
  - (v) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development Site;
  - (vi) use or authorise the use of any land in the Development Site as a display home;
  - (vii) change the nature and type of property developed and sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;
  - (viii) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or
  - (ix) change the Development in any other respect.
- (c) The Seller does not make any representations nor give any assurances as at the Contract Date or at the Settlement Date as to:
- (i) the nature and type of property developed and sold, and the business and activities carried on, within the Development Site;
  - (ii) the final type, nature and composition of the properties comprised in the Development (including those which may be adjacent to, or in close proximity to, the Property);
  - (iii) the nature, shape, design, final location or layout of any infrastructure associated with the Development (including roads, interchanges, overpasses, noise barriers, telecommunication towers and associated equipment, town centre, libraries, bus stations, schools, health facilities, child care facilities, supermarkets, bicycle paths, walking trails, wetlands, parks and open spaces (**Development Infrastructure**));
  - (iv) when (and if) the Development or any Development Infrastructure will be completed, including whether any such Development Infrastructure will be completed before the Settlement Date;
  - (v) the manner in which the Development will be carried out; and/or
  - (vi) the extent of changes that may be required to the Development and/or Development Infrastructure based on matters such as market demand and economic conditions.

- (d) As at the Day of Sale, the Seller intends to develop a park and recreation area and the Buyer acknowledges and agrees that:
  - (i) it is the Seller's current intention that the park and recreation area will be constructed in the area identified on the plan attached in **Annexure F** as "Recreation Area");
  - (ii) it is the Seller's current intention that the park and recreation area will be accessible to members of the general public and may be used for events and recreation;
  - (iii) while the Vendor intends that completion of the works is to occur after settlement of the lots in Stages 2 and 3 of the Development, the timing for construction and completion of these works is still being determined; and
  - (iv) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the park and recreation area as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the lake and wetlands area;
- (e) The Buyer grants to the Seller (and its contractors) and the Builder (and its contractors) a right to access the Property after the Settlement Date (but only where reasonably necessary) to carry out the Ongoing Works, Repair Works and Construction Works.
- (f) The Buyer is not entitled to lodge any objection against, nor to make any Buyer Claim, including for any damages, loss, nuisance or inconvenience, arising out of any development works carried out before or after Settlement or the matters disclosed in this **Special Condition 12**.

## 13 Selling and Leasing Activities

### 13.1 Acknowledgments

The Buyer acknowledges and agrees that the Seller and any persons authorised by the Seller, may before and after Settlement:

- (a) conduct selling and leasing activities within the Development Site other than from within the Property;
- (b) place and maintain in, on or about the Development Site, other than in or upon the Property, signs in connection with selling and leasing activities; and
- (c) place and maintain in, on and about the Development Site other than the Property, an office and/or other facility for salespersons or other activities associated with the Development,

(together, **Marketing Activities**).

## 14 No Caveat

### 14.1 Restriction on lodgement

The Buyer must not:

- (a) lodge a caveat on the title to the Land or the Parent Parcel, in respect of any interest of the Buyer arising out of this Contract; or

- (b) register or attempt to register any other dealing or encumbrance on the title to the Land or the Parent Parcel,  
prior to Settlement.

## 14.2 Rights and remedies

- (a) If the Buyer lodges (or allows to be lodged on the Buyer's behalf), or a person claiming through the Buyer lodges, a caveat which delays or prevents registration of the Plan or any other dealing (provided that the dealing is not in breach of this Contract), the Buyer must immediately on receipt of written notice from the Seller or the Seller's Solicitor:
  - (i) withdraw that caveat or have that caveat withdrawn; or
  - (ii) consent to the registration of the Plan or other dealing at the Buyer's cost.
- (b) If the Buyer fails to comply with **special condition 14.2(a)** within seven (7) days of receipt of written notice, the Buyer irrevocably nominates and appoints the Seller's Solicitor as its attorney to withdraw the caveat or consent to the registration of the Plan or other dealing (as the case may be). The appointment survives the rescission or termination of this Contract by either party.
- (c) The Buyer agrees to indemnify the Seller against all Claims of any nature suffered or incurred by the Seller in connection with or arising from breach of this **special condition 14** by the Buyer.

## 15 Real Estate Agent Warranty

The Buyer warrants to the Seller that the Buyer was not introduced to the Seller by a real estate agent other than the agent named in this Contract (if any) and the Buyer indemnifies the Seller in respect of any breach of this warranty.

## 16 Outgoings Adjustments

- (a) If by Settlement a separate assessment for Rates in respect of the Land has issued, then the Rates will be adjusted on the basis that the Buyer is responsible for them from the day after Settlement. Rates will be adjusted on a paid basis and If required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Rates when they become due and payable. The Buyer acknowledges that there will be no subsequent readjustment of Rates following Settlement;
- (b) If by Settlement a separate assessment for Rates in respect of the Land has not issued, then:
  - (i) the parties will adjust the Rates on a paid basis on an agreed value of **\$300.00 per quarter** for Council rates and if rateable **\$250.00 per quarter** for water and sewerage rates;
  - (ii) if required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Rates when they become due and payable;
  - (iii) the Buyer acknowledges that there will be no subsequent re-adjustment of Rates on the actual amount assessed or paid; and

- (iv) the payment of any Rates assessed on the Property in relation to a period after Settlement is the responsibility of the Buyer.
- (c) The Buyer will not be entitled to make a Buyer Claim, and (apart from the adjustments referred to in this **Special Condition 16**) nor will the Buyer be entitled to require either a retention of or deduction from the Purchase Price, in respect of the payment of any Outgoings.
- (d) The Buyer is responsible for the cost of the first four Bank cheques payable at Settlement. The cost of any additional Bank cheque is the responsibility of the Seller.

## 17 Land tax

### 17.1 Basis for adjustment

- (a) The Buyer acknowledges and agrees that:
  - (i) the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (**Land Tax Assessment**); and
  - (ii) land tax is adjusted based on the proportional land tax stated on the Land Tax Assessment.
- (b) The Seller is liable for land tax assessed on the Land for the relevant land tax year current at the Settlement Date. If land tax is unpaid at the Settlement Date, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that it will pay the land tax when it becomes due and payable.

## 18 Value of Property

### 18.1 Provision of information

The Seller agrees that it will provide the Buyer with all information and do all things as may be reasonably required by the Buyer or by the Commissioner of State Revenue in relation to the assessment and payment of duty on the transfer of the Property under this Contract.

### 18.2 Buyer acknowledgement

The Buyer acknowledges and agrees that:

- (a) neither the Seller nor anyone acting on its behalf has made any representation or warranty to the Buyer as to:
  - (i) the stamp duty payable by the Buyer in connection with this sale and transfer of the Property and the Buyer has made its own enquiries and investigations as to the duty payable on the transfer; or
  - (ii) the eligibility of any grants or incentives offered by the Commissioner of State Revenue or provided for under the *Duties Act 2000* (Vic) and the Buyer has made its own enquiries and investigations as to the availability of any such grants or incentives, and

the Buyer should not and has not in any way relied upon any representation, declaration, warranty or promise (if any) made by or on behalf of the Seller in respect of the duty payable or in respect of the availability of such grants or incentives;
- (b) some or all of the GST component of the price for the Property will be subject to ad valorem stamp duty;

- (c) the requirements of the Commissioner of State Revenue may change between the Contract Date and the Settlement Date;
- (d) the Seller will not be obliged to provide the Buyer with any information or documents required by the Commissioner of State Revenue earlier than one week prior to the Settlement Due Date;
- (e) it is liable to pay any amount of duty assessed by the Commissioner of State Revenue in connection with this sale and transfer of the Property; and
- (f) the amount of duty payable by the Buyer may vary depending on the specific circumstances of the Buyer, including whether the Buyer:
  - (i) is a Foreign Person;
  - (ii) meets the criteria for the principal place of residence concession; or
  - (iii) is a "first home buyer" for the purposes of the *Duties Act 2000* (Vic),or such other eligibility criteria as set by the Commissioner of State Revenue or that apply under the *Duties Act 2000* (Vic) from time to time.

### 18.3 Buyer Claim

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 18**.

## 19 Guarantee of Corporate Buyer

### 19.1 Guarantee

- (a) If the Buyer is a company (other than a company listed on an Australian Stock Exchange) the Buyer must deliver to the Seller by the Contract Date, a guarantee of the Buyer's obligations under this Contract by the Guarantor unless otherwise agreed to by the Seller. The guarantee must be in the form attached to this Contract as **Annexure D** and for the purposes of this Special Condition such attachment must be executed by the Guarantors.
- (b) If the Buyer fails to deliver a guarantee as required under **Special Condition 19.1(a)**, the Seller can terminate this Contract at any time up to the earlier of:
  - (i) the date on which the Buyer provides a guarantee required by **Special Condition 19.1(a)**; and
  - (ii) Settlement.

### 19.2 Warranties

The Buyer represents and warrants to the Seller:

- (a) if the Buyer is a company, the Buyer is a body corporate duly formed or incorporated within the Commonwealth of Australia and is not under any disability;
- (b) the consent or licence of any person or body is not required prior to the Buyer entering into this Contract;
- (c) if this Contract has been signed by a person on behalf of a corporation, the person signing this Contract represents and warrants to the Seller as an additional inducement to the Seller to enter into this Contract, that he or she has authority pursuant to the constitution of that corporation to bind that corporation to all of the provisions contained in this Contract; and

- (d) a person executing this Contract as attorney for the Buyer represents and warrants to the Seller as an additional inducement to the Seller to enter into this Contract that he or she has been duly appointed attorney for the Buyer and that upon execution of this Contract, the Buyer will be bound as if the Buyer had executed this Contract personally.

## 20 Buyer as Trustee

If the Buyer enters into this Contract as trustee of any trust (the **Trust**), then the Buyer:

- (a) discloses that it enters into this Contract as trustee of the Trust;
- (b) warrants to the Seller that:
  - (i) the Trust is created validly and is in existence;
  - (ii) the Buyer is the sole trustee of the Trust and has been appointed validly;
  - (iii) the Buyer has full and free power to enter into this Contract and to perform all the obligations imposed upon it under this Contract; and
  - (iv) this Contract has been duly authorised, executed and delivered by the Buyer and constitutes and shall constitute a valid legal and binding instrument and that if any consent or approval is required for the Buyer to enter into this Contract or the performance by the Buyer of its obligations under this Contract, it has been obtained;
- (c) acknowledges that:
  - (i) the Buyer accepts and undertakes personal liability under this Contract;
  - (ii) the Buyer must not before the satisfaction of all liability under this Contract, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust; and
  - (iii) if any of the assets of the Trust are at any time in the hands of the Buyer free of their trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Buyer must hold those assets on behalf of the Seller to the extent to which any liability under this Contract has not been satisfied; and
- (d) agrees with the Seller that if at any time before satisfaction of any liability under this Contract:
  - (i) the Buyer ceases for any reason to be the sole trustee of the Trust, the Buyer must procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to this Contract as the Seller may reasonably require, including covenants in like terms to those contained in this **Special Condition 20**; and
  - (ii) it will notify the Seller promptly in writing if the Trust is determined or for any reason ceases to exist.

## 21 Security Interests under the PPSA

The Buyer acknowledges and agrees that:

- (a) the Seller does not have an obligation to provide the Property free from any Security Interest;
- (b) the Seller is not obliged to provide or procure a letter, deed poll or financing charge statement (as that term is defined in the Personal Property Securities Act 2009 (Cth)) confirming the release of the Property or the Seller (or any entity related to the Seller) from a Security Interest at Settlement; and
- (c) the Seller may require Settlement without providing a release of any Security Interest that affects the Property or the Seller (or any entity related to the Seller).

## 22 No Nominee or Agency

### 22.1 Buyer's warranty

- (a) The Buyer warrants that it is purchasing the Land on its own behalf as principal and not as an agent for a third party.
- (b) The Buyer may, with the consent of the Seller, nominate a substitute or additional transferee for the Property. The Seller will not unreasonably withhold its consent to a nomination provided that the Buyer:
  - (i) serves the executed and dated nomination form (attached as **Annexure E**) on the Seller at least 14 Days before the Settlement Due Date;
  - (ii) is not and has not been in default under this Contract;
  - (iii) satisfies the Seller that the nominee is either a:
    - (A) husband (including de facto), wife (including de facto), mother, father, brother, sister, son or daughter; or
    - (B) company of which the Buyer is either a trustee or a director or shareholder who controls more than 50% of the shares of that company; or
    - (C) custodian or trustee relating to the Buyer's superannuation fund or family trust; and
  - (iv) delivers to the Seller:
    - (A) the executed and dated nomination form as set out in **Special Condition 22.1(b)(i)**
    - (B) in a case where the nominee purchaser is or includes a company which is not listed on the official list of Australian Stock Exchange Limited (ACN 008 624 691), a guarantee and indemnity executed by the directors of the nominee purchaser in the form of the guarantee in **Annexure E**, except for any changes necessary due to the nomination, guaranteeing the obligations of the Buyer and the nominee purchaser;
    - (C) a written acknowledgment from each existing Guarantor that the nomination of the nominee does not vitiate the Guarantor's obligations;
    - (D) a copy of any form required by the State Revenue Office;
    - (E) if the nominee is a company as referred to in **special condition 22.1(b)(iii)(B)**, satisfactory evidence that the Buyer is either a trustee or a director or shareholder who controls more than 50% of the shares of that company;



- (F) if the nominee is a custodian or trustee as referred to in **special condition 22.1(b)(iii)(C)**, satisfactory evidence that it relates to the Buyer's superannuation fund or family trust; and
- (v) satisfies the Seller that the nominee is not a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (c) Despite any nomination, the named Buyer in the Particulars remains personally liable to the Seller for the due performance of the obligations of the Buyer under this Contract.

## 22.2 Acknowledgement

- (a) Nothing in this **Special Condition 22** constitutes or is otherwise intended to give rise to a binding agreement for the sale of the Property to the nominee until the Seller provides its consent in accordance with this **Special Condition 22**.
- (b) If the Buyer purports to nominate under this Contract but provides incomplete documents, documents with errors or does not otherwise comply with the requirements of this **Special Condition 22** (including the requirement to nominate at least 10 Business Days before the Settlement Due Date, the Buyer will be in breach of this Contract and must pay the amount of \$330 (inclusive of GST) to the Seller's Solicitors being the costs associated with advising the Seller in relation to the Buyer's breach.

## 23 Foreign Investment Review Board

- (a) The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer or to this purchase.
- (b) The Buyer indemnifies the Seller against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Seller suffers as a result of a breach of the warranty contained in **Special Condition 23(a)**.

## 24 Foreign resident capital gains withholding payments

- (a) This **Special Condition 24** applies if the Purchase Price is equal to or greater than \$750,000 (or such other threshold prescribed in the TA Act from time to time).
- (b) In this **Special Condition 24**, terms have the following meanings:
  - (i) **Clearance Certificate** means a certificate in respect of the Seller given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
  - (ii) **Variation** means a variation made by the Commission under section 14-235(2) of Schedule 1 of the TA Act; and
  - (iii) **Withholding Amount** means the amount that the Buyer is required to pay the Commissioner under section 14-200(3) of Schedule 1 of the TA Act.
- (c) The Seller may serve a Clearance Certificate or a Variation.
- (d) If a Clearance Certificate is included in the Disclosure Materials or the Seller provides a Clearance Certificate to the Buyer (or the Buyer's Solicitor) no later than 2 Business Days before the Settlement Date then the Buyer must not at Settlement retain or withhold any amount of the Purchase Price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

- (e) If the Seller serves a Variation no later than 2 Business Days before the Settlement Date then the Buyer must at Settlement only retain or withhold the amount specified in the Variation for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- (f) If the Seller does not provide a Clearance Certificate under **Special Condition 24(d)** then the Buyer must:
  - (i) serve evidence of a Buyer payment notification to the Australian Taxation Office within 5 Business Days after the Settlement Date;
  - (ii) at Settlement, produce a settlement cheque in favour of the Commissioner for the Withholding Amount;
  - (iii) immediately following Settlement deliver that settlement cheque to the Commissioner; and
  - (iv) serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 5 Business Days after the Settlement Date.

## 25 Privacy Act

- (a) The Buyer consents to:
  - (i) the collection of Personal Information;
  - (ii) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the financiers of the Seller;
  - (iii) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
    - (A) enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract;
    - (B) procuring the provision to the Buyer of products and services contemplated by this Contract; and
    - (C) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract, for disclosure to and use by owners of land adjoining the Property to assist such adjoining owners to comply with their obligations for development, fencing or other work that such adjoining owners may require to undertake; and
  - (iv) the disclosure, and use, of Personal Information in other circumstances where the Seller or any related entity is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.
- (b) The Buyer acknowledges that:
  - (i) the Personal Information is held by the Seller subject to the requirements of the Privacy Act and accordingly the Buyer may request access to Personal Information at any time; and
  - (ii) the Buyer may request that Personal Information be corrected and should do so by contacting the Seller's privacy officer.

## 26 Online Duties Form

### 26.1 Buyer's acknowledgement

The Buyer acknowledges that in order for the duty on the instrument of transfer to be assessed, the State Revenue Office requires the information which must be submitted to the State Revenue Office for that purpose, to be completed and signed online by both parties, and submitted to the State Revenue Office electronically by means of the Online Duties Form.

### 26.2 Buyer must complete the Online Duties Form

- (a) To ensure that the Online Duties Form is completed and signed in time for Settlement, the Buyer must:
  - (i) populate the Online Duties Form with all the information which a purchaser must provide to the State Revenue Office (**Transferee Information**); and
  - (ii) accept and/or sign the Online Duties Form,in each instance, within 2 Business Days of receiving an online invitation to do so. The Buyer must promptly notify the Seller that the Buyer has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.
- (b) If the Buyer fails to comply with **Special Condition 26.2(a)**, the Buyer is in default under this Contract.
- (c) In addition to the Seller's rights described elsewhere under this Contract, if the Buyer breaches the Buyer's obligations under **Special Condition 26.2(a)**:
  - (i) the Seller may extend the Settlement Due Date by the same number of days in which the Buyer delays populating, or accepting and/or signing the Online Duties Form; and
  - (ii) the Buyer is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay default interest under this Contract to the Seller from the original Settlement Due Date until the Settlement Date.
- (d) The Buyer confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the Buyer must not amend any of the Transferee Information without procuring the Seller's prior written consent to do so.
- (e) The Buyer acknowledges that the Buyer is responsible for populating the Online Duties Form with accurate Transferee Information.

## 27 Electronic conveyancing

### 27.1 E-conveyancing definition

In this **special condition 27**:

- (a) **ECNL** means the Electronic Conveyancing National Law (Victoria) under the Appendix to the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW);
- (b) **Electronic Settlement** means settlement of this Contract in accordance with **special condition 27.3**; and
- (c) **Electronic Workspace** means an electronic environment for the exchange of information, communications and notices between parties to the workspace, for the purposes of effecting electronic transactions in accordance with this **special**

**condition 27**, the ECNL and any requirements of the ELN.

## **27.2 Trigger for Electronic Settlement**

- (a) **Special Condition 27.3** only applies if:
- (i) this Contract specifies; or
  - (ii) the Seller makes an election by giving the Buyer written notice prior to the Settlement Date,  
that Settlement will be conducted electronically in accordance with the ECNL.
- (b) The Buyer or the Buyer's Solicitor must notify the Seller's Solicitor's in writing within 10 days before the Settlement Due Date whether it reasonably believes that Settlement and lodgement can no longer be conducted electronically in accordance with the ECNL.
- (c) If the Seller agrees with the Buyer or the Buyer's Solicitor that Settlement and lodgement cannot be conducted electronically in accordance with the ECNL, **Special Condition 27.3** does not apply.

## **27.3 If triggered, the conditions for Electronic Settlement**

- (a) The parties agree to do all things reasonably necessary to effect an Electronic Settlement, including:
- (i) making any necessary variations to this Contract;
  - (ii) being or engaging a representative who is a subscriber for the purposes of the ECNL, and ensuring that all third parties introduced to the transaction under this Contract by it do the same;
  - (iii) conducting Settlement in accordance with the requirements of:
    - (A) the operator of the ELN;
    - (B) the ECNL;
    - (C) the Seller; and
    - (D) any other relevant law;
  - (iv) enabling the relevant documents to be lodged by means of the ELN in the form approved by the Registrar;
  - (v) enabling the Seller to create an Electronic Workspace; and
  - (vi) enabling the Seller to populate all fields required to be populated by the Seller in the Electronic Workspace,  
on or before the Settlement Due Date.
- (b) The parties' obligations under **Special Condition 27.3(a)** include using reasonable endeavours to compel their respective:
- (i) financiers;
  - (ii) subscribers (within the meaning of the ECNL); and
  - (iii) any other relevant parties that are required to be a party to the ELN to effect Electronic Settlement,  
to do all things reasonably necessary to effect Electronic Settlement.
- (c) If the Buyer or the Buyer's subscriber amends any fields or documents within the

Electronic Workspace on or one day prior to the Settlement Due Date that subsequently requires the Seller or the Seller's Solicitors to re-populate or re-sign any field or document in the Electronic Workspace, the Buyer is in breach of this Contract and the Seller will be entitled (in its absolute discretion) to delay settlement until such time as the relevant field or document can be re-populated or re-signed.

- (d) Despite any other provision of this Contract, the service of notices and any written communications in respect of the Electronic Settlement must not occur through the Electronic Workspace unless initiated by and agreed to in writing by the Seller.
- (e) The parties agree that:
  - (i) Electronic Settlement has occurred when the Electronic Workspace records that the exchange of funds or consideration between the parties (or their financial institutions) has been "disbursed" in accordance with the parties' instructions and this Contract; and
  - (ii) if Electronic Settlement does not occur on the Settlement Due Date, the parties must do everything reasonably necessary to effect:
    - (A) Electronic Settlement on the next Business Day; or
    - (B) by mutual agreement, Settlement (by non-electronic means) as soon as reasonably practicable.
- (f) If an exchange of funds contemplated in **Special Condition 27.3(e)(i)** does not occur in accordance with the parties' instructions, each party must do everything reasonably necessary to assist the other party in tracing and recovering any mistaken payment.
- (g) Despite any other provision of this Contract, the Buyer must reimburse the Seller at Settlement for any fee charged by the operator of the ELN to effect the Electronic Settlement.
- (h) To the extent of any inconsistency, this **Special Condition 27** has priority over any other special condition in this Contract.

#### **27.4 Other Documents**

- (a) The parties must on or before Settlement deliver any documents or things that cannot be delivered through Electronic Workspace to the Seller's Solicitor.
- (b) The Seller's Solicitor:
  - (i) holds those items delivered pursuant to **Special Condition 27.4(a)** on completion in escrow for the benefit of; and
  - (ii) must as soon as reasonably possible after Settlement deliver the documents or things to, or as directed by,the party entitled to them.

#### **27.5 Computer system failure**

If, by reason of an electronic or computer system failure at any of the Registrar of Titles, the Reserve Bank of Australia, the Seller's Solicitor or the ELN, Settlement does not occur on the Settlement Due Date, the failure to settle will not constitute a breach or default by either party under this Contract.

## 28 Design Guidelines and Construction of House

### 28.1 Buyer's acknowledgements and agreement

- (a) The Buyer acknowledges and agrees:
- (i) that the Property forms part of the Development Site which may be a large or multi-staged residential development;
  - (ii) the sale of the Property is subject to any restrictions and requirements contained in the Design Guidelines;
  - (iii) it has read the Design Guidelines and agrees to be bound by them (including any changes to the Design Guidelines) as if they were set out in this Contract in full;
  - (iv) the Design Guidelines may affect the location, method of construction and design of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation;
  - (v) that it will not subdivide the Land without the Seller's prior written consent;
  - (vi) it must not erect a sign on the Land advertising the Land for sale at any time before the completion of the construction of the House on the Land; and
  - (vii) that the Seller may, in its absolute discretion, vary, relax, waive or choose not to enforce any of the requirements under the Design Guidelines in relation to any land in the Development Site.
- (b) The Buyer acknowledges the Seller's rights under this **Special Condition 28.1** and must not make any Buyer Claim in respect of any matter referred to in this **Special Condition 28.1**.

### 28.2 Construction of a House

The Buyer must:

- (a) in constructing the House, comply with all conditions and requirements imposed by the Council and any other relevant Authority;
- (b) construct the House in accordance with the Design Guidelines; and
- (c) commence construction of the House within 2 years after the Settlement Date.

### 28.3 Community Infrastructure Levy

The Buyer acknowledges and agrees that:

- (a) the Buyer is liable to pay any community infrastructure levy payable (or similar) in respect of the Land (**Community Infrastructure Levy**);
- (b) the relevant Authority may not grant approval for construction of the House until the Community Infrastructure Levy is paid; and
- (c) if the Community Infrastructure Levy is paid by the Seller prior to Settlement, the Buyer must allow the amount of the Community Infrastructure Levy as an adjustment in favour of the Seller at Settlement.

### 28.4 Buyer's on sale

The Buyer must not sell, transfer or otherwise dispose of the Land without first delivering to the Seller a deed which has been signed by the buyer or transferee in favour of the Seller and under which that buyer or transferee agrees to comply with the Design Guidelines and

any of the Buyer's obligations under this **Special Condition 28** that have not been fulfilled as at the date of the sale, transfer or disposal of the Land.

## **28.5 No liability**

The Buyer acknowledges that the Seller's (or any committee or approving entity constituted under the Design Guidelines) receipt or review of, comment or failure to comment upon, or approval or refusal of approval to any part of the design, location or construction methodology of a dwelling or other facilities on the Land will not:

- (a) alter the Buyer's responsibility for:
  - (i) compliance with the Design Guidelines and this Contract;
  - (ii) any errors or omissions in the design or construction methodology; or
  - (iii) any failure of the design documentation or works on the Land to comply with the requirements of the Design Guidelines and this Contract; or
- (b) entitle the Buyer to any Buyer Claim against the Seller.

## **28.6 Buyer's breach**

The Buyer agrees that if the Buyer breaches the Buyer's obligations under this **Special Condition 26**:

- (a) damages or compensation may be an inadequate remedy to the Seller;
- (b) the Seller is entitled to seek injunctive relief against the Buyer; and
- (c) the Buyer must pay on demand the Seller's costs (including legal costs on a full indemnity basis) if the Seller:
  - (i) takes any action against the Buyer; or
  - (ii) is subject to a claim, action, demand or proceeding brought by a third party, in any way relating to the Buyer's breach of its obligations under this **Special Condition 26** or the Buyer's failure to comply with the Design Guidelines.

# **29 Section 173 Agreements**

## **29.1 Acknowledgement**

The Buyer acknowledges and agrees that:

- (a) Council may require the Seller to enter into one or more agreements under section 173 of the *Planning and Environment Act 1987* (Vic) pursuant to a planning permit (if any) or as otherwise required by an Authority (**Section 173 Agreements**);
- (b) it is the intention of the Seller as at the Contract Date that the Section 173 Agreements will not contain material obligations that bind the Buyer; and
- (c) if the Section 173 Agreements are registered on the title to that part of the Site which includes the Property, the Seller will use reasonable endeavours to have the Section 173 Agreement removed from the title to the Property prior to Settlement.

## **29.2 Appointment of attorney**

The Buyer for valuable consideration (receipt of which is acknowledged by the Buyer) irrevocably appoints the Seller as the Buyer's attorney to agree in the Buyer's capacity as owner of the Property to:

- (a) amendments to the Section 173 Agreements and to execute any deed effecting any such amendment; and
- (b) do all things necessary to enable the Section 173 Agreements to be registered on the title to the Site (or part of the Site) when requested in writing to do so by the Seller or the Seller's Solicitors.

### **29.3 Buyer's obligation**

The Buyer must do all things necessary to enable the Section 173 Agreements to be registered on the title to the Site (or part of the Site) when requested in writing to do so by the Seller or the Seller's Solicitors.

### **29.4 Buyer Claim**

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this **Special Condition 29**.

## **30 Vehicle crossover**

### **30.1 Acknowledgment**

The Buyer acknowledges that:

- (a) the Seller shall construct a vehicle crossover to allow the Buyer to access the Property (**Vehicle Crossover**) at the Seller's cost unless **Special Condition 30.3** applies.
- (b) the proposed location of the Vehicle Crossover is shown on the engineering plan contained in the Disclosure Materials, subject to change without notice by the Seller in its absolute discretion.

### **30.2 Relocation prior to construction**

- (a) The Buyer acknowledges that if the Buyer wants the Vehicle Crossover relocated to a different location before any construction of the Vehicle Crossover takes place, the Buyer must:
  - (i) obtain written approval of the Seller whose consent may be withheld acting reasonably at least 60 days before construction of the Vehicle Crossover is anticipated to take place; and
  - (ii) pay a fee determined by the Seller (acting reasonably) from time to time having regard to the nature of the request and anticipated time required by the Seller to make a determination.
- (b) Notwithstanding **Special Condition 30.2(a)**, the Buyer acknowledges that the Seller may in its absolute discretion construct the Vehicle Crossover in the proposed location referred to in **Special Condition 30.1(b)**.

### **30.3 Relocation after construction**

- (a) The Buyer acknowledges that if the Buyer wants the Vehicle Crossover relocated to a different location after construction of the Vehicle Crossover has commenced, the Buyer must:
  - (i) obtain written approval of the Seller whose consent may be withheld acting reasonably;
  - (ii) pay a fee determined by the Seller (acting reasonably) from time to time having regard to the nature of the request and anticipated time required by the Seller to make a determination;



- (iii) apply, at its cost, to the relevant Authority for the relevant permits and approvals (**Post-Construction Application**);
  - (iv) provide written notice to the Seller of the Post-Construction Application and provide such other information as the Seller may request (acting reasonably) from time to time; and
  - (v) notify the Seller immediately on notification that the Post-Construction Application has been approved.
- (b) The Buyer acknowledges that, if the Buyer obtains approval to relocate the Vehicle Crossover in accordance with **Special Condition 30.3(a)**, the Buyer must:
- (i) not commence construction of the new vehicle crossover (**Crossover Works**) until after the Settlement Date which are to be at the Buyer's cost; and
  - (ii) remove, at its cost, the existing Vehicle Crossover as soon as reasonably practicable after completion of the Crossover Works including reinstating the kerb in accordance with the standards set by the relevant Authority.

## 31 Geotechnical conditions

### 31.1 Acknowledgement

- (a) The Seller agrees to provide to the Buyer a geotechnical conditions report (**Report**) and will use reasonable endeavours to provide the Report within 60 days after the Settlement Date.
- (b) The author of the Report is solely responsible for the representations and warranties in relation to the soil conditions and other information contained in the Report and the Seller shall not have any liability to the Buyer in respect of such matters.

### 31.2 Buyer Claim

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 31**.

## 32 Television acknowledgement

### 32.1 Television and pay TV

The Buyer acknowledges and agrees that:

- (a) the Buyer may need to install a television antenna for 'free to air' television or pay TV within or on top of the roof of the Property in compliance with the Design Guidelines;
- (b) all costs associated with access and connection to pay TV are at the Buyer's expense and must be in compliance with the Design Guidelines;
- (c) it is the intention of the Seller that pay TV services will be provided to the Property however the availability, provision or timing for provision (if applicable) of a pay TV service is dependent on third party network providers and is not guaranteed by the Seller;
- (d) in relation to any television to be used on the Property, the Buyer may be required to:
  - (i) arrange a technician to re-tune a television;
  - (ii) for analogue televisions, connect a digital set top box (that suits the television's specifications) to each television in the Property;

- (iii) purchase additional equipment and arrange a technician to fit the equipment;  
or
  - (iv) purchase a new television;
- in order to ensure that the television is compatible with the optic fibre infrastructure.

### **32.2 Buyer Claim**

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 31.2**.

## **33 Supply of Services**

### **33.1 Acknowledgements**

- (a) The Buyer acknowledges and agrees that:
  - (i) it is intended that the infrastructure for the Services will be provided at or near the boundary of the Property (**Connection Point**) but the Property may not benefit from a supply of any one or more of those Services at the Settlement Date;
  - (ii) the availability, provision and timing of supply of the Services is dependent on third party providers being willing and able (at their cost) to provide and install the necessary infrastructure and enter the appropriate agreements with relevant suppliers and the Seller makes no warranties or representations in respect of such matters;
  - (iii) it is the Buyer's sole responsibility to carry out the necessary works to connect the infrastructure for the Services from the Connection Point to the dwelling (including any pipes, wiring and meters);
  - (iv) the Buyer is liable for any fees with respect to being able to access the supply of the Services;
  - (v) it is the Buyer's sole responsibility to ensure that any improvements on the Property are designed, constructed and wired to be compatible with the Services provided via the infrastructure for the Services; and
  - (vi) if the Buyer requires supply of any one or more Services to commence construction of a dwelling prior to supply of the relevant Service being available via the infrastructure for the Services, the Buyer, at its cost, must provide or procure a temporary supply of the relevant Services for the period prior to the supply being available via the infrastructure for the Services.
- (b) The Buyer agrees that it must not make any representation to any third parties including any Authority in relation to any matters contemplated by this **special condition 32.2** which may in the opinion of the Seller have an adverse effect on the Seller.
- (c) The Buyer waives its rights and releases the Seller to the full extent permitted by law from all Claims that it may have against the Seller in relation to the matters set out in this **Special Condition 32.2**.

### **33.2 Buyer Claim**

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 32.2**.

## 34 Maintenance of the Property

- (a) At all times after the Settlement Date, until construction of a House on the Property under **Special Condition 28** is completed, the Buyer must keep the Property clean and tidy and free from debris and in a safe condition.
- (b) If, in the Seller's absolute discretion, the Buyer fails to comply with **Special Condition 34(a)**, the Seller or its agents may enter the Property, without notice to the Buyer and without creating liability for trespass or otherwise, to undertake such works as may be required to ensure that the Property is in the condition required by **Special Condition 34(a)**.

## 35 Stamp Duty and Registration Fees

The Buyer must pay, and indemnifies the Seller against:

- (a) all stamp duty on this Contract and on any transaction, guarantee, deed or other document contemplated by this Contract; and
- (b) any registration fees relating to the transfer of the Property to the Buyer.

## 36 GST

- (a) In this Contract:
  - (i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
  - (ii) **GST Law** has the meaning given to that expression in the GST Act;
  - (iii) terms defined in the GST Law have the same meaning in this Contract, unless expressly stated otherwise; and
  - (iv) any clauses in the Standard Form which apply to the treatment of GST on the purchase of the Property are deleted from this Contract.
- (b) The Purchase Price in this Contract is inclusive of GST.
- (c) The parties agree that the margin scheme will apply in working out the amount of GST on the supply of the Property, despite any indication of GST treatment to the contrary elsewhere in this Contract.
- (d) The Buyer acknowledges that, as a result of the margin scheme applying to the supply of the Property, the Buyer is not entitled to receive from the Seller a tax invoice, and is not entitled to an input tax credit for GST paid, in respect of the Buyer's acquisition of the Property.
- (e) The Buyer acknowledges that, unless expressly identified as including GST, the consideration for any supply under or in connection with this Contract (other than the supply of the Property) does not include GST.
- (f) Accordingly the parties agree that:
  - (i) if GST is payable on a supply made under or in connection with this Contract (other than the supply of the Property), the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (**GST Amount**);

- (ii) subject to the prior receipt of a tax invoice (other than in respect of the supply of the Property where the margin scheme applies), the GST Amount is payable at the same time that the other consideration for the supply is provided;
  - (iii) if a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within **7 days** after the receipt of a tax invoice;
  - (iv) where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability; and
  - (v) if an adjustment event occurs in relation to a supply under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (g) If the Buyer has nominated a substitute or additional Buyer under the Contract, the Buyer must, on and as a condition of Settlement, serve an irrevocable authority signed by the nominee purchaser on terms required by the Seller's Solicitor to give effect to **Special Condition 47(h)**.

## 37 Notices

### 37.1 General

A notice, communication, demand, consent, request, waiver, agreement or other communication relating to this Contract must be written in English and may be given by an agent of the sender.

### 37.2 How to give a communication

In addition to any other lawful means, a notice may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address;
- (c) sent to the party's current postal address by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
- (d) sent by fax to the party's current fax number; or
- (e) emailed to the email address last notified by the addressee.

### 37.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially as specified in the Particulars of Sale or special conditions of this Contract and are taken to be the current particulars unless **Special Condition 37.3(b)** applies.
- (b) Each party may change its particulars for delivery of notices by giving notice to each other party and the changed particulars are then taken to be the current particulars.

### 37.4 Communications by post

Subject to **Special Condition 37.7**, a notice is deemed received if posted:

- (a) within Australia to an Australian postal address, three Business Days after the day of posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after the day of posting.

### **37.5 Communications by fax**

Subject to **Special Condition 37.7**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

### **37.6 Communications by email**

Subject to **Special Condition 37.7**, if a communication is emailed, a delivery confirmation report received by the sender, which records the time that the email was delivered to the addressee's current email address is conclusive evidence of its receipt by the addressee, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.

### **37.7 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a business day in the place of receipt,
- (c) it is taken as being given at 9.00 am on the next business day in that place.

## **38 Pre-settlement Inspection**

### **38.1 Entitlement to inspection**

The Buyer may inspect the condition of the Property at any reasonable time during the period of seven (7) days preceding the Settlement Due Date, but not more than once (**Pre-settlement Inspection**), and on the condition that in exercising its rights under this **Special Condition 38.1**, the Buyer:

- (a) must be accompanied by a customer relations consultant or agent of the Seller;
- (b) must give reasonable prior notice to the Seller of its wish to undertake a Pre-settlement Inspection; and
- (c) acknowledges that failure to undertake a Pre-settlement Inspection must not, in any way, delay Settlement.

### **38.2 Acknowledgement**

The Buyer acknowledges that it:

- (a) may not be able to undertake a Pre-settlement Inspection if, in the Seller's absolute discretion, works at the Site render the Pre-settlement Inspection unsafe or undesirable;
- (b) may be required to undertake a Site induction program before conducting the Pre-settlement Inspection;
- (c) must comply with all reasonable requirements of the Seller in relation to the Pre-settlement Inspection including, without limitation, all requirements relating to occupational health and safety; and
- (d) must not make any Buyer Claim if, as a result of **Special Condition 38.2(a)**, **38.2(b)** or **38.2(c)**, the Buyer is not able to undertake a Pre-settlement Inspection.

## 39 Assignment, Novation and Granting of Security

- (a) The Seller discloses and the Buyer is aware that the Seller may assign or novate the Seller's interest in this Contract to a successor in title to the Land, the Development Site or any other land containing the Land. The Buyer cannot make any Buyer Claim in connection with the assignment or novation.
- (b) The Buyer must, if requested to do so by the Seller, promptly enter into a deed with the Seller and the Seller's successor in title on terms reasonably required by the Seller to give effect to the assignment or novation referred to in **Special Condition 39(a)**. The Buyer acknowledges and agrees that such deed may include a release of the Seller from the Seller's obligations under this Contract.
- (c) The Seller discloses and the Buyer is aware that the Seller has granted or may grant a mortgage, charge or other security over the Seller's interest in:
  - (i) the Land;
  - (ii) the Development Site;
  - (iii) this Contract;
  - (iv) the Deposit paid under this Contract; and/or
  - (v) some or all of the above,and, if the Seller has done or does do so, the Buyer cannot make any Buyer Claim.
- (d) The Buyer cannot make any Buyer Claim if in connection with the Development Site or the Seller (or both), a person holding a mortgage over the Development Site or security from the Seller becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

## 40 Severance

- (a) Any provision of, or the application of any provision of, this Contract which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Contract which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

## 41 Commercial interests

- (a) The Seller discloses, and the Buyer acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in **Special Condition 41(b)**, are reasonably necessary to protect the Seller's legitimate interests by providing the Seller with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Seller has no certainty as to design and construction constraints.
- (b) Without limiting the operation of **Special Condition 41(a)**, the parties agree that the following provisions of this Contract are reasonably necessary to protect the Seller's legitimate interests for the reasons stated in **Special Condition 41(a)**:

- (i) the Seller's rights to rescind and/or terminate this Contract contained in **Special Conditions 5, 7(b) and 19.1(b)**;
- (ii) the reservation of the Seller's rights to:
  - (A) make changes to the Plan contained in **Special Condition 9.1**;
  - (B) vary the final location of easements contained in **Special Condition 9.1**;  
and
  - (C) create easements, restrictions on use and other encumbrances contained in **Special Condition 9.2**;
- (iii) the Seller's and the Builder's rights in connection with Prescribed Activities contained in **Special Condition 13**;
- (iv) the Seller's rights in relation to Additional Restrictions contained in **Special Condition 9**;
- (v) the Seller's right to:
  - (A) restrict inspections of the Property in accordance with **Special Condition 38**;
- (vi) the restriction on the Buyer's rights to make Claims, requisitions, rescind or terminate contained in this Contract.

## 42 Works Affecting Natural Surface Level of the Land

- (a) In this **Special Condition 42**:
  - (i) **Plan of Surface Level Works** means any engineering plans for the Plan provided by the Seller and any further plans given by the Seller to the Buyer in relation to the Relevant Provision from time to time, all of which form part of the Disclosure Material.
  - (ii) **Relevant Provision** means section 9AB of the Sale of Land Act.
- (b) The information required to be provided to the Buyer by the Relevant Provision and known to the Seller, is shown on the Plan of Surface Level Works. The Plan of Surface Level Works is expressly provided for the purpose of complying with the Relevant Provision.
- (c) The Seller makes no representation that:
  - (i) the Property is either filled or not filled (except as intended in accordance with the Plan of Surface Level Works) in whole or in part and the Buyer should make its own enquiries with respect to the Property; and
  - (ii) any other works shown on the Plan of Surface Level Works will be constructed as shown.
- (d) The Seller reserves the right to alter any works shown on the Plan of Surface Level Works which the Seller considers is desirable or which is required to satisfy the requirements of an Authority. The Buyer may not make any Buyer Claim for any matter concerning the Plan of Surface Level Works or under the Relevant Provision.
- (e) The Buyer acknowledges and agrees that the Seller does not make any representation as to:

- (i) the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Seller at any time); or
  - (ii) the physical and/or geotechnical characteristics of the Property,
- and the Buyer must rely on its own enquires and investigations in respect of such fill classification.
- (f) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in **Special Condition 42**.

### 43 Seller's Undertaking

- (a) For the purposes of this **Special Condition 43, Accepted on Maintenance** means Council has accepted the works bonded by the Seller.
- (b) The Buyer acknowledges that works relating to the construction of the Property may not be complete at Settlement and have been bonded so as to enable the early approval of the Plan by Council. The Buyer agrees not to require the Council (or any private certifier) to give the Buyer a development permit for building work in respect of the Property until the works are completed and Council has Accepted on Maintenance the works relating to the Property.
- (c) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this **Special Condition 43**.

### 44 Seller as Trustee

- (a) The Seller enters into this contract solely in its capacity as trustee of the Officer Property Unit Trust (**Trust**) and in no other capacity.
- (b) A liability arising under or in connection with this Contract can be enforced against the Seller only to the extent to which it can be satisfied out of the property of the Trust out of which the Seller is actually indemnified for the liability.
- (c) The limitation of the Seller's liability contained in this **Special Condition 44** applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Seller in connection with this Contract.
- (d) The Buyer may not sue the Seller in any capacity other than as trustee of the Trust, including seeking the appointment to the Seller of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (e) The provisions of this **Special Condition 44** will not apply to any liability or obligation of the Seller to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Seller's own fraud, gross negligence or breach of trust or breach of duty.

### 45 Exclusion from Promotions

- (a) For the purposes of this **Special Condition 45, Promotional Offer** means any package, voucher or other offer made available to buyers who proceed with a purchase of a property within the Development.



- (b) The Buyer acknowledges and agrees that at no time was a Promotional Offer made available to the Buyer as a result of the Buyer's purchase or acquisition of the Property or entry into this Contract.
- (c) The Buyer acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Buyer is not entitled to claim or redeem any Promotional Offer.

## 46 Bushfire Prone Area

- (a) The Seller discloses that the Land has been designated by the Victorian Department of Transport, Planning and Local Infrastructure as being within a bushfire prone area.
- (b) The Buyer must carry out a bushfire attack level (**BAL**) rating assessment, prior to undertaking any works, including but not limited to construction and renovation works, on the Land, to determine the type of construction required for any buildings to be erected on the Land and the Buyer should allow for additional building costs.
- (c) Without limiting any other condition in this contract, the Buyer acknowledges and agrees that:
  - (i) the Buyer may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
  - (ii) the Buyer must comply with any Additional Restrictions in regards to the BAL standard of the design and construction of the House;
- (d) The Buyer will not make any Buyer Claim due to any matter referred to in this **Special Condition 46**.

## 47 GST Withholding

- (a) If the Seller gives the Buyer a GST Withholding Notice specifying that the Buyer is required to make a payment on account of GST to the Commissioner, then the Buyer must pay the GST Withholding Amount from the balance of the price payable to the Seller on Settlement in accordance with this Special Condition.
- (b) The Seller must give the GST Withholding Notice to the Buyer:
  - (i) on the making of this Contract; and/or
  - (ii) at least 12 business days before Settlement (as may be amended or updated from time to time).
- (c) If **Special Condition 47** applies then, at least 10 business days before Settlement Due Date, the Buyer (or, if a substitute or additional Buyer has been nominated by the Buyer, the substitute or additional Buyer) must provide a written notice to the Seller with:
  - (i) evidence of having lodged a GST Property Settlement Withholding Notification Form with the Commissioner; and
  - (ii) the Buyer's payment reference number and lodgement reference number, on and as a condition of Settlement.

- (d) Subject to **Special Condition 47(e)**, the GST Withholding Amount must be paid by bank cheque as follows:
  - (i) the Buyer must at Settlement, give the Seller a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;
  - (ii) the bank cheque given to the Seller by the Buyer pursuant to **Special Condition 47(d)(i)** above must not be post-dated, stale or dishonoured on presentation; and
  - (iii) the Seller undertakes to give the bank cheque to the Commissioner, together with the reference details provided by the Buyer under **Special Condition 47(c)**.
- (e) **Special Condition 47(d)** does not apply where Settlement occurs electronically through an ELN and the GST Withholding Amount is paid to the Commissioner through the ELN at or before Settlement.
- (f) If payment of the GST Withholding Amount does not occur in accordance with either of **Special Conditions 47(d)** or **47(e)** then the Seller may delay Settlement until the next business day after the day on which:
  - (i) payment of the GST Withholding Amount has occurred; or
  - (ii) the Seller receives the entire purchase price.
- (g) The Buyer must lodge the GST Property Settlement Date Confirmation Form with the Commissioner on or before the Settlement Date and provide evidence of having lodged the form to the Seller at Settlement.
- (h) If the Buyer cannot provide evidence to the Seller at Settlement of having lodged the GST Property Settlement Date Confirmation Form, then in addition to any damages under **Special Condition 47(i)**, the Buyer must give to the Seller at Settlement a written declaration that:
  - (i) confirms that the details provided under **Special Condition 47(c)** are true and correct; and
  - (ii) authorises the Seller and the Seller's solicitor to complete and lodge, on behalf of the Buyer, the GST Property Settlement Date Confirmation Form.
- (i) The Buyer indemnifies the Seller, against all loss that may be incurred by the Seller arising from or in connection with a breach by the Buyer of this **Special Condition 47**.
- (j) The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivisions 14-E and 16-C of Schedule 1 to the TA Act including:
  - (i) provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
  - (ii) making any necessary additions or amendments to this Contract to address any requirement under the GST Law or TA Act.
- (k) In this **Special Condition 47**, terms have the following meaning:

**Commissioner** means the Commissioner of Taxation.

**TA Act** means the *Taxation Administration Act 1953* (Cth).

**GST Withholding Amount** means the amount that the Buyer is required to withhold on account of GST from the price and pay to the Commissioner as notified by the Seller in the GST Withholding Notice.

**GST Withholding Notice** means notification required under section 14-255 of Schedule 1 to the TA Act to be made on or before the making of the supply which states whether or not the Buyer is required to make a payment on account of GST to the Commissioner and, if so, the amount of the payment.

**GST Property Settlement Date Confirmation Form** means the form that the Buyer must lodge with the Commissioner to confirm Settlement has occurred having previously lodged the GST Property Settlement Withholding Notification Form.

**GST Property Settlement Withholding Notification Form** means the notification that the Buyer is required to make in the approved form under section 16-150(2) of Schedule 1 to the TA Act.

## 48 General

### 48.1 Amendment

This Contract may only be varied or replaced by a document signed by or on behalf of the parties.

### 48.2 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### 48.3 Rights cumulative

Except as expressly stated in this Contract, the rights of a party under this Contract are cumulative and are in addition to any other rights of that party.

### 48.4 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Contract and to perform its obligations under it.

### 48.5 Governing law and jurisdiction

- (a) This Contract is governed by and is construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts, which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### 48.6 Liability

An obligation, representation, warranty or agreement of two or more persons binds them separately and together.

### 48.7 Counterparts

This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

#### **48.8 No set-off, withholding or deductions**

The Buyer must make payments under this Contract without set-off, counter claims, conditions, restrictions, withholdings or deductions unless required by law.

#### **48.9 Severability**

- (a) Subject to **special condition 48.9(b)**, if a provision of this Contract is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Contract.
- (b) **Special condition 48.9(a)** does not apply if severing the provision:
  - (i) materially alters the:
    - (A) scope and nature of this Contract; or
    - (B) the relative commercial or financial positions of the parties; or
  - (ii) would be contrary to public policy.

#### **48.10 Entire understanding**

- (a) This Contract contains the entire understanding between the parties as to the subject matter of this Contract.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Contract are merged in and superseded by this Contract and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this Contract; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

#### **48.11 Continuing obligations**

All rights and obligations of a party which have not been performed at Settlement, are not extinguished or affected by Settlement of this Contract or the transfer of the Property, unless those rights or obligations are specifically waived or released by a document signed by all parties.

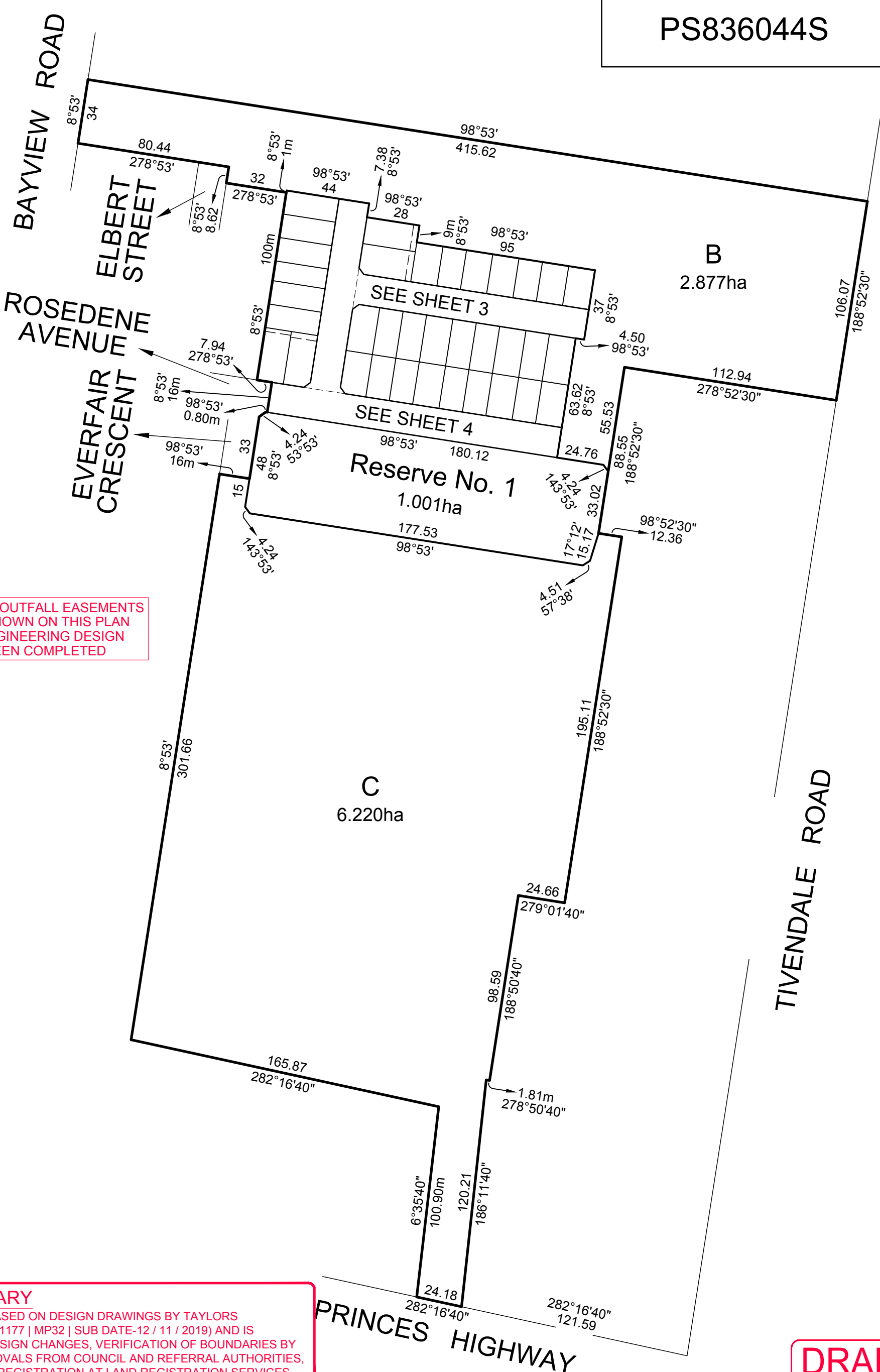
#### **48.12 Non-merger**

Any provision of this Contract which can take effect after Settlement does not merge on Settlement and continues to bind the parties.

# Annexure C

## Plan

<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS836044S</b>	
<b>LOCATION OF LAND</b> PARISH: <b>PAKENHAM</b> TOWNSHIP: SECTION: CROWN ALLOTMENT: 39A (PART) & 39B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot A on PS826731D POSTAL ADDRESS: 46 - 50 Bayview Road (at time of subdivision) OFFICER 3809 MGA 94 CO-ORDINATES: E: 360 370 ZONE: 55 (of approx centre of land in plan) N: 5786 850		COUNCIL NAME: CARDINIA SHIRE COUNCIL		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 201 to 235 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A & B on Sheet 5 of this plan for details.  OTHER PURPOSE OF PLAN Removal of the drainage and sewerage easement marked E-1, drainage easement marked E-2 and sewerage easement marked E-3 on PS826731D in so far as where they lie within new roads R1 on this plan, upon registration of this plan.  GROUNDS FOR REMOVAL: By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988.	
Road R1 Reserve No. 1	Cardinia Shire Council Cardinia Shire Council			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision.  This survey has been connected to Pakenham PM 82 and Pakenham PM 20 In Proclaimed Survey Area No. (Not Applicable)				
<b>HILLSTOWE ESTATE - Release No. 2</b> Area of Release: 2.737ha No. of Lots: 35 Lots and Balance Lots B & C				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	2m	This Plan	Cardinia Shire Council
E-2	Drainage	3m	This Plan	Cardinia Shire Council
	Sewerage			South East Water Corporation
ADDITIONAL EASEMENTS MAY BE SHOWN ON THIS PLAN ONCE ENGINEERING DESIGN HAS BEEN COMPLETED				
DRAFT				
<b>PRELIMINARY</b> THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177   MP32   SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.				
 <b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 01177-S2 Ver. 1  Licensed Surveyor:  RAYMOND LI / Version No 1	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5



ADDITIONAL OUTFALL EASEMENTS  
MAY BE SHOWN ON THIS PLAN  
ONCE ENGINEERING DESIGN  
HAS BEEN COMPLETED

**PRELIMINARY**

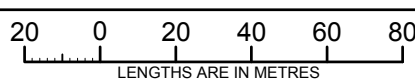
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**DRAFT**



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

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SIZE: A3

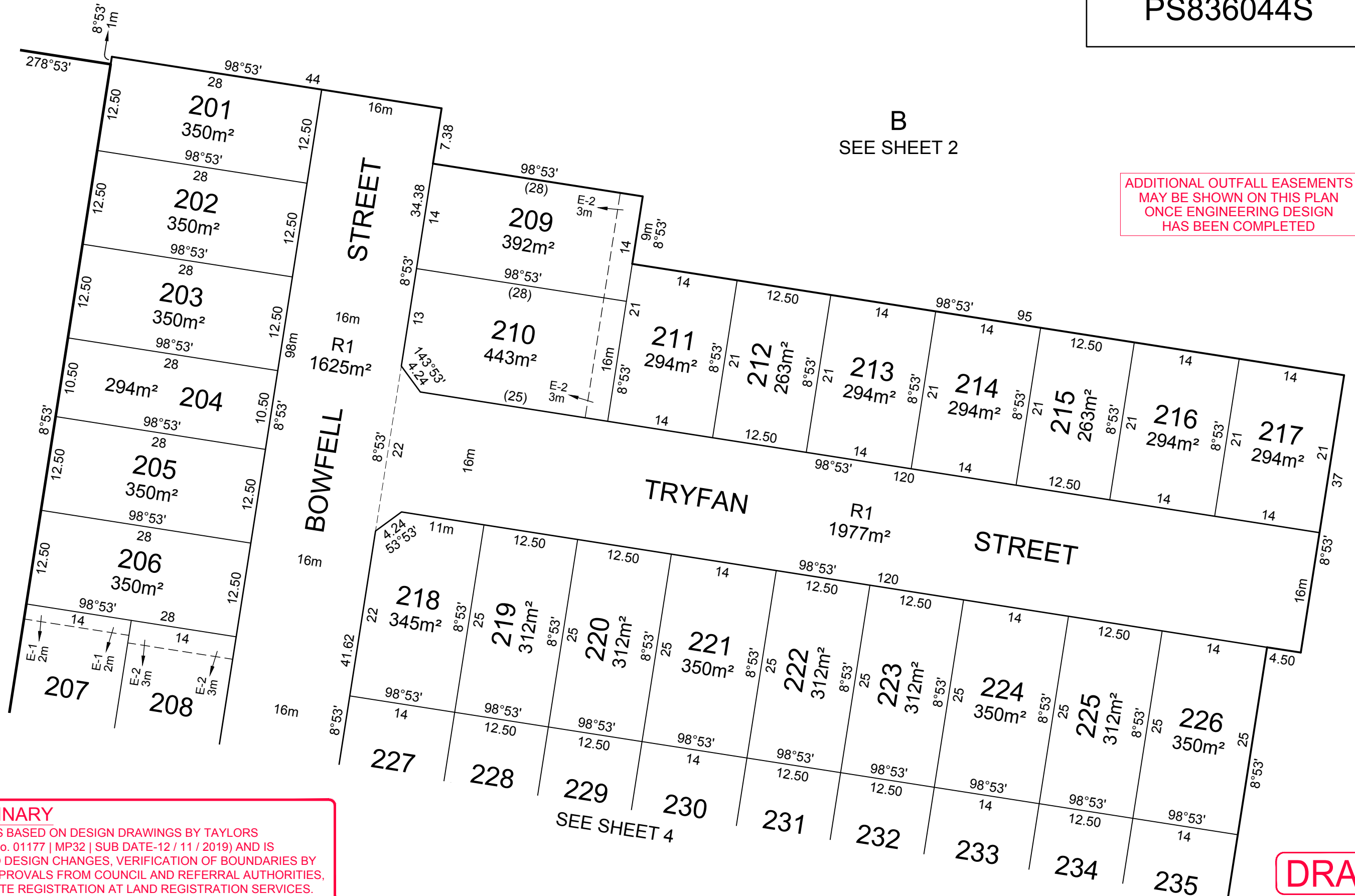
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Ver. 1

SHEET 2

Licensed Surveyor:

RAYMOND LI / Version No 1

MGA94 ZONE 55



B  
SEE SHEET 2

ADDITIONAL OUTFALL EASEMENTS  
MAY BE SHOWN ON THIS PLAN  
ONCE ENGINEERING DESIGN  
HAS BEEN COMPLETED

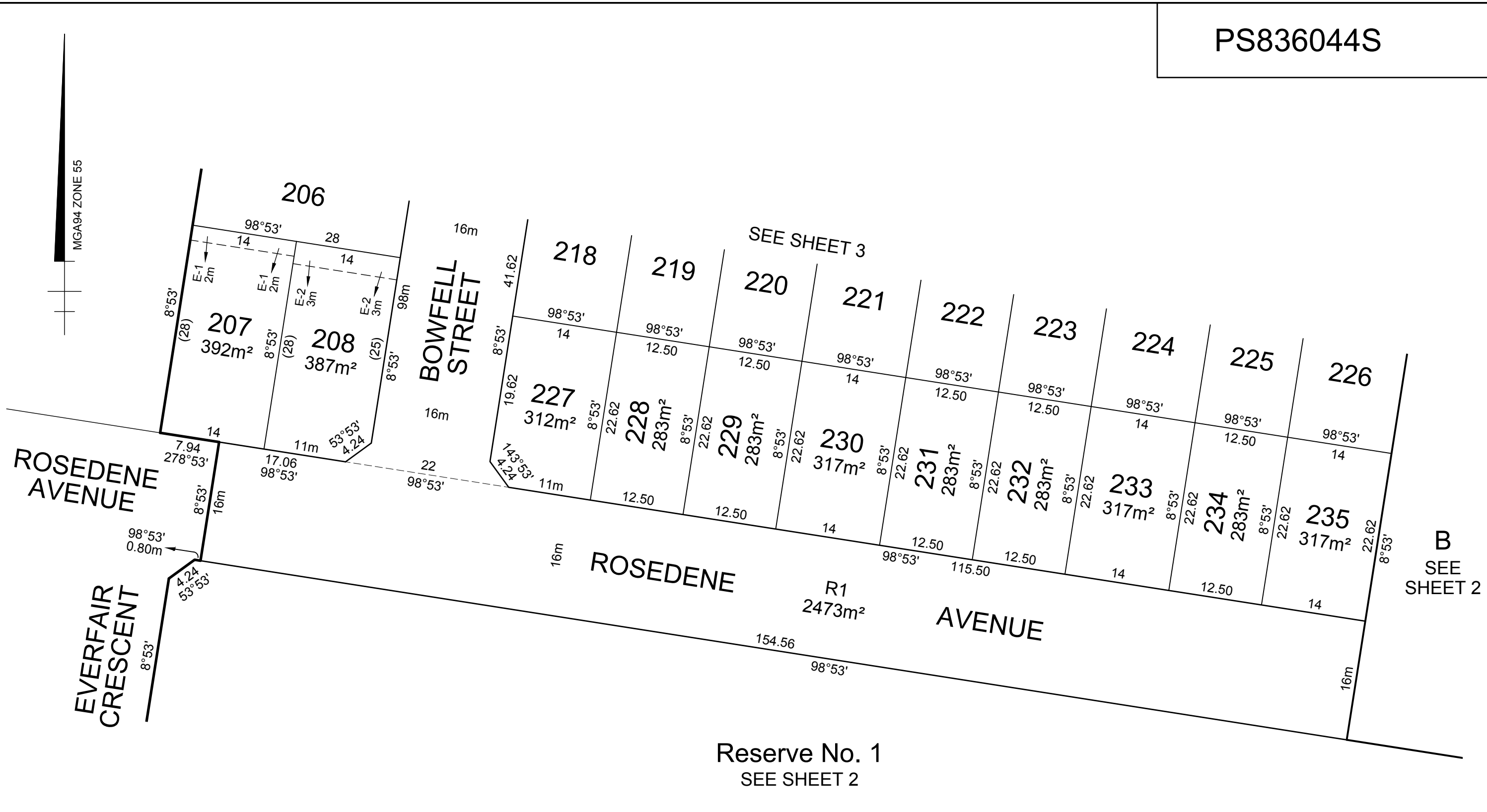
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(DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS  
SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY  
SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES,  
AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**DRAFT**

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

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Licensed Surveyor: RAYMOND LI / Version No 1				





**PRELIMINARY**

THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

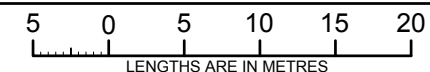
ADDITIONAL OUTFALL EASEMENTS MAY BE SHOWN ON THIS PLAN ONCE ENGINEERING DESIGN HAS BEEN COMPLETED

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ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S2  
Ver. 1

SHEET 4

Licensed Surveyor:

RAYMOND LI / Version No 1

**CREATION OF RESTRICTION A**

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

BURDENED LAND: See Table 1  
 BENEFITED LAND: See Table 1

RESTRICTION:  
 The burdened land cannot be used except in accordance with the provisions recorded in MCP .....  
 Expiry date: 31/12/2034

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
201	202
202	201, 203
203	202, 204
204	203, 205
205	204, 206
206	205, 207, 208
207	206, 208
208	206, 207
209	210, 211
210	209, 211
211	209, 210, 212
212	211, 213
213	212, 214
214	213, 215
215	214, 216
216	215, 217
217	216
218	219, 227

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
219	218, 220, 228
220	219, 221, 229
221	220, 222, 230
222	221, 223, 231
223	222, 224, 232
224	223, 225, 233
225	224, 226, 234
226	225, 235
227	218, 228
228	219, 227, 229
229	220, 228, 230
230	221, 229, 231
231	222, 230, 232
232	223, 231, 233
233	224, 232, 234
234	225, 233, 235
235	226, 234

**PRELIMINARY**  
 THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**CREATION OF RESTRICTION B**

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

BURDENED LAND: See Table 2  
 BENEFITED LAND: See Table 2

RESTRICTION:  
 Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Officer Small Lot Housing Code (SLHC) forming part of the Officer Precinct Structure Plan unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
 Expiry date: 31/12/2034

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
204	203, 205
211	209, 210, 212
212	211, 213
213	212, 214
214	213, 215
215	214, 216
216	215, 217

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
217	216
228	219, 227, 229
229	220, 228, 230
231	222, 230, 232
232	223, 231, 233
234	225, 233, 235

**DRAFT**

# Annexure D

## Guarantee

Date: **20**

We,   
 of

("the Guarantors")

- 1 **IN CONSIDERATION** of the Seller selling to the Buyer at our request the Property for the price and upon the terms and conditions set out in the contract **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Seller that if at any time default shall be made in the payment of the deposit or balance or interest or other moneys payable by the Buyer to the Seller under the contract to be performed or observed by the Buyer we will forthwith on demand by the Seller pay to the Seller the whole of such deposit, balance, interest or other moneys which shall then be due and payable to the Seller and will keep the Seller indemnified against all loss of purchase money interest and other moneys payable under the contract and all losses costs charges and expenses whatsoever which the Seller may incur by reason of any default as aforesaid on the part of the Buyer.
- 2 This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Seller in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract by a nomination under the contract or by time being given to the Buyer for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

Executed as a deed.

**SIGNED, SEALED AND DELIVERED** by )  
 the Guarantor in the presence of: )  
 .....  
 Signature of Guarantor

.....  
 Signature of witness  
 .....  
 Name of Guarantor

**SIGNED, SEALED AND DELIVERED** by )  
 the Guarantor in the presence of: )  
 .....  
 Signature of Guarantor

.....  
 Signature of witness  
 .....  
 Name of Guarantor

# Annexure E

## Nomination Form

### Sale of Real Estate Nomination Form

Relating to a contract between:

**Seller:**

**Buyer:** \_\_\_\_\_ and/or Nominee

**Property:**

**Nominee:** \_\_\_\_\_ of

1. Capitalised terms that are not defined in this deed poll have the same meaning as under the contract between the Seller and the Buyer in relation to the Property (**Contract**).
2. As the Property is expressed as sold to the Buyer "**and/or Nominee**" (or words to like effect) then, under the conditions of the Contract, the Buyer nominates the Nominee as [substitute/additional] purchaser to take a transfer or conveyance of the Property in [substitution for/addition to] the Buyer.
3. The Buyer and the Nominee acknowledge and covenant unconditionally and irrevocably in favour of the Seller that, from the date of this nomination, they will be jointly and severally liable for:
  - a. the due performance of the Buyer's obligations under the Contract;
  - b. payment of any expenses resulting from this nomination (including any duty);  
and
  - c. the indemnity in favour of the Seller set out in paragraph 7.

**Nominee's  
FIRB  
Declaration**

Is the Nominee a "foreign person" for the purposes of the *Foreign Acquisition and Takeovers Act 1975* (Cth)

Yes                       No

4. If the Nominee ticks "No" in the Nominee's FIRB Declaration, the Nominee warrants on the date of this deed poll and again on the Settlement Date that is not a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**Act**) and that it is not required to give notice to, or obtain approval from, the Treasurer of the Commonwealth of Australia under the Act in respect of the transaction contemplated by this deed poll or the Contract.
5. If the Nominee ticks "Yes" in the Nominee's FIRB Declaration, the Nominee warrants on the date of this deed poll and again on the Settlement Date, that it has obtained FIRB Approval (a copy of which is attached to this deed poll).
6. The warranty in paragraph 4 or 5 (as the case may be) is an essential term and the Nominee and Buyer acknowledge that the Seller has accepted the nomination evidenced by this deed poll in reliance on this warranty.
7. The Nominee and Buyer indemnify the Seller against any Claim suffered or incurred by the Seller in connection with or arising from a breach of the warranty in paragraph 4 or 5 (as the case may be) and acknowledges that, subject to the Sale of Land Act, and without limitation to General Condition 7, the Seller may apply the Deposit in respect of such Claim and the payment of the Balance must be varied by the addition of the amount applied by the Seller in accordance with this paragraph.

**Executed** as a deed poll

**Dated** the \_\_\_\_\_ day of 20 \_\_\_\_\_ .

**Execution by Buyer:**

**Signed** by \_\_\_\_\_ )  
 \_\_\_\_\_ )

.....  
 in the presence of:

.....  
 Signature of witness

.....  
 Signature

.....  
 Name of witness (print)

**Signed by** )

)

.....  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Name of witness (print)

**Execution by Nominee:**

**Signed by** )

)

.....  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Name of witness (print)

**Signed by** )

)

.....  
in the presence of:

.....  
Signature of witness

.....  
Signature

.....  
Name of witness (print)

# Annexure F

## Park and Recreation Area Plan





**LEGEND**

- ① BOULEVARD CONNECTOR  
ACCESS TO SCHOOLS BOTH WAYS
- ② POTENTIAL PLAY AREA ADJACENT  
EXISTING TREES PROVIDING  
NATURAL SEATING AND SHADE
- ③ SECONDARY NODE PROVIDING  
CONNECTION BETWEEN OPEN ACTIVE  
RECREATION AND PLAY AREA
- ④ OPEN ACTIVE RECREATION SPACE
- ⑤ COMMUNITY GATHERING SPACE
- ⑥ NODE/STRUCTURE TO CAPTURE VIEWS  
OVER PARK AND TO THE DISTANCE
- ⑦ MAIN ESTATE ENTRY (STAGE 1)
- ⑧ VEGETATED RETARDING BASIN
- ⑨ DECIDUOUS TREES
- ⑩ EVERGREEN TREES





# Annexure G

## Disclosure Material

567 Collins Street, Melbourne VIC 3000, Australia  
GPO Box 9925, Melbourne VIC 3001, Australia  
Tel +61 3 9672 3000  
Fax +61 3 9672 3010  
[www.corrs.com.au](http://www.corrs.com.au)

**CORRS  
CHAMBERS  
WESTGARTH**

Sydney  
Melbourne  
Brisbane  
Perth  
Port Moresby



AVID Property Group Nominees Pty Ltd

A lot on proposed Plan of Subdivision  
PS836044S(part of Stage 2), 46-50 Bayview Road,  
Officer

# Section 32 Statement

# Vendor's Statement to the Purchaser of Real Estate under section 32 of the *Sale of Land Act 1962 (Vic)*

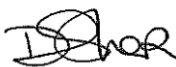

The Vendor makes this statement in respect of the Land in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* (**Act**).

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

The Purchaser acknowledges being given this statement signed by the Vendor with the **attached** documents before the Purchaser signed any contract and consents to the Vendor signing by electronic signature.

<b>Property</b>	A lot on proposed plan of subdivision PS836044S being part of the land in certificates of titles volume 8314 folio 112, volume 9535 folio 202 and volume 9542 folio 679 being part of Stage 2, 46 – 50 Bayview Road, Officer, Victoria.
-----------------	---

<b>Vendor's name</b>	AVID Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for Officer Property Unit Trust of Level 35, 259 George Street Sydney NSW 2000	<b>Date</b>  11 December 2019
----------------------	--	-------------------------------------

<b>Vendor's Execution</b>	<b>Executed</b> on behalf of AVID Property Group Nominees Pty Ltd by its attorneys under a Power of Attorney dated 17 August 2016 who declare that they have not received any notice of the revocation of that Power of Attorney	 
---------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b>

<b>Purchaser's signature</b>	
------------------------------	--

# 1 Financial Matters – s32A

## 1.1 Mortgages

The Property is not subject to a mortgage (as defined in the Act) which will not be discharged or otherwise removed at settlement.

## 1.2 Charges

The Property is not subject to any charge, whether registered or unregistered.

## 1.3 Rates, taxes, charges, and other similar outgoings

(a) The Property is not separately rated or assessed for rates and taxes at the date of this statement. The **attached** certificates relate to land which includes the Property. The Vendor is unable to accurately estimate the exact outgoings which will apply to the Property after approval and registration of the proposed plan of subdivision. The Property will be subject to a Community Infrastructure Levy and the Purchaser will be liable for this levy in accordance with special condition 28.3 of the Contract of Sale.

The rates, taxes, charges and similar outgoings (including the Community Infrastructure Levy assuming one dwelling is constructed on the Property) are not expected to exceed \$7,000.

(b) It is anticipated that the Property will be separately rateable and may be taxable, following settlement. The Purchaser should make its own enquiries of relevant rating and taxing authorities concerning the level of rates, taxes, charges and other outgoings which will be payable on the Property after settlement.

(c) The amount of land tax which may be applicable to the Property may vary from the amount shown in the **attached** certificate and will be determined having regard to the specific circumstances of the Purchaser including the total unimproved value of the land owned by the Purchaser.

## 1.4 Terms Contract

This **section 1.4** does not apply as the contract for the sale of the Property is not a terms contract contemplated by section 32A(d) of the Act.

# 2 Insurance – s32B

## 2.1 Damage and Destruction

This **section 2.1** does not apply as the contract for the sale of the Property provides for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

## 2.2 Owner-Builder

This **section 2.2** does not apply as there is no residence on the Property which was constructed within the preceding 6 years and to which s137B of the *Building Act 1993* (Vic) applies.

## 3 Land use – s32C

### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) **Attached** are descriptions of any easement, covenant or other similar restriction affecting the Property, whether registered or unregistered, if any.
- (b) The Vendor is not aware of any existing failure to comply with the terms of any easement, covenant or other similar restriction, if any.
- (c) The Vendor may be required to enter into one or more agreements with Council under section 173 of the *Planning and Environment Act 1987* (Vic) in accordance with special condition 29 of the Contract of Sale.

### 3.2 Designated Bushfire Prone Area

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

### 3.3 Road Access

As at the date of this statement, there is no access to the Property by road. There will be access to the Property by road from settlement.

### 3.4 Planning Scheme

The Property is affected by a planning scheme the details of which, including the:

- (a) name of the planning scheme;
  - (b) name of the responsible entity;
  - (c) zoning of the land; and
  - (d) name of any planning overlay affecting the Property,
- are contained in the **attached** certificate(s).

## 4 Notices – s32D

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

Particulars of any notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the Property of which the Vendor might reasonably be expected to have knowledge are contained in the **attached** certificates and/or statements.

## **4.2 Disease and Contamination**

To the Vendor's knowledge, there are no notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes.

## **4.3 Compulsory Acquisition**

To the Vendor's knowledge, there are no notices of intention to acquire the Property which have been served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic).

## **5 Building permits – s32E**

Particulars of any building permit issued under the *Building Act 1993* (Vic) in the preceding 7 years are contained in the attached certificates and/or statements.

## **6 Owners corporation – s32F**

This **section 6** does not apply as the Property is not affected by an owners corporation (as defined in the *Owners Corporation Act 2006* (Vic)).

## **7 Growth Areas Infrastructure Contribution – s32G**

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

### **7.1 Work-in-Kind Agreement**

This **section 7.1** does not apply as the Property is not subject to a work-in-kind agreement.

### **7.2 GAIC Recording**

This **section 7.2** does not apply as the Property is not subject to GAIC recording.

## 8 Services – s32H

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

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

As at the date of this statement, the Property is vacant and the above services are not connected to the Property.

The Vendor's intention is to make the above services available for connection at or near the boundary of the Property (**Connection Point**) from settlement in accordance with special condition 33 of the Contract of Sale.

The Purchaser is responsible for carrying out the necessary works to connect the infrastructure for the above services from the Connection Point to the dwelling and is responsible for any fees relating to the connection of the above services to the dwelling in accordance with special condition 33 of the Contract of Sale.

## 9 Title – s32I

**Attached** are copies of the following documents:

- (a) register search statements and the documents, or part of a documents, referred to as the 'diagram location' in those statements which identify the Property and its location; and
- (b) evidence of the Vendor's right or power to sell the Property (where the Vendor is not the registered proprietor or owner in fee simple).

## 10 Subdivision – s32I

### 10.1 Unregistered subdivision

The Property is subject to a subdivision for which the relevant plan of subdivision has not been certified.

**Attached** is a copy of the latest version of the plan of subdivision.

## 10.2 Staged Subdivision

This **section 10.2** does not apply as the Property is not subject to a staged subdivision.

## 10.3 Further Plan of Subdivision

- (a) The Property is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* (Vic) is proposed.
- (b) The proposed plan of subdivision PS836044S is intended to create superlots B and C (which may be developed in accordance with special condition 12 of the Contract of Sale) and a further plan(s) may be registered with respect to superlots B and C.

## 11 Due diligence checklist

The Vendor or the Vendor's licensed estate agent is offering land for sale that is vacant residential land or land on which there is a residence. A copy of the due diligence checklist is **attached** to this Vendor's Statement.

## 12 Attachments

- (a) Consumer Affairs Victoria Due Diligence Checklist;
- (b) Title searches (certificates of titles volume 8314 folio 112, volume 9535 folio 202 and volume 9542 folio 679);
- (c) Plan of Subdivision LP048078;
- (d) Title Plan TP132216B;
- (e) Plan of Subdivision LP144824;
- (f) Proposed Plan of Subdivision PS826731D;
- (g) Proposed Plan of Subdivision PS836044S;
- (h) Planning Permit T130581;
- (i) Planning Permit T140157;
- (j) State Revenue Office Land Tax Clearance certificate;
- (k) Water Information certificate;
- (l) Land Information certificate;
- (m) Planning certificate;
- (n) Designated Bush Fire Prone Areas certificate;
- (o) Building Approvals certificate;
- (p) GAIC certificate;
- (q) Roads certificate;



- (r) Heritage Victoria certificate;
- (s) National Trust certificate;
- (t) EPA Priority Sites Register extract;
- (u) Aboriginal Heritage Register extract;
- (v) Design Guidelines;
- (w) Engineering drawings showing, among other things, proposed changes to the surface level of the Property and land in abutting lots; and
- (x) CGT Withholding Certificate.

# Due Diligence Checklist



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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

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

VOLUME 08314 FOLIO 112

Security no : 124080507547A

Produced 29/11/2019 04:26 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 048078.

PARENT TITLES :

Volume 01367 Folio 387      Volume 06950 Folio 803

Created by instrument B250535 25/09/1961

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

AVID PROPERTY GROUP NOMINEES PTY LTD of UNIT 35 259 GEORGE STREET SYDNEY NSW  
2000

AR936226J 18/02/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS030456H 22/03/2019

ANZ FIDUCIARY SERVICES PTY 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP048078 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 50 BAYVIEW ROAD OFFICER VIC 3809

DOCUMENT END

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

VOLUME 09535 FOLIO 202

Security no : 124080507552U

Produced 29/11/2019 04:26 PM

LAND DESCRIPTION

Lot 1 on Title Plan 132216B.  
PARENT TITLE Volume 08539 Folio 618  
Created by instrument K592754 18/10/1983

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of 35/259 GEORGE STREET SYDNEY VIC 2000  
AR935995N 18/02/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS030456H 22/03/2019  
ANZ FIDUCIARY SERVICES PTY 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.

DIAGRAM LOCATION

SEE TP132216B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 415 PRINCES HIGHWAY OFFICER VIC 3809

DOCUMENT END

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

VOLUME 09542 FOLIO 679

Security no : 124080507554S

Produced 29/11/2019 04:26 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 144824.

PARENT TITLES :

Volume 06025 Folio 855      Volume 08314 Folio 113

Created by instrument LP144824 10/02/1984

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

AVID PROPERTY GROUP NOMINEES PTY LTD of 35/GEORGE STREET SYDNEY NSW 2000  
AR935797S 18/02/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS030456H 22/03/2019

ANZ FIDUCIARY SERVICES PTY 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP144824 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 46 BAYVIEW ROAD OFFICER VIC 3809

DOCUMENT END

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TITLE PLAN		EDITION 1	TP 132216B
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<p><b>Location of Land</b></p> <p>Parish: PAKENHAM          Township:          Section:          Crown Allotment:          Crown Portion:</p> <p>Last Plan Reference: LP 89386          Derived From: VOL 9535 FOL 202          Depth Limitation: NIL</p>	<p><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

<p><b>Description of Land / Easement Information</b></p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 03/09/1999          VERIFIED: CP</p>
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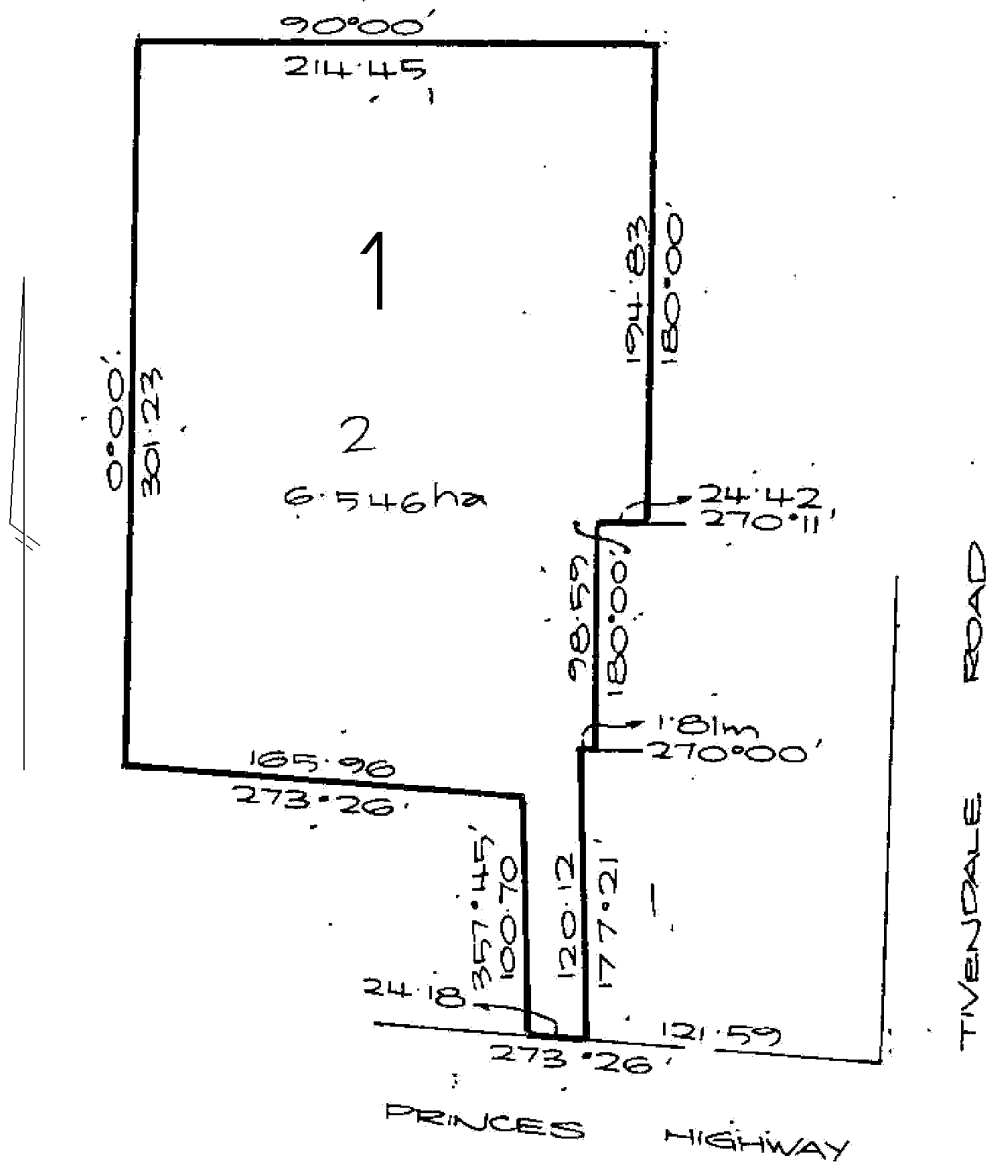


TABLE OF PARCEL IDENTIFIERS
<p>WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</p> <p>PARCEL 1 = LOT 2 (PT) ON LP 89386</p>

<p>LENGTHS ARE IN METRES</p>	<p>Metres = 0.3048 x Feet          Metres = 0.201168 x Links</p>	<p>Sheet 1 of 1 sheets</p>
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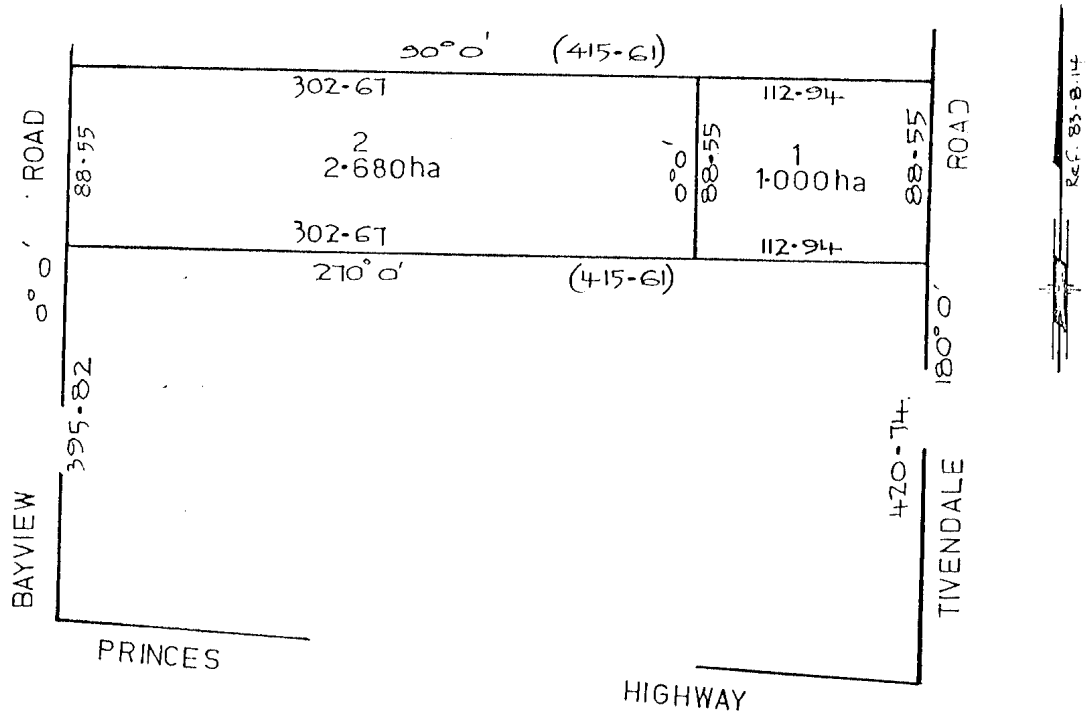
M

**LP144824**  
**EDITION 1**  
 APPROVED 10/1/84

<p style="text-align: center;">PLAN OF SUBDIVISION OF                  PART OF CROWN ALLOTMENT 39<sup>A</sup> + 39<sup>B</sup>                  PARISH OF PAKENHAM                  COUNTY OF MORNINGTON</p>	
<p>SCALE  50 25 0 50 100                  LENGTHS ARE IN METRES</p>	

V.6025 - F.855  
 V.8314 - F.113  
**APPROVED**  
 10-1-1984

**LITHO SH.**



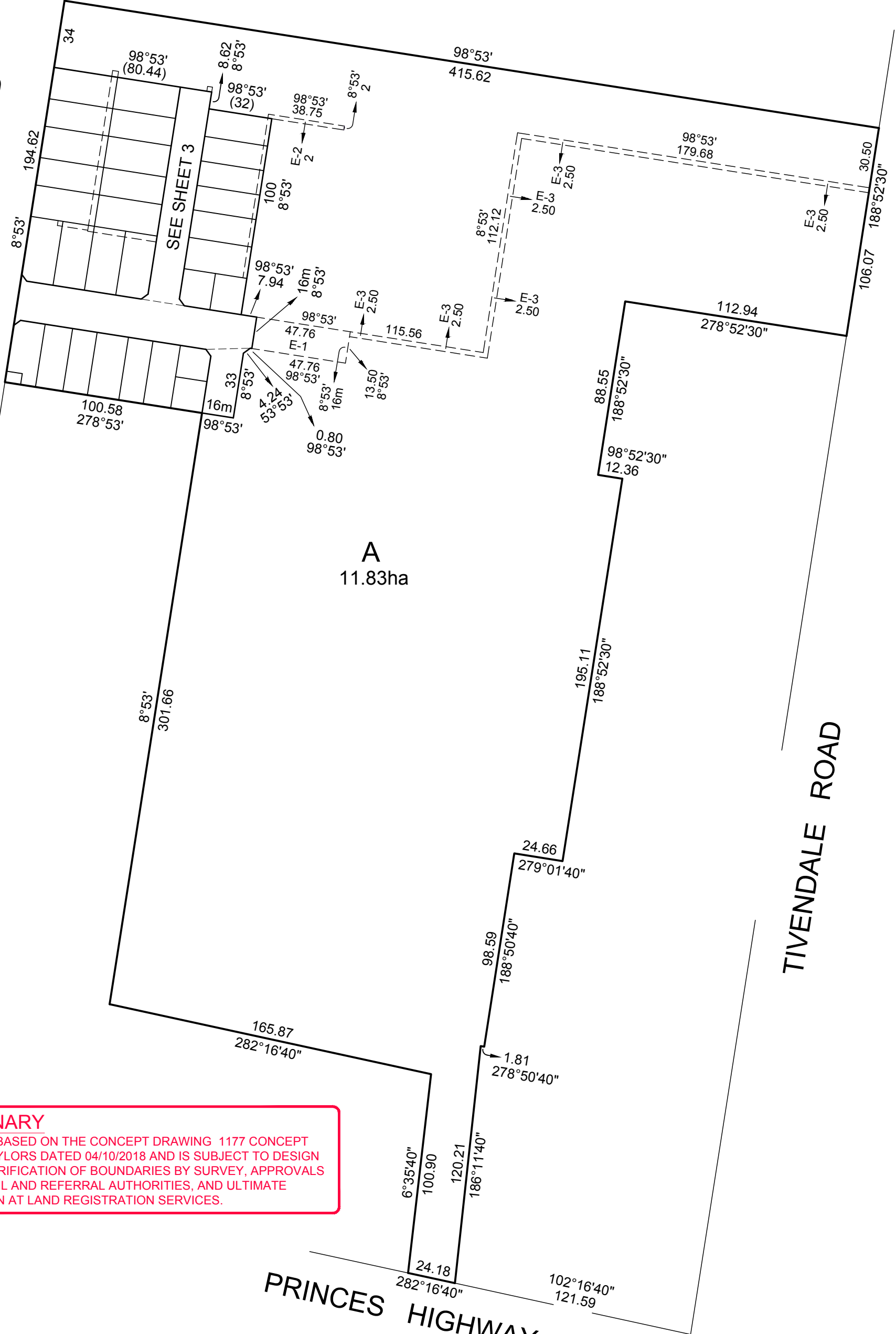
CONSENT OF COUNCIL	SURVEYORS CERTIFICATION
<p style="font-size: small;">The Council of the County of Mornington, and the Council of the County of Mornington, do hereby consent to the subdivision of the land described in the above plan, and to the creation of the lots therein, and to the registration of this plan of subdivision.</p> <p>Done at ...                  in presence of ...                  on ... 14 ... NOVEMBER 83.</p>	<p>I CERTIFY THAT THIS PLAN HAS BEEN MADE BY ME &amp; ACCORDS WITH TITLE &amp; IS MATHEMATICALLY CORRECT</p> <p style="text-align: center;"><i>Michael J. Redden</i></p> <p style="text-align: center;">LICENSED SURVEYOR                  14.8.1981</p>

<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS826731D</b>	
<b>LOCATION OF LAND</b> PARISH: <b>PAKENHAM</b> TOWNSHIP: SECTION: CROWN ALLOTMENT: 39A (Part) & 39B (Part) CROWN PORTION: TITLE REFERENCE: Vol. 8314 Fol. 112 Vol. 9542 Fol. 679 Vol. 9535 Fol. 202 LAST PLAN REFERENCE: LOT 1 ON LP48078 LOT 2 ON LP144824 LOT 1 ON TP132216B POSTAL ADDRESS: 46 - 50 BAYVIEW ROAD (at time of subdivision) OFFICER 3809 MGA 94 CO-ORDINATES: E: 360 240 ZONE: 55 (of approx centre of land in plan) N: 5 786 910		COUNCIL NAME: CARDINIA SHIRE COUNCIL		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	Lots 101 to 130 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A & B on Sheet 4 of this plan for details.		
ROAD R1 RESERVE No.1	CARDINIA SHIRE COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply		<div style="border: 2px solid red; padding: 5px; margin-top: 20px;"> <p style="text-align: center; margin: 0;"><b>PRELIMINARY</b></p> <p style="font-size: 0.8em; margin: 0;">THIS PLAN IS BASED ON THE CONCEPT DRAWING 1177 CONCEPT 25-SUB BY TAYLORS DATED 04/10/2018 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.</p> </div>		
SURVEY: This plan is based on survey.				
STAGING: This is not a staged subdivision.				
<b>HILLSTOWE ESTATE</b> Area of Release: 1.806ha No. of Lots: 30 Lots and Balance Lot A				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	This Plan	Cardinia Shire Council
	Sewerage			South East Water Corporation
E-2	Drainage	2m	This Plan	Cardinia Shire Council
E-3	Sewerage	2.50m	This Plan	South East Water Corporation
<div style="border: 2px solid red; border-radius: 10px; padding: 10px; margin: 20px auto; width: 80%;"> <p style="text-align: center; margin: 0; color: red;">ADDITIONAL EASEMENTS MAY BE SHOWN ON THIS PLAN ONCE ENGINEERING DESIGN HAS BEEN COMPLETED</p> </div>				
 <b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 01177-S1 Ver. 2 Licensed Surveyor: RAYMOND LI / Version No 2	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 4

BAYVIEW ROAD

TIVENDALE ROAD

PRINCES HIGHWAY

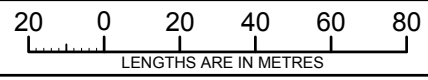


**PRELIMINARY**  
 THIS PLAN IS BASED ON THE CONCEPT DRAWING 1177 CONCEPT 25-SUB BY TAYLORS DATED 04/10/2018 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**TAYLORS**

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

SCALE  
 1:2000



Licensed Surveyor:

RAYMOND LI / Version No 2

ORIGINAL SHEET  
 SIZE: A3

Ref. 01177-S1  
 Ver. 2

SHEET 2

A  
SEE SHEET 2

PS826731D

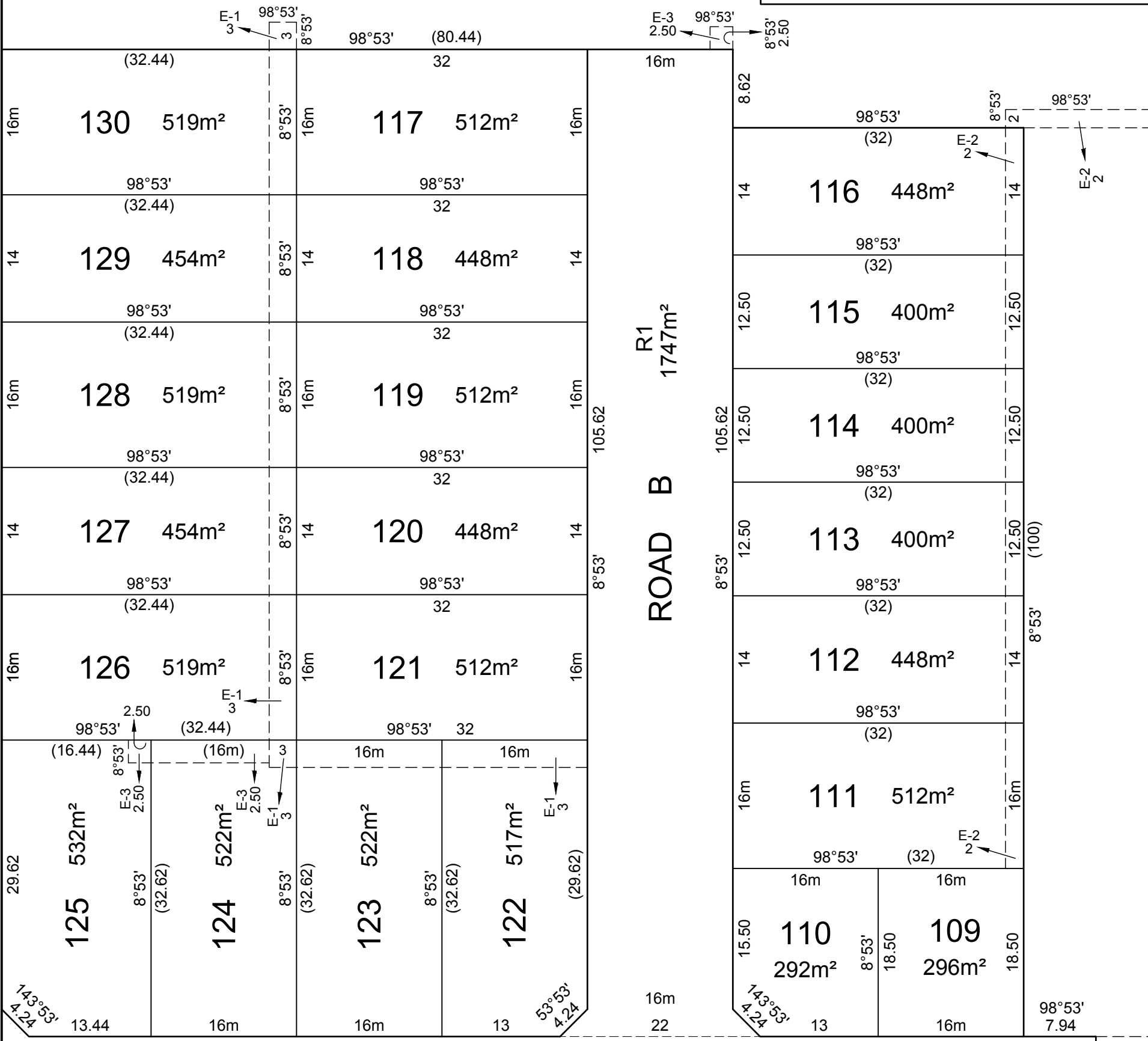
BAYVIEW ROAD

ROAD B  
R1  
1747m<sup>2</sup>

ROAD A  
R1  
2369m<sup>2</sup>

ROAD C  
R1  
553m<sup>2</sup>

RESERVE No. 1  
45m<sup>2</sup>

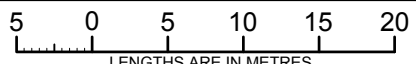


**PRELIMINARY**  
THIS PLAN IS BASED ON THE CONCEPT DRAWING 1177 CONCEPT 25-SUB BY TAYLORS DATED 04/10/2018 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**TAYLORS**

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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SCALE  
1:500



Licensed Surveyor:

RAYMOND LI / Version No 2

ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S1  
Ver. 2

SHEET 3

**CREATION OF RESTRICTION A**

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

BURDENED LAND: See Table 1  
 BENEFITED LAND: See Table 1

RESTRICTION:  
 The burdened land cannot be used except in accordance with the provisions recorded in MCP .....  
 Expiry date: 31/12/2025

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105, 107, 108
107	106, 108
108	106, 107
109	110, 111
110	109, 111
111	109, 110, 112
112	111, 113
113	112, 114
114	113, 115
115	114, 116

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
116	115
117	118, 130
118	117, 119, 129
119	118, 120, 128
120	119, 121, 127
121	120, 122, 123, 126
122	121, 123
123	121, 122, 124
124	123, 125, 126
125	124, 126
126	121, 124, 125, 127
127	120, 126, 128
128	119, 127, 129
129	118, 128, 130
130	117, 129

**CREATION OF RESTRICTION B**

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

BURDENED LAND: See Table 2  
 BENEFITED LAND: See Table 2

RESTRICTION:  
 Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Cardinia Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
 Expiry date: 31/12/2025

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
107	A	106, 108
108	A	106, 107
109	A	110, 111
110	A	109, 111

**PRELIMINARY**

THIS PLAN IS BASED ON THE CONCEPT DRAWING 1177 CONCEPT 25-SUB BY TAYLORS DATED 04/10/2018 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.



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 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Licensed Surveyor:

RAYMOND LI / Version No 2

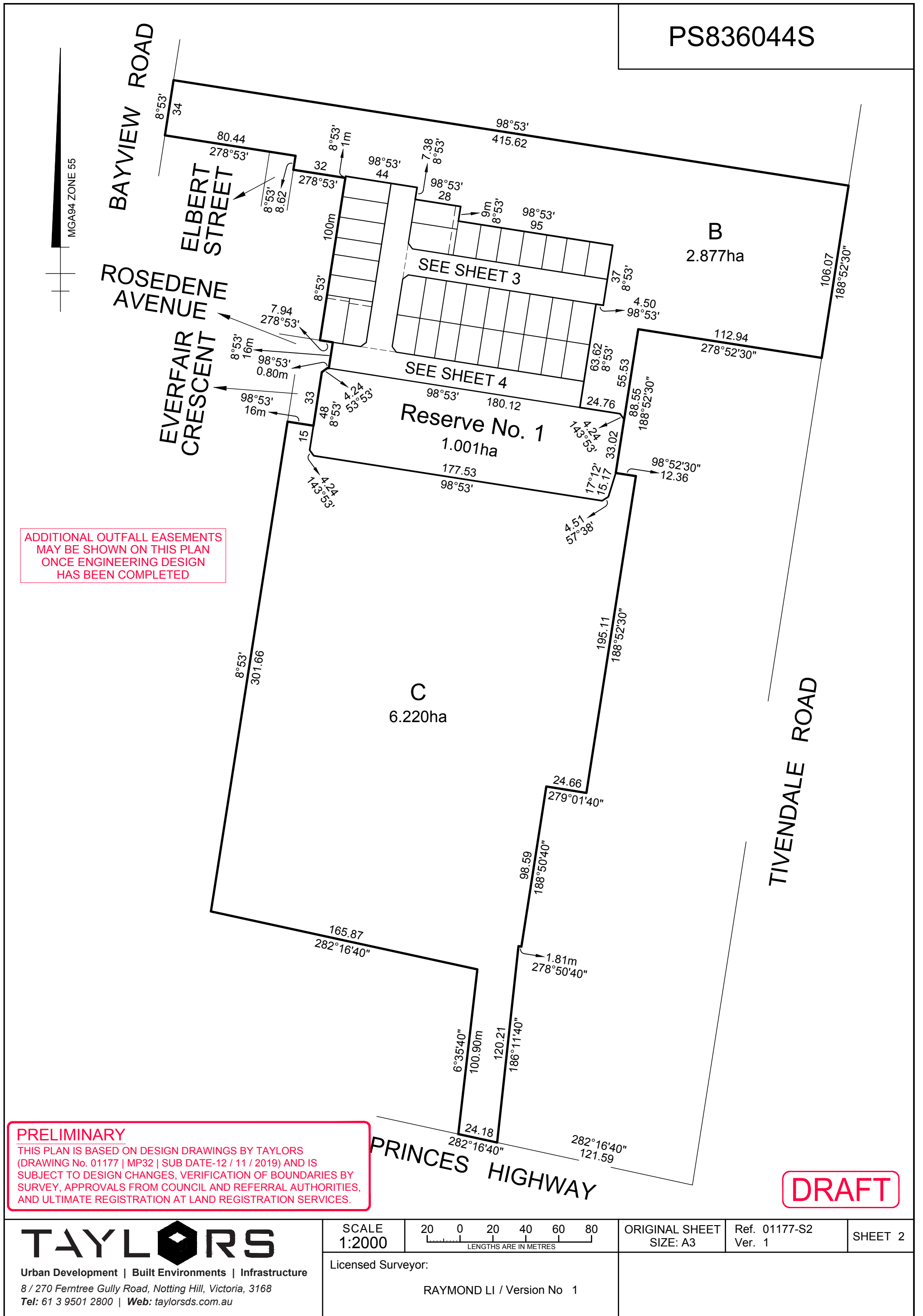
ORIGINAL SHEET  
 SIZE: A3

Ref. 01177-S1  
 Ver. 2

SHEET 4

<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS836044S</b>	
<b>LOCATION OF LAND</b> PARISH: <b>PAKENHAM</b> TOWNSHIP: SECTION: CROWN ALLOTMENT: 39A (PART) & 39B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot A on PS826731D POSTAL ADDRESS: 46 - 50 Bayview Road (at time of subdivision) OFFICER 3809 MGA 94 CO-ORDINATES: E: 360 370 ZONE: 55 (of approx centre of land in plan) N: 5786 850		COUNCIL NAME: CARDINIA SHIRE COUNCIL		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER		Lots 201 to 235 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A & B on Sheet 5 of this plan for details.  <b>OTHER PURPOSE OF PLAN</b> Removal of the drainage and sewerage easement marked E-1, drainage easement marked E-2 and sewerage easement marked E-3 on PS826731D in so far as where they lie within new roads R1 on this plan, upon registration of this plan.  <b>GROUND FOR REMOVAL:</b> By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988.		
Road R1 Reserve No. 1	COUNCIL/BODY/PERSON Cardinia Shire Council Cardinia Shire Council			
<b>NOTATIONS</b>		<b>DEPTH LIMITATION:</b> Does Not Apply  <b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision.  This survey has been connected to Pakenham PM 82 and Pakenham PM 20 In Proclaimed Survey Area No. (Not Applicable)		
<b>HILLSTOWE ESTATE - Release No. 2</b>				
Area of Release: 2.737ha				
No. of Lots: 35 Lots and Balance Lots B & C				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	2m	This Plan	Cardinia Shire Council
E-2	Drainage	3m	This Plan	Cardinia Shire Council
	Sewerage			South East Water Corporation
ADDITIONAL EASEMENTS MAY BE SHOWN ON THIS PLAN ONCE ENGINEERING DESIGN HAS BEEN COMPLETED				
<b>DRAFT</b>				
<b>PRELIMINARY</b> THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177   MP32   SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.				
 <b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 01177-S2 Ver. 1  Licensed Surveyor:  RAYMOND LI / Version No 1	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5





ADDITIONAL OUTFALL EASEMENTS  
MAY BE SHOWN ON THIS PLAN  
ONCE ENGINEERING DESIGN  
HAS BEEN COMPLETED

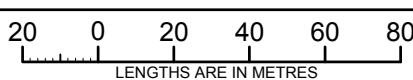
**PRELIMINARY**  
THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS  
(DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS  
SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY  
SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES,  
AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**DRAFT**



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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SCALE  
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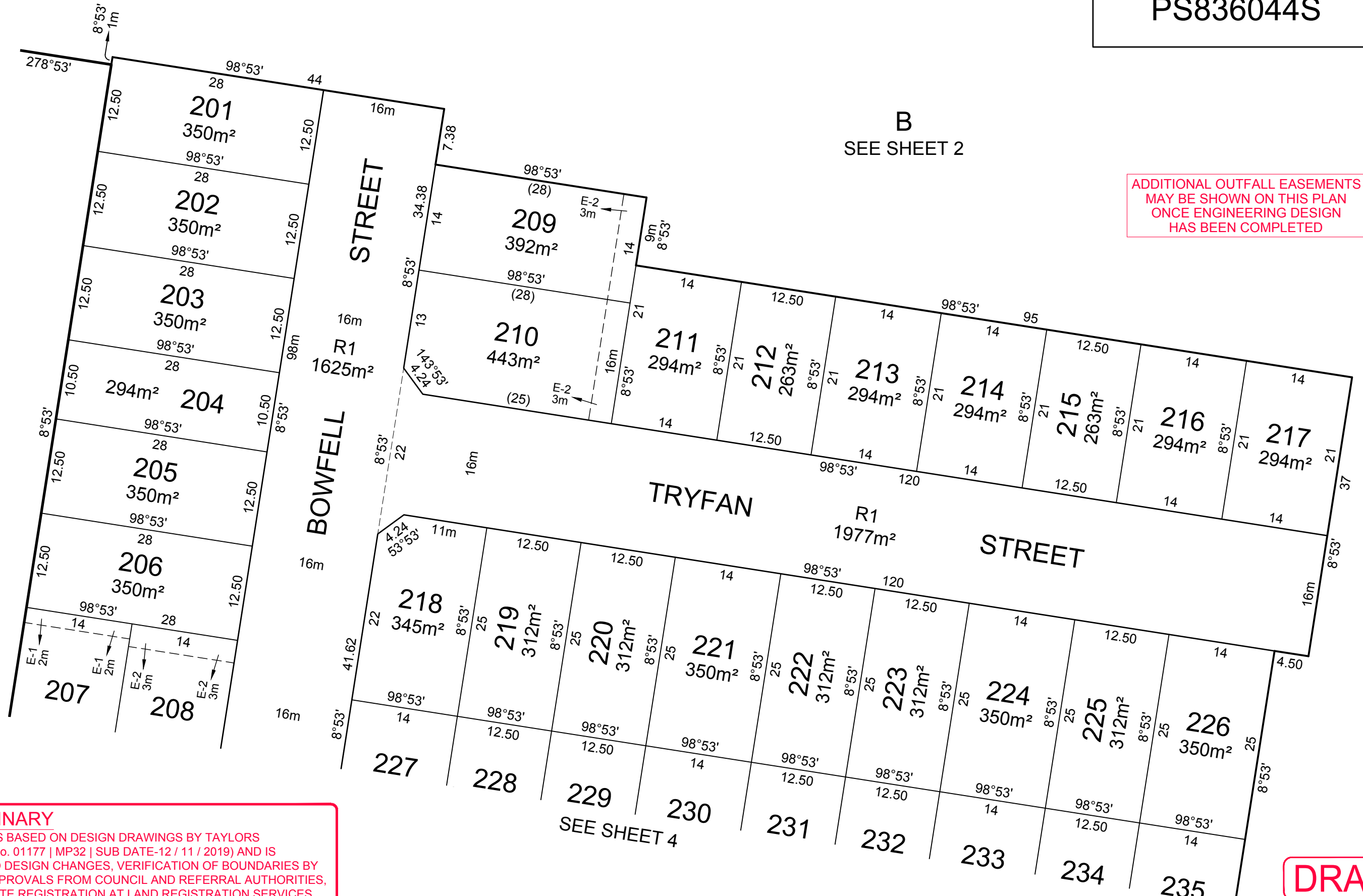
ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S2  
Ver. 1

SHEET 2

Licensed Surveyor:

RAYMOND LI / Version No 1



ADDITIONAL OUTFALL EASEMENTS  
MAY BE SHOWN ON THIS PLAN  
ONCE ENGINEERING DESIGN  
HAS BEEN COMPLETED

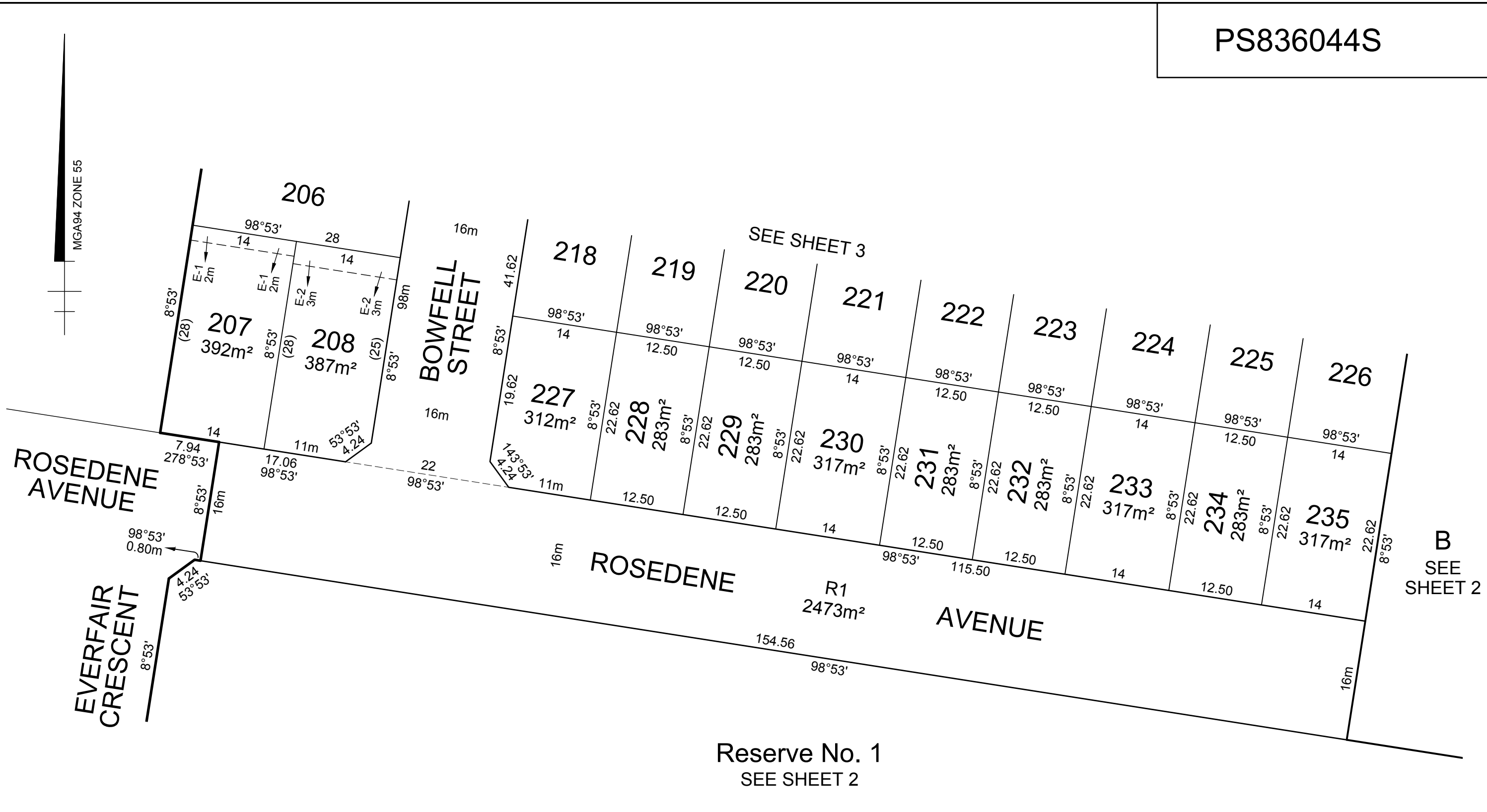
**PRELIMINARY**  
THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS  
(DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS  
SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY  
SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES,  
AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**DRAFT**

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

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 01177-S2 Ver. 1	SHEET 3
Licensed Surveyor: RAYMOND LI / Version No 1				





**PRELIMINARY**

THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

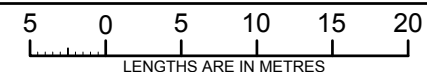
ADDITIONAL OUTFALL EASEMENTS MAY BE SHOWN ON THIS PLAN ONCE ENGINEERING DESIGN HAS BEEN COMPLETED

**DRAFT**



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

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S2  
Ver. 1

SHEET 4

Licensed Surveyor:

RAYMOND LI / Version No 1

**CREATION OF RESTRICTION A**

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

BURDENED LAND: See Table 1  
 BENEFITED LAND: See Table 1

RESTRICTION:  
 The burdened land cannot be used except in accordance with the provisions recorded in MCP .....  
 Expiry date: 31/12/2034

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
201	202
202	201, 203
203	202, 204
204	203, 205
205	204, 206
206	205, 207, 208
207	206, 208
208	206, 207
209	210, 211
210	209, 211
211	209, 210, 212
212	211, 213
213	212, 214
214	213, 215
215	214, 216
216	215, 217
217	216
218	219, 227

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
219	218, 220, 228
220	219, 221, 229
221	220, 222, 230
222	221, 223, 231
223	222, 224, 232
224	223, 225, 233
225	224, 226, 234
226	225, 235
227	218, 228
228	219, 227, 229
229	220, 228, 230
230	221, 229, 231
231	222, 230, 232
232	223, 231, 233
233	224, 232, 234
234	225, 233, 235
235	226, 234

**PRELIMINARY**  
 THIS PLAN IS BASED ON DESIGN DRAWINGS BY TAYLORS (DRAWING No. 01177 | MP32 | SUB DATE-12 / 11 / 2019) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

**CREATION OF RESTRICTION B**

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

BURDENED LAND: See Table 2  
 BENEFITED LAND: See Table 2

RESTRICTION:  
 Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Officer Small Lot Housing Code (SLHC) forming part of the Officer Precinct Structure Plan unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
 Expiry date: 31/12/2034

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
204	203, 205
211	209, 210, 212
212	211, 213
213	212, 214
214	213, 215
215	214, 216
216	215, 217

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
217	216
228	219, 227, 229
229	220, 228, 230
231	222, 230, 232
232	223, 231, 233
234	225, 233, 235

**DRAFT**

24 March 2014



Taylor's  
Stephen Lake  
8/270 Ferntree Gully Road  
Notting Hill Vic 3168

Dear Sir,

**App No.:** T130581  
**Prop No.:** 1701102300  
**Address.:** L1 PS144824, 46 Bayview Road, Officer; L1 PS048078, 50 Bayview Road, Officer & L1 TP132216, , 415 Princes Highway, Officer  
**Proposal.:** Multi-lot subdivision and associated works, subdivision adjacent to land within the road zone category 1 and works within the land subject to inundation overlay

I refer to the above planning permit application and wish to advise that a permit has been granted. Please find enclosed your copy of the permit.

Your attention is drawn to the conditions of the permit. Please read these conditions carefully and check as to whether there are any steps which you need to take prior to commencing the use or the development, including submission of additional plans.

Please be aware that it is your responsibility to ensure that all of the conditions on the permit are complied with and that the permit remains valid. Council does not advise you when the permit will expire.

Please note if the permit relates to a subdivision a change in street number allocation may occur.

This permit should be kept in a safe place for future reference.

If you have any further queries regarding this matter, please contact Council's Development Services Department on (03) 5945 4268 or [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

Yours faithfully,

**Lisa Hall**  
**Project Planner - Urban Development**

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council

FORM 4  
  
CARDINIA

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

1. 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 drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans dated 9/01/14, by Taylors but modified to show:
  - a) The pavement width of the road located to the south of the reserve increased to 7.3m.
  - b) Greater lot width diversity between adjacent lots so that no four lots in a row have the same lot width.
  - c) Additional road widening (splay) at the intersection of the Connector street boulevard and Bayview Road as per the Officer Road Network – General Layout Plans, September 2011 and to the satisfaction of the Responsible Authority.
  - d) The '20m Rural Road' identified as 'local road type 2'.
  - e) The western portion of the Connector street boulevard currently within Stage 6 works included in Stage 2 works.
  - f) The telecommunications optical fibre cable network (or superior technology) for the subdivision. This can be shown indicatively on the plan or as a notation on the plan.
2. The Small Lot Housing Code forming part of the Officer Precinct Structure Plan (September 2011) applies to the subdivision of the land under this permit and the application of the Small Lot housing Code must be shown on any endorsed plans which are part of this planning permit.
3. The layout of the subdivision, and access as shown on the endorsed plan/s, must not be altered or modified without the prior written consent in writing of the Responsible Authority.
4. The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed in writing by the Responsible Authority.
5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the approved plan in accordance with the authority's requirements and relevant legislation at the time.

---

Date Issued: 24 March 2014

Signature for the  
Responsible Authority: \_\_\_\_\_





# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

**THIS PERMIT ALLOWS:** Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

6. Existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
7. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authorities under Section 8 of that Act.
8. The owner of the land must enter into an agreement with:
  - a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with an 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.
9. Before the submission and approval of detailed design construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, generally in accordance with the standards nominated in the Cardinia Shire Council "Guidelines for the Development & Subdivision of Land", "Development Construction Specification" and the Water Sensitive Urban Design (WSUD) Guidelines, to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority.

When approved, the functional layout plan will be endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn to a scale of 1:500 to acceptable drafting standards and an electronic copy (pdf) must be provided.

The functional layout plan must show:

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

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to read 'A. Hill', written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
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L1 TP132216, 415 Princes Highway, Officer

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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- c) Identification by survey of all trees (or group of trees) identified in the Native Vegetation Precinct Plan on the subject land, including dead trees and those that overhang the subject land from adjoining land;
- d) Details of tree protection zones (TPZs) for all trees to be retained on the subject land;
- e) All trees proposed for removal from the subject land clearly designated;
- f) Typical cross-sections for each street type, dimensioning individual elements, service offsets and any other spatial requirements identified in the Development Plan;
- g) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls;
- h) The proposed minor drainage network and any spatial features requiring access;
- i) The major drainage system including any watercourse, lake, wetland, sediment pond rain gardens, bio-infiltration system and/or piped elements showing preliminary sizing;
- j) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- k) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for the construction and maintenance;
- l) A table of offsets for all utility services and street trees;
- m) Preliminary location of reserves for electrical kiosks; and
- n) Traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays.

*Sites that are not adjacent to existing or approved infrastructure will be required to show the following information in addition to the above standard requirements:*

- a) The relationship between the subject subdivision stage and surrounding land;
- b) Proposed linkages to future streets, open space, regional path network and upstream drainage;
- c) Works external to the subdivision, including both interim and ultimate access requirements;

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to read 'M. Hall'.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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- d) Intersections with Category 1 road showing interim and ultimate treatments;
  - e) Drainage and sewerage outfalls including any easements required over other property.
10. Before the first stage of the plan of subdivision is certified the permit holder must:
- a) Submit to Council for approval, an integrated water management plan which demonstrates that this subdivision will conserve water resources while improving environmental protection from adverse water practices. The plan must be submitted to Council before the plan of subdivision is certified and the construction plans are submitted and is to be to the satisfaction of the Responsible Authority.  
The plan is to include and apply where applicable:
    - i. Water sensitive urban design treatments to meet best practice water quality requirements including submission of the MUSIC model.
    - ii. Storm water control and retention measures.
    - iii. Sediment control and litter traps.
    - iv. Use of recycled water, if available.
    - v. Water infiltration practices.
    - vi. Water harvesting and reuse proposals.
    - vii. Outfall drainage location and requirements.
11. Before the plan of subdivision for the first stage of development is certified a landscape master plan to the satisfaction of the Responsible Authority, prepared by a person suitably qualified and experienced in landscape design, must be submitted to and approved by the Responsible Authority. When approved the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:
- a) The proposed road reservation widths including proposed areas within the road reserve set aside for the retention of existing vegetation.
  - b) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
  - c) The removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.

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Date Issued: 24 March 2014

Signature for the  
Responsible Authority: \_\_\_\_\_

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

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
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approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- d) A detailed plant schedule of all proposed tree, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant. Indigenous plant species should be used where possible. Tree species for the Connector Street Boulevard must be consistent with those shown for this Street on the approved landscape masterplan for Planning Permit T100427a to the west (Timbertop).
  - e) The local park, showing the kick-about space centrally located and the width of the nature strips matching the specified cross sections.
  - f) Details about the treatment of interfaces with the surrounding road.
  - g) The proposed location, materials, finishes and final set out of pavement, street and park furniture, play equipment and structures.
  - h) Details of any entrance treatments.
  - i) The layout of street tree and reserve planting using semi mature trees, including the proposed location of evergreen and deciduous tree species.
12. Before the first stage of subdivision is certified, a detailed report by a suitably qualified environmental engineer (or equivalent) must be submitted to and be to the satisfaction of the Responsible Authority. The report must address and make recommendations on the following matters:
- a) Testing of soils with any staining.
  - b) Testing of soils under the shedding with tiled flooring.
  - c) Remediation measures to deal with the removal any contamination and the removal of the septic tank systems.

The recommendations of the report produced under this condition must be implemented to the satisfaction of the Responsible Authority.

13. Before the plan of subdivision for each stage of development is certified the permit holder must submit building design guidelines and fencing controls for all lots 300 square metres or greater to the satisfaction of the Responsible Authority. The guidelines must address the housing planning and design guidelines of the Officer Precinct Structure Plan and show the following:
- a) Building envelopes for each lot which generally accord with the standards of Clause 56.04-2. No building or part of a building may be constructed outside of a building envelope.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:



# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

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approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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- b) Fencing treatments which show:
    - i. boundary fencing for lots;
    - ii. minimisation of fencing along street boundaries and corner lots;
    - iii. avoidance of fencing for lots fronting onto public spaces;
    - iv. minimisation of fencing for battleaxe lots.
  - c) Details about the width of frontages and garages as a ratio to ensure that garages do not dominate the streetscape.
  - d) Garages located on the primary street frontage setback at equal or greater distance to that of the dwelling.
  - e) Details about dwelling design and fencing for lots with sideages onto laneways in order to provide surveillance and produce an attractive streetscape.
  - f) Measures to produce an attractive streetscape including the siting and design of dwellings, garages, fencing and landscaping.
  - g) The restriction or agreement relating to the building envelope is to cease to apply to any lot affected by the building envelope after the issue of a Certificate of Occupancy (or the like) under the Building Act for the whole of a dwelling on the lot to which the building envelope applies or at any other time which is specified in the restriction or agreement.
14. Before a plan is certified for a subdivision (or the relevant stage of a subdivision) where a building envelope is proposed, the plans endorsed under this planning permit must show a building envelope for each lot with an area less than 300 square metres that is in accordance with the Small Lot Housing Code forming part of the Officer Precinct Structure Plan (September 2011) to the satisfaction of the Responsible Authority.
15. Before the plan of subdivision is certified the permit holder must nominate the telecommunications fibre to the premises (FTTP) network provider to Council's Subdivision Department (ph. 5945 4315).
16. Before the plan of subdivision for the first stage of development is certified under the *Subdivision Act 1988* an amended Public Infrastructure Plan (PIP) must be submitted to and approved by the Responsible Authority.

Once approved, the PIP must be implemented to the satisfaction of the Responsible Authority.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to read 'N. Hall', written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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The PIP must show the proposed location, type, staging and timing of delivery of all infrastructure on the land which is identified in the (Officer Precinct Structure Plan, September 2011) Officer Development Contributions Plan (DCP) and (PSP), or which is otherwise reasonably required on or to the land or on any other land as a result of the subdivision of the land. Without limiting the extent of what must be shown on and in the PIP it must include the following:

- a) Provision and construction of the local park.
  - b) Identification of any pocket parks/linear reserves and that these do not count towards the property's Clause 52.01 obligation.
  - c) The east-west connector street boulevard.
  - d) Intersection treatment at the east-west connector street boulevard and Tivendale Road.
  - e) The east-west laneway along the rear of the Princes Highway properties.
  - f) The upgrade of the Bayview Road and Princes Highway intersection.
  - g) The upgrade of Bayview Road from the future east-west connector street boulevard to Princes Highway to a connector street.
  - h) The upgrade of Tivendale Road from the future east-west connector street boulevard to Princes Highway to a connector street.
  - i) The staging sequence.
  - j) The extent of any stormwater drainage works and road works proposed or required under this permit.
  - k) The land which is required to be set aside for infrastructure identified in the DCP or the PSP including land required for public open space and community facilities and any proposed reconciliation payment in respect of the land having regard to its value set out in the DCP.
  - l) An estimate of the extent of any equalisation which is required in respect of public open space to be provided having regard to the PSP and the DCP.
  - m) Subject to the consent of the Collecting Agency, any infrastructure works set out in the DCP which can be provided 'in lieu' of development contributions in accordance with the DCP.
  - n) The effects of the provision of infrastructure on the land or any other land.
- 

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to be 'K. Hall', written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- o) Any other item considered relevant by the Responsible Authority unless otherwise agreed in writing by the Responsible Authority.

The PIP may be amended with the consent of the Responsible Authority.

17. Before the plan of subdivision is certified the owner must enter into an agreement or agreements under section 173 of the *Planning and Environment Act 1987* which provides for:

- a) The implementation of the Public Infrastructure Plan approved under this permit.
- b) The equalisation of open space, if applicable, having regard to the areas set aside in a plan of subdivision and the amount specified in the schedule to Clause 52.01.
- c) The timing of any payments to be made to the owner in respect of any infrastructure project having regard to the availability of funds in the DCP or the public open space account.

18. Any:

- a) Works carried out in respect of any subdivision;
- b) Construction of buildings and associated works; and
- c) Removal, lopping or destruction of native vegetation on the land as authorized by the Native Vegetation Precinct Plan (NVPP) applying to the land –

must be carried out in accordance with all of the requirements set out in the incorporated NVPP applying to the land to the satisfaction of the Responsible Authority.

Only the native vegetation which is identified for removal in the incorporated NVPP applying to the land may be removed, lopped or destroyed without a permit.

Before the removal, destruction or lopping of any native vegetation within any property (identified by the Property Number Map 1 of the Officer NVPP) the owner of the land from which the native vegetation is being removed must provide offsets consistent with the incorporated NVPP by either:

- a) providing an allocated credit, extract issued by the Department of Sustainability and Environment; or
- b) preparing and submitting an Offset Plan to the satisfaction of the Department of Sustainability and Environment and have the Offset Plan approved by Responsible Authority.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

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

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

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category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Where an Offset Plan is approved:

- a) before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on-title security for the Offset Site to the satisfaction of Department of Sustainability and Environment that provides for the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement; and
  - b) offsets must be initiated within 12 months of approval of the Offset Plan or before the removal of Very High Conservation Significance vegetation, whichever is earlier, and be implemented according to the schedule of works in the Officer Plan to the satisfaction of the Responsible Authority.
19. Prior to the commencement of any works a Construction Environmental Management Plan (CEMP) is to be prepared. The CEMP must specifically address significant flora and fauna where the buildings or works are within:
- a) 50 metres of any native vegetation to be retained in the Officer Precinct Native Vegetation Precinct Plan (September 2011); and/or
  - b) 100 metres of any waterbody (including creeks, drains, dams and wetlands) under the provisions of the Officer Precinct Structure Plan Conservation Management Plan (excluding Cardinia Creek) (15 September 2001).

The CEMP must address all requirements specified in the Officer Native Vegetation Precinct Plan (September 2011) and the relevant Conservation Management Plan and be to the satisfaction of the Responsible Authority.

20. The actions which identify the responsible agent as the "landowner" or "developer" in the Conservation Management Plan (CMP) must be implemented to the satisfaction of the Department of Sustainability and Environment.
21. At least 14 days before any works start, a site specific Environment Management Plan (EMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the EMP will be endorsed and will then form part of the permit. All works must be undertaken in accordance with the approved EMP.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

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

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
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**THIS PERMIT ALLOWS:** Multi-lot subdivision and associated works, subdivision adjacent to land within the road zone category 1 and works within the land subject to inundation overlay generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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The EMP must address all environmental risks and include:

- a) Temporary stormwater management including sedimentation control,
  - b) Provision of pollution and contamination controls including noise and dust,
  - c) Location of stockpiles and stockpile management,
  - d) Location of site office and facilities,
  - e) Equipment, materials and goods management, and
  - f) Tree provision zones, trees to be retained and trees to be removed.
22. Prior to the commencement of works a Land Management Plan which provides for the interim management of land until ultimate development must be submitted to and approved by the Responsible Authority. All works must be in accordance with the approved Land Management Plan. The plan must include:
- a) Details about the placement of fill and prevention of dumping of materials;
  - b) Dust control measures;
  - c) Weed and pest control measures;
  - d) Mowing, slashing and fire risk management;
  - e) Details about grazing and other agricultural activity;
  - f) Access management (i.e. limiting access to the site from existing public roads until their construction to an urban standard) and construction access.
23. Prior to any works commencing within 100 metres of the edge of any waterbody which is to be retained, a highly visible fence is to be installed 20 metres from the edge of the water body.
24. A salvage and translocation plan must be prepared and implemented to the satisfaction of the Department of Sustainability and Environment and the approval of the Responsible Authority.
25. Prior to landscape works commencing for each stage detailed landscape plans for that stage must be submitted to and approved by the Responsible Authority. The plans must be in accordance with the approved Landscape Masterplan.
- 

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to be 'K. Allen', written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
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THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
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category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

26. Prior to works commencing for lighting of street and pedestrian/cycle paths for each stage plans/details must be submitted to the satisfaction of the Responsible Authority. The plans/details must be in accordance with Australian Standard 1158.1 to the satisfaction of the Responsible Authority. Streetlights for the Connector Street Boulevard must be consistent with those approved for this Street for Planning Permit T100427a to the west (Timbertop).
27. Prior to the installation of trees to be planted within the streetscape an inspection of the plant stock must be undertaken by Council's Open Space Department. Any trees deemed unsuitable must not be planted within the streetscape.
28. The permit holder must notify Council's Open Space Department a minimum of seven (7) days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
29. The landscaping works shown on the approved landscape plan/s for the development must be carried out and completed to the satisfaction of the Responsible Authority.
30. The landscaping works shown on the approved landscape plan/s must be maintained for a minimum of twenty-four (24) months to the satisfaction of the Responsible Authority. During this time the Responsible Authority may direct maintenance activities be undertaken. The direction to undertake maintenance activities must be completed within 14 days of the written notification being received from the Responsible Authority.
31. All roads used for the purpose of haulage of imported or exported materials for construction must be:
  - a) Approved in writing by the Responsible Authority for the submitted haulage strategy, at least seven days prior to the commencement of use,
  - b) Maintained in accordance with the Responsible Authority's maintenance intervention levels, or as requested by the Responsible Authority if the road deteriorates during the haulage period, and
  - c) Reinstated to the satisfaction of the Responsible Authority.
32. No fill or excavated material for or from this development is to be carted/hailed into or from the site without first obtaining the further written consent from Council's Engineering Department at least seven (7) days prior to the cartage/haulage works commencing to the satisfaction of the Responsible Authority.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

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

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

**PLANNING PERMIT NUMBER:** T130581

**ADDRESS OF THE LAND:** L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

33. No polluted and/or sediment laden run-off is to be discharged directly or indirectly into drains or watercourses.
34. Pollution or litter traps must be provided on the land at appropriate points along the drainage system or drainage lines.
35. All earthworks must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion to the satisfaction of the Responsible Authority.
36. The applicant must provide reflective street number markers on the kerb in front of each lot to the satisfaction of the Responsible Authority.
37. Where practicable existing above ground power lines on the land must be undergrounded by the developer as part of the overall works to supply electricity to new lots.
38. Before the issue of a Statement of Compliance for each stage of subdivision the permit holder must:
  - a) Design and construct all road and drainage infrastructure in accordance with plans and specifications approved by the Responsible Authority. The works must comply with the standards nominated in the Cardinia Shire Council "Guidelines for the Development & Subdivision of Land", "Development Construction Specification" and the "Water Sensitive Urban Design (WSUD) Guidelines".
  - b) Design and construct outfall drainage for the subdivision to a satisfactory point of discharge in accordance with plans and specifications approved by the Responsible Authority.
  - c) Submit survey enhanced "as constructed" GIS data for the drainage, road and footpath information components of the subdivision, in accordance with the current version of D-SPEC and R-SPEC. Council's preferred format for the submission of the graphical data is in "MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid Coordinates must be MGA zone 55 (GDA 94). Please refer to the A-SPEC website for further information: [www.dspec.com.au](http://www.dspec.com.au).
  - d) Submit to Council for assessment CCTV results for the full length of all stormwater drainage pipes where Council is the Responsible Authority. The submitted information is to be to the satisfaction of the Responsible Authority.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to read 'A. Hall', written over a horizontal line.

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# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
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THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 
- e) Submit "as constructed" digital road and drainage information for all civil works where Council is the Responsible Authority in AutoCAD format with all Xrefs binded into the drawings and showing any amendments during construction.
  - f) Complete landscaping works to the satisfaction of the Responsible Authority or by agreement with the Responsible Authority bond landscaping works incomplete at the completion of civil works. Payment can be in the form of a cash bond or bank guarantee to the value of 100% of the landscaping works. The bond will be released upon satisfactory completion of works.
  - g) Provide bonding to cover all landscaping works for the twenty four (24) month maintenance period. A Certificate of Final Completion will be issued by the Responsible Authority and the bond released at the end of the quarter for the period in which the 24 month maintenance period concludes, following the satisfactory completion and satisfactory maintenance of the landscaping. All maintenance activities are to be undertaken by the developer until a Certificate of Final Completion is received by the Responsible Authority.
  - h) Provide telecommunications fibre to the premises (FTTP) network to the lots.
  - i) Provide the telecommunications optical fibre cable network (or superior technology) to the lots.
39. Before a Statement of Compliance is issued under the *Subdivision Act 1988*:
- a) A cash payment equivalent to the value of the percentage of Net Developable Area of the land in lieu of the provision of land for Public Open Space in accordance with the Schedule to Clause 52.01 of the Cardinia Planning Scheme and the Precinct Structure Plan applying to the land must be paid to the Responsible Authority.
40. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
- a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:



# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

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ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
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L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works, subdivision adjacent to land within the road zone category 1 and works within the land subject to inundation overlay generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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.

41. Prior to the issue of a Statement of Compliance under the Subdivision Act, the landowner must enter into a legally binding agreement (or an alternative agreement approved by DSE) for the payment to implement the Officer Precinct Structure Plan: Cardinia Creek Conservation Management Plan (8 September 2011) in accordance with Section 2.3.1 Management Responsibilities and Funding and Appendix 8 to the satisfaction of the Department of Sustainability and Environment. The landowner must pay the reasonable costs of the preparation, execution and registration of the agreement.
42. After certification of each plan of subdivision but not more than 21 days prior to the issue of a Statement of Compliance a Development Infrastructure Levy must be paid to the Collecting Agency, being Cardinia Shire Council in accordance with the provisions of the approved Officer Development Contributions Plan September 2011, unless the Responsible Authority has agreed in writing to accept the provision of works or land in lieu of the payment of the contribution in accordance with the Officer Development Contributions Plan September 2011.
43. Prior to the issue of a Statement of Compliance for each stage of development containing lots less than 300sqm the Small Lot Housing Code must be applied to these lots as a restriction on the plan of subdivision or through an agreement under section 173 of the Act that is registered on the title to the land. The Small Lot Housing Code will cease to apply to any building on a lot less than 300sqm after the issue of a Certificate of Occupancy for the whole of a dwelling and any associated garage or carport on the land.
44. Prior to the issue of a Statement of Compliance for each stage of development containing lots of 300sqm or greater, the permit holder must instigate to the satisfaction of the Responsible Authority appropriate controls to ensure the implementation of the building design guidelines and fencing controls. This may be by the use of a Section 173 Agreement under the *Planning and Environment Act 1987*, Notice of Restriction on each plan of subdivision or Memorandum of Common Provisions.
45. Prior to the issue of a Statement of Compliance for the relevant stage lighting of street and pedestrian/cycle paths must be provided in accordance with Australian Standard 1158.1 to the satisfaction of the Responsible Authority.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to read 'K. Hill'.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

46. Prior to the issue of a Statement of Compliance for the relevant stage a certificate from a geotechnical engineer must be submitted to the Responsible Authority certifying that the filling of any dam on the land has been undertaken in accordance with acceptable engineering standards.
47. The permit holder must within four (4) weeks of the registration of the plans at the Land Titles Office send to the Responsible Authority:
  - a) A Certificate of Title for all land vested in the Responsible Authority on the Plan of Subdivision.
  - b) A clear A-3 size photocopy of the Title Office approved Plan of Subdivision.

### Melbourne Water

48. Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and stormwater from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
49. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
50. Prior to certification of any stage of the development a drainage strategy must be submitted and approved by Melbourne Water and Council, demonstrating the proposed alignment for the 1 in 5 year drainage infrastructure and the overland flow paths directions for the 1 in 100 year ARI flood event. The strategy is to include details of temporary and/or permanent outfall arrangements. Design plans and approvals from the relevant authorities and downstream landowner(s) needs to be included.
51. Prior to certification for any stage of development, all approvals from the relevant authorities for the design plans associated with the proposed drainage infrastructure needs to be submitted. These plans must detail indicative fill levels in relation to the 100 year flood event.
52. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'A. Hill' or similar, written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

53. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water pipeline and 600mm above the 1 in 100 year flood level associated with any Melbourne Water waterway.
54. A Certified Survey Plan is to be submitted for approval after the completion of filling, verifying that the specified fill levels have been achieved. This will be required prior to an issue of a Statement of Compliance for the Subdivision.
55. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Waters Land Development Manual.
56. All local drainage must be to Council's satisfaction.
57. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
58. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the *Subdivision Act 1988*.

### South East Water

59. The owner of the subject land must enter into an agreement with South East Water for the provision of potable water supply and fulfil all requirements to its satisfaction.
60. The owner of the subject land must enter into an agreement with South East Water for the provision of recycled water supply and fulfil all requirements to its satisfaction.
61. The owner of the subject land must enter into an agreement with South East Water for the provision of sewerage and fulfil all requirements to its satisfaction.
62. All lots on the Plan of Subdivision are to be provided with separate connections to our potable water supply, recycled water supply and sewerage systems.
63. Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the *Subdivision Act 1988*.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

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

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

### Public Transport Victoria

64. The east / west Boulevard Connector road must be constructed to accommodate public transport access for buses in accordance with the Public Transport Guidelines for Land Use and Development to the satisfaction of Public Transport Victoria.
65. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any stage which contains indicative bus stops identified in the Officer Precinct Structure Plan, the permit holder must construct those stops to the satisfaction of Public Transport Victoria. Final bus stop location / design must be confirmed with Public Transport Victoria and consist of a concrete hard stand area with tactile ground surface indicators at the full cost of the permit holder.

### SP AusNet

66. The Plan of Subdivision submitted for certification must be referred to SPI Electricity Pty Ltd in accordance with Section 8 of the *Subdivision Act 1988*.
67. The applicant must enter into an agreement with SPI Electricity Pty Ltd for supply of electricity to each lot on the endorsed plan.
68. The applicant must enter into an agreement with SPI Electricity Pty Ltd for the rearrangement of the existing electricity supply system.
69. The applicant must enter into an agreement with SPI Electricity Pty Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by SPI Electricity Pty Ltd.
70. The applicant must provide easements satisfactory to SPI Electricity Pty Ltd for the purpose of "Power Line" in the favour of "SPI Electricity Pty Ltd" pursuant to Section 88 of the *Electricity Industry Act 2000*, where easements have not been otherwise provided, for all existing SPI Electricity Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
71. The applicant must obtain for the use of SPI Electricity Pty Ltd any other easement required to service the lots.

---

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to be 'J. Stodd', written over a horizontal line.

Page 17 of 19

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

72. The applicant must adjust the position of any existing SPI Electricity Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
73. The applicant must set aside on the plan of subdivision Reserves for the use of SPI Electricity Pty Ltd for electric substations.
74. The applicant must provide survey plans for any electric substations required by SPI Electricity Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. SPI Electricity Pty Ltd requires that such leases are to be noted on the title by way of caveat or notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
75. The applicant must provide to SPI Electricity Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
76. The applicant must agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by SPI Electricity Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the *Electricity Safety Act 1998*.
77. The applicant must ensure that all necessary auditing is completed to the satisfaction of SPI Electricity Pty Ltd to allow the new network assets to be safely connected to the distribution network.

### Expiry of permit:

78. This permit will expire if:
  - a) The subdivision is not commenced within **two (2) years** of the date of this permit; or
  - b) The subdivision is not completed within **five (5) years** of the date of commencement.

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two years from the date of this permit. The time specified for the commencement of any subsequent stage is ten (10) years from the date of this permit and the time specified for the completion of each stage is five years from the date of its commencement.

The Responsible Authority may extend the periods referred to, if a request is made in writing before the permit expires or within three (3) months afterwards.

Date Issued: 24 March 2014

Signature for the  
Responsible Authority: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'R. Hill', written over a horizontal line.

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority: Cardinia  
Shire Council



FORM 4

PLANNING PERMIT NUMBER: T130581

ADDRESS OF THE LAND: L1 PS144824, 46 Bayview Road, Officer;  
L1 PS048078, 50 Bayview Road, Officer &  
L1 TP132216, 415 Princes Highway, Officer

THIS PERMIT ALLOWS: Multi-lot subdivision and associated works,  
subdivision adjacent to land within the road zone  
category 1 and works within the land subject to  
inundation overlay generally in accordance with the  
approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

### Notes

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

Melbourne Water: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 230138.

South East Water: Significant infrastructure will be required to service this development and it is suggested that Land Servicing Advice be obtained for the latest Planning requirements.

---

Date Issued: 24 March 2014

Signature for the  
Responsible Authority:

A handwritten signature in black ink, appearing to be "K. Hall", written over a horizontal line.

15 January 2018



Stephen Lake  
Taylors  
8/270 Ferntree Gully Road  
Notting Hill VIC 3168

[s.lake@taylorsds.com.au](mailto:s.lake@taylorsds.com.au)

Dear Steve,

**Application No.:** T130581  
**Property No.:** 1701102300  
**Address:** L1 PS144824, 46 Bayview Road, Officer, 415 Princes Highway, Officer  
**Proposal:** Multi-lot subdivision and associated works, subdivision adjacent to land within the road zone category 1 and works within the land subject to inundation overlay

I refer to the above planning permit and your application to extend the time limit.

I wish to advise that the time for commencement of the development has been extended to **24 March 2020**.

This letter should be attached to the permit and kept in a safe place for future reference.

If you have any further queries regarding this matter, please contact Council's Development Services department on **03-5943-4379** or [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

Yours faithfully,

**Emily Cook**  
Growth Area Planner

# PLANNING PERMIT

Planning Scheme:  
Cardinia Planning Scheme  
Responsible Authority:  
Cardinia Shire Council

FORM 4

PLANNING PERMIT NUMBER: T140157

ADDRESS OF THE LAND: L1 P48078, 50 Bayview Road, Officer

THIS PERMIT ALLOWS: Installation of two (2) advertising signs (land sales)  
generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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1. The location and details of the signs, as shown on the endorsed plans, must not be altered without the written consent of the Responsible Authority.
2. Once the development has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.
3. The sign or any parts thereof must not be illuminated, animated or reflective and no flashing, intermittent lights or moving parts may be displayed.
4. The sign must be constructed, displayed and maintained to the satisfaction of the Responsible Authority.
5. No signs other than those allowed by this permit or the planning scheme may be displayed on the land without the written consent of the Responsible Authority.
6. The sign is to promote the sale of land or dwellings only. No other signage content is permitted.

### Expiry of permit:

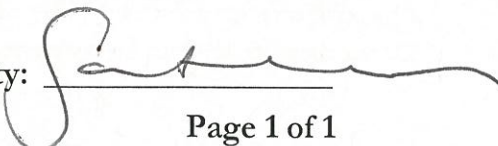
This signage permit expires **5 years** from the date of issue of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing in accordance with Section 69 of the *Planning and Environment Act 1987*.

---

Date Issued: 29 April 2014

Signature for the  
Responsible Authority:



Page 1 of 1



# IMPORTANT INFORMATION ABOUT THIS NOTICE

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## WHAT HAS BEEN DECIDED?

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The Responsible Authority has issued a permit.

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

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## WHEN DOES A PERMIT BEGIN?

---

A PERMIT OPERATES:

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

## WHEN DOES A PERMIT EXPIRE?

---

A PERMIT FOR THE DEVELOPMENT OF LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) 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 (2) years of the issue of the permit, unless the permit contains a different provision, or
- c) 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 in case of a subdivision or consolidation within five (5) years of the certification of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.

A PERMIT FOR THE USE OF LAND EXPIRES IF:

- a) The use does not start within the time specified in the permit, or if no time is specified, within two (2) years of the issue of within two years after the issue of the permit; or
- b) The use is discontinued for a period of two (2) years.

A PERMIT FOR THE DEVELOPMENT AND USE OF THE LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) 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.
- c) 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
- d) The use is discontinued for a period of two (2) years.

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:

- a) The use or development of any stage is to be taken to have started when the
- b) Plan is certified; and
- c) The permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

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## WHAT ABOUT APPEALS?

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The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.

An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.

An application for review is lodged with the Victorian Civil and Administrative Tribunal.

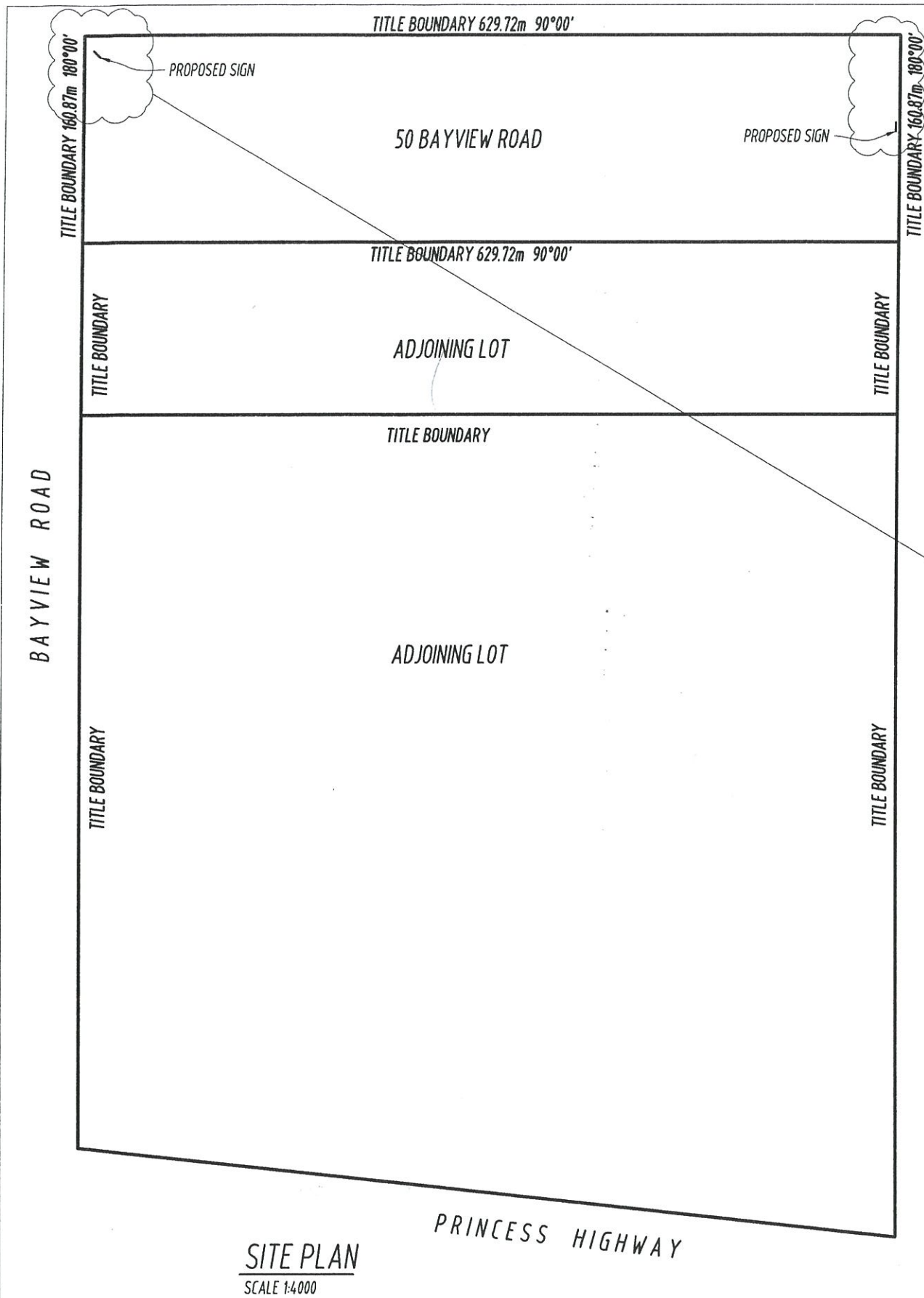
An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.

An application for review must state the grounds upon which it is based.

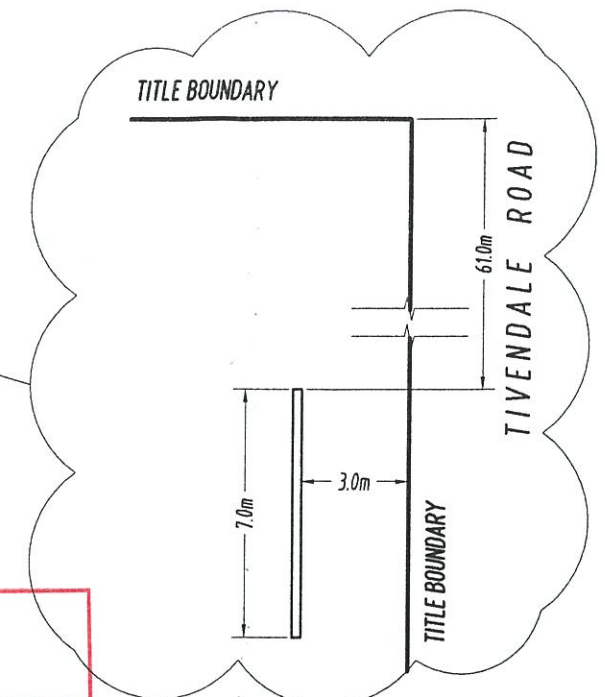
An application for review must also be served on the Responsible Authority.

Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

Victoria Civil and Administrative Tribunal, Planning List  
55 King Street, MELBOURNE VIC 3000  
Ph (03) 9628 9777 Fax: (03) 9628 9789



**SITE PLAN**  
SCALE 1:4000



**LOCALIZED SITE PLAN**  
SCALE 1:200

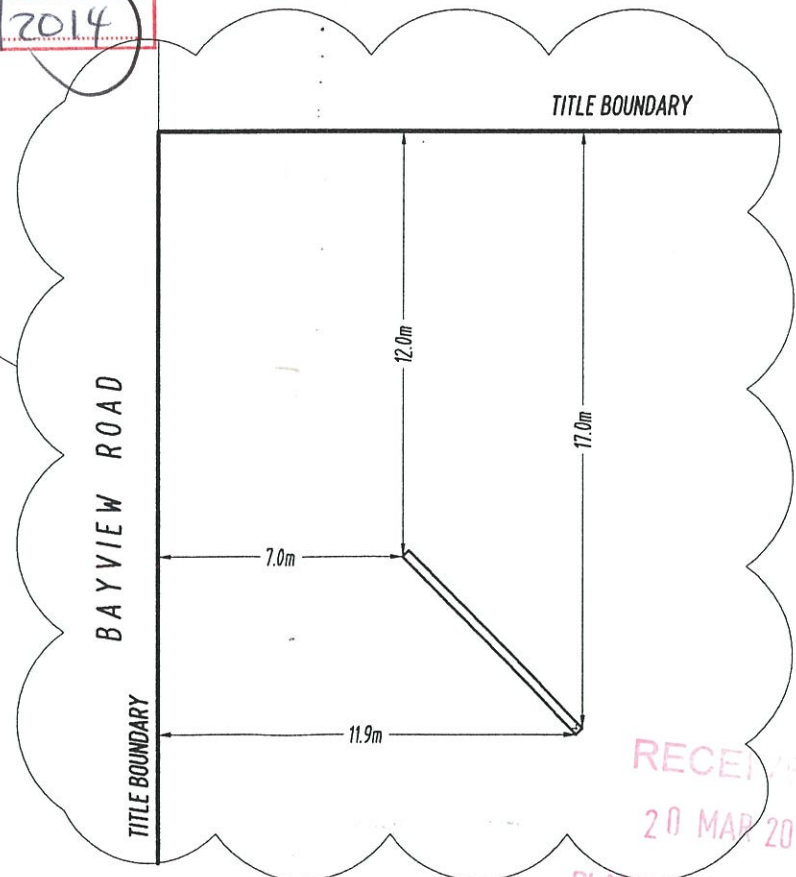
APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME

PERMIT No. T140157

SHEET 1 OF 2

SIGNED [Signature] CARDINIA SHIRE

DATE 29/4/2014



**LOCALIZED SITE PLAN**  
SCALE 1:200

RECEIVED  
20 MAR 2014  
PLANNING DEPARTMENT

REV.	DESCRIPTION	DATE
A	FIRST ISSUE	04/03/14

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**CHADWICK GRIMMOND**  
CONSULTING ENGINEERS PTY LTD  
There are no problems, only solutions

SUITE G, 3/19 BRUCE ST. MORNINGTON, VIC. 3931  
PHONE: 03 5973 4257 FAX: 03 5973 4258  
EMAIL: cgce@cgce.com.au WEBSITE: www.cgce.com.au



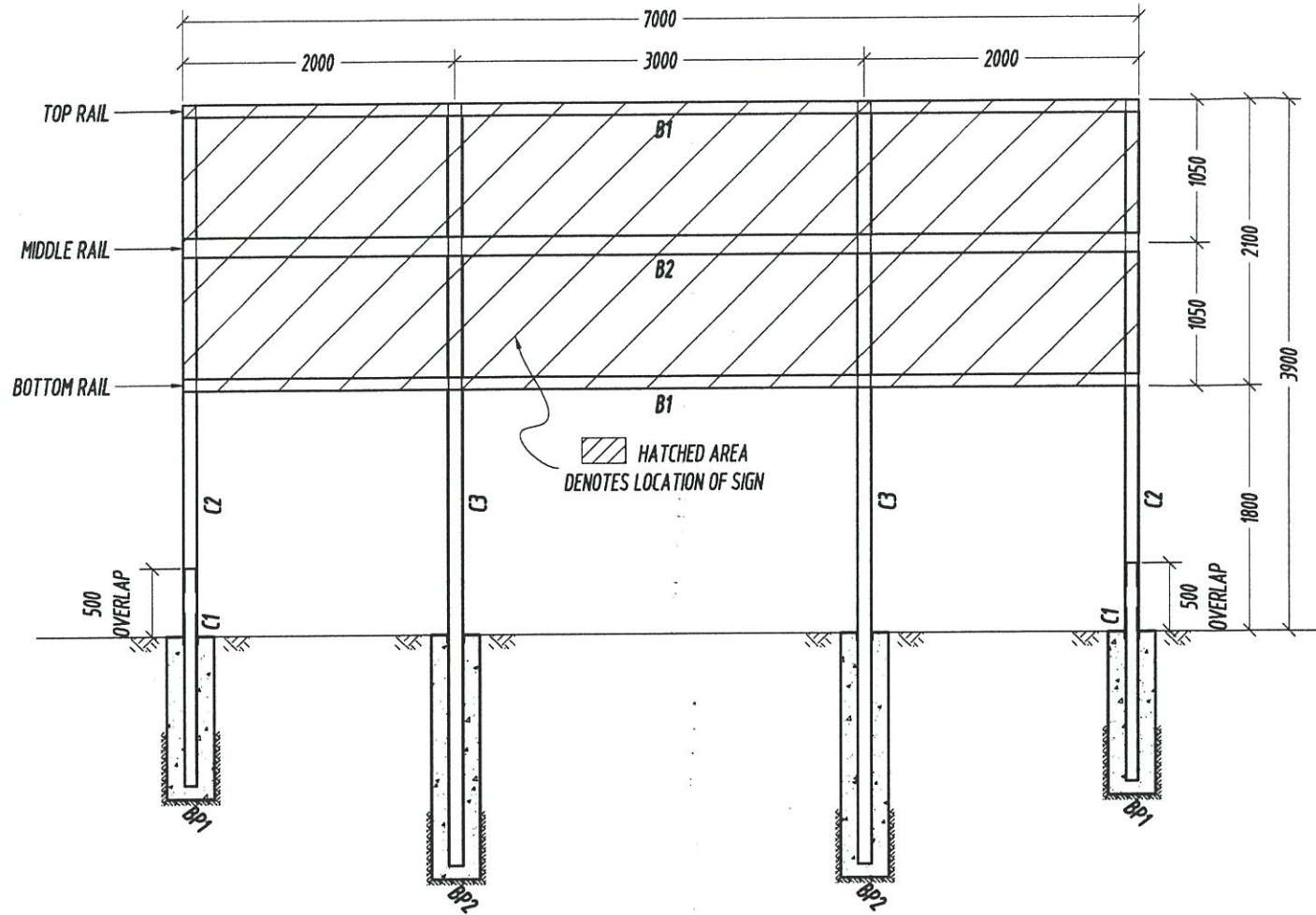
PROJECT  
**PROPOSED SIGNS**  
50 BAYVIEW ROAD, OFFICER

CLIENT  
**TERRY CARNEVALE**

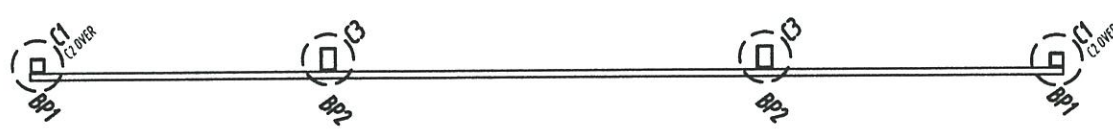
DESIGNED JG
DRAWN JT
CHECKED JG
APPROVED JG

DRAWING <b>SITE PLAN</b>				
IF IN DOUBT, THEN ASK				
DATE MAR '14	SCALE A3 - AS NOTED	PROJECT NO. LGR 6213	DWG NO. S3	REV. A

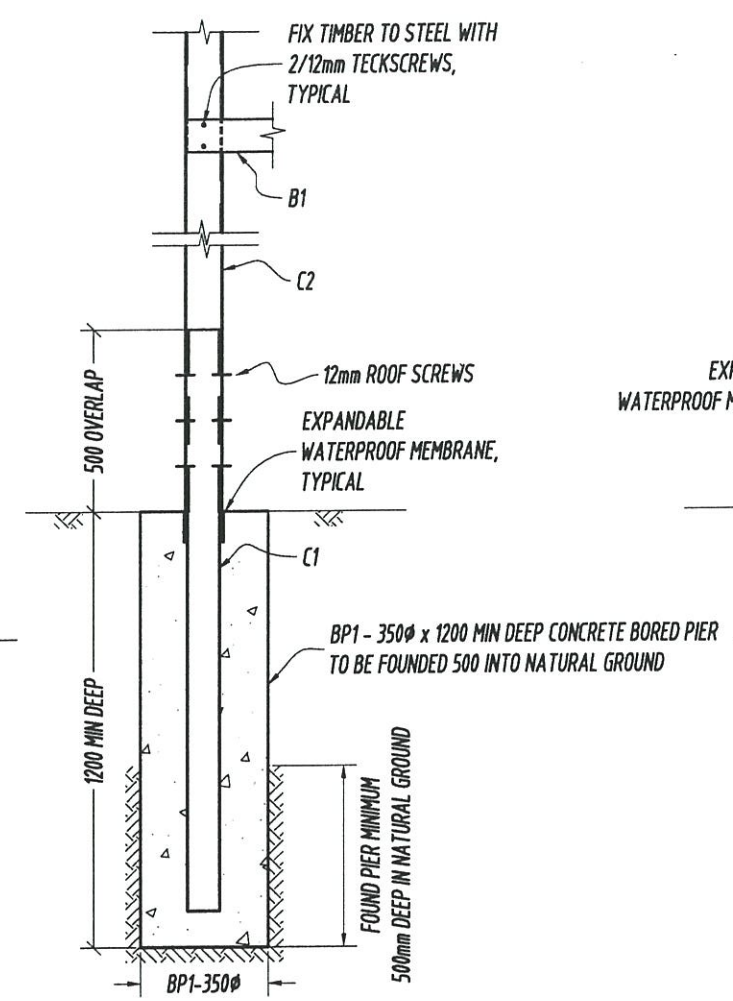




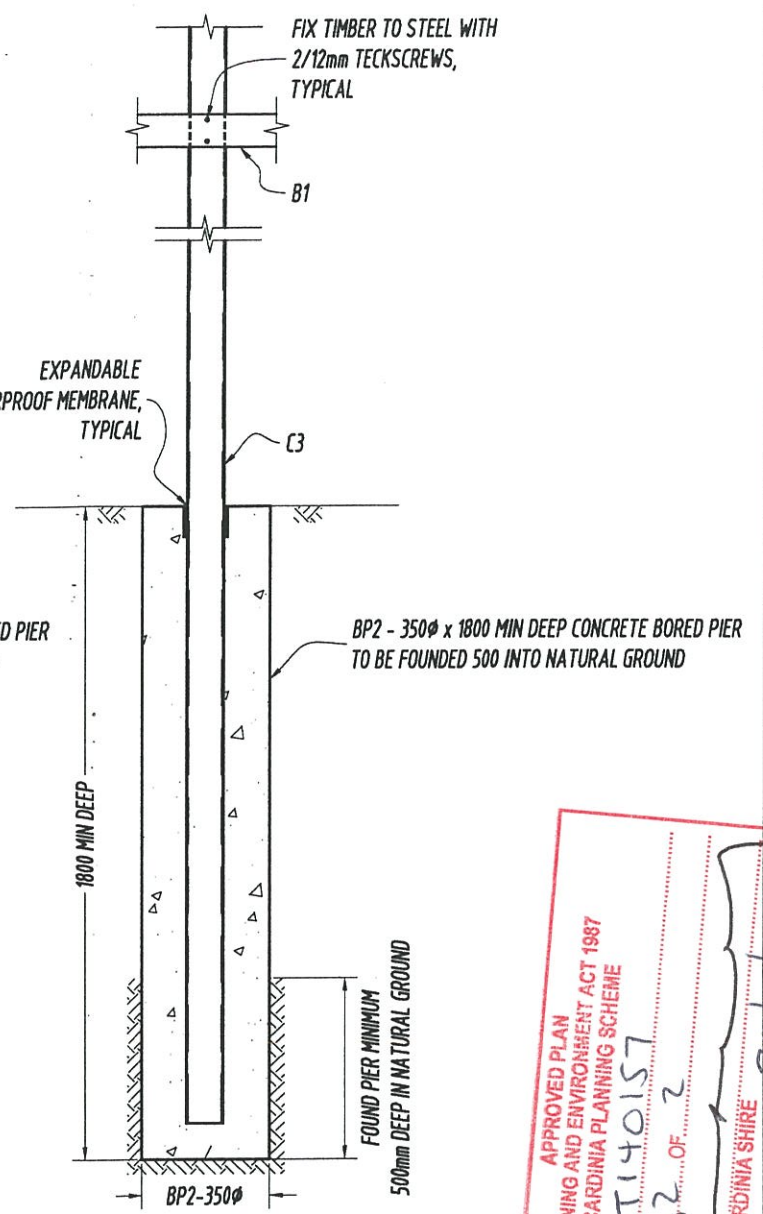
**SIGN ELEVATION**  
SCALE 1:50



**SIGN PLAN**  
SCALE 1:50



**BP1 TYPICAL DETAIL**  
SCALE 1:20



**BP2 TYPICAL DETAIL**  
SCALE 1:20

MEMBER SCHEDULE	
MARK	DESCRIPTION
B1	90 x 45 F17 KDHW 'SUITABLY WEATHER PROTECTED' 3000 MAX SPAN
B2	140 x 45 F17 KDHW 'SUITABLY WEATHER PROTECTED' 3000 MAX SPAN
C1	89 x 89 x 3.5 SHS
C2	100 x 100 x 3 SHS
C3	150 x 100 x 5.0 RHS
BP1	350φ x 1200 MIN DEEP CONCRETE BORED PIER TO BE FOUNDED 500 MIN INTO NATURAL GROUND
BP2	350φ x 1800 MIN DEEP CONCRETE BORED PIER TO BE FOUNDED 500 MIN INTO NATURAL GROUND

ALL EXPOSED STEEL WORK TO BE HOT DIPPED GALVANISED

ALL EXPOSED TIMBER TO BE TREATED OR BE A DURABLE SPECIES

APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME  
PERMIT NO. T140157  
SHEET 2 OF 2  
SIGNED [Signature]  
DATE 29/4/2014  
CARDINIA SHIRE

RECEIVED  
20 MAR 2014  
PLANNING DEPARTMENT

REV.	DESCRIPTION	DATE
A	FIRST ISSUE	04/03/14

**CHADWICK GRIMMOND**  
CONSULTING ENGINEERS PTY LTD  
There are no problems, only solutions  
SUITE G, 3/19 BRUCE ST. MORNINGTON, VIC. 3931  
PHONE: 03 5973 4257 FAX: 03 5973 4258  
EMAIL: egce@cgce.com.au WEBSITE: www.cgce.com.au

PROJECT  
**PROPOSED SIGNS**  
50 BAYVIEW ROAD, OFFICER  
CLIENT  
**TERRY CARNEVALE**

DESIGNED	JG
DRAWN	JT
CHECKED	JG
APPROVED	JG

DRAWING <b>SIGN PLAN AND DETAILS</b>				
IF IN DOUBT, THEN ASK				
DATE	SCALE	PROJECT NO.	DWG NO.	REV.
MAR '14	A3 - AS NOTED	CGR 6213	S2	A

# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / CORRS CHAMBERS WESTGARTH

<b>Your Reference:</b>	9143456
<b>Certificate No:</b>	30880864
<b>Issue Date:</b>	30 MAY 2019
<b>Enquiries:</b>	CXE2

**Land Address:** 50 BAYVIEW ROAD OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** AVID PROPERTY GROUP NOMINEES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

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.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	\$4,895,000
<b>SITE VALUE:</b>	\$4,895,000
<b>AMOUNT PAYABLE:</b>	<b>\$113,410.16</b>

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 30880864

---

- 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.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- 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.
- If the amount in 4. (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
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 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).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$67,612.50

Taxable Value = \$4,895,000

Calculated as \$24,975 plus ( \$4,895,000 - \$3,000,000) multiplied by 2.250 cents.

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## Land Tax Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 30880864

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 30880864

**Visa or Mastercard.**

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Land Tax Clearance Certificate

## Land Tax Act 2005

Certificate No: 30880864

Land Address: 50 BAYVIEW ROAD OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12286193	1	48078	8314	112	\$113,410.16

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OFFICER PROPERTY UNIT TRUST	2019	\$4,895,000	\$98,624.23	\$0.00	\$98,624.23
RENZI PLACES UNIT TRUST	2016	\$2,110,000	\$18,198.34	\$0.00	\$4,793.34
RENZI PLACES UNIT TRUST	2015	\$2,110,000	\$18,198.34	\$0.00	\$4,793.34
RENZI PLACES UNIT TRUST	2014	\$1,463,000	\$11,878.25	\$0.00	\$5,199.25

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

**Total Amount Payable for Property: 12286193 \$113,410.16**

**Total: \$113,410.16**

# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / CORRS CHAMBERS WESTGARTH

**Your Reference:** 9143456

**Certificate No:** 30880856

**Issue Date:** 30 MAY 2019

**Enquiries:** CXE2

**Land Address:** 415 PRINCES HIGHWAY OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3132620	1	132216	9535	202	\$193,823.32

**Vendor:** AVID PROPERTY GROUP NOMINEES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OFFICER PROPERTY UNIT TRUST	2019	\$9,620,000	\$193,823.32	\$0.00	\$193,823.32

**Comments:** Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$9,620,000

SITE VALUE: \$9,620,000

**AMOUNT PAYABLE: \$193,823.32**

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 30880856

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- 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.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- 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.
- If the amount in 4. (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
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 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).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$173,925.00

Taxable Value = \$9,620,000

Calculated as \$24,975 plus ( \$9,620,000 - \$3,000,000 ) multiplied by 2.250 cents.

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## Land Tax Clearance Certificate - Payment Options

**BPAY**

 Biller Code: 5249  
Ref: 30880856

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**

 Ref: 30880856

**Visa or Mastercard.**

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / CORRS CHAMBERS WESTGARTH

<b>Your Reference:</b>	9143456
<b>Certificate No:</b>	30881315
<b>Issue Date:</b>	30 MAY 2019
<b>Enquiries:</b>	CXE2

**Land Address:** 46 BAYVIEW ROAD OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** AVID PROPERTY GROUP NOMINEES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	\$3,565,000
<b>SITE VALUE:</b>	\$3,565,000
<b>AMOUNT PAYABLE:</b>	<b>\$100,529.35</b>

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 30881315

- 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.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- 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.
- If the amount in 4. (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
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 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).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$37,687.50

Taxable Value = \$3,565,000

Calculated as \$24,975 plus ( \$3,565,000 - \$3,000,000) multiplied by 2.250 cents.

## Land Tax Clearance Certificate - Payment Options

<b>BPAY</b> 	Billier Code: 5249 Ref: 30881315
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 30881315
<b>Visa or Mastercard.</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

# Land Tax Clearance Certificate

## Land Tax Act 2005

Certificate No: 30881315

Land Address: 46 BAYVIEW ROAD OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19221013	2	144824	9542	679	\$100,529.35

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OFFICER PROPERTY UNIT TRUST	2019	\$3,565,000	\$71,827.45	\$0.00	\$71,827.45
ZITA UNIT TRUST	2018	\$2,050,000	\$17,741.50	\$1,023.30	\$6,139.80
ZITA UNIT TRUST	2017	\$2,050,000	\$17,741.50	\$1,023.30	\$6,139.80
ZITA UNIT TRUST	2016	\$1,390,000	\$11,020.50	\$985.10	\$5,910.60
ZITA UNIT TRUST	2015	\$1,390,000	\$11,020.50	\$985.10	\$5,910.60
ZITA UNIT TRUST	2014	\$1,099,000	\$7,601.25	\$766.85	\$4,601.10

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

**Total Amount Payable for Property: 19221013 \$100,529.35**

**Total: \$100,529.35**

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Corrs Chambers Westgarth C/-  
InfoTrack  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 1 50 BAYVIEW ROAD OFFICER  
3809  
1 LP 48078

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62A/19226/17	LANDATA CER 31715216-025-5	27 MAY 2019	33844059

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2019 to 30/06/2019	\$25.18
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### (b) By South East Water

<b>Water Service Charge</b>	01/04/2019 to 30/06/2019	\$29.16
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<b>Subtotal Service Charges</b>		<u>\$54.34</u>
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<b>TOTAL UNPAID BALANCE</b>		\$54.34
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- The meter at the property was last read on 13/03/2019. Fees accrued since that date may be estimated by reference to the following historical information about the property:
  - Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- \* Please Note: if usage charges appear above, the amount shown includes one or more of the following:  
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.  
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
  - Updates of rates and other charges will only be provided for up to six months from the date of this statement.
  - If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

A drain is located at the rear of the property.

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

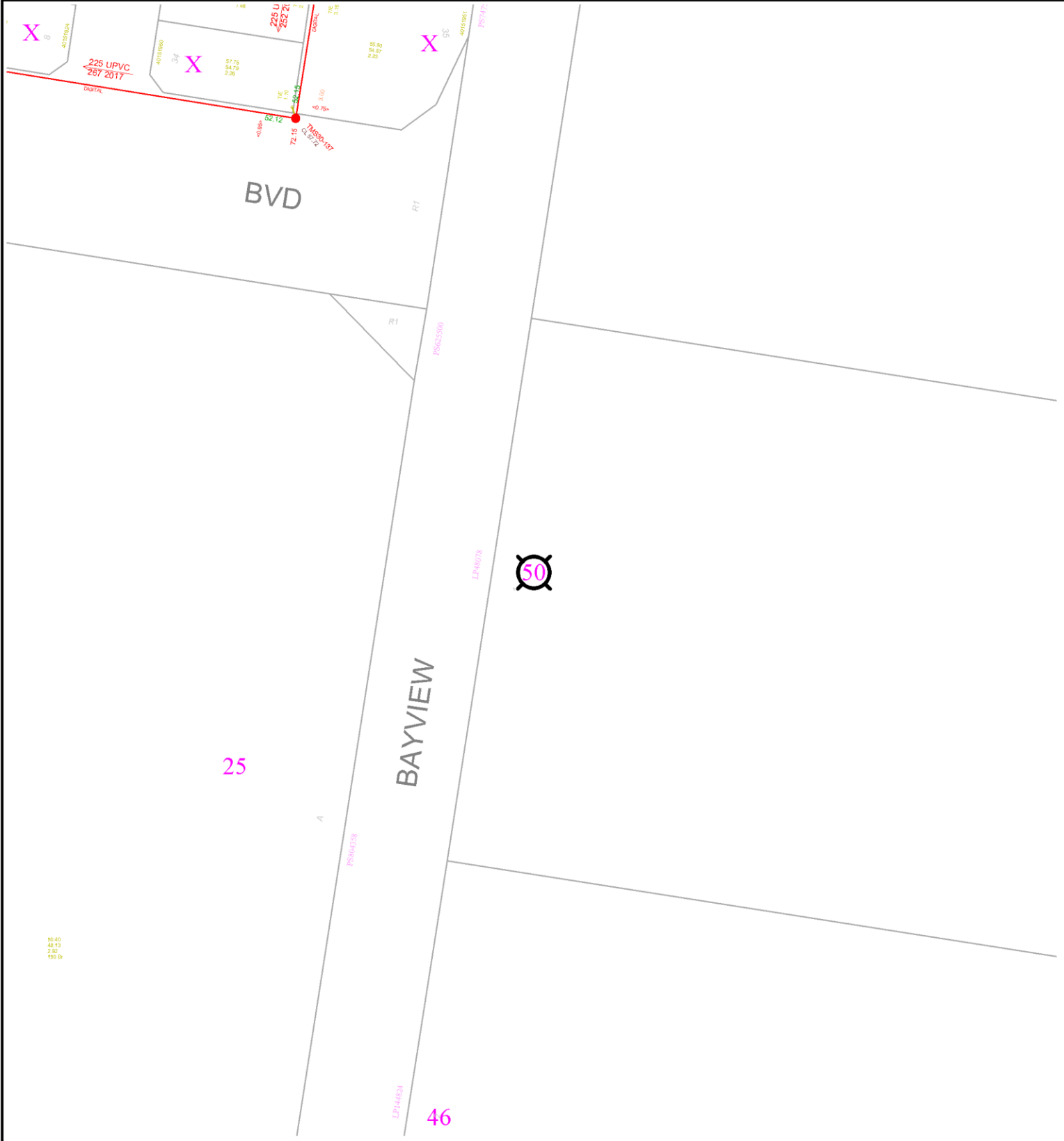


Property: Lot 1 50 BAYVIEW ROAD OFFICER 3809

Case Number: 33844059



Date: 27MAY2019



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

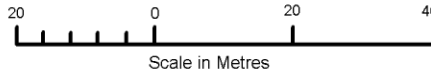
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

Melbourne Water Assets			
	Sewer Main		Natural Waterway
	Maintenance Hole		Channel Drain
	Underground Drain		Underground Drain M.H.

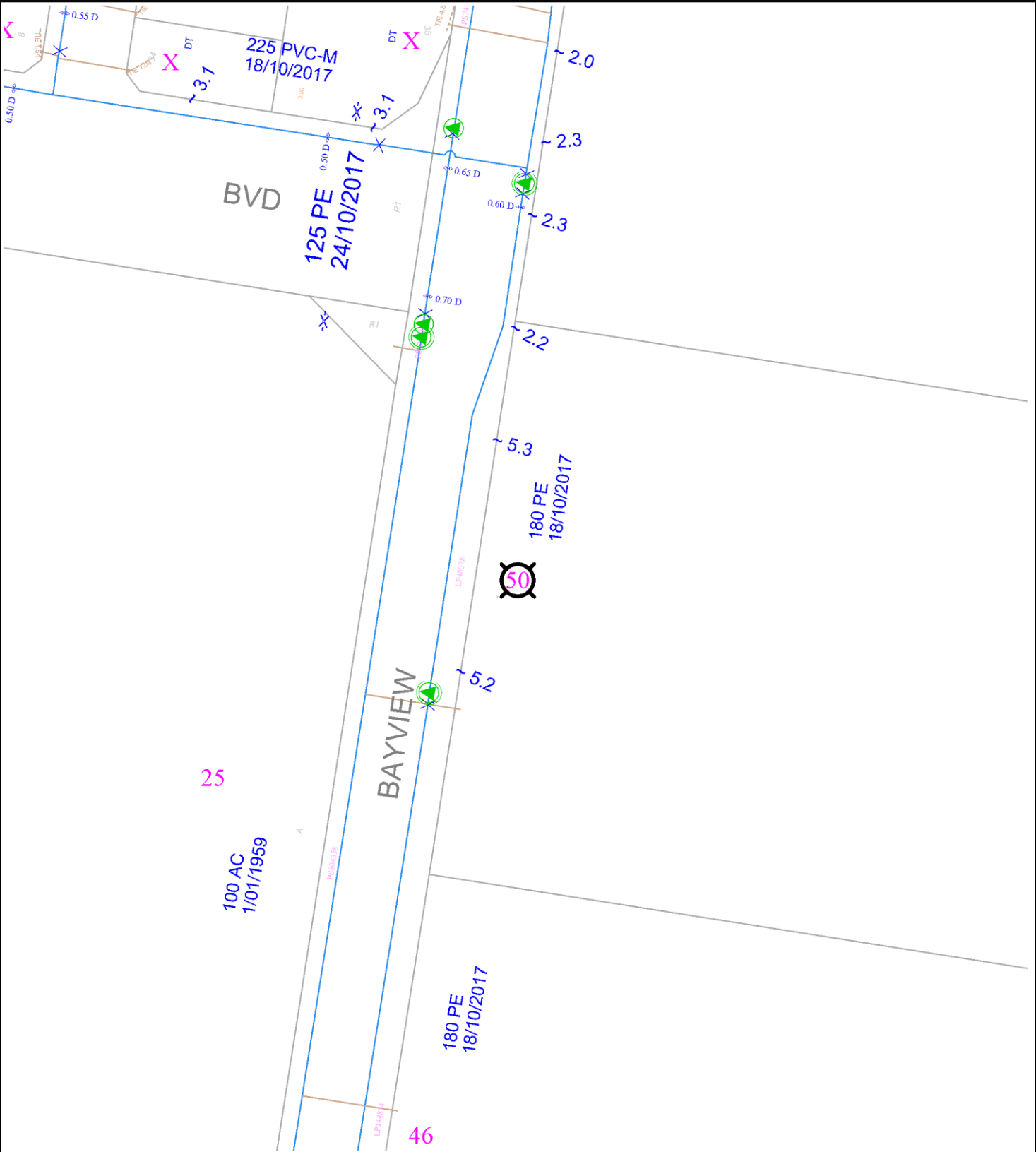


Property: Lot 1 50 BAYVIEW ROAD OFFICER 3809

Case Number: 33844059



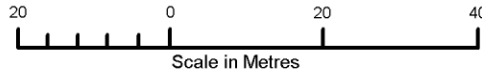
Date: 27MAY2019



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

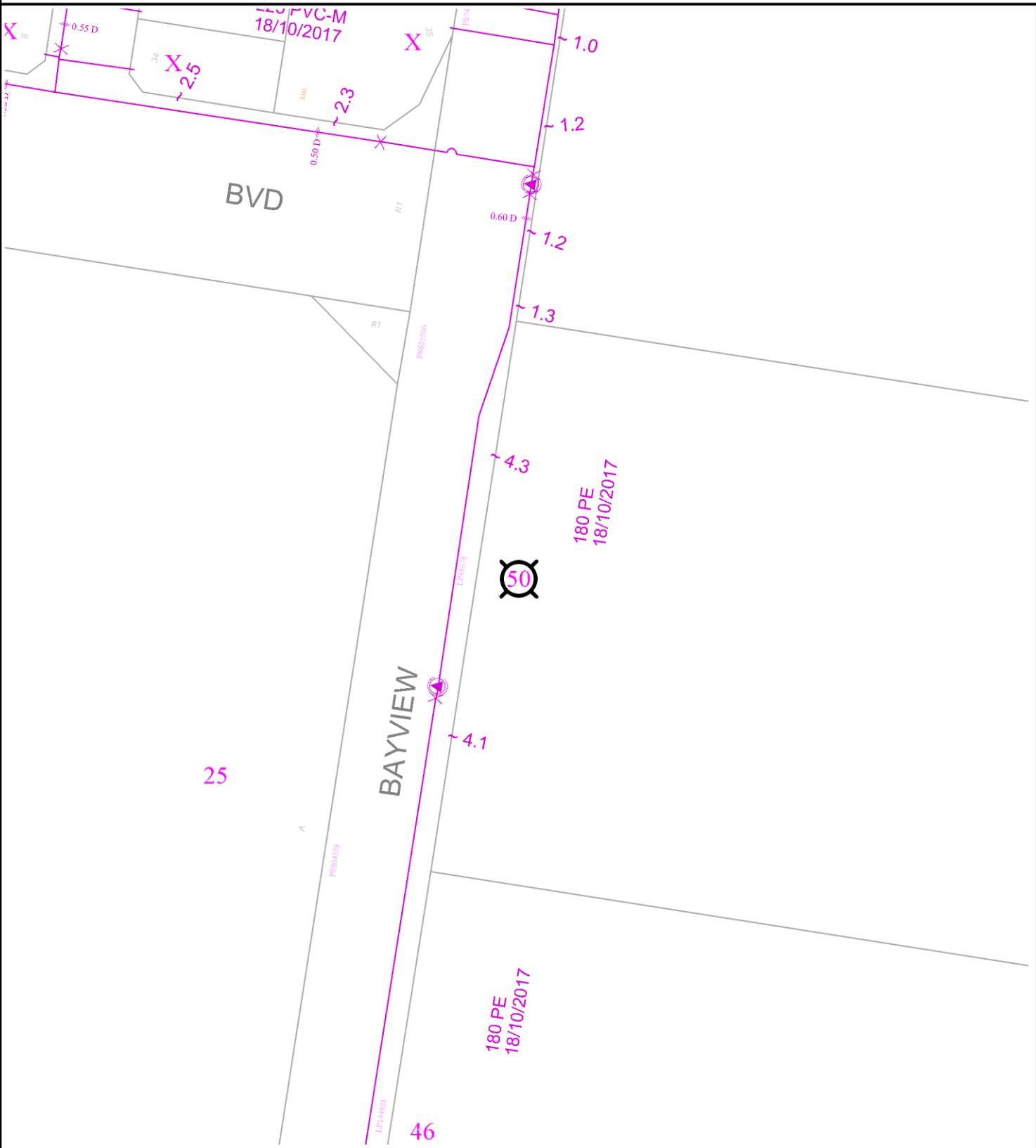
LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main
	Hydrant
	Fireplug/Washout
	Offset from Boundary





Case Number: 33844059

Date: 27MAY2019



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main
			Hydrant
			Fireplug/Washout
	~ 1.0		Offset from Boundary



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

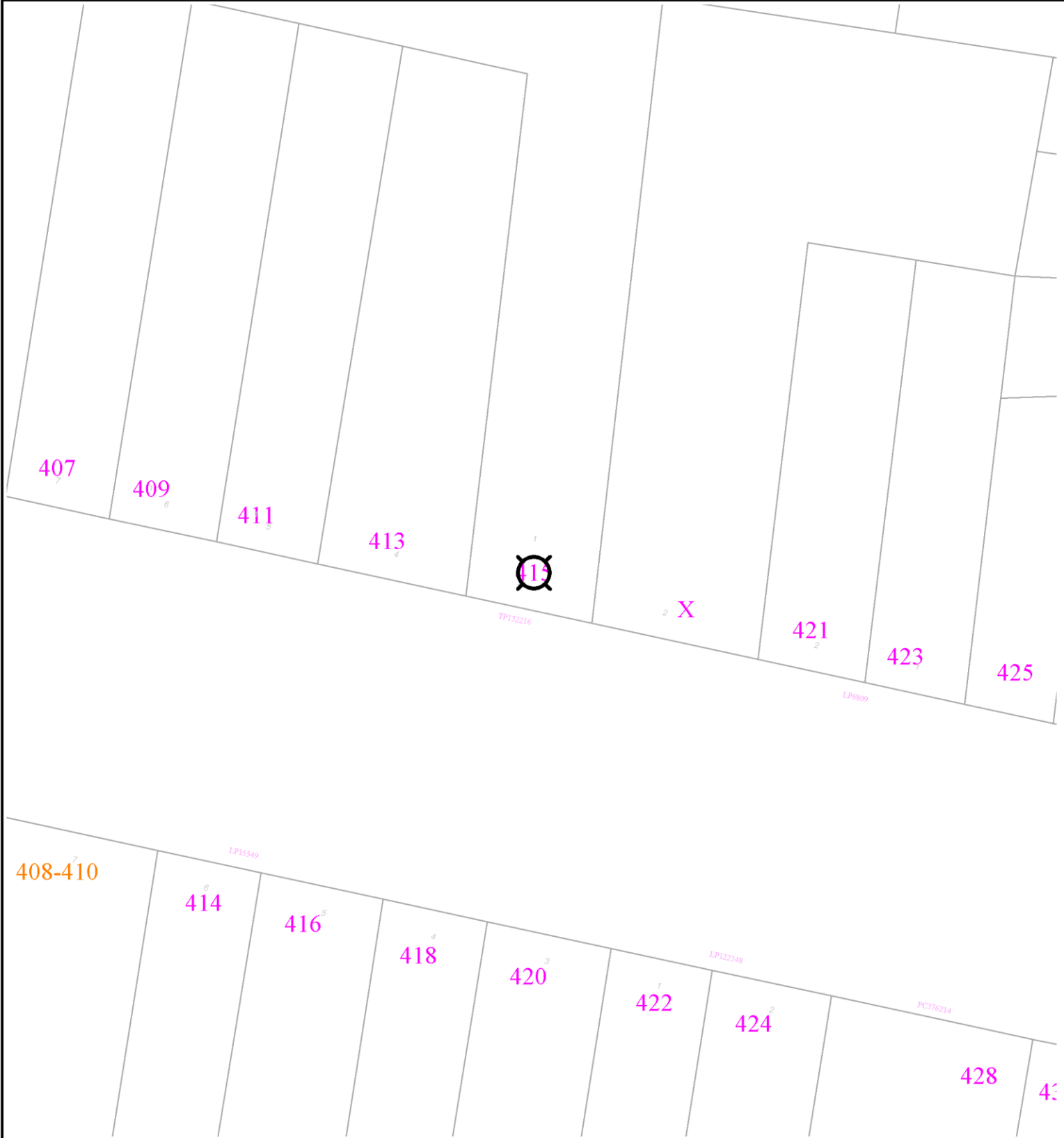
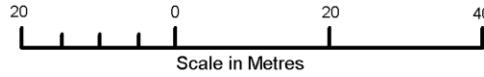
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.





# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Corrs Chambers Westgarth C/-  
InfoTrack  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 2 46 BAYVIEW ROAD OFFICER  
3809  
2 LP 144824

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62A/19226/21	LANDATA CER 31715270-025-3	27 MAY 2019	33843759

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2019 to 30/06/2019	\$34.00
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### (b) By South East Water

<b>Water Service Charge</b>	01/04/2019 to 30/06/2019	\$29.16
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<b>Subtotal Service Charges</b>		<u>\$63.16</u>
---------------------------------	--	----------------

<b>TOTAL UNPAID BALANCE</b>		\$63.16
-----------------------------	--	---------

- The meter at the property was last read on 13/03/2019. Fees accrued since that date may be estimated by reference to the following historical information about the property:
  - Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- \* Please Note: if usage charges appear above, the amount shown includes one or more of the following:  
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.  
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
  - Updates of rates and other charges will only be provided for up to six months from the date of this statement.
  - If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

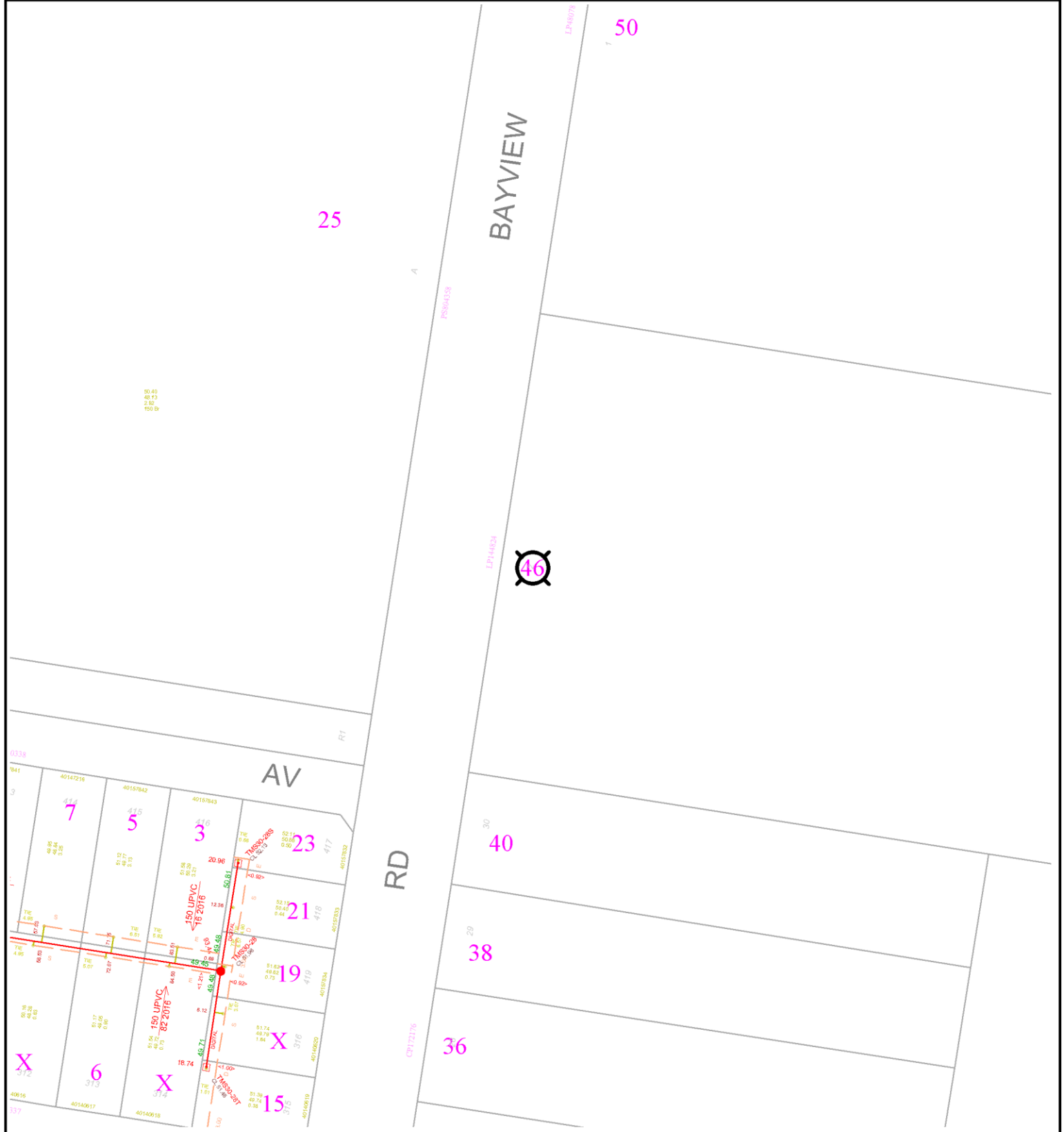
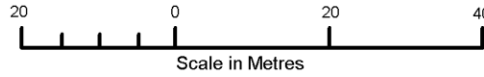
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



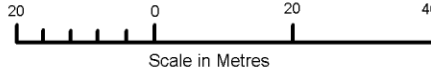
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

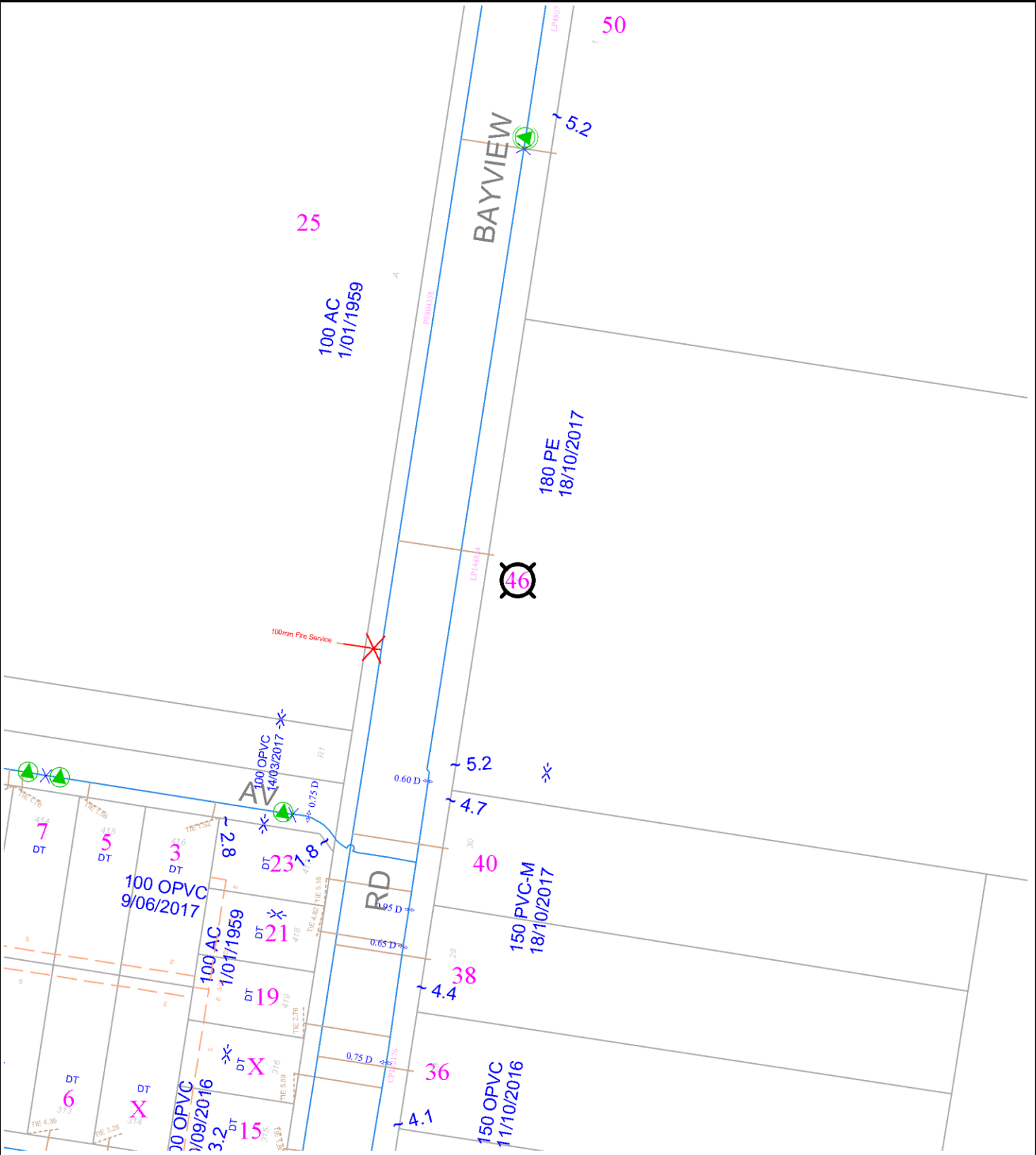


Property: Lot 2 46 BAYVIEW ROAD OFFICER 3809

Case Number: 33843759

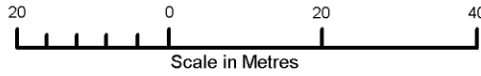


Date: 27MAY2019



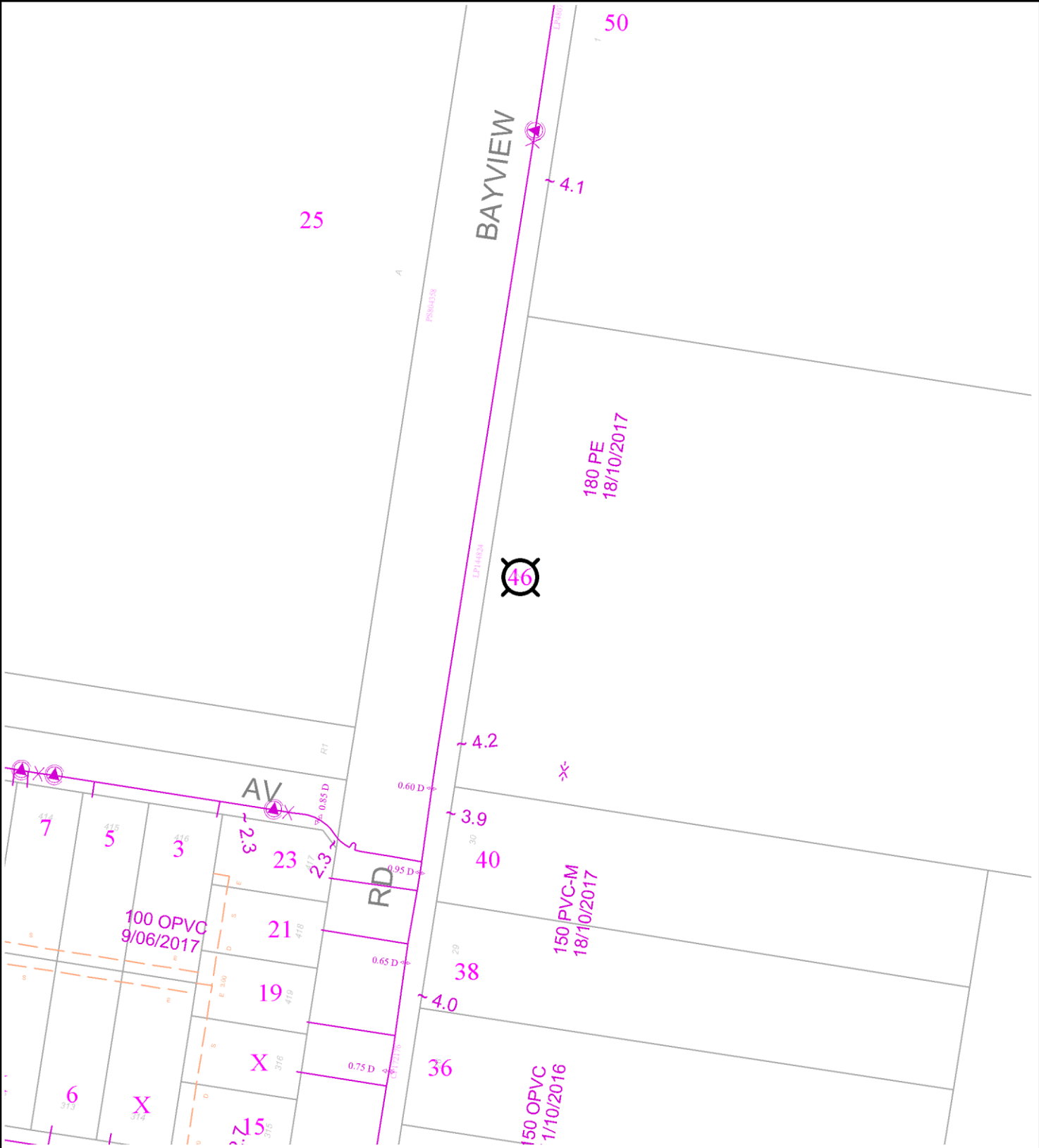
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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 33843759

Date: 27MAY2019



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main
			Hydrant
			Fireplug/Washout
			Offset from Boundary

LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992



Corrs Chambers Westgarth c/InfoTrack c/Landata  
DX 250639  
Melbourne

CERTIFICATE NO: 55773  
APPLICANT REFERENCE: 31715216-013-2  
DATE: 28/05/2019

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

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

ASSESSMENT NO:	1074750200	VALUATIONS	
PROPERTY LOCATION:	50 Bayview Rd	SITE VALUE:	4895000
	Officer 3809	CAPITAL IMPROVED VALUE:	4895000
TITLE DETAILS:	L1 P48078	NET ANNUAL VALUE:	244750
		LEVEL OF VALUE DATE:	01/01/18
		OPERATIVE DATE:	01/07/18

**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2019

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$14,161.24	\$0.00
INTEREST	\$0.00	\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$392.91	\$0.00
GARBAGE	\$283.70	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

**SPECIAL RATES /SPECIAL CHARGES**

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		TOTAL SCHEME BALANCE	\$0.00

**OPEN SPACE CONTRIBUTION**

**TOTAL OUTSTANDING (\$9.80)**



Bill code 858944  
Reference: 10747502002

Please note that a Community Infrastructure Levy for a dwelling must be paid to Council prior to the issue of a building permit.

**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992**

50 Bayview Rd  
Officer  
L1 P48078

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

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**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

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**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

---

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:

---

**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

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I acknowledge having received the sum of \$26.30 being the fee for this certificate.

Delegated Officer: 

---

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992



Corrs Chambers Westgarth c/InfoTrack c/Landata  
DX 250639  
Melbourne

CERTIFICATE NO: 55774  
APPLICANT REFERENCE: 31715298-013-6  
DATE: 28/05/2019

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

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

<b>ASSESSMENT NO:</b> 1701102300	<b>VALUATIONS</b>	
<b>PROPERTY LOCATION:</b> 415 Princes Hwy	<b>SITE VALUE:</b>	9620000
Officer 3809	<b>CAPITAL IMPROVED VALUE:</b>	9620000
<b>TITLE DETAILS:</b> L1 TP132216	<b>NET ANNUAL VALUE:</b>	481000
	<b>LEVEL OF VALUE DATE:</b>	01/01/18
	<b>OPERATIVE DATE:</b>	01/07/18

**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2019

<b>RATES &amp; CHARGES</b>	<b>LEVIED</b>	<b>BALANCE</b>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$38,075.96	\$0.00
INTEREST	\$0.00	\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$666.96	\$0.00
GARBAGE	\$312.07	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

**SPECIAL RATES /SPECIAL CHARGES**

<b>SCHEME NAME</b>	<b>ESTIMATED AMOUNT</b>	<b>PRINCIPAL BALANCE</b>	<b>INTEREST BALANCE</b>
		<b>TOTAL SCHEME BALANCE</b>	<b>\$0.00</b>

**OPEN SPACE CONTRIBUTION**

**TOTAL OUTSTANDING** (\$19.24)



Bill code 858944  
Reference: 17011023003

Please note that a Community Infrastructure Levy for a dwelling must be paid to Council prior to the issue of a building permit.



**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992**

415 Princes Hwy  
Officer  
L1 TP132216

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

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**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

---

**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

---

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:

---

**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

---

I acknowledge having received the sum of \$26.30 being the fee for this certificate.

Delegated Officer: ..... 

---

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992



Corrs Chambers Westgarth c/InfoTrack c/Landata  
DX 250639  
Melbourne

CERTIFICATE NO: 55775  
APPLICANT REFERENCE: 31715270-013-0  
DATE: 28/05/2019

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

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

ASSESSMENT NO:	1074750100	VALUATIONS	
PROPERTY LOCATION:	46 Bayview Rd	SITE VALUE:	3565000
	Officer 3809	CAPITAL IMPROVED VALUE:	3565000
TITLE DETAILS:	L2 P144824	NET ANNUAL VALUE:	178250
		LEVEL OF VALUE DATE:	01/01/18
		OPERATIVE DATE:	01/07/18

**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2019

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$10,313.55	\$0.00
INTEREST	\$0.00	\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$315.77	\$0.00
GARBAGE	\$283.70	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

**SPECIAL RATES /SPECIAL CHARGES**

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

**TOTAL OUTSTANDING (\$7.14)**



Billers code 858944  
Reference: 10747501004

Please note that a Community Infrastructure Levy for a dwelling must be paid to Council prior to the issue of a building permit.

**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992**

46 Bayview Rd  
Officer  
L2 P144824

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

---

**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

---

**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

---

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:

---

**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

---

I acknowledge having received the sum of \$26.30 being the fee for this certificate.

Delegated Officer: .....



---

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

586863

## APPLICANT'S NAME & ADDRESS

CORRS CHAMBERS WESTGARTH C/- INFOTRACK C/-  
LANDATA  
MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINEES  
PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

330

This certificate is issued for:

LOT 1 PLAN LP48078 ALSO KNOWN AS 50 BAYVIEW ROAD OFFICER  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4
- and a LAND SUBJECT TO INUNDATION OVERLAY

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

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

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

27 May 2019

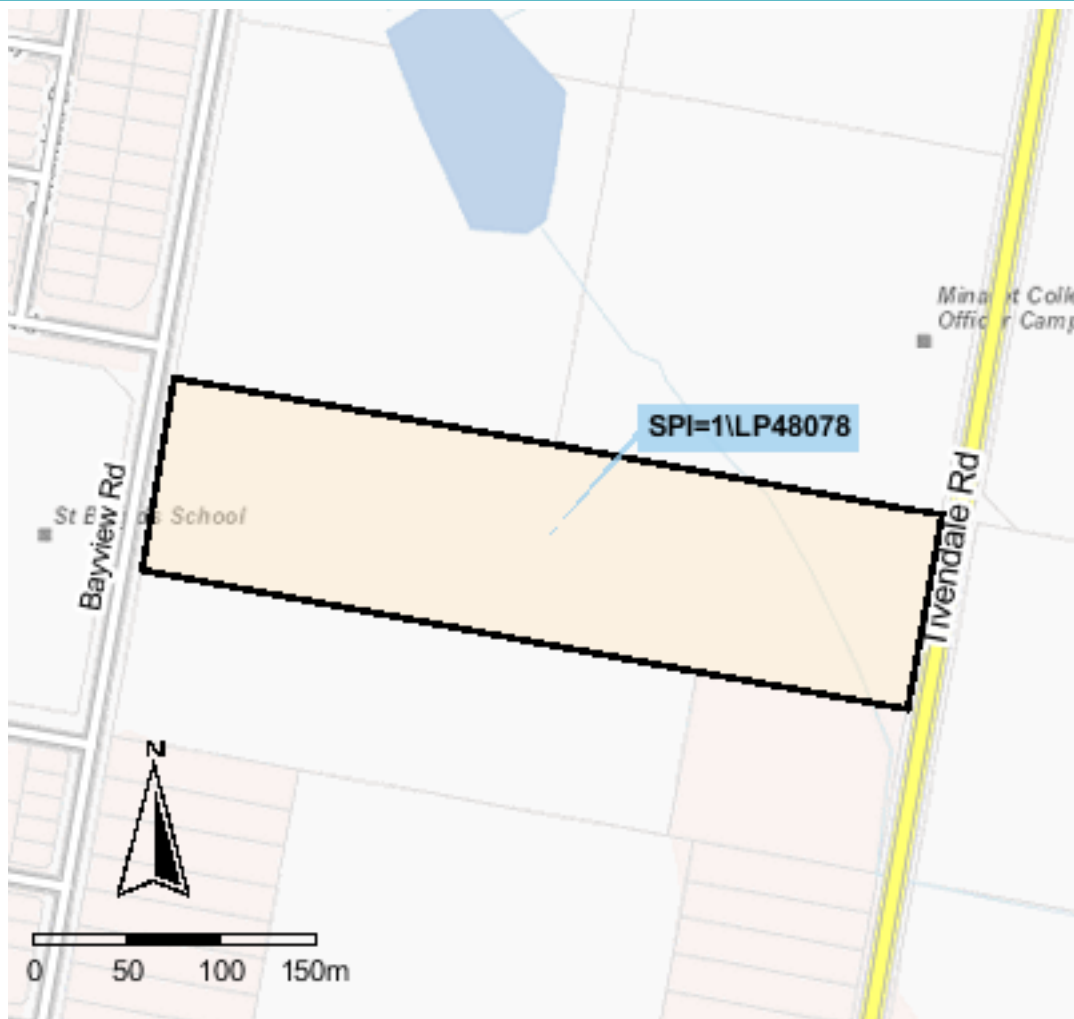
**Hon. Richard Wynne MP**  
**Minister for Planning**

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](mailto: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](http://maps.land.vic.gov.au)

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### 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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

586868

## APPLICANT'S NAME & ADDRESS

CORRS CHAMBERS WESTGARTH C/- INFOTRACK C/-  
LANDATA  
MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINEES  
PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

330

This certificate is issued for:

LOT 1 PLAN TP132216 ALSO KNOWN AS 415 PRINCES HIGHWAY OFFICER  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 4
- and a URBAN GROWTH ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4
- and abuts a ROAD ZONE CATEGORY 1

A Proposed Amending Planning Scheme C232 has been placed on public exhibition which shows this property :

- is within a PARKING OVERLAY - PRECINCT 1 - C232

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/cardinia>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

27 May 2019

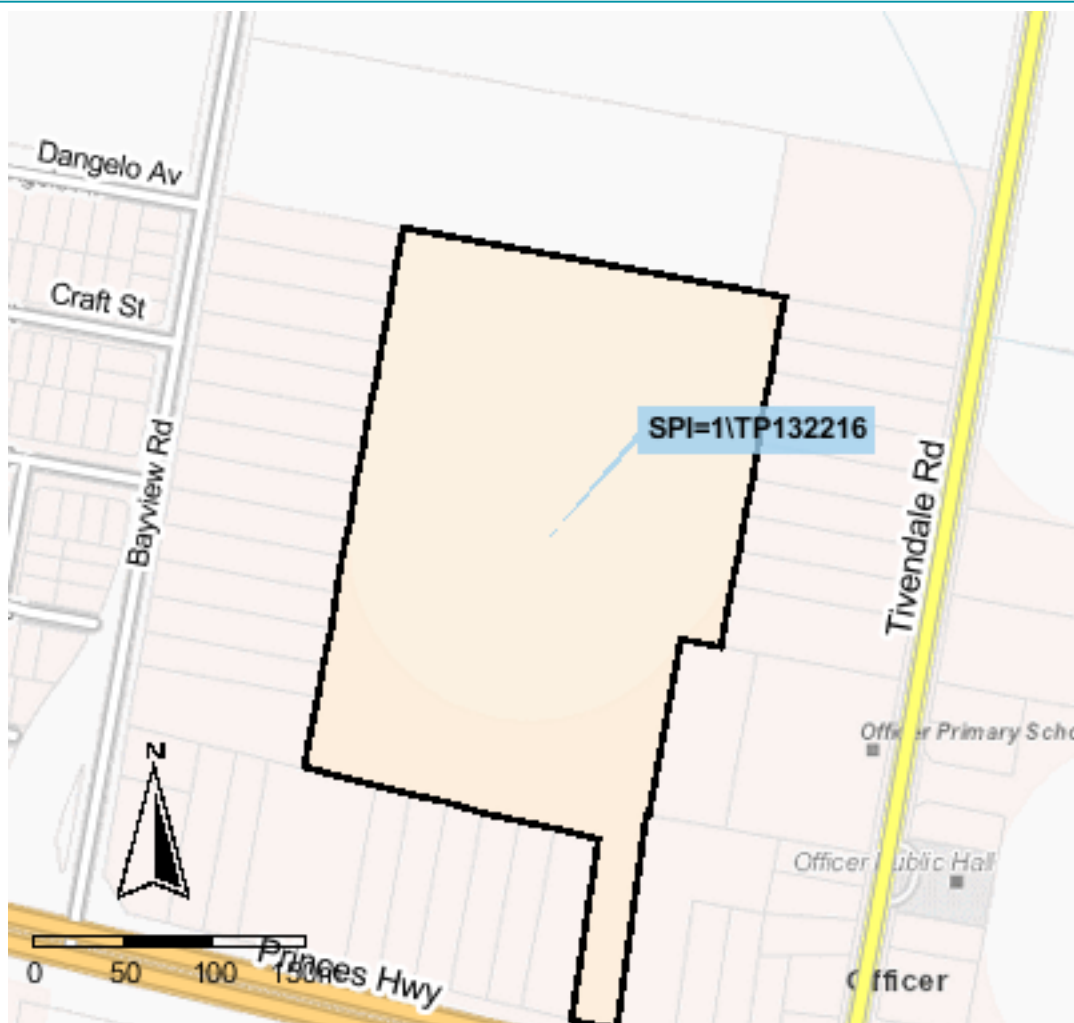
**Hon. Richard Wynne MP**  
Minister for Planning

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](mailto:landata.enquiries@delwp.vic.gov.au).

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



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### 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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

586866

## APPLICANT'S NAME & ADDRESS

CORRS CHAMBERS WESTGARTH C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINEES  
PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

330

This certificate is issued for:

LOT 2 PLAN LP144824 ALSO KNOWN AS 46 BAYVIEW ROAD OFFICER  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4

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

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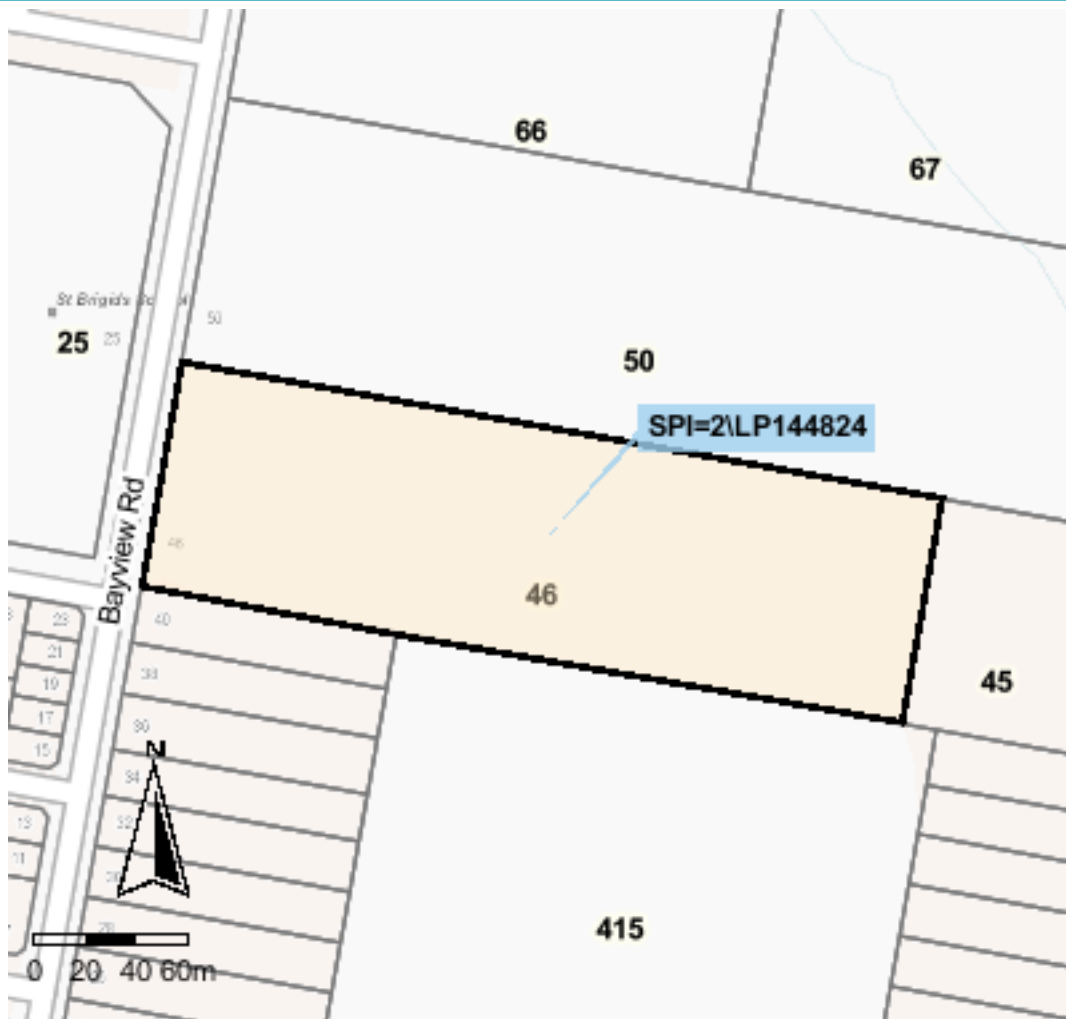


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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 05 June 2019 12:58 PM

## PROPERTY DETAILS

Address: **50 BAYVIEW ROAD OFFICER 3809**

Lot and Plan Number: **Lot 1 LP48078**

Standard Parcel Identifier (SPI): **1\LP48078**

Local Government Area (Council): **CARDINIA** [www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

Council Property Number: **1074750200**

Planning Scheme: **Cardinia** [planning-schemes.delwp.vic.gov.au/schemes/cardinia](http://planning-schemes.delwp.vic.gov.au/schemes/cardinia)

Directory Reference: **Melway 214 G2**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

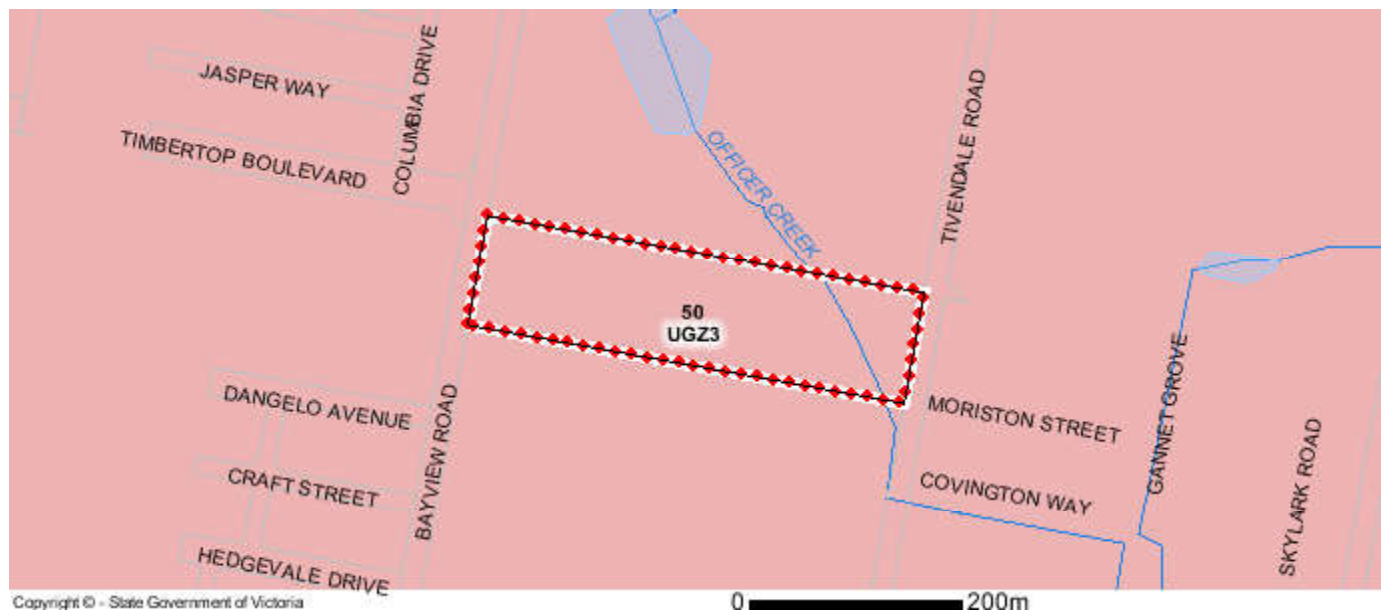
Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **GEMBROOK**


## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



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 UGZ - Urban Growth

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

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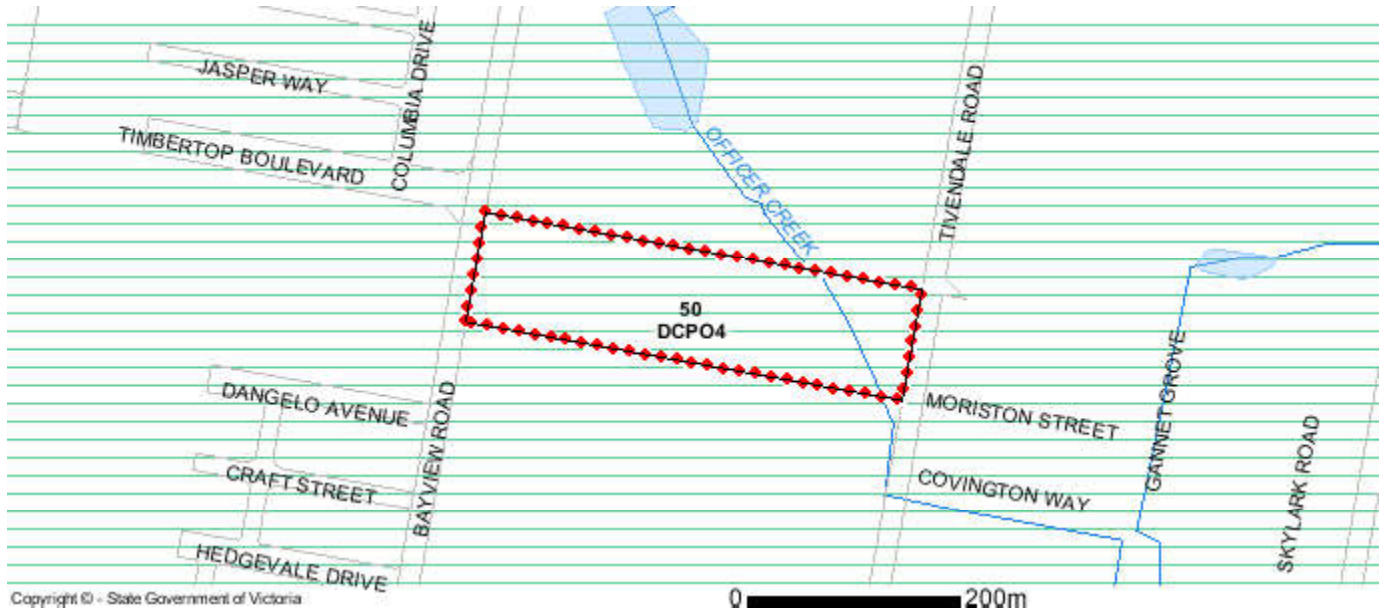
Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)

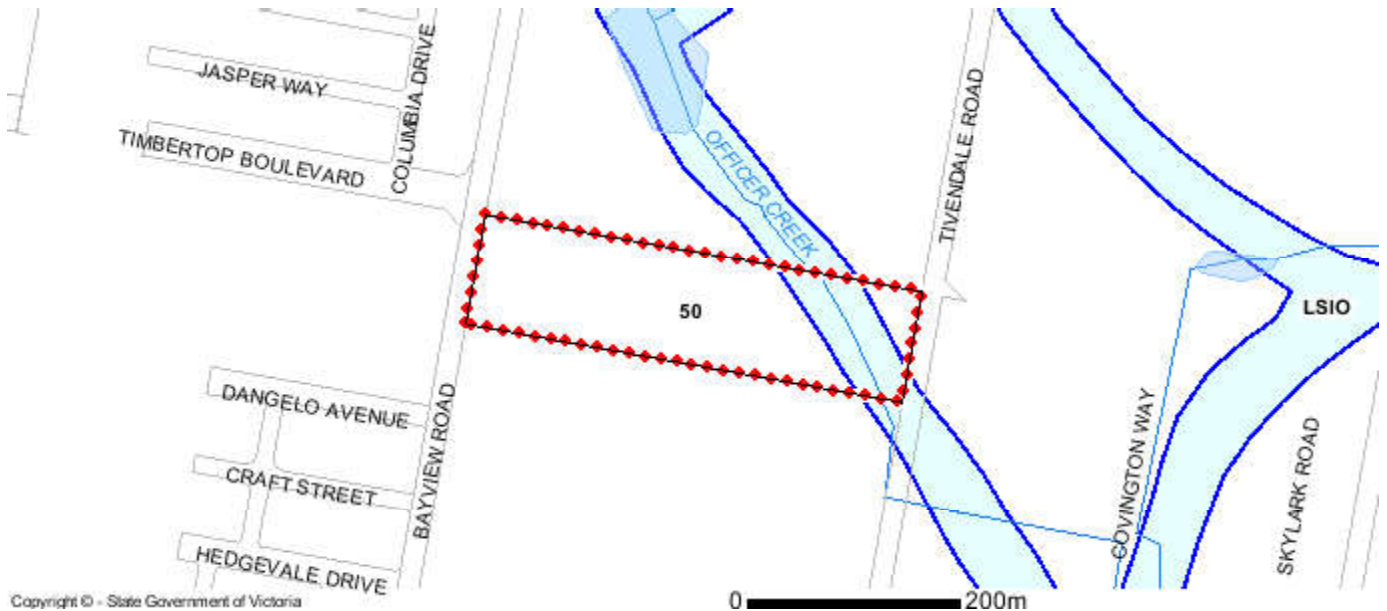


DCPO - Development Contributions Plan

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[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



LSIO - Land Subject to Inundation

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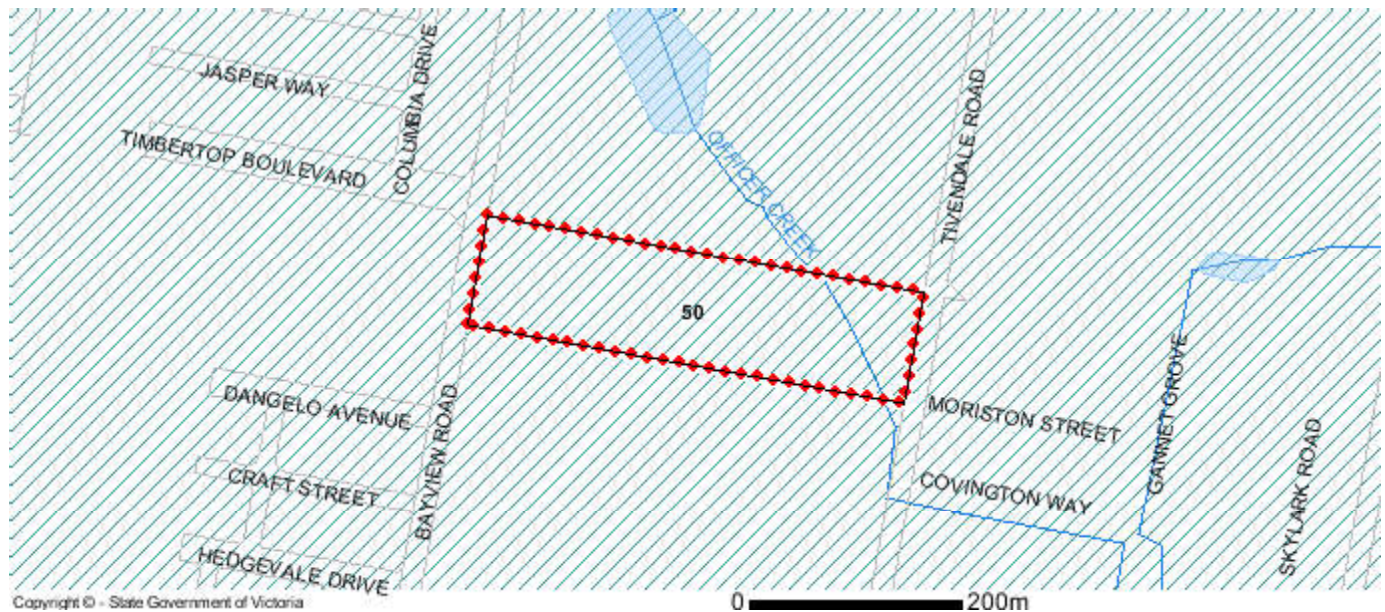
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## Melbourne Strategic Assessment

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Melbourne Strategic Assessment Area

## Further Planning Information

Planning scheme data last updated on 27 May 2019.

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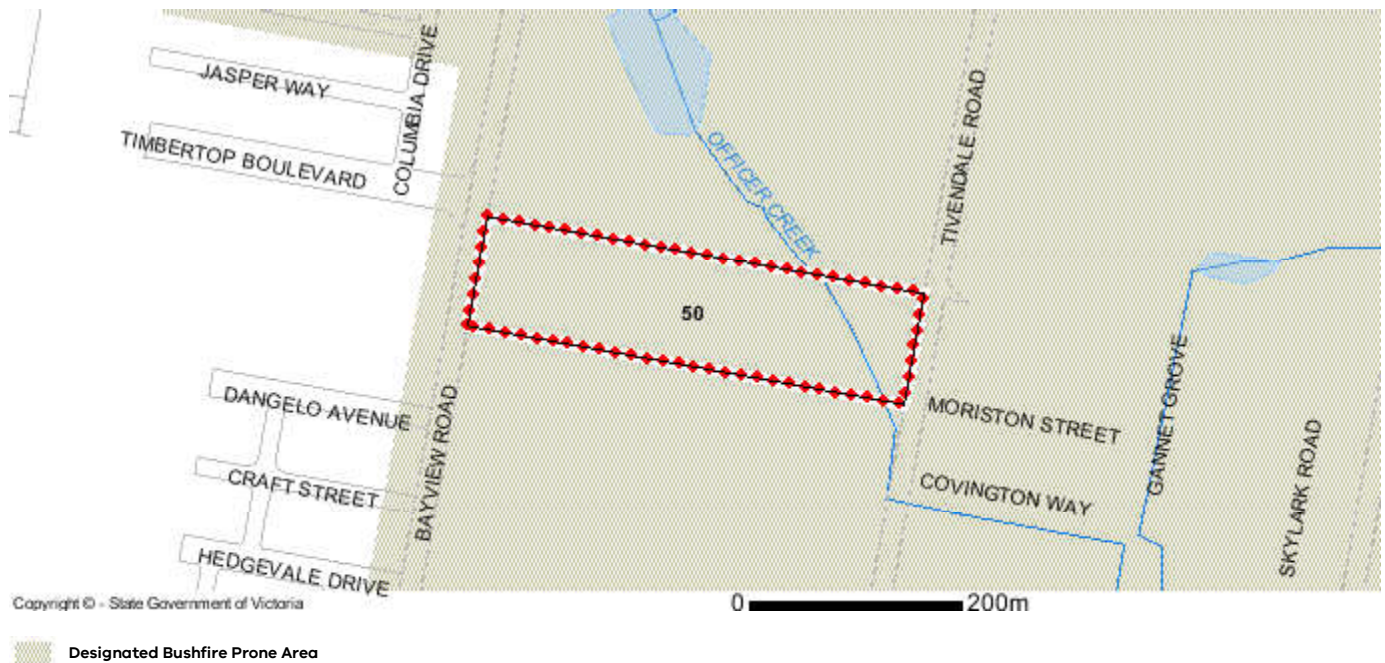
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For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 05 June 2019 12:58 PM

## PROPERTY DETAILS

Address: **415 PRINCES HIGHWAY OFFICER 3809**  
Lot and Plan Number: **Lot 1 TP132216**  
Standard Parcel Identifier (SPI): **1\TP132216**  
Local Government Area (Council): **CARDINIA**  
Council Property Number: **1701102300**  
Planning Scheme: **Cardinia**  
Directory Reference: **Melway 214 H3**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/cardinia](http://planning-schemes.delwp.vic.gov.au/schemes/cardinia)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **AUSNET**

## STATE ELECTORATES

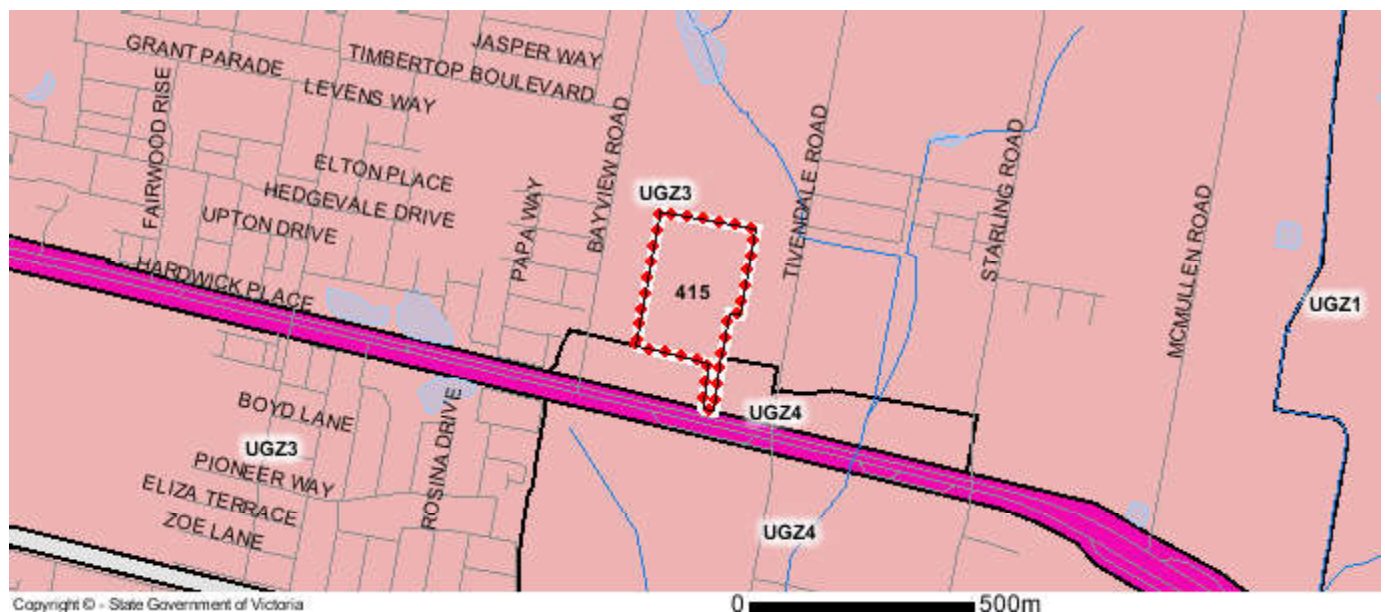
Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GEMBROOK**

## Planning Zones

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


[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)

[URBAN GROWTH ZONE - SCHEDULE 4 \(UGZ4\)](#)



 PUZ4 - Public Use - Transport

 RDZ1 - Road - Category 1

 UGZ - Urban Growth

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

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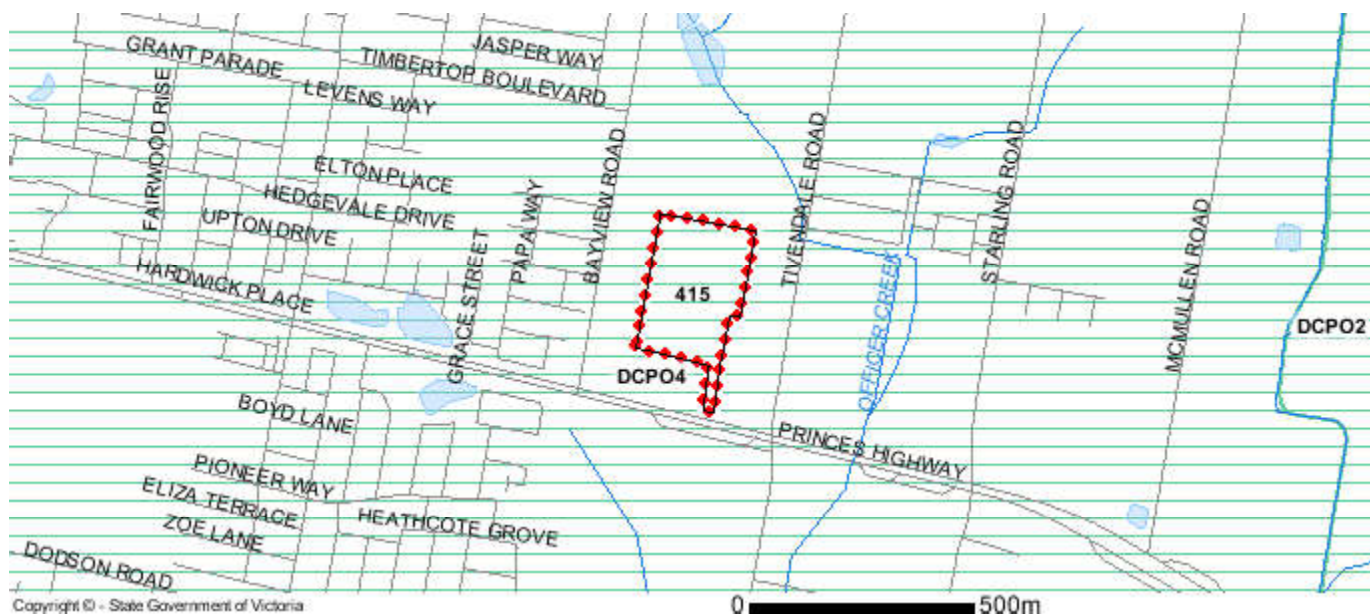
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## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)



 DCPO - Development Contributions Plan

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## Planning Overlays

### OTHER OVERLAYS

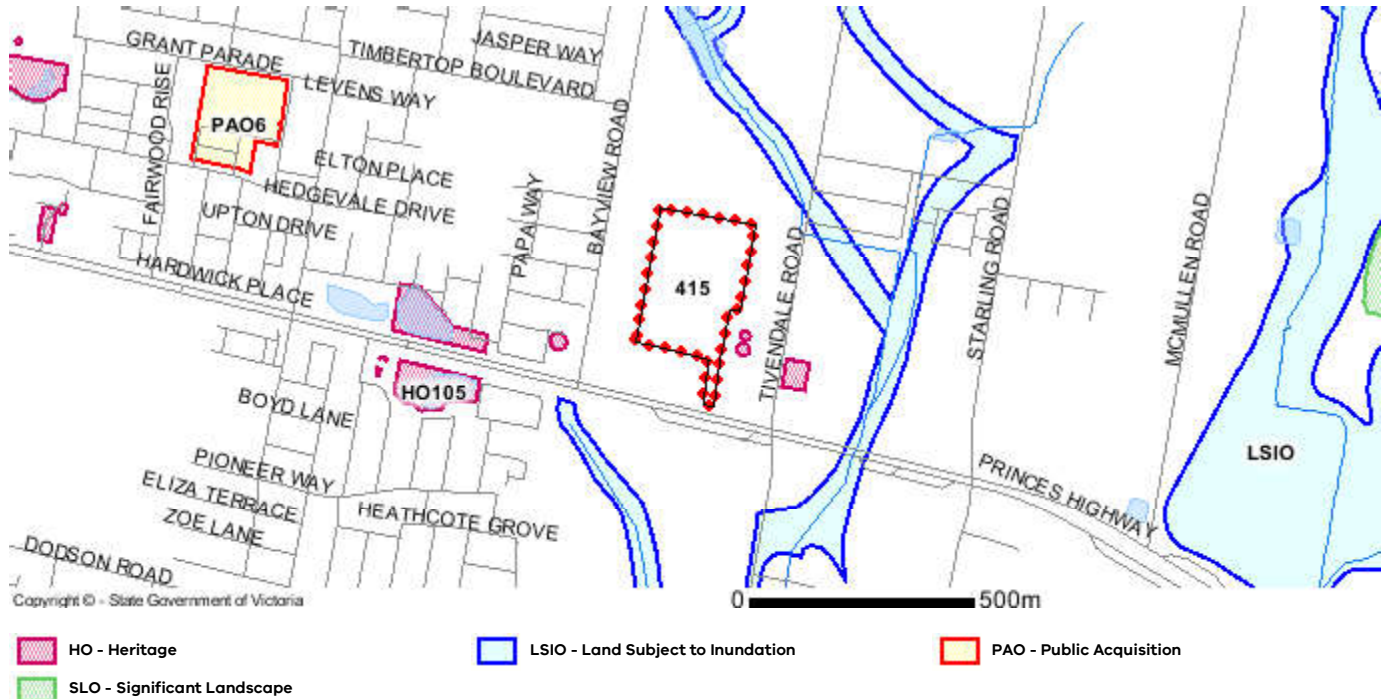
Other overlays in the vicinity not directly affecting this land

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

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

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

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

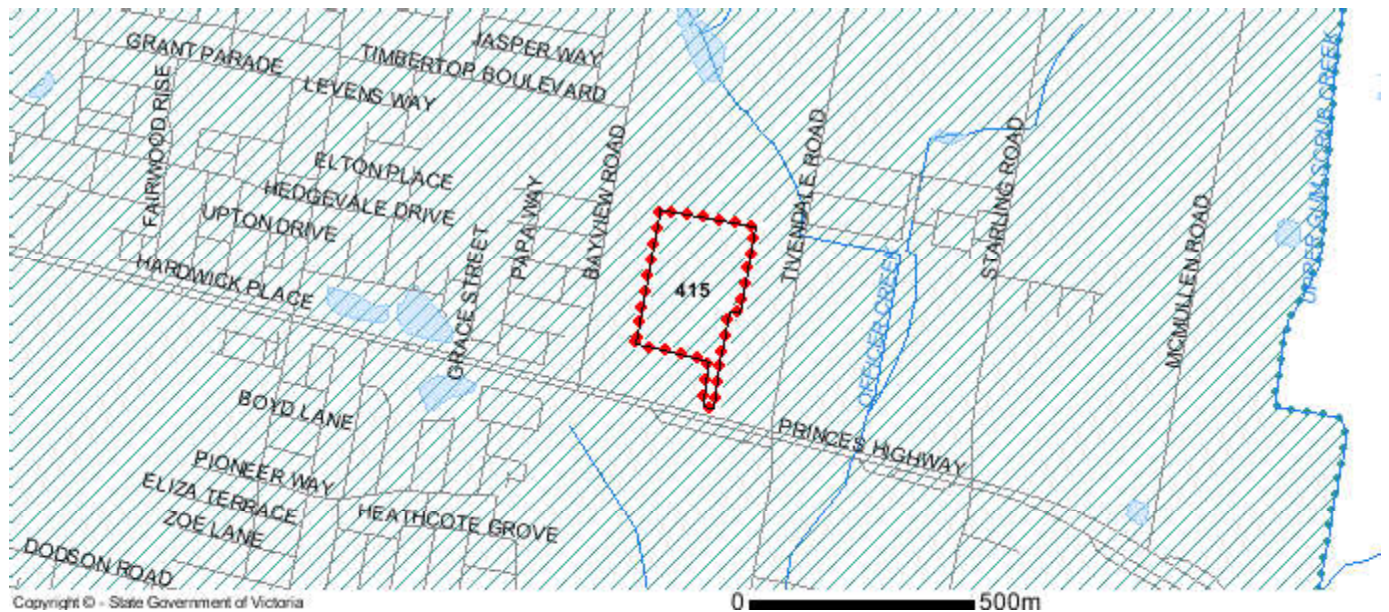


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## Further Planning Information

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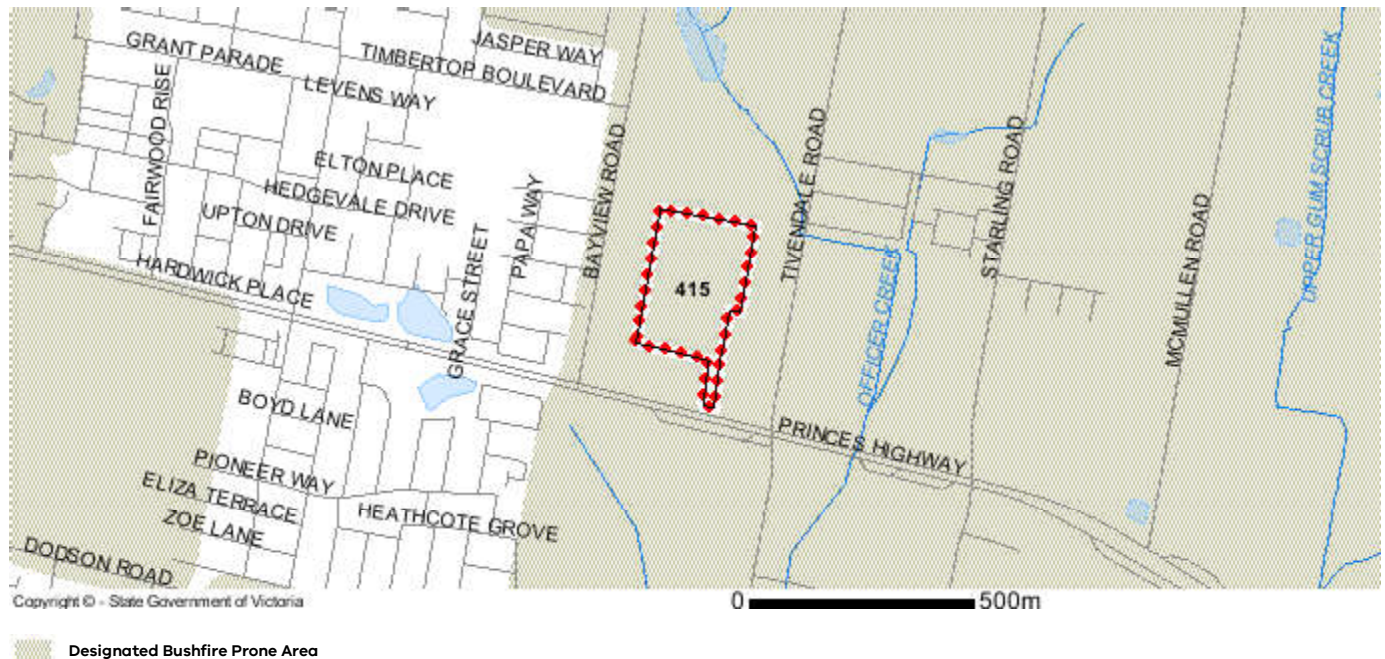
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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 05 June 2019 12:58 PM

## PROPERTY DETAILS

Address: **46 BAYVIEW ROAD OFFICER 3809**  
 Lot and Plan Number: **Lot 2 LP144824**  
 Standard Parcel Identifier (SPI): **2\LP144824**  
 Local Government Area (Council): **CARDINIA**  
 Council Property Number: **1074750100**  
 Planning Scheme: **Cardinia**  
 Directory Reference: **Melway 214 G2**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/cardinia](http://planning-schemes.delwp.vic.gov.au/schemes/cardinia)

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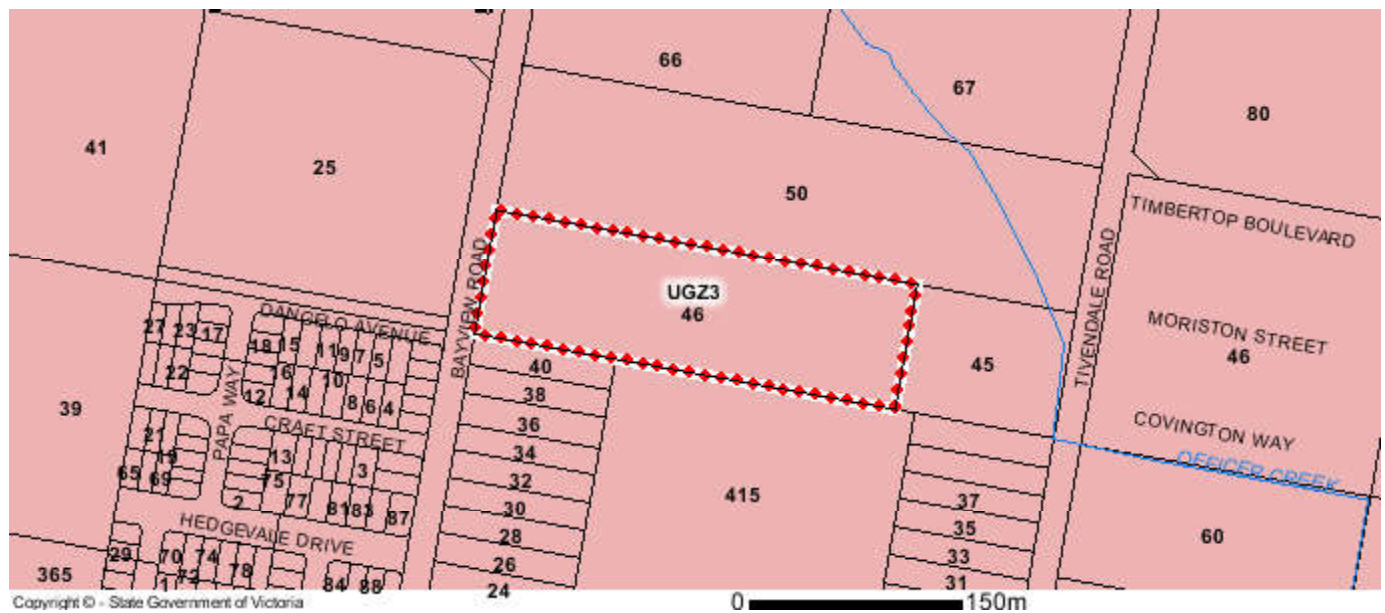
## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **GEMBROOK**

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



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0 150m

UGZ - Urban Growth

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

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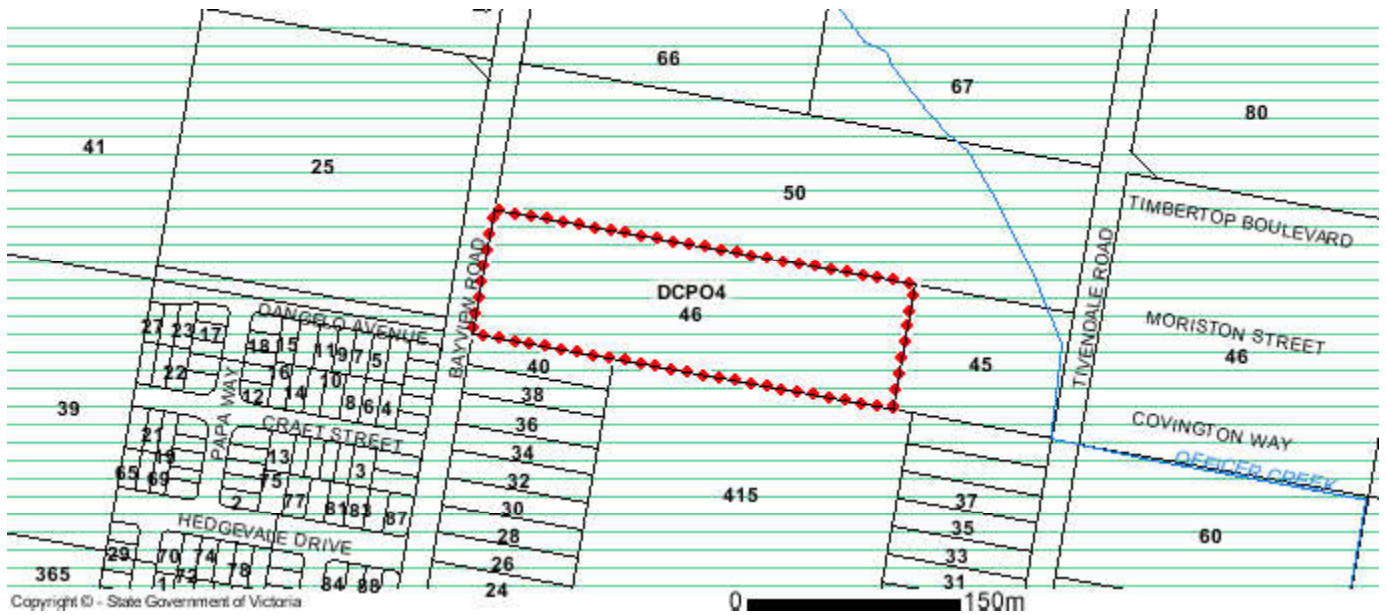
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## Planning Overlay

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 (DCPO4)



DCPO - Development Contributions Plan

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### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



LSIO - Land Subject to Inundation

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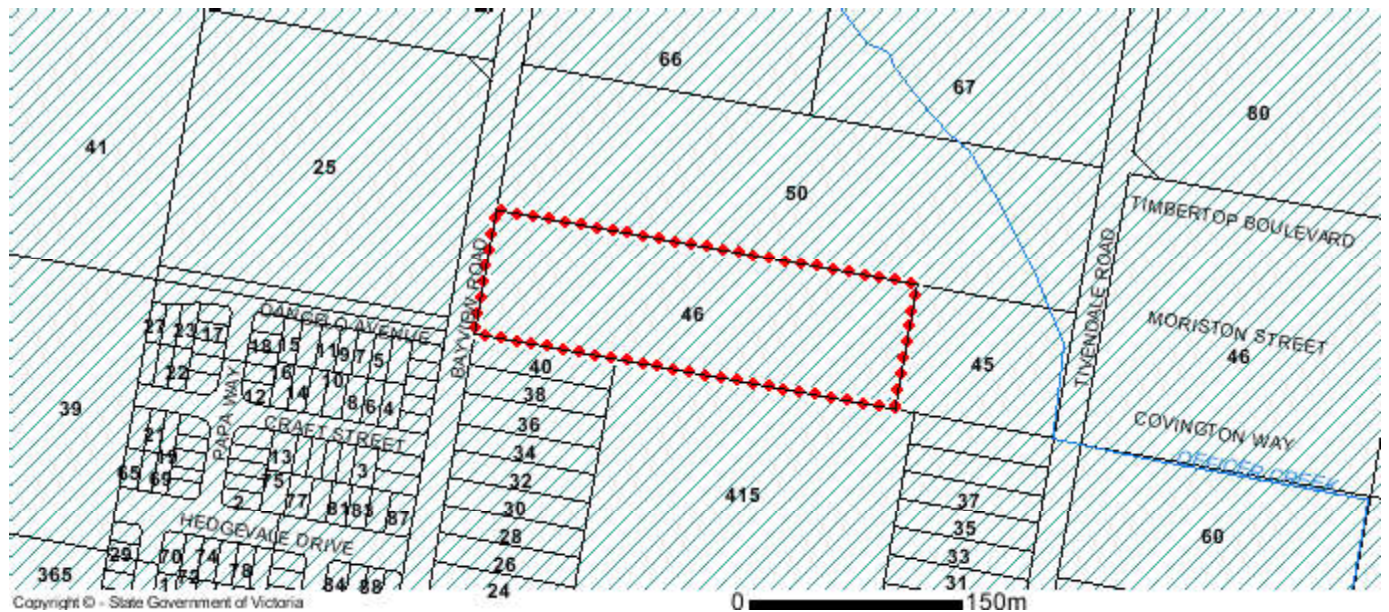
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Melbourne Strategic Assessment Area

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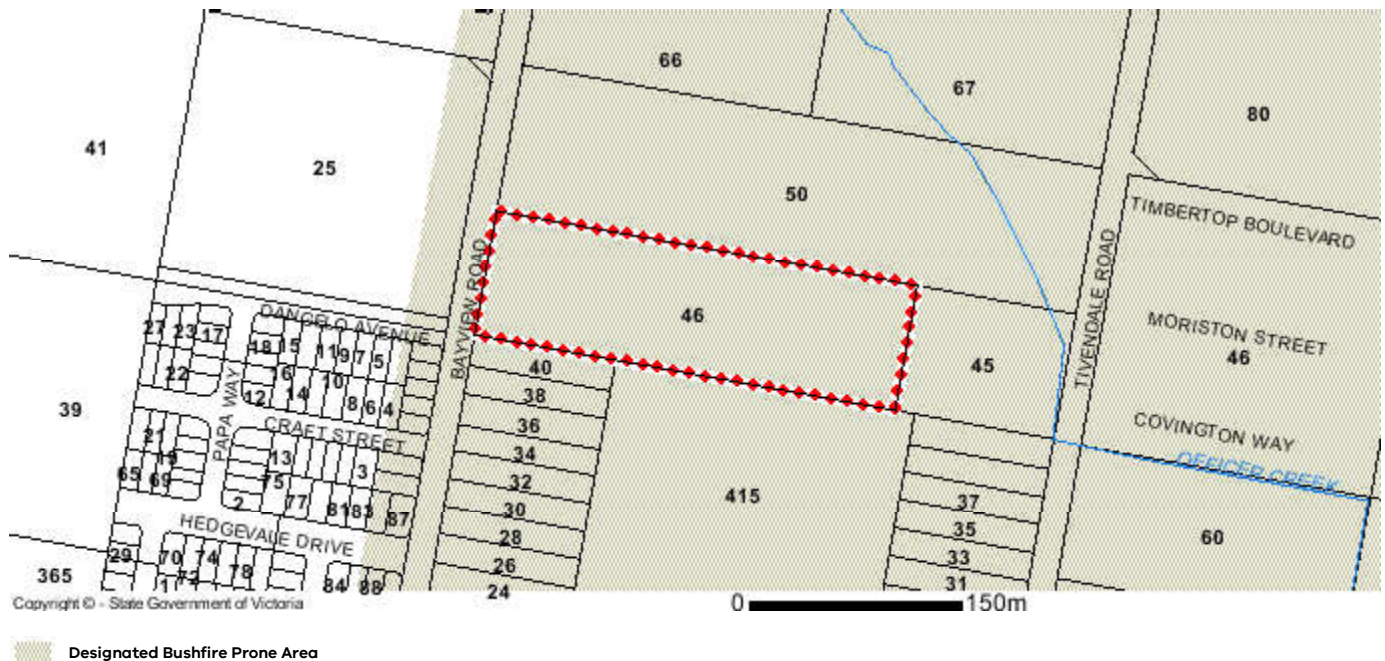
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For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



29 May 2019

Property number: 1074750200  
Our reference: INC1957730  
Your reference: 31715216-015-6



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(1)) – FORM 10

**Land (property) located at:** Lot 1 (50) Bayview Road, Officer

In reply to your recent enquiry, I wish to advise that a search of our building records for the preceding ten (10) years reveals the following: -

#### Details of Building Permits and Certificate of Occupancy or Final Inspection:

Building Permit No.	Issue Date	Building Works	Final/OP Date
BS-U1470/2018067/0	28/02/2018	Demolition of existing dwelling and outbuilding	02/05/2018
BS-15547/010969/0	07/05/2014	Installation of signs	No record

Please note that Council is unaware of any current statement(s) issued under regulation 64 or 231 of the Building Regulations 2018.

#### Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details
NIL		

**The property:** Is the building or land in an area:

- That is liable to flooding (Reg. 153)? **YES\***
- That is a likely to be subject to termite attack (Reg. 150)? **YES**
- For which BAL level has been specified in a planning scheme? **NO\*\***
- That is subject to significant snowfalls (Reg. 152)? **NO**
- Of designated land or works (Reg. 154)? **NO**

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

#### Note:

This summary is an extract of Council's records only **made at the date the information is provided**. The **information provided** does not guarantee the current status of the building. An inspection has not been specifically conducted as a result of your enquiry. **The reply provided has been prepared as accurately as possible as at the date of the reply, from** information **currently** available to Council. Council accepts no liability for **any** omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Any existing swimming pool/spa with a depth of over 300mm is required to be provided with suitable barriers to restrict young children from gaining access.

**Please contact Councils building department without delay should an appropriate pool barrier not be in place, or should smoke alarms not be installed within a residential property.**

Yours sincerely,

Donna Auhl

#### Development and Compliance Services

Cardinia Shire Council PO Box 7 Phone: 1300 787 624  
ABN: 32 210 906 807 Pakenham 3810 Email: [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)  
20 Siding Ave, Officer (DX 81006) Web: [cardinia.vic.gov.au](http://cardinia.vic.gov.au)



29 May 2019

Property number: 1074750200  
Our reference: INC1957730  
Your reference: 31715216-015-6



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(2))

**Land (property) located at:** Lot 1 (50) Bayview Road, Officer  
**Proposed development:** Unknown

**BUILDING UNIT** Is the building or land in an area:

- |  |       |
|--|-------|
| - That is liable to flooding (Reg. 153)?                       | NO*   |
| - That is a likely to be subject to termite attack (Reg. 150)? | YES   |
| - For which BAL level has been specified in a planning scheme? | NO ** |
| - That is subject to significant snowfalls (Reg. 152)?         | NO    |
| - Of designated land or works (Reg. 154)?                      | NO    |

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

### PLANNING UNIT

For planning information please complete the planning information request located on our website [https://www.cardinia.vic.gov.au/info/20005/planning\\_and\\_building/432/](https://www.cardinia.vic.gov.au/info/20005/planning_and_building/432/) and pay the associated fee.

### COMMUNITY INFRASTRUCTURE LEVY

'Community infrastructure' levies are financial contributions made by landowners towards locally provided infrastructure that is required to meet the future needs of the community. Community Infrastructure Levy is applicable to new dwellings constructed in Pakenham, Officer and some areas of Beaconsfield.

Is the property subject to the Community Infrastructure Levy (payable by owner)? **YES**

Please note that a Community Infrastructure Levy (CIL) of \$1150.00 **per new dwelling** must be paid and a copy of the receipt forwarded to the 'relevant building surveyor' prior to the issue of a Building Permit. Please ensure that payment is made after the formal release of the land.

**Note:** Community Infrastructure Levy fee quoted is a guide only and may be subject to change without notice.

Payment of the CIL can be made in any of the following ways:

- to your private building surveyor or builder
- in person at the Cardinia Shire Council Civic Centre
- Credit card over the phone: 1300 787 624
- mail (please make cheques payable to Cardinia Shire Council): PO Box 7, Pakenham, Victoria 3810.

### ASSET PROTECTION UNIT

The asset protection permit application fee and bond must both be paid and your permit issued **before works start**. Please refer to our website for further details: <https://www.cardinia.vic.gov.au/assetprotection>

Yours sincerely

Donna Auhl

**Development and Compliance Services**



29 May 2019

Property number: 1701102300  
Our reference: INC1957801  
Your reference: 31715298-015-0



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(1)) – FORM 10

**Land (property) located at:** Lot 1 (415) Princes Highway, Officer

In reply to your recent enquiry, I wish to advise that a search of our building records for the preceding ten (10) years reveals the following: -

**Details of Building Permits and Certificate of Occupancy or Final Inspection:**

Building Permit No.	Issue Date	Building Works	Final/OP Date
NIL			

Please note that Council is unaware of any current statement(s) issued under regulation 64 or 231 of the Building Regulations 2018.

**Outstanding building related orders or Notices pertaining to the Building Act 1993: -**

Type	Issue Date	Details
NIL		

**The property:** Is the building or land in an area:

- That is liable to flooding (Reg. 153)? **NO\***
- That is a likely to be subject to termite attack (Reg. 150)? **YES**
- For which BAL level has been specified in a planning scheme? **NO\*\***
- That is subject to significant snowfalls (Reg. 152)? **NO**
- Of designated land or works (Reg. 154)? **NO**

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

**Note:**

This summary is an extract of Council's records only **made at the date the information is provided**. The **information provided** does not guarantee the current status of the building. An inspection has not been specifically conducted as a result of your enquiry. **The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council**. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Any existing swimming pool/spa with a depth of over 300mm is required to be provided with suitable barriers to restrict young children from gaining access.

**Please contact Councils building department without delay should an appropriate pool barrier not be in place, or should smoke alarms not be installed within a residential property.**

Yours sincerely,

Donna Auhl  
Development and Compliance Services

29 May 2019

Property number: 1701102300  
Our reference: INC1957801  
Your reference: 31715298-015-0



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(2))

**Land (property) located at:** Lot 1 (415) Princes Highway, Officer  
**Proposed development:** Unknown

**BUILDING UNIT** Is the building or land in an area:

- |  |            |
|--|------------|
| - That is liable to flooding (Reg. 153)?                       | <b>NO*</b> |
| - That is a likely to be subject to termite attack (Reg. 150)? | YES        |
| - For which BAL level has been specified in a planning scheme? | NO **      |
| - That is subject to significant snowfalls (Reg. 152)?         | NO         |
| - Of designated land or works (Reg. 154)?                      | NO         |

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

### PLANNING UNIT

For planning information please complete the planning information request located on our website [https://www.cardinia.vic.gov.au/info/20005/planning\\_and\\_building/432/](https://www.cardinia.vic.gov.au/info/20005/planning_and_building/432/) and pay the associated fee.

### COMMUNITY INFRASTRUCTURE LEVY

'Community infrastructure' levies are financial contributions made by landowners towards locally provided infrastructure that is required to meet the future needs of the community. Community Infrastructure Levy is applicable to new dwellings constructed in Pakenham, Officer and some areas of Beaconsfield.

Is the property subject to the Community Infrastructure Levy (payable by owner)? **YES**

Please note that a Community Infrastructure Levy (CIL) of \$1150.00 **per new dwelling** must be paid and a copy of the receipt forwarded to the 'relevant building surveyor' prior to the issue of a Building Permit. Please ensure that payment is made after the formal release of the land.

**Note:** Community Infrastructure Levy fee quoted is a guide only and may be subject to change without notice.


Payment of the CIL can be made in any of the following ways:

- to your private building surveyor or builder
- in person at the Cardinia Shire Council Civic Centre
- Credit card over the phone: 1300 787 624
- mail (please make cheques payable to Cardinia Shire Council): PO Box 7, Pakenham, Victoria 3810.

### ASSET PROTECTION UNIT

The asset protection permit application fee and bond must both be paid and your permit issued **before works start**. Please refer to our website for further details: <https://www.cardinia.vic.gov.au/assetprotection>

Yours sincerely

  
Donna Auhl

**Development and Compliance Services**

29 May 2019

Property number: 1074750100  
Our reference: INC1957728  
Your reference: 31715270-015-4



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(1)) – FORM 10

**Land (property) located at:** Lot 2 (46) Bayview Road, Officer

In reply to your recent enquiry, I wish to advise that a search of our building records for the preceding ten (10) years reveals the following: -

#### Details of Building Permits and Certificate of Occupancy or Final Inspection:

Building Permit No.	Issue Date	Building Works	Final/OP Date
BS-U1470/20180166/0	28/02/2018	Demolition of existing dwelling and outbuilding	02/05/2019

Please note that Council is unaware of any current statement(s) issued under regulation 64 or 231 of the Building Regulations 2018.

#### Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details
NIL		

**The property:** Is the building or land in an area:

- That is liable to flooding (Reg. 153)? **NO\***
- That is a likely to be subject to termite attack (Reg. 150)? **YES**
- For which BAL level has been specified in a planning scheme? **NO\*\***
- That is subject to significant snowfalls (Reg. 152)? **NO**
- Of designated land or works (Reg. 154)? **NO**

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

#### Note:

This summary is an extract of Council's records only **made at the date the information is provided**. The **information provided** does not guarantee the current status of the building. An inspection has not been specifically conducted as a result of your enquiry. **The reply provided has been prepared as accurately as possible as at the date of the reply, from** information **currently** available to Council. Council accepts no liability for **any** omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Any existing swimming pool/spa with a depth of over 300mm is required to be provided with suitable barriers to restrict young children from gaining access.

**Please contact Councils building department without delay should an appropriate pool barrier not be in place, or should smoke alarms not be installed within a residential property.**

Yours sincerely,

Donna Auhl  
Development and Compliance Services

29 May 2019

Property number: 1074750100  
Our reference: INC1957728  
Your reference: 31715270-015-4



Corrs Chambers Westgarth c/- Landata

### PROPERTY INFORMATION REQUEST (51(2))

**Land (property) located at:** Lot 2 (46) Bayview Road, Officer  
**Proposed development:** Unknown

**BUILDING UNIT** Is the building or land in an area:

- |  |            |
|--|------------|
| - That is liable to flooding (Reg. 153)?                       | <b>NO*</b> |
| - That is a likely to be subject to termite attack (Reg. 150)? | YES        |
| - For which BAL level has been specified in a planning scheme? | NO **      |
| - That is subject to significant snowfalls (Reg. 152)?         | NO         |
| - Of designated land or works (Reg. 154)?                      | NO         |

**\*NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**\*\* NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

### PLANNING UNIT

For planning information please complete the planning information request located on our website [https://www.cardinia.vic.gov.au/info/20005/planning\\_and\\_building/432/](https://www.cardinia.vic.gov.au/info/20005/planning_and_building/432/) and pay the associated fee.

### COMMUNITY INFRASTRUCTURE LEVY

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Is the property subject to the Community Infrastructure Levy (payable by owner)? **YES**

Please note that a Community Infrastructure Levy (CIL) of \$1150.00 **per new dwelling** must be paid and a copy of the receipt forwarded to the 'relevant building surveyor' prior to the issue of a Building Permit. Please ensure that payment is made after the formal release of the land.

**Note:** Community Infrastructure Levy fee quoted is a guide only and may be subject to change without notice.

Payment of the CIL can be made in any of the following ways:

- to your private building surveyor or builder
- in person at the Cardinia Shire Council Civic Centre
- Credit card over the phone: 1300 787 624
- mail (please make cheques payable to Cardinia Shire Council): PO Box 7, Pakenham, Victoria 3810.

### ASSET PROTECTION UNIT

The asset protection permit application fee and bond must both be paid and your permit issued **before works start**. Please refer to our website for further details: <https://www.cardinia.vic.gov.au/assetprotection>

Yours sincerely

Donna Auhl

**Development and Compliance Services**

Contact Name Brett McKenzie  
Telephone 03 9628 0049  
Facsimile 03 9628 6853  
**Your Ref: 31715216-010-1**

4 June 2019

Corrs Chambers Westgarth  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**50 Bayview Road, Officer (Volume 8314 Folio 112) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 27 May 2019 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 03 9628 0049.

Yours sincerely



**Brett McKenzie**  
Customer Service Officer  
Land Revenue

Contact Name Brett McKenzie  
Telephone 03 9628 0049  
Facsimile 03 9628 6853  
**Your Ref: 31715298-010-5**

4 June 2019

Corrs Chambers Westgarth  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

### **Growth Areas Infrastructure Contribution (GAIC)**

#### **415 Princes Highway, Officer (Volume 9535 Folio 202) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 27 May 2019 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

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For further details regarding GAIC, please visit the SRO website or telephone 03 9628 0049.

Yours sincerely



**Brett McKenzie**  
Customer Service Officer  
Land Revenue

Contact Name Brett McKenzie  
Telephone 03 9628 0049  
Facsimile 03 9628 6853  
**Your Ref: 31715270-010-9**

4 June 2019

Corrs Chambers Westgarth  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**46 Bayview Road, Officer (Volume 9542 Folio 679) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 27 May 2019 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 03 9628 0049.

Yours sincerely



**Brett McKenzie**  
Customer Service Officer  
Land Revenue



## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Corrs Chambers Westgarth C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 330

NO PROPOSALS. As at the 27th May 2019, 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®.

50 BAYVIEW ROAD, OFFICER 3809  
SHIRE OF CARDINIA

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: 27th May 2019

Telephone enquiries regarding content of certificate: 13 11 71



## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Corrs Chambers Westgarth C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 330

NO PROPOSALS. As at the 27th May 2019, 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®.

415 PRINCES HIGHWAY, OFFICER 3809  
SHIRE OF CARDINIA

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: 27th May 2019

Telephone enquiries regarding content of certificate: 13 11 71

## ROADS PROPERTY CERTIFICATE

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Corrs Chambers Westgarth C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 330

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

46 BAYVIEW ROAD, OFFICER 3809  
SHIRE OF CARDINIA

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: 27th May 2019

Telephone enquiries regarding content of certificate: 13 11 71

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Corrs Chambers Westgarth**

CERTIFICATE NO:  
**31715216**

PROPERTY ADDRESS:  
**50 BAYVIEW ROAD OFFICER**

PARCEL DESCRIPTION:  
**Lot 1 LP48078**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Business Support Officer (Certificates)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

**DATED: 27 May 2019**

*Note: This Certificate is valid at the date of issue.*

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Corrs Chambers Westgarth**

CERTIFICATE NO:  
**31715298**

PROPERTY ADDRESS:  
**415 PRINCES HIGHWAY OFFICER**

PARCEL DESCRIPTION:  
**Lot 1 TP132216B**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Business Support Officer (Certificates)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

**DATED: 27 May 2019**

*Note: This Certificate is valid at the date of issue.*

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Corrs Chambers Westgarth**

CERTIFICATE NO:  
**31715270**

PROPERTY ADDRESS:  
**46 BAYVIEW ROAD OFFICER**

PARCEL DESCRIPTION:  
**Lot 2 LP144824**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Business Support Officer (Certificates)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

**DATED: 27 May 2019**

*Note: This Certificate is valid at the date of issue.*



28 May 2019

Corrs Chambers Westgarth C/- InfoTrack  
c/- Landata  
GPO BOX 527  
MELBOURNE VIC 3001

6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)

Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

T 03 9656 9818

Re: Vol 8314 Folio 112, 50 BAYVIEW ROAD OFFICER, VIC 3809  
Reference: 31715216-030-9

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning  
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet  
[vahr@dpc.vic.gov.au](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **Shire of Cardinia**
- World, National and Commonwealth Heritage Lists—Department of the Environment  
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:

<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson  
Advocacy Manager  
National Trust of Australia (Victoria)



28 May 2019

Corrs Chambers Westgarth C/- InfoTrack  
c/- Landata  
GPO BOX 527  
MELBOURNE VIC 3001

6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)

Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

T 03 9656 9818

Re: Vol 9535 Folio 202, 415 PRINCES HIGHWAY OFFICER, VIC 3809  
Reference: 31715298-030-3

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning  
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet  
[vahr@dpc.vic.gov.au](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **Shire of Cardinia**
- World, National and Commonwealth Heritage Lists—Department of the Environment  
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:

<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson  
Advocacy Manager  
National Trust of Australia (Victoria)



28 May 2019

Corrs Chambers Westgarth C/- InfoTrack  
c/- Landata  
GPO BOX 527  
MELBOURNE VIC 3001

6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)  
Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

T 03 9656 9818

Re: Vol 9542 Folio 679, 46 BAYVIEW ROAD OFFICER, VIC 3809  
Reference: 31715270-030-7

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning  
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet  
[vahr@dpc.vic.gov.au](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **Shire of Cardinia**
- World, National and Commonwealth Heritage Lists—Department of the Environment  
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:  
<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson  
Advocacy Manager  
National Trust of Australia (Victoria)



# Extract of EPA Priority Site Register

Page 1 of 1



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

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 50 BAYVIEW ROAD

SUBURB: OFFICER

MUNICIPALITY: CARDINIA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 214 Reference H2  
Melways 40th Edition, Street Directory, Map 214 Reference G2

DATE OF SEARCH: 27th May 2019

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

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

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

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

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

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

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

# Extract of EPA Priority Site Register

Page 1 of 1



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## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 415 PRINCES HIGHWAY

SUBURB: OFFICER

MUNICIPALITY: CARDINIA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 214 Reference H2

Melways 40th Edition, Street Directory, Map 214 Reference G3

Melways 40th Edition, Street Directory, Map 214 Reference H3

DATE OF SEARCH: 27th May 2019

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SUBURB: OFFICER

MUNICIPALITY: CARDINIA

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DATE OF SEARCH: 27th May 2019

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GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

23528

### SECTION 1 – Applicant Information

Name of applicant:

Bethany Willoughby

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins St

Melbourne

VIC 3000

Telephone number:

03 8609 4740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

9143456

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

1/LP48078

Crown References:

Title References (Volume / Folio) :

8314/112

Street Address:

50 BAYVIEW ROAD, OFFICER 3809

Other description:

Order ID: 57799615

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 30/May/2019



Heather Bannerman  
 Manager, Heritage Information  
 Aboriginal Victoria

**SECTION 4 – Terms & Conditions****Terminology**

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

**Advice provided from the Register**

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

**Specific conditions of advice provided from the Register for an application under s.147**

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

**Use of information**

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**Documents to be lodged with Registrar**

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

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Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

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The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

**Indemnity**

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

**Governing Law**

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<http://www.dpc.vic.gov.au/index.php/aboriginal-affairs/heritage-tools/areas-of-cultural-heritage-sensitivity>>

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

23530

### SECTION 1 – Applicant Information

Name of applicant:

BEthany Willoughby

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins St

Melbourne

VIC 3000

Telephone number:

03 8609 4740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

9143456

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

1/TP132216B

Crown References:

Title References (Volume / Folio) :

9535/202

Street Address:

415 PRINCES HIGHWAY, OFFICER 3809

Other description:

Order ID: 57799850

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

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Signed:

Date: 30/May/2019



Heather Bannerman  
 Manager, Heritage Information  
 Aboriginal Victoria

## SECTION 4 – Terms & Conditions

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The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

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## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

23529

### SECTION 1 – Applicant Information

Name of applicant:

Bethany Willoughby

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins St

Melbourne

VIC 3000

Telephone number:

03 8609 4740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

9143456

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

2/LP144824

Crown References:

Title References (Volume / Folio) :

9542/679

Street Address:

46 BAYVIEW ROAD, OFFICER 3809

Other description:

Order ID: 57799740

Directory Reference:

Directory:

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# Design Guidelines

DRAFT ONLY, MARCH 2019



live life connected

hillstowe



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## Vision

Hillstowe gives families the opportunity to enjoy country town living in a brand new development. Hillstowe comprises of approximately 200 house lots varying in size to suit all lifestyles and has been planned as a high quality vibrant residential community.

Characterised by tree lined streets, picturesque views, all surrounding the parkland. Hillstowe offers a laid back, relaxed and family orientated lifestyle.

## Purpose

To maintain the high amenity standards at Hillstowe and to secure its future lifestyle benefits and investment appeal. All purchasers are required to comply with the Design Guidelines.

The Design Guidelines aim to enhance the visual amenity and urban design quality of Hillstowe, while ensuring that all who build around you are committed to maintaining similarly high standards.

## Design Review Panel

The Design Review Panel (DRP) has been created to evaluate all proposed home designs within Hillstowe.

Purchasers or their selected Builders must submit their house design for review and approval.

The design guidelines may be amended from time to time at the Developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals. Applications will be assessed against (and must comply with) the current version of the design guidelines. The final decision regarding all aspects of the design guidelines will be at the discretion of the DRP and written consent from the Cardinia Shire Council. The DRP also reserve the right to waive or vary any requirements of the design guidelines.



## The Process

One set of plans and external colour schedule should be submitted via email in PDF format.

Applications should consist of:

### 1. Application Form

### 2. Site Plan (scale 1 : 200)

Showing boundary setback dimensions, building envelopes, total site coverage and floor areas, site contours, natural ground levels and finish ground level, proposed earthworks and retaining wall, north point, vehicle crossover, driveway, fencing details, ancillary items, any proposed outbuildings.

### 3. Floor Plans (scale 1 : 100)

Must indicate key dimensions and window positions.

### 4. Elevations (scale 1 : 100)

Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, existing ground levels and any excavation, fill and proposed finished ground levels & retaining walls. (Alternatively, the latter can be indicated on a cross section at a minimum scale of 1 : 100).

### 5. External Colour & Material Selection

Including brands, colour names and colour swatches where possible.

#### Send submissions to:

Hillstowe Design Review Panel

C/Taylors

e: Design.guidelines@taylorsds.com.au

a: 8/270 Ferntree Gully Road, Notting Hill VIC 3168

p: 95012800



## Statutory Obligations

It is the responsibility of the purchaser/builder/ Building Surveyor to ensure compliance with any applicable statutory requirements (such as Building Regulations, planning requirements and current Victorian energy rating standards). Approval from the DRP is not an endorsement that plans comply with such requirements.

## Allowable Land

No more than one dwelling may be constructed on the lot.

Lots are not permitted to be further subdivided.

## Service Connections

Your home must be connected to all available in ground services according to the service provider's standards.

## Setbacks

All dwellings, garages and outbuildings must be constructed within the Building Envelope Plan found on the relevant Memorandum of Common Provisions (MCP).

Encroachments into the minimum setback are in accordance with ResCode in the most current Building Regulations.

## ResCode

All dwellings must comply with all requirements of ResCode in the most current Building Regulations.

## Small Lot Housing Code

Lots less than 300m<sup>2</sup> in size must comply with the requirements of the Officer Small Lot Housing Code.

Should a Design Guideline contradict an Officer Small Lot Housing Code requirement, the Officer Small Lot Housing Code will take precedence.

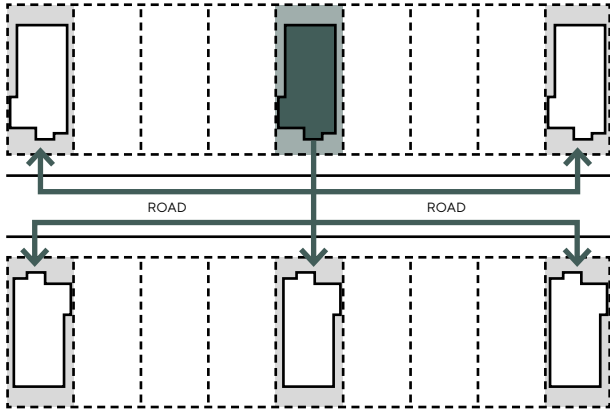




## Identical Facades

Two dwellings with the same front façade must not be built within three house lots. This includes lots either side, opposite and encompassing other street frontages where applicable.

Refer to below diagram:



## Ceiling Heights

Ceiling heights to the ground floor of double storeys and all single storey homes must be a minimum 2590mm.

## Battleaxe Lots

The front of your home must face Timbertop Boulevard with driveway access via the Battleaxe Laneway.

## Façade Features

To create interest and give your façade unique character, your façade must be articulated and include the following features:

- Entries must project from the main building line;
- Entries must have a minimum 1.5m depth and a minimum 1.6m width;
- One habitable room window to the facade

## External Materials

External walls of your home must be constructed from a combination of materials. A minimum of two materials is required and both materials must equate to a minimum 30% each unless:

- the home is solely finished in a rendered material, then the façade must have a minimum of two colours with both equating to a minimum of 30%.

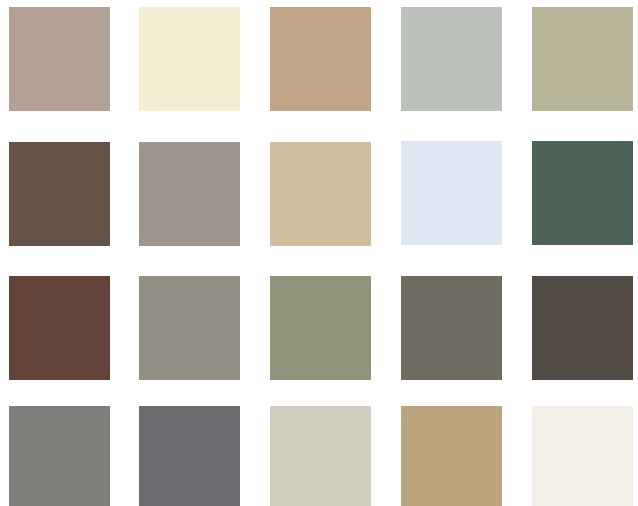
Materials used on the façade must return a minimum 3m to non corner lots.

Lightweight infill is not permitted above windows and doors visible to the public. The material used above windows and doors is required to match the adjoining surface.



## External Colours

External colours must be of muted tones that complement the surrounds. Colours should be from the lighter end of the spectrum with darker tones as a contrast to assist with articulation.



## Roofing

Skillion, Gable or Pitched roof forms are encouraged to add visual interest to the streetscape. Flat roofs with parapets, and curved will be reviewed on architectural merit.

Where a pitched roof is provided the roof pitch must be a minimum 22°.

A minimum 450mm eaves must be provided to the roof where visible to the public and the entire roof line on double storey's.

Eaves must return a minimum 3m on non-corner lots and must return the entire roof line on secondary frontage lots.

Where there is a parapet wall eaves are not required to that section of roof line.

Roofing materials must be of low-reflectivity.

## Corner & Reserve Treatment

Elevations that face a side street or reserve must address the secondary frontage through the use of windows that match the primary façade, articulation including similar feature used on the facade and continuous material.

Where a wall exceeds 10m in length on a secondary frontage, the wall must step in a minimum 300mm for a minimum 1m in length or a contrasting material or colour for a minimum of 2m in length.

At least one habitable room window must be forward of the side boundary fence and where the dwelling is a double storey one habitable room window on each level must be provided.

At least 50% of the rooms to the side street or reserve must have windows facing that boundary.

Blank walls for its entire secondary frontage or reserve are not permitted.

Treatment is required to continue until the return fence on that boundary.

Meterboxes should, where possible be located on the opposite side on the secondary frontage or reserve. In the instant where the meterbox cannot be located on the opposite side it must be colour coordinated to the wall it is attached to.





## Vehicle Accommodation

All homes must have a garage which is incorporated into the dwelling roof line.

The garage must be setback a minimum 5m from the frontage and a minimum 840mm behind the main building line.

### Lots over 12.5m wide:

For single storey dwellings, garage openings must be no more than 40% of the width of the lot frontage. In the case of a double storey dwelling, a garage opening must not exceed 25% of the area of the front façade of the dwelling.

### Lots less than 12.5m wide:

Single storey dwellings are restricted to single garages. In the case of a double storey dwelling, a garage opening must not exceed 25% of the area of the front façade of the dwelling.

The garage door must be sectional or panel lift.

Roller doors are not permitted where visible to the public.

Carports are not permitted.



## Driveways

Each lot must have only one driveway unless it's a corner lot in which two crossovers may be permitted with consent from the responsible authority.

The driveway must not exceed 4m in width of the crossover except where they form part of the turning or reversing area required for access to/ from a garage.

Driveways must be finished in Exposed Aggregate, Concrete Pavers or Colour Through Concrete.

Coloured concrete must complement the façade of your home. Plain coloured concrete, painted concrete or gravel driveways are not permitted.

Driveways must be fully constructed prior to the Certificate of occupancy being issued.

A landscaping strip between the driveway and closest side boundary must be provided to a minimum 500mm, except where the crossover is a double crossover, a landscape strip is not required.

## Fencing

Front fencing is not permitted.

Side and rear fencing must be constructed of 1.9m high timber palings and finish a minimum 2m behind the main building line.

Corner and reserve fencing must be constructed of 1.9m high timber palings with exposed posts and capping and must not exceed 50% of the length of the lot. the remaining fence must not exceed 1m in height and must be 20% transparent and finish 4m behind the main building line.

Fencing on Battleaxe lots that face Timbertop Boulevard must be constructed of 1.9m high timber palings with exposed posts and capping. Fencing fronting Timbertop Boulevard may not exceed 1m in height.

Gates must be setback a minimum 1m from the boundary and a maximum 4m on the battleaxe laneway.





## Outbuilding, Utilities and Facilities

Sheds must not exceed 15m<sup>2</sup> or have a height to the ridge line of 3.6m and not be visible to the public.

Bin storage areas, drying areas, air conditioning units, caravans, trailers and boats are not to be visible to the public and solar hot water systems, satellite dishes, TV antennae's where placed on the roof should be at the rear and below the ridge line.

When a rain water tank is visible to the public, it must be incorporated well into the design or appropriately screened.



Outbuildings including but not limited to pergolas and verandahs must be approved by the Hillstowe Design Review Panel and be sited within the building envelope plan. Colours and materials must complement the dwelling.

## Landscaping and Site Works

Any retaining structures required for your home construction or landscaping visible to the public must not exceed 1.2m in height. Retaining walls visible from the public and must be constructed from suitable materials that complement the dwelling.

Retaining walls constructed by the Developer are not permitted to be altered or removed.

Unpainted timber panels/boards are not permitted unless they are of a high architectural quality such as recycled sleepers.

Unfinished concrete walls/blocks are prohibited.

Side fencing constructed on top of a retaining wall may not exceed a combined height of 2.9m.



Where cutting and filling is greater than 1m, the utilization of planted and landscaped embankments (Maximum 1:3 ratio) must be constructed.

Landscaping to your front yard should consist of local indigenous plants, hard surfaces should be kept to a minimum.

Further details on approved planting species can be found at:

[www.cardinia.vic.gov.au/indigenousplantguide](http://www.cardinia.vic.gov.au/indigenousplantguide)

Letterboxes with street numbering must be installed prior to occupation and comply with the Australian Post Standards. A letterbox on a single post will not be permitted.

Roller shutters are not permitted where visible to the public.





# hillstowe

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Property Group

# HILLSTOWE ESTATE STAGE 02

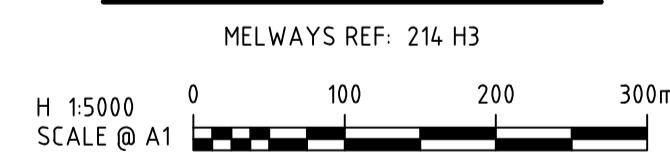
## AVID PROPERTY GROUP

Sheet List Table

DRAWING NO.	DESCRIPTION	SHEET NUMBER	REVISION NO.
3116-02-900	TITLE SHEET	900	C
3116-02-901	DETAIL PLAN	901	C
3116-02-902	PARKING LAYOUT	902	C
3116-02-903	TYPICAL CROSS SECTIONS	903	C
3116-02-904	VEHICLE SWEEP PATHS (SHEET 1 OF 2)	904	C
3116-02-905	VEHICLE SWEEP PATHS (SHEET 2 OF 2)	905	C



LOCALITY PLAN



DESCRIPTION	EXISTING	PROPOSED
WATER MAIN - DRINKING WATER	--- DW ---	--- DW ---
WATER MAIN - NON-DRINKING WATER	--- NDW ---	--- NDW ---
UNDERGROUND ELECTRICITY	--- E ---	--- E ---
OVERHEAD ELECTRICITY & POLE	--- OE ---	--- OE ---
TELSTRA & SERVICE PIT	--- T ---	--- T ---
OPTIC FIBRE	--- OF ---	--- OF ---
GAS MAIN	--- G ---	--- G ---
BRANCH SEWER & MANHOLE	--- S ---	--- S ---
SEWER & MANHOLE	--- S ---	--- S ---
CENTRAL INVERT	--- I ---	--- I ---
COUNCIL STORMWATER DRAIN & PIT	--- SD ---	--- SD ---
STORMWATER DRAINAGE PROPERTY INLETS	--- SI ---	--- SI ---
COUNCIL STORMWATER PITS	--- SP ---	--- SP ---
HOUSE DRAIN	--- HD ---	--- HD ---
CONCRETE VEHICLE CROSSING	--- VC ---	--- VC ---
SURFACE CONTOUR MINOR	---51.20---	---51.20---
SURFACE CONTOUR MAJOR	---52.00---	---52.00---
FALL OF DESIGN SURFACE		→
100 YEAR OVERLAND FLOW PATH		→
SIGN AND POST	--- SP ---	--- SP ---
LIMIT OF WORKS		--- LW ---
RETAINING WALL - TIMBER	--- RW ---	--- RW ---
RETAINING WALL - CONCRETE	--- RW ---	--- RW ---
RETAINING WALL - ROCK/STONE	--- RW ---	--- RW ---
FENCE - TREE PROTECTION	--- FP ---	--- FP ---
FENCE - VEHICLE EXCLUSION	--- FE ---	--- FE ---
FENCE - TEMPORARY	--- FT ---	--- FT ---
FENCE - OTHER	--- FO ---	--- FO ---
TREE TO BE RETAINED	--- TR ---	--- TR ---
TREE TO BE REMOVED	--- TR ---	--- TR ---
VEGETATION LINE	--- VL ---	--- VL ---

C	11.12.19	MHN	ESM	R. TODD	ISSUED FOR APPROVAL
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Property Group

DESIGNED  
R. GAUTAM

APPROVED  
RAY TODD

SCALE  
AS SHOWN

PROJECT  
HILLSTOWE ESTATE - STAGE 02

TITLE  
FUNCTIONAL LAYOUT PLANS  
TITLE SHEET

MUNICIPALITY  
CARDINIA SHIRE COUNCIL

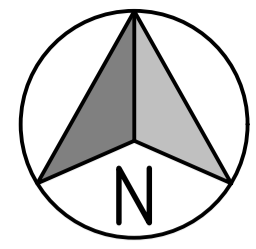
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T130581-1

DRAWING No.  
3116-02-900

REVISION  
C

ORIGINAL SIZE  
A1

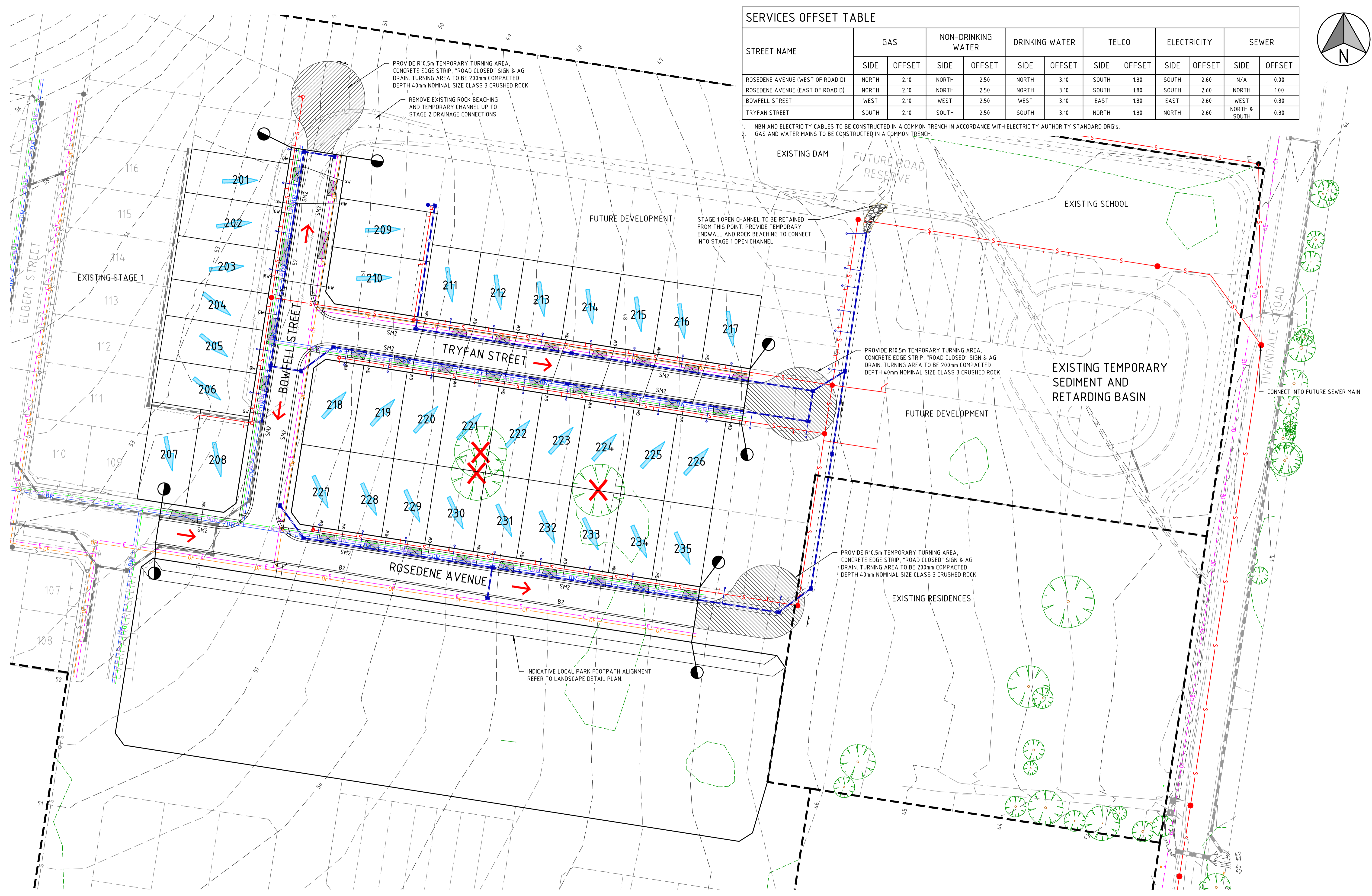




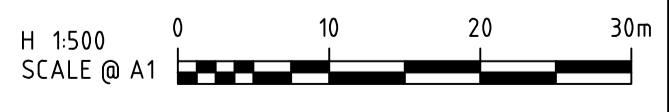
**SERVICES OFFSET TABLE**

STREET NAME	GAS		NON-DRINKING WATER		DRINKING WATER		TELCO		ELECTRICITY		SEWER	
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET
ROSEDENE AVENUE (WEST OF ROAD D)	NORTH	2.10	NORTH	2.50	NORTH	3.10	SOUTH	1.80	SOUTH	2.60	N/A	0.00
ROSEDENE AVENUE (EAST OF ROAD D)	NORTH	2.10	NORTH	2.50	NORTH	3.10	SOUTH	1.80	SOUTH	2.60	NORTH	1.00
BOWFELL STREET	WEST	2.10	WEST	2.50	WEST	3.10	EAST	1.80	EAST	2.60	WEST	0.80
TRYFAN STREET	SOUTH	2.10	SOUTH	2.50	SOUTH	3.10	NORTH	1.80	NORTH	2.60	NORTH & SOUTH	0.80

1. NBN AND ELECTRICITY CABLES TO BE CONSTRUCTED IN A COMMON TRENCH IN ACCORDANCE WITH ELECTRICITY AUTHORITY STANDARD DRG'S.
2. GAS AND WATER MAINS TO BE CONSTRUCTED IN A COMMON TRENCH.



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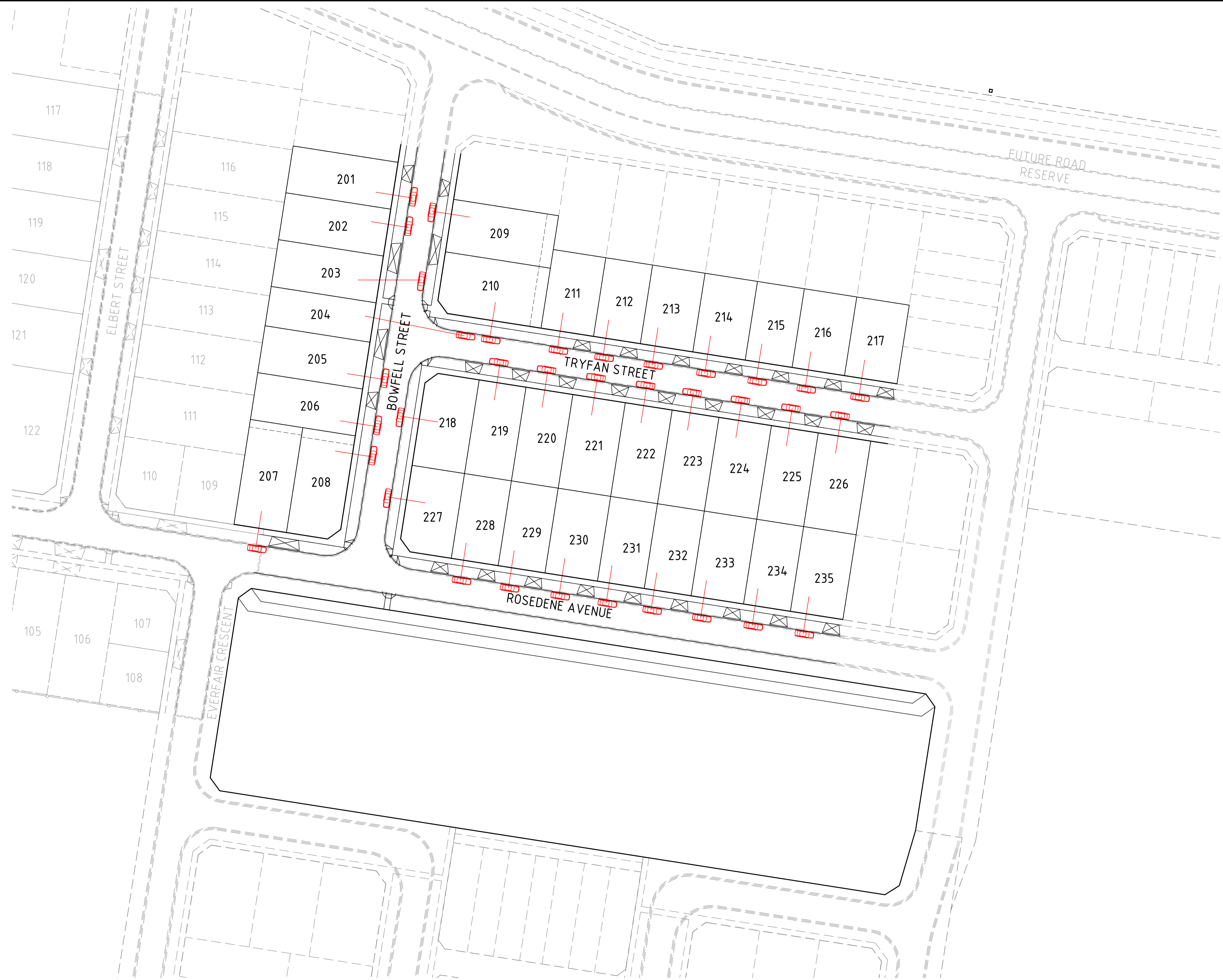
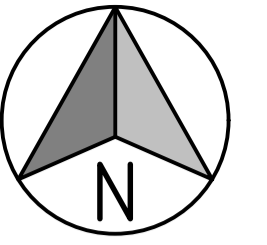
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APPROVED: RAY TODD  
DESIGNED: R. GAUTAM  
SCALE: AS SHOWN

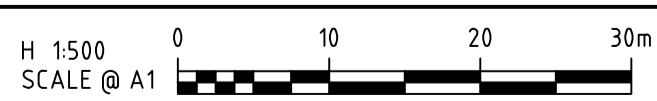
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DETAIL PLAN  
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DRAWING No: 3116-02-901  
REVISION: C

ORIGINAL SIZE A1





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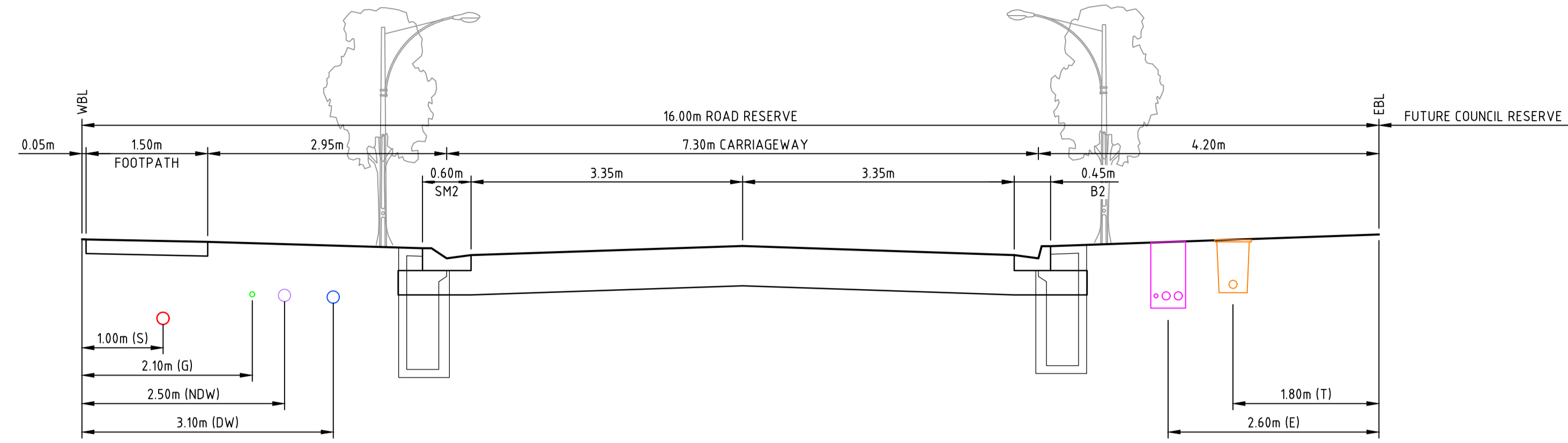
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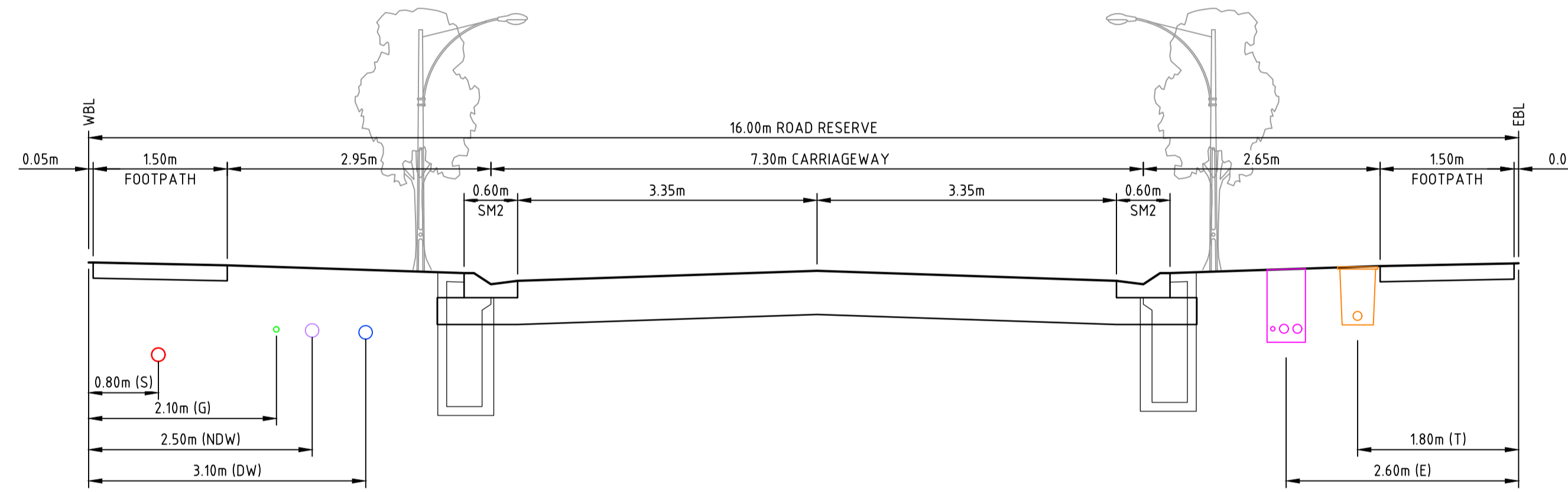
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REVISION	C		

ORIGINAL SIZE A1

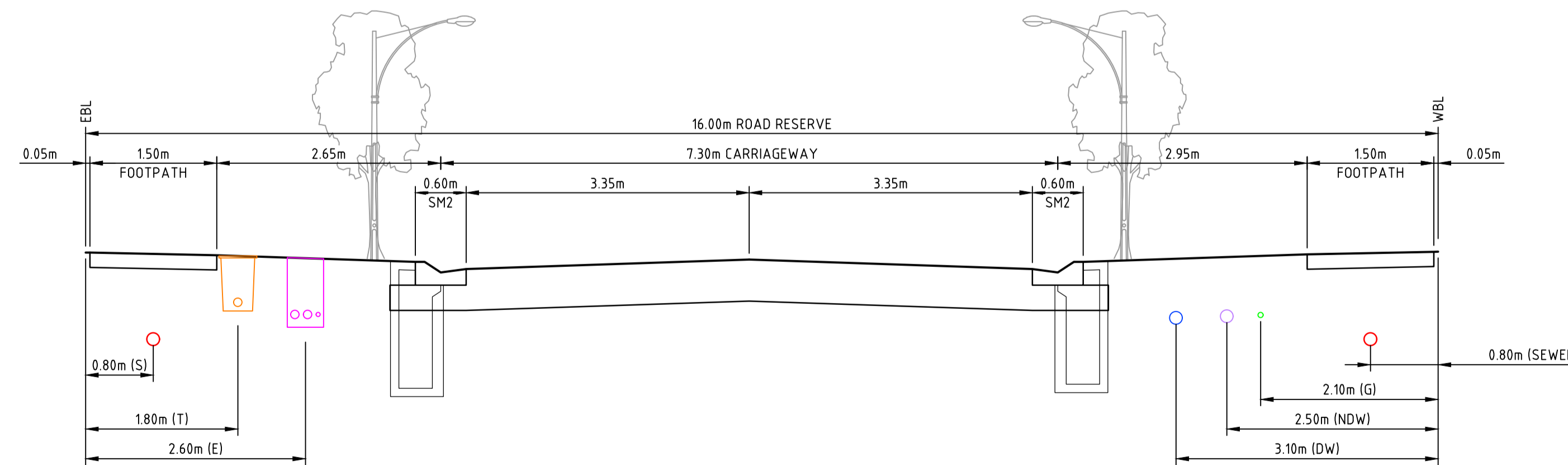




**ROSEDENE AVENUE**



**BOWFELL STREET**



**TRYFAN STREET**

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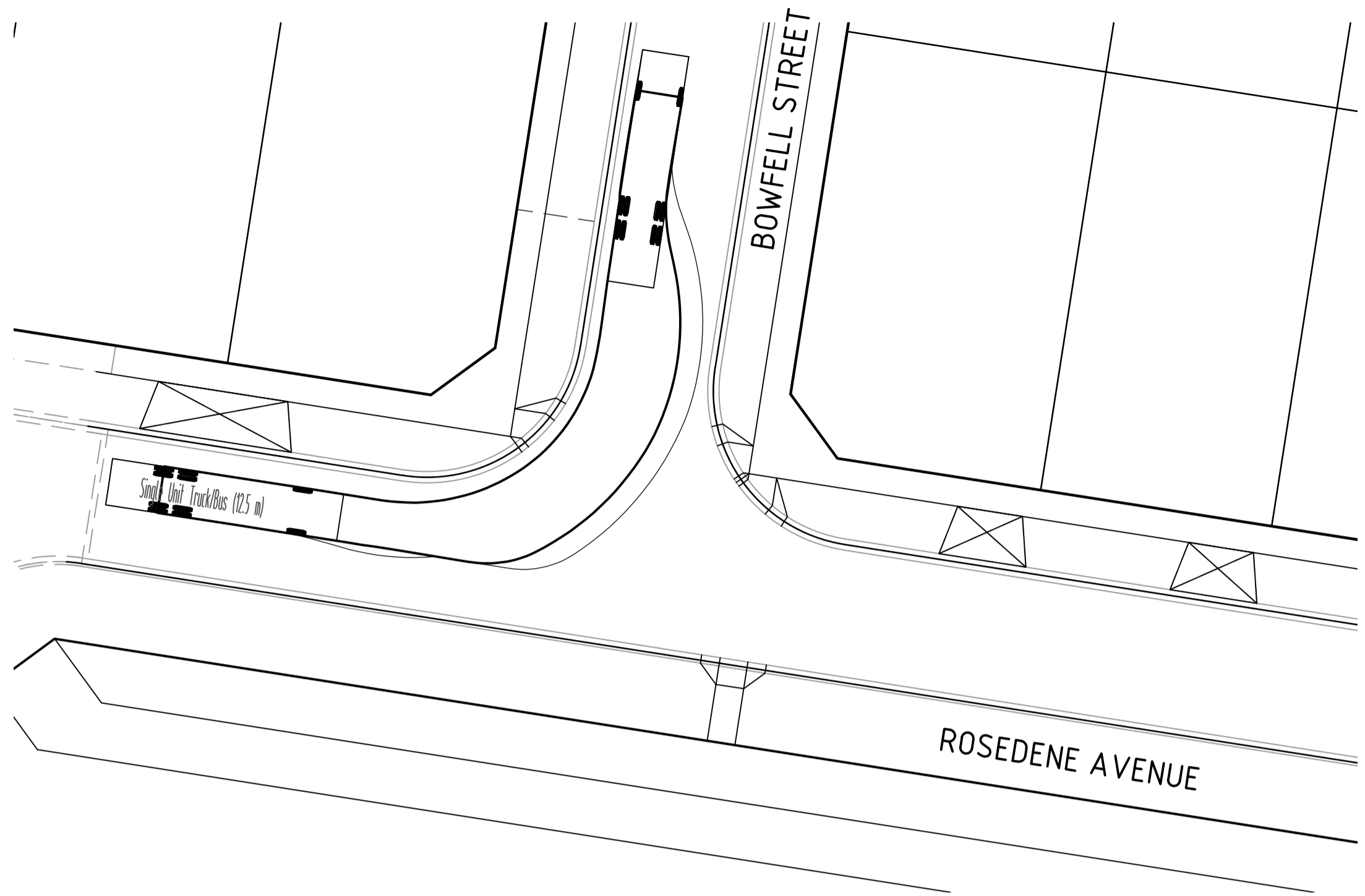
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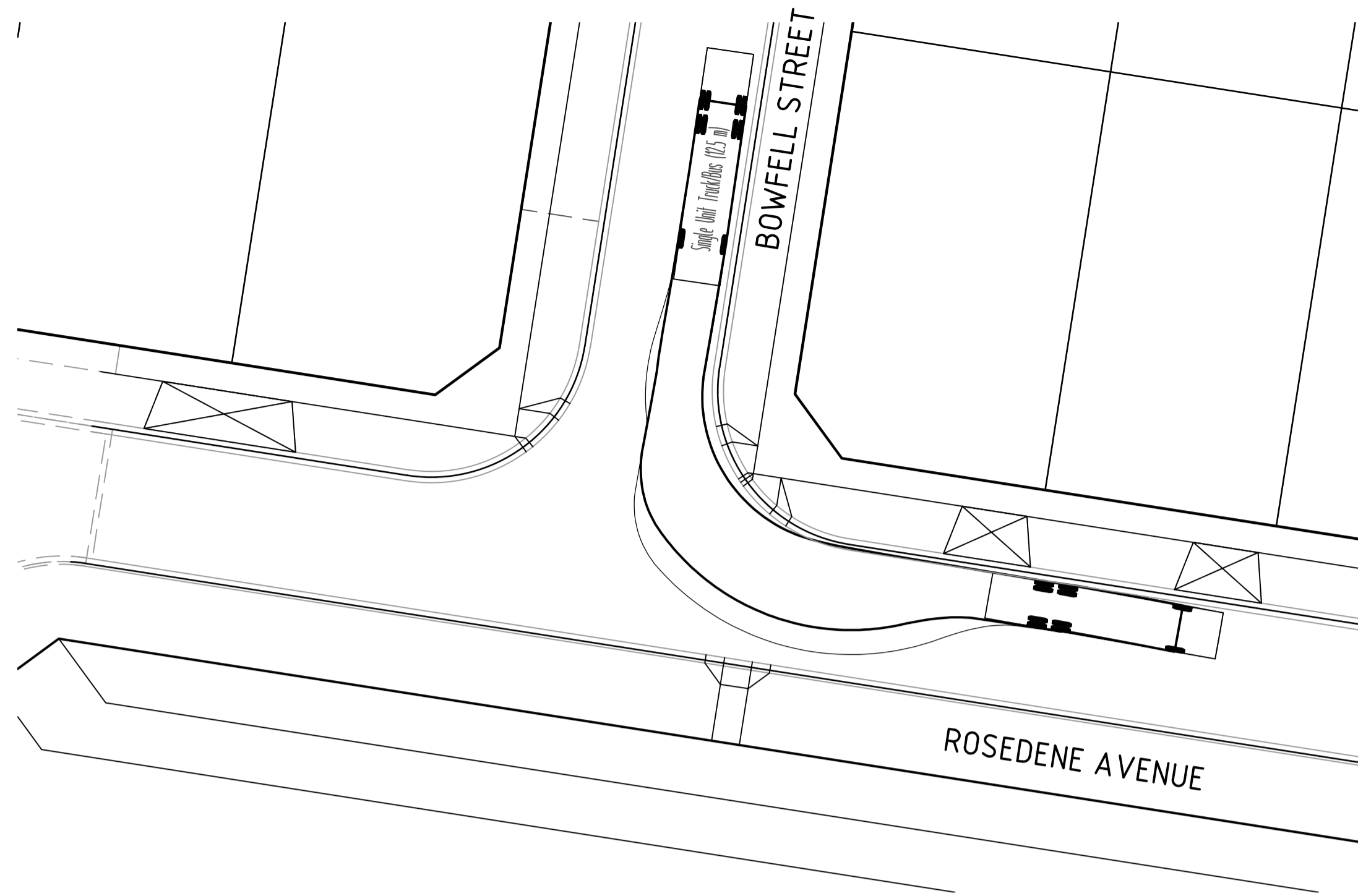
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SCALE AS SHOWN	

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TITLE FUNCTIONAL LAYOUT PLANS TYPICAL CROSS SECTIONS			
PP No. T130581-1			

ORIGINAL SIZE  
A1



INTERSECTION OF (16.00m) ROSEDENE AVENUE AND (16.00m) BOWFELL STREET

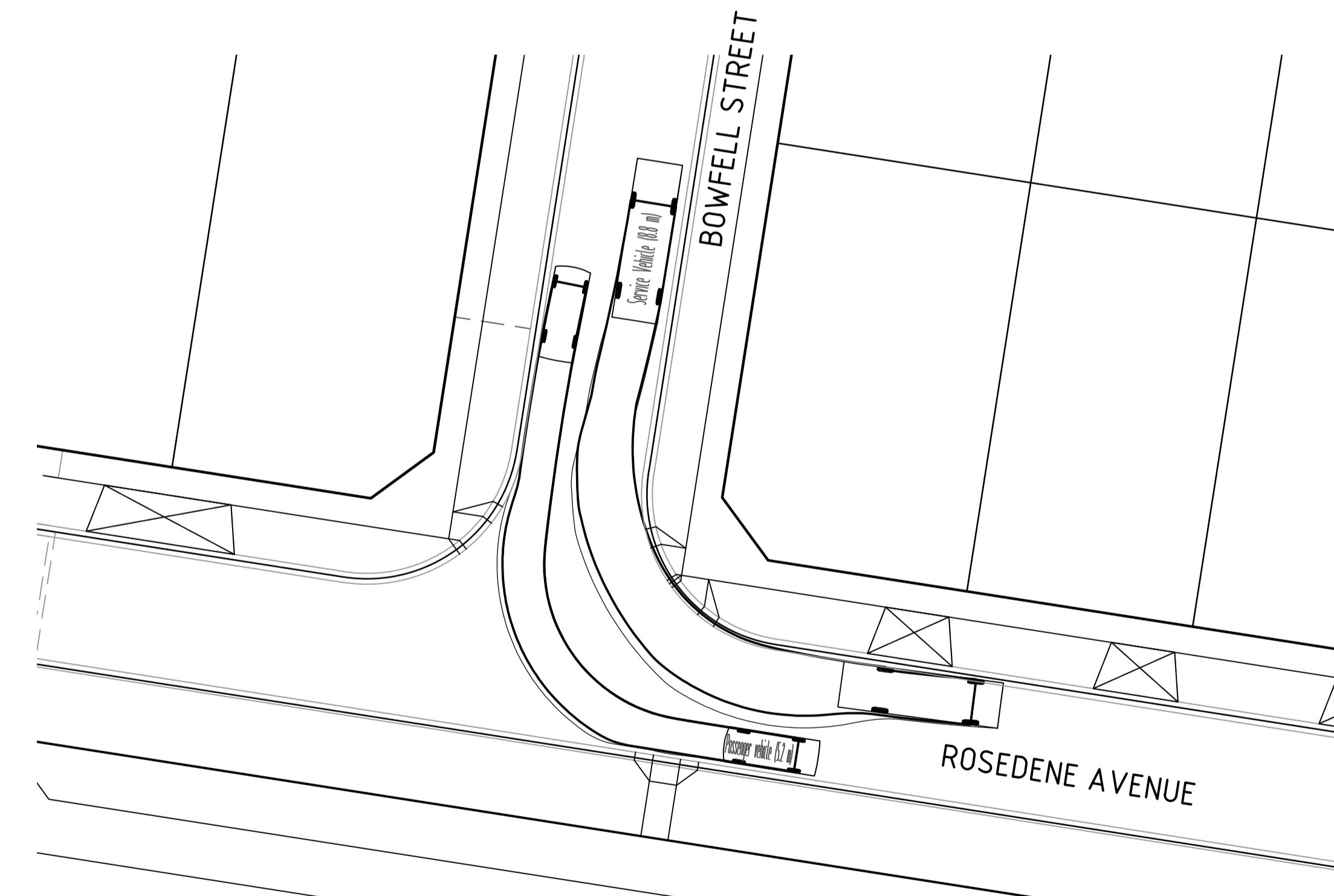


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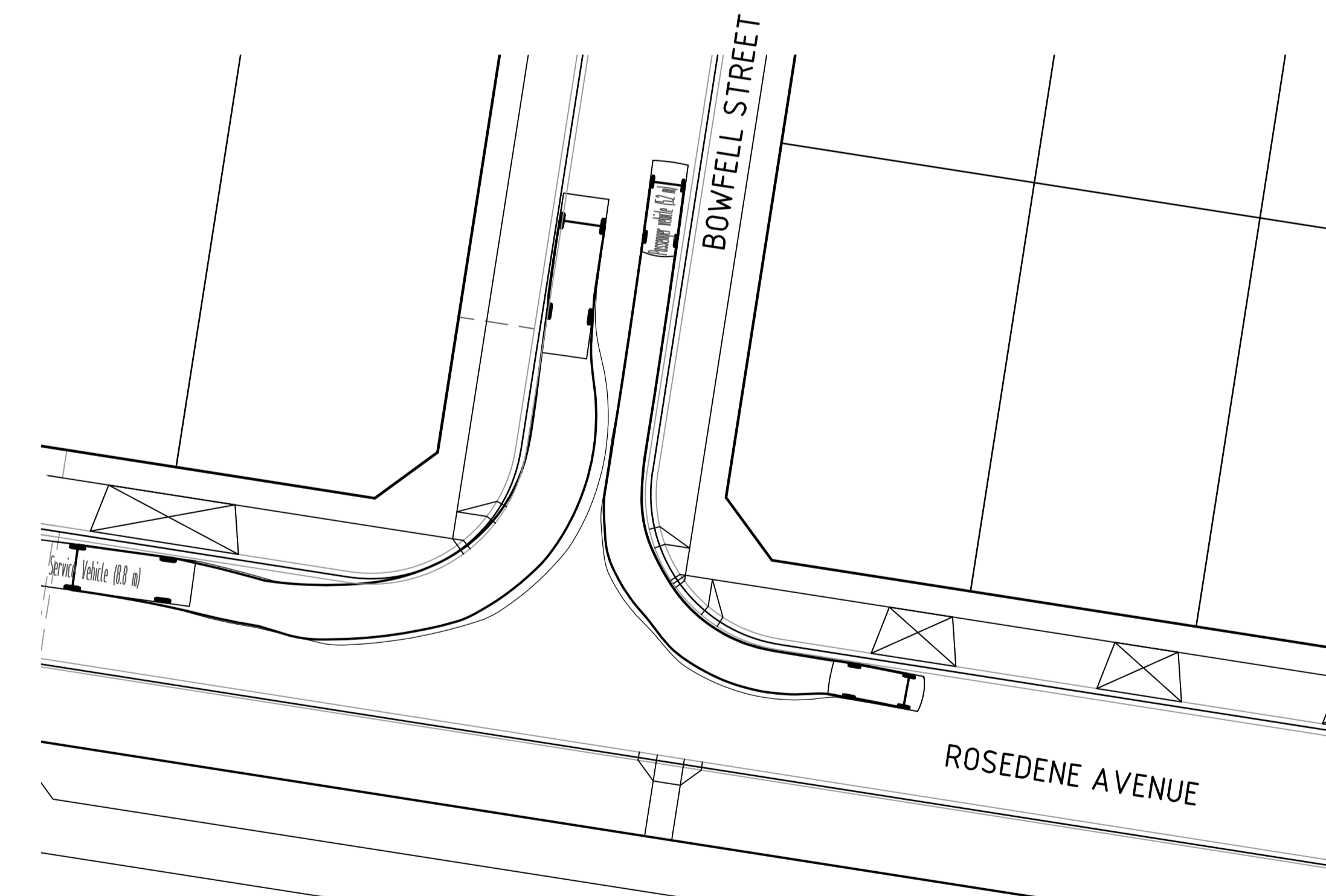
VEHICLE PROFILE

SINGLE UNIT TRUCK/BUS (12.5 m)

OVERALL LENGTH	12.500m
OVERALL WIDTH	2.500m
OVERALL BODY HEIGHT	4.300m
MIN BODY GROUND CLEARANCE	0.490m
TRACK WIDTH	2.500m
LOCK-TO-LOCK TIME	6.00s
CURB TO CURB TURNING RADIUS	12.500m



INTERSECTION OF (16.00m) ROSEDENE AVENUE AND (16.00m) BOWFELL STREET



INTERSECTION OF (16.00m) ROSEDENE AVENUE AND (16.00m) BOWFELL STREET

VEHICLE PROFILE

SERVICE VEHICLE (8.8 M)

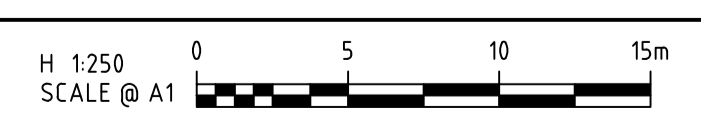
OVERALL LENGTH	8.800m
OVERALL WIDTH	2.500m
OVERALL BODY HEIGHT	4.300m
MIN BODY GROUND CLEARANCE	0.427m
TRACK WIDTH	2.500m
LOCK-TO-LOCK TIME	4.00s
CURB TO CURB TURNING RADIUS	12.500m

PASSENGER VEHICLE (5.2 m)

OVERALL LENGTH	5.200m
OVERALL WIDTH	1.940m
OVERALL BODY HEIGHT	1.804m
MIN BODY GROUND CLEARANCE	0.295m
TRACK WIDTH	1.840m
LOCK-TO-LOCK TIME	4.00s
CURB TO CURB TURNING RADIUS	6.300m

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Property Group

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R. GAUTAM

APPROVED  
RAY TODD

SCALE  
AS SHOWN

PROJECT  
HILLSTOWE ESTATE - STAGE 02

TITLE  
FUNCTIONAL LAYOUT PLANS  
VEHICLE SWEEP PATHS (SHEET 1 OF 2)

MUNICIPALITY  
CARDINIA SHIRE COUNCIL

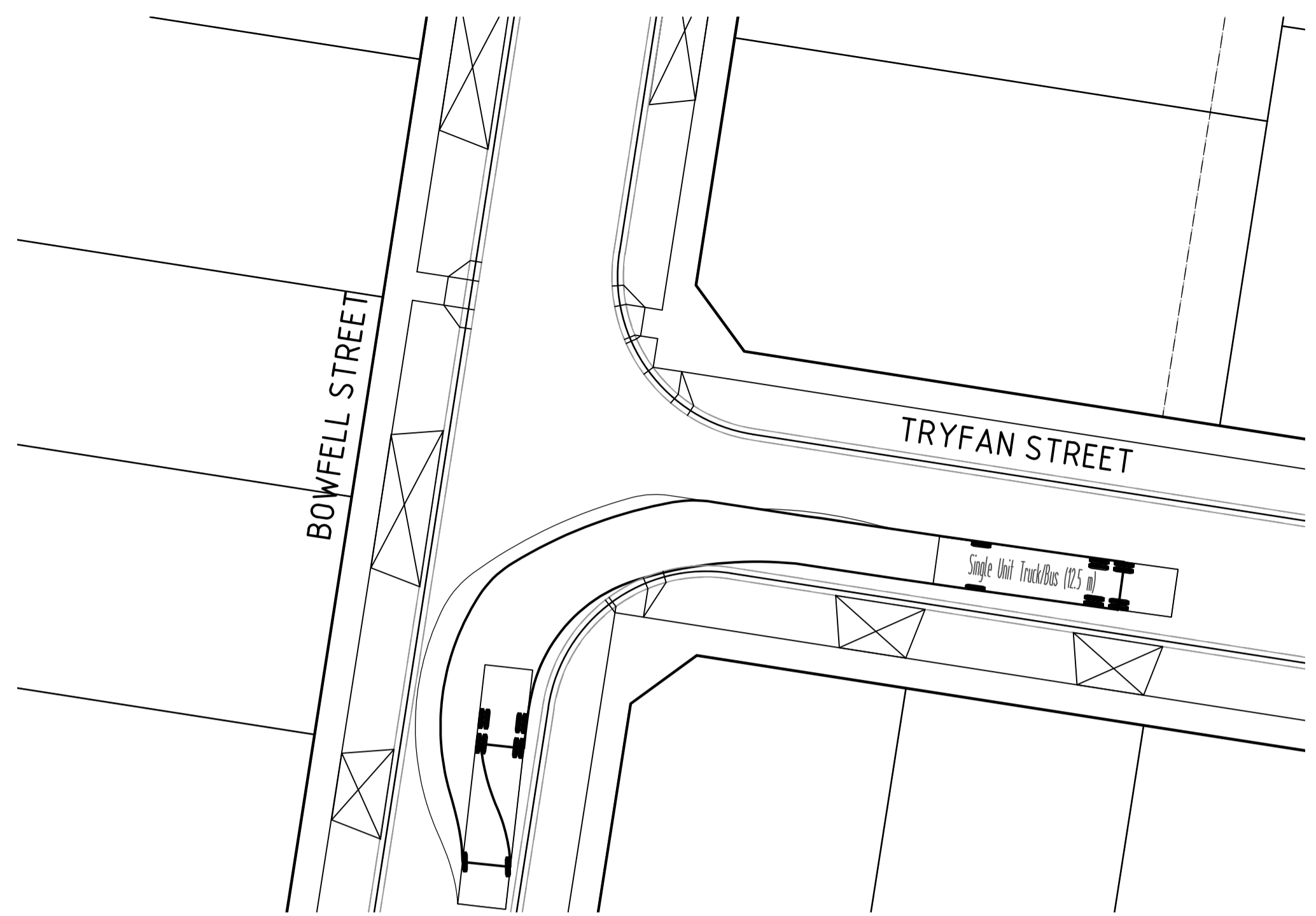
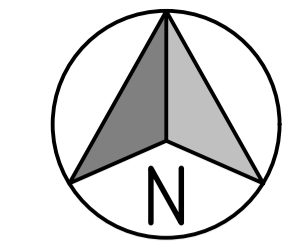
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DRAWING No.  
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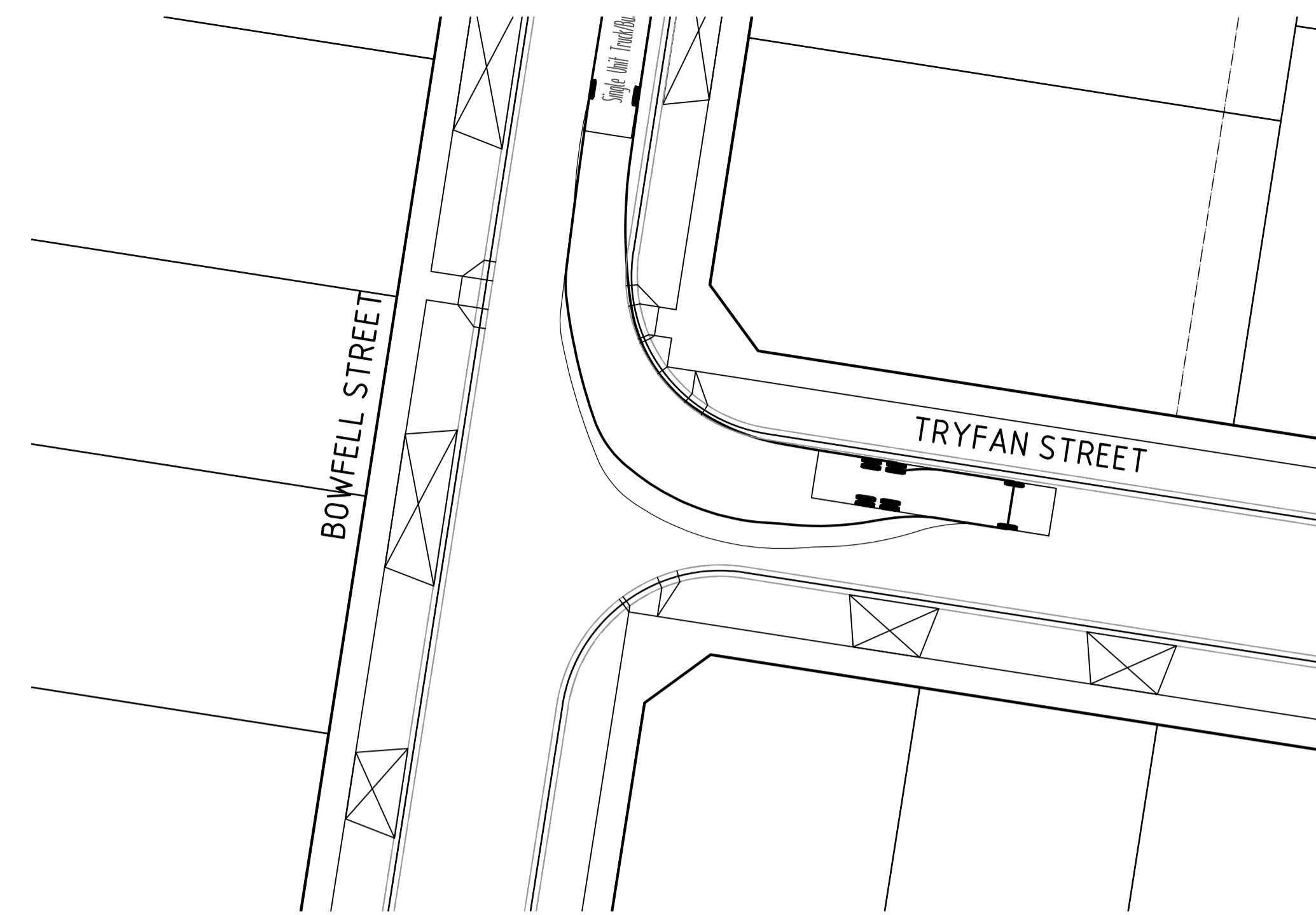
REVISION  
C

ORIGINAL SIZE  
A1

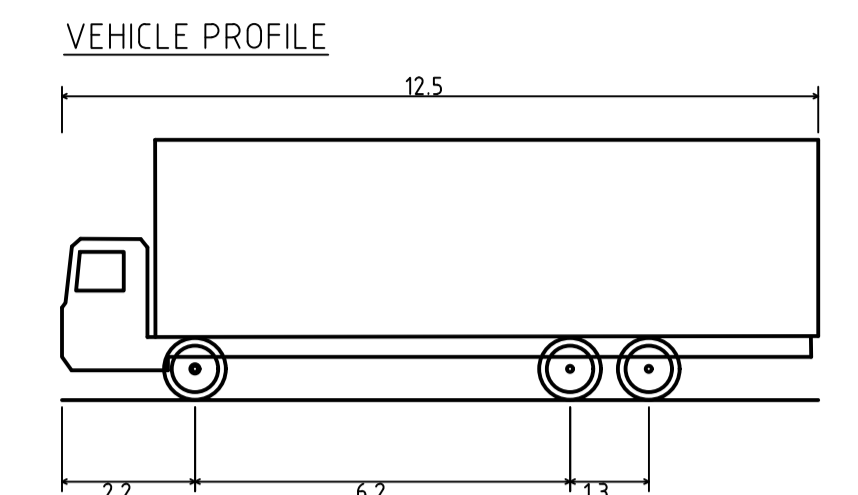




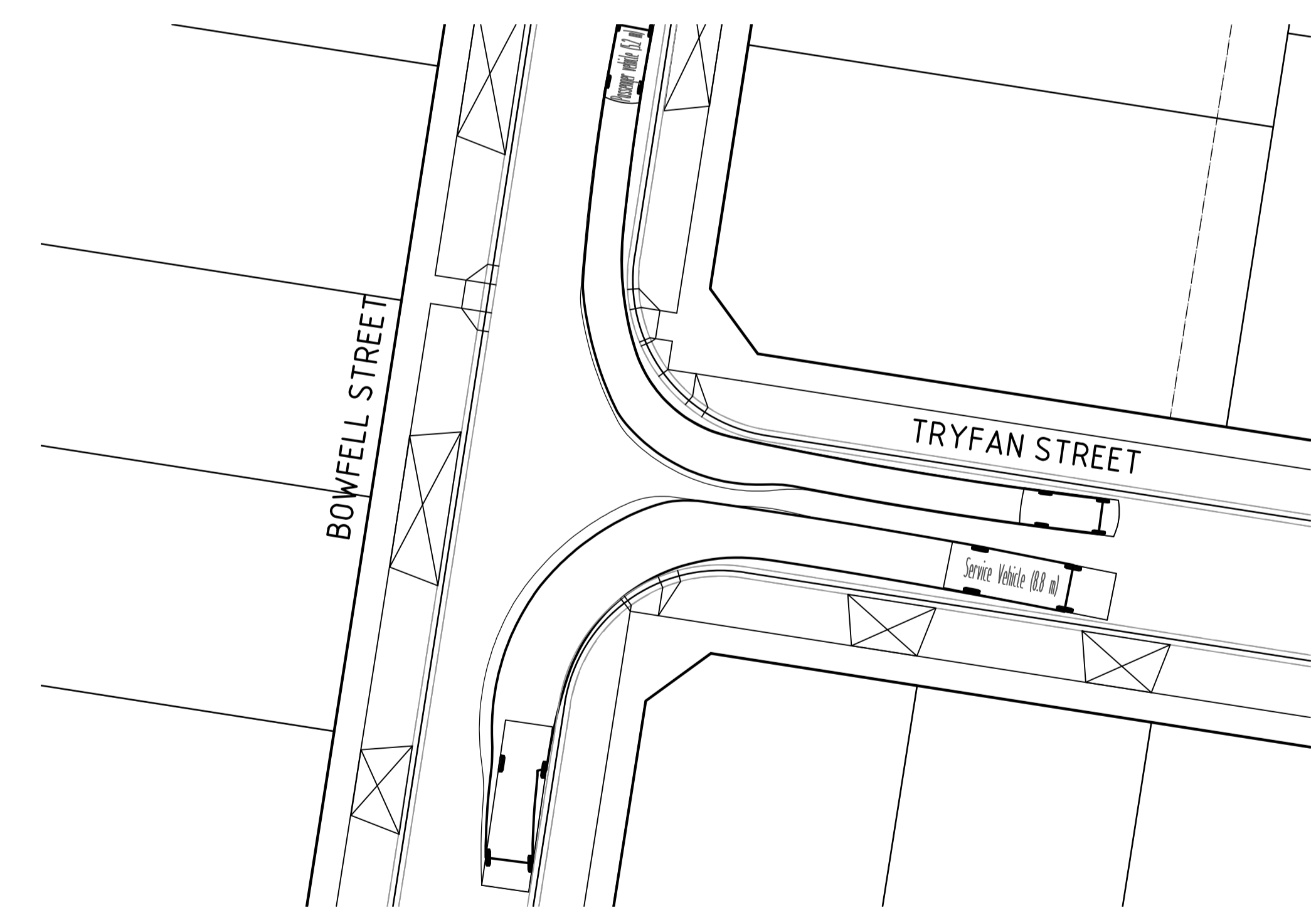
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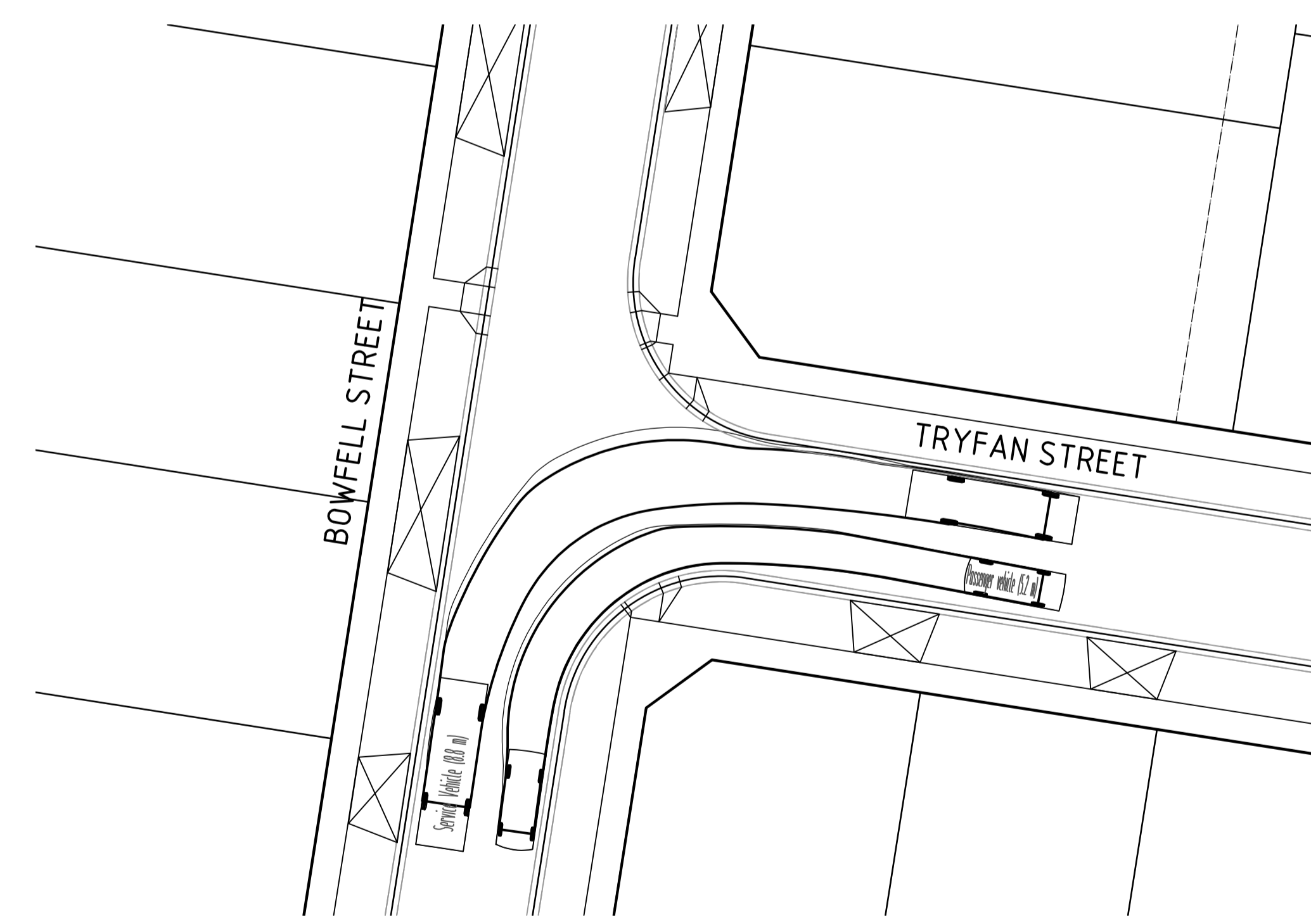
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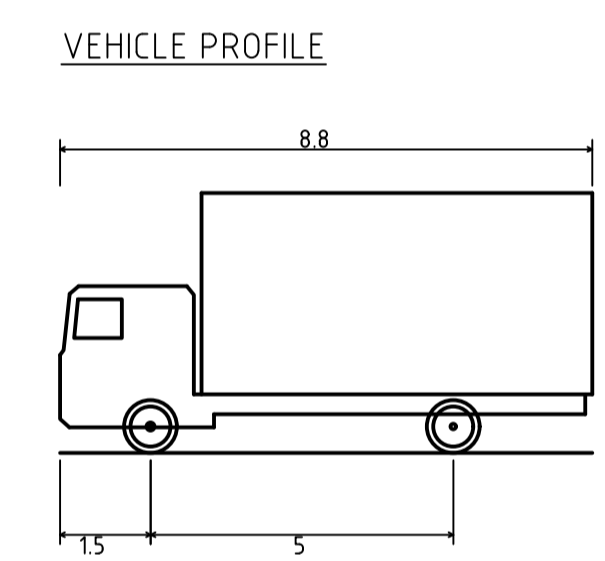
SINGLE UNIT TRUCK/BUS (12.5 m)  
 OVERALL LENGTH 12.500m  
 OVERALL WIDTH 2.500m  
 OVERALL BODY HEIGHT 4.300m  
 MIN BODY GROUND CLEARANCE 0.490m  
 TRACK WIDTH 2.500m  
 LOCK-TO-LOCK TIME 6.00s  
 CURB TO CURB TURNING RADIUS 12.500m



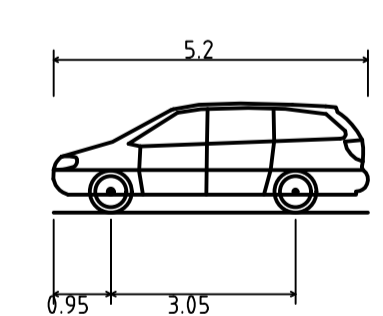
INTERSECTION OF (16.00M) BOWFELL STREET AND (16.00M) TRYFAN STREET



INTERSECTION OF (16.00M) BOWFELL STREET AND (16.00M) TRYFAN STREET

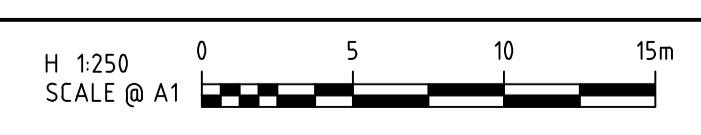


SERVICE VEHICLE (8.8 M)  
 OVERALL LENGTH 8.800m  
 OVERALL WIDTH 2.500m  
 OVERALL BODY HEIGHT 4.300m  
 MIN BODY GROUND CLEARANCE 0.427m  
 TRACK WIDTH 2.500m  
 LOCK-TO-LOCK TIME 4.00s  
 CURB TO CURB TURNING RADIUS 12.500m



PASSENGER VEHICLE (5.2 m)  
 OVERALL LENGTH 5.200m  
 OVERALL WIDTH 1.940m  
 OVERALL BODY HEIGHT 1.804m  
 MIN BODY GROUND CLEARANCE 0.295m  
 TRACK WIDTH 1.840m  
 LOCK-TO-LOCK TIME 4.00s  
 CURB TO CURB TURNING RADIUS 6.300m

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 DESIGNED: M. SHIRLEY  
 SCALE: AS SHOWN  
 APPROVED: RAY TODD

PROJECT: HILLSTOWE ESTATE - STAGE 02  
 TITLE: FUNCTIONAL LAYOUT PLANS VEHICLE SWEEP PATHS (SHEET 2 OF 2)  
 MUNICIPALITY: CARDINIA SHIRE COUNCIL  
 PP No.: T130581-1  
 DRAWING No.: 3116-02-905  
 REVISION: C

ORIGINAL SIZE A1



THE TRUSTEE FOR OFFICER PROPERTY UNIT  
TRUST  
LEVEL 35 259 GEORGE ST  
SYDNEY NSW 2000

Our reference: 7111477963596  
Phone: 13 28 66  
18 July 2019

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410224436151
Vendor name	THE TRUSTEE FOR OFFICER PROPERTY UNIT TRUST
Previous Vendor name	
Vendor address	LEVEL 35 259 GEORGE ST SYDNEY NSW 2000
Clearance Certificate Period	12 July 2019 to 13 July 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.