

## Vendor's Statement & Contract of Sale

**Property: Lot on proposed Plan of Subdivision  
PS 839252T, Stage 5, "Hillstowe Estate", 46-50  
Bayview Road, Officer, Victoria**

**Avid Property Group Nominees Pty Ltd**

Ref LAD:LG:1079813

Level 8, 447 Collins Street, Melbourne VIC 3000  
Australia  
PO Box 3, Collins Street West VIC 8007 Australia  
DX 564 Melbourne

Telephone +61 3 8644 3500  
Facsimile 1300 365 323 (Australia) +61 2  
8507 6582 (International)  
hwlebsworth.com.au

## ELECTRONIC CONTRACT CONSENT AND ACKNOWLEDGEMENT

By signing this document, you:

1. consent to **Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Officer Property Unit Trust (Vendor)** and its lawyers, HWL Ebsworth, and any agent of the Vendor delivering documents to you in connection with the Vendor's development known as "Hillstowe Estate" estate at Officer, Victoria 3809 (**Development**) by an electronic communication (within the meaning given in the *Electronic Transactions (Victoria) Act 2000 (Vic)* and any other relevant legislation) or by email attaching a DocuSign link (or a similar link) which you may use to find, read and download the documents (**Electronic Delivery**);
2. direct the Vendor to deliver documents to you by Electronic Delivery to any email address you supply, including the email address of your solicitors or other agents;
3. confirm you are able to save documents delivered by Electronic Delivery so that the documents are readily accessible so as to be useable for subsequent reference;
4. consent to the Vendor signing documents in connection with the Development electronically using DocuSign under which the Vendor will apply a unique electronic signature to the documents and the application of the electronic signature to the document by the Vendor will indicate the Vendor's approval of the contents of the document;
5. acknowledge that the Vendor has consented to you signing documents in connection with the Development electronically using DocuSign under which you will apply a unique electronic signature to the documents and your application of the electronic signature to the document will indicate your approval of the contents of the document;
6. acknowledge that you have been given the opportunity to obtain copies of the Vendor's standard form Sale Contract and Vendor's Statement (**sale documents**) for the Development prior to providing this consent and to obtain independent legal advice concerning the nature and effect of the sale documents and that you have availed yourself of that opportunity to the extent to which you chose to do so; and
7. confirm that, if you are providing this consent and acknowledgement as an authorised officer of a company:
  - (a) you have the full authority of the company to provide the consent on its behalf; and
  - (b) you may be required to sign documents to guarantee the company's obligations to the Vendor in which case the consent and acknowledgement you provide about the signing of documents includes the guarantee documents you will sign in your personal capacity.

I Accept

I Accept

I Accept

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser (if any)

\_\_\_\_\_  
Purchaser (if any)

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

PROPERTY Lot on proposed Plan of Subdivision PS 839252T, Stage 5, Hillstowe Estate, 46-50 Bayview Road, Officer, Victoria 3809

## 1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges; and
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

See attached certificates.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

## 2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

## 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) To the best of the Vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the Property other than:
  - (i) those set out in the attached copies of the title documents;

- (ii) the easements created by section 98 of the *Transfer of Land Act 1958 (Vic)*, section 12(2) of the *Subdivision Act 1988 (Vic)* and any other easements noted on the Plan of Subdivision;
  - (iii) the requirements of the Planning Documents (as that term is defined in the contract of sale); and
  - (iv) any easements, covenants or other similar restrictions referred to in or contemplated by the contract of sale.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

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

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

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

## **4. NOTICES**

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

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

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

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

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

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

## **5. BUILDING PERMITS**

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

## **6. OWNERS CORPORATION**

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

## **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land is not currently affected by the GAIC.



## **8. NON-CONNECTED SERVICES**

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

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

## **9. TITLE**

Attached is:

- (a) a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land from which the Property will be derived and its location, being Certificate of Title Volume 12267 Folio 927 and Volume 12299 Folio 650 and Volume 12299 Folio 651;
- (b) Registered Plan of Subdivision PS 836057H;
- (c) Registered Plan of Subdivision PS 836044S;
- (d) Proposed Plan of Subdivision PS 839251V (Stage 4);
- (e) Proposed Plan of Subdivision PS 839252T (Stage 5);
- (f) Draft MCP;
- (g) Section 173 Agreement AT159529D;
- (h) Planning Permit T130581-2;
- (i) Planning Certificate;
- (j) Land Information Certificate;
- (k) Water Information Statement;
- (l) Land Tax Clearance Certificate;
- (m) Planning Report, including Designated Bushfire Prone Area information;
- (n) Building Certificate;
- (o) VicRoads Certificate;
- (p) EPA Priority Sites Register extract;
- (q) Design Guidelines; and
- (r) Surface Level plans/Engineering Drawings; and
- (s) Due Diligence checklist.

## **10. SUBDIVISION**

### **10.1 Unregistered Subdivision**

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

### **10.2 Staged Subdivision**

Not applicable.

### **10.3 Further Plan of Subdivision**

Not applicable.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**12. DUE DILIGENCE CHECKLIST**

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is provided with, or attached to, this vendor's statement.

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

Date of this Statement: 14 September 2021

Signature of the vendor: 

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

Date of this Acknowledgment:

Purchaser's signature:

Date of this Acknowledgment:

Purchaser's signature:

Date of this Acknowledgment:

Purchaser's signature:

Register Search Statement - Volume 12267 Folio 927

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

VOLUME 12267 FOLIO 927

Security no : 124089717640E  
Produced 05/05/2021 05:13 PM

LAND DESCRIPTION

Lot C on Plan of Subdivision 836044S.  
PARENT TITLE Volume 12237 Folio 946  
Created by instrument PS836044S 03/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 2 LEVEL 35 259 GEORGE STREET  
SYDNEY NSW 2000  
PS836044S 03/12/2020

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AT159529D 16/04/2020

DIAGRAM LOCATION

SEE PS836044S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19085G ASHURST AUSTRALIA  
Effective from 03/12/2020

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 05/05/2021, for Order Number 67917407. Your reference: Lot C - 1005561.**

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12299 FOLIO 650

Security no : 124092339011N  
Produced 08/09/2021 12:12 PM

LAND DESCRIPTION

Lot D on Plan of Subdivision 836057H.  
PARENT TITLE Volume 12267 Folio 926  
Created by instrument PS836057H 28/04/2021

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 2 LEVEL 35 259 GEORGE STREET  
SYDNEY NSW 2000  
PS836057H 28/04/2021

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AT159529D 16/04/2020

DIAGRAM LOCATION

SEE PS836057H 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: TIMBERTOP BOULEVARD OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 19085G ASHURST AUSTRALIA  
Effective from 28/04/2021

DOCUMENT END

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

VOLUME 12299 FOLIO 650

Security no : 124092316683H  
Produced 07/09/2021 02:02 PM

**LAND DESCRIPTION**

Lot D on Plan of Subdivision 836057H.  
PARENT TITLE Volume 12267 Folio 926  
Created by instrument PS836057H 28/04/2021

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 2 LEVEL 35 259 GEORGE STREET  
SYDNEY NSW 2000  
PS836057H 28/04/2021

**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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AT159529D 16/04/2020

**DIAGRAM LOCATION**

SEE PS836057H 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: TIMBERTOP BOULEVARD OFFICER VIC 3809

**ADMINISTRATIVE NOTICES**

NIL

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Effective from 28/04/2021

DOCUMENT END

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12299 FOLIO 651

Security no : 124092340494C  
Produced 08/09/2021 12:44 PM

LAND DESCRIPTION

Lot F on Plan of Subdivision 836057H.  
PARENT TITLE Volume 12267 Folio 926  
Created by instrument PS836057H 28/04/2021

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 2 LEVEL 35 259 GEORGE STREET  
SYDNEY NSW 2000  
PS836057H 28/04/2021

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AT159529D 16/04/2020

DIAGRAM LOCATION

SEE PS836057H 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: TIMBERTOP BOULEVARD OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 19085G ASHURST AUSTRALIA  
Effective from 28/04/2021

DOCUMENT END

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**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 AA6665.  
 Expiry date: 31/12/2034

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 313
302	301, 303
303	302, 304
304	303, 305
305	304, 306
306	305, 307, 308, 309, 310
307	306, 308
308	306, 307, 309
309	306, 308, 310
310	306, 309, 311
311	310, 312
312	311
313	301

**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.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
307	306, 308
308	306, 307, 309
309	306, 308, 310
310	306, 309, 311
311	310, 312
312	311

**CREATION OF RESTRICTION C**

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 3  
**BENEFITED LAND:** See Table 3

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any Burdened Lot on this plan:

1. Must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelope shown hatched in the diagrams shown on MCP AA6667 (excluding allowable projecting building elements that project outside the building envelope as contained in Part 5 Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018); and
2. Must not construct any house or garage on a side boundary of a Lot unless the house or garage is setback a minimum of 1 metre from the other side boundary of that lot.

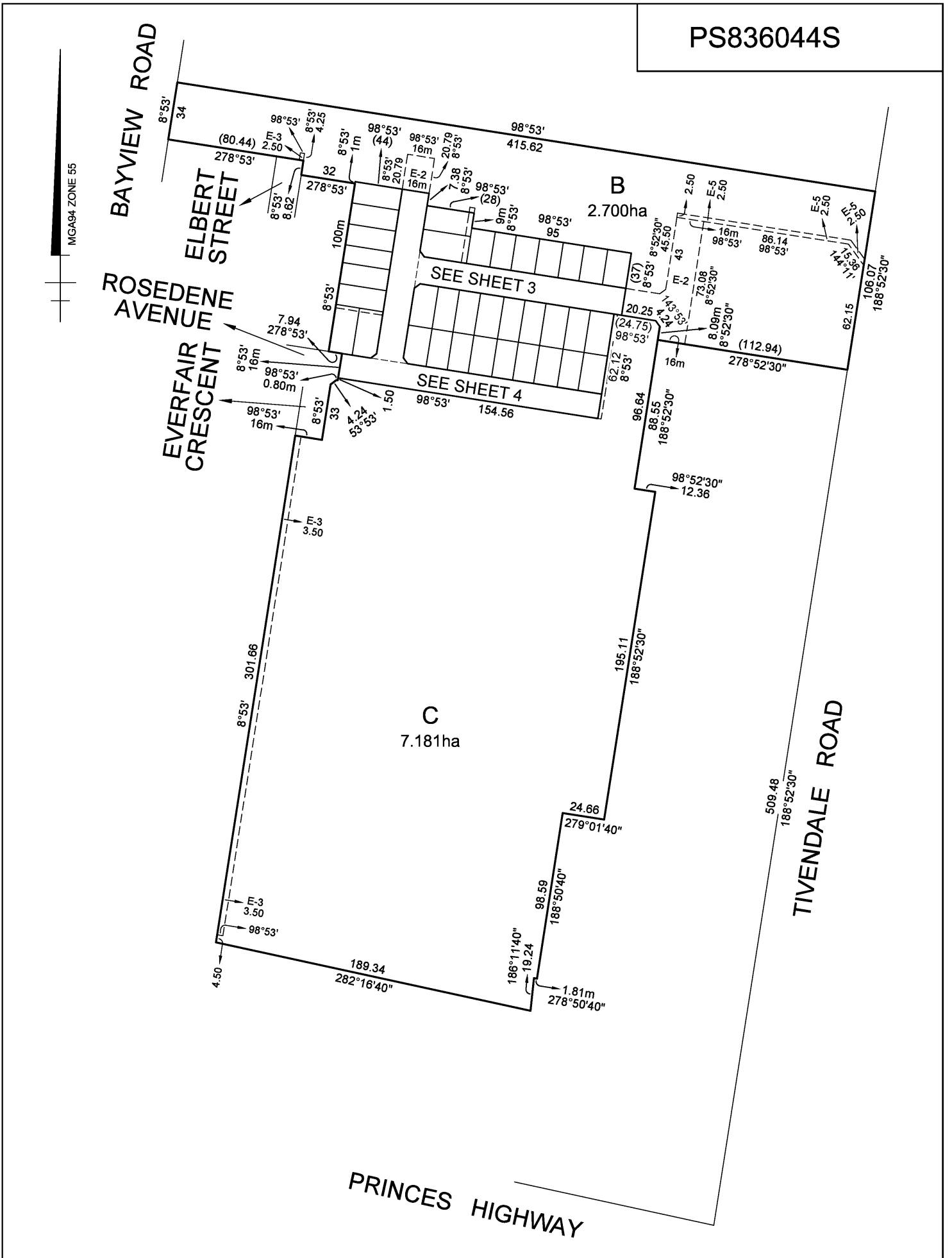
Expiry date: 31/12/2034

**TABLE 3**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 313
302	301, 303
303	302, 304
304	303, 305
305	304, 306
306	305, 307, 308, 309, 310
313	301

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS836044S</b>		
<b>LOCATION OF LAND</b>  PARISH: <b>PAKENHAM</b> TOWNSHIP: SECTION: CROWN ALLOTMENT: <b>39A (PART) &amp; 39B (PART)</b> CROWN PORTION: TITLE REFERENCE: <b>Vol. 12237 Fol. 946</b>  LAST PLAN REFERENCE: <b>Lot A on PS826731D</b>  POSTAL ADDRESS: <b>46 - 50 Bayview Road</b> (at time of subdivision) <b>OFFICER 3809</b>  MGA 94 CO-ORDINATES: <b>E: 360 370            ZONE: 55</b> (of approx centre of land <b>N: 5786 850</b> in plan)		Council Name: <b>Cardinia Shire Council</b>  Council Reference Number: <b>S19-156</b> Planning Permit Reference: <b>T130581-2</b> SPEAR Reference Number: <b>S150443M</b>  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: <b>07/04/2020</b>  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: <b>Sonia Higgins</b> for Cardinia Shire Council on <b>14/09/2020</b>			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>			
IDENTIFIER	COUNCIL/BODY/PERSON				
Road R1	Cardinia Shire Council				
<b>NOTATIONS</b>		Lots 201 to 235 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 5 & 6 of this plan for details. <b>OTHER PURPOSE OF PLAN</b> Removal of the drainage easement marked E-2 on PS826731D in so far as where it lies 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.			
DEPTH LIMITATION: <b>Does Not Apply</b>		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: <b>1.713ha</b> No. of Lots: <b>35 Lots and Balance Lots B &amp; C</b>					
<b>EASEMENT INFORMATION</b>					
LEGEND: <b>A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)</b>					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	Drainage	2	PS826731D	Cardinia Shire Council	
E-2	Drainage	See Diagram	This Plan	Cardinia Shire Council	
	Sewerage			South East Water Corporation	
E-3	Sewerage	See Diag.	PS826731D	South East Water Corporation	
<b>EASEMENT E-4 HAS BEEN OMITTED FROM THIS PLAN</b>					
E-5	Sewerage	See Diag.	This Plan	South East Water Corporation	
		SURVEYORS FILE REF:    Ref. <b>01177-S2</b> Ver. <b>6</b>		ORIGINAL SHEET SIZE: <b>A3</b>	SHEET <b>1 OF 6</b>
Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: <a href="http://taylorstds.com.au">taylorstds.com.au</a>		Digitally signed by: <b>Raymond Li</b> , Licensed Surveyor, Surveyor's Plan Version (6), 17/07/2020, SPEAR Ref: <b>S150443M</b>		PLAN REGISTERED TIME: <b>3:57pm</b> DATE: <b>03/12/2020</b>  Assistant Registrar of Titles <b>Denise Satti</b>	

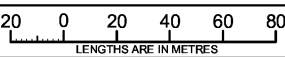
PS836044S



# TAYLORS

Urban Development | Built Environments | Infrastructure  
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorsds.com.au](http://taylorsds.com.au)

SCALE  
1:2000



Digitally signed by: Raymond Li, Licensed Surveyor,  
Surveyor's Plan Version (6),  
17/07/2020, SPEAR Ref: S150443M

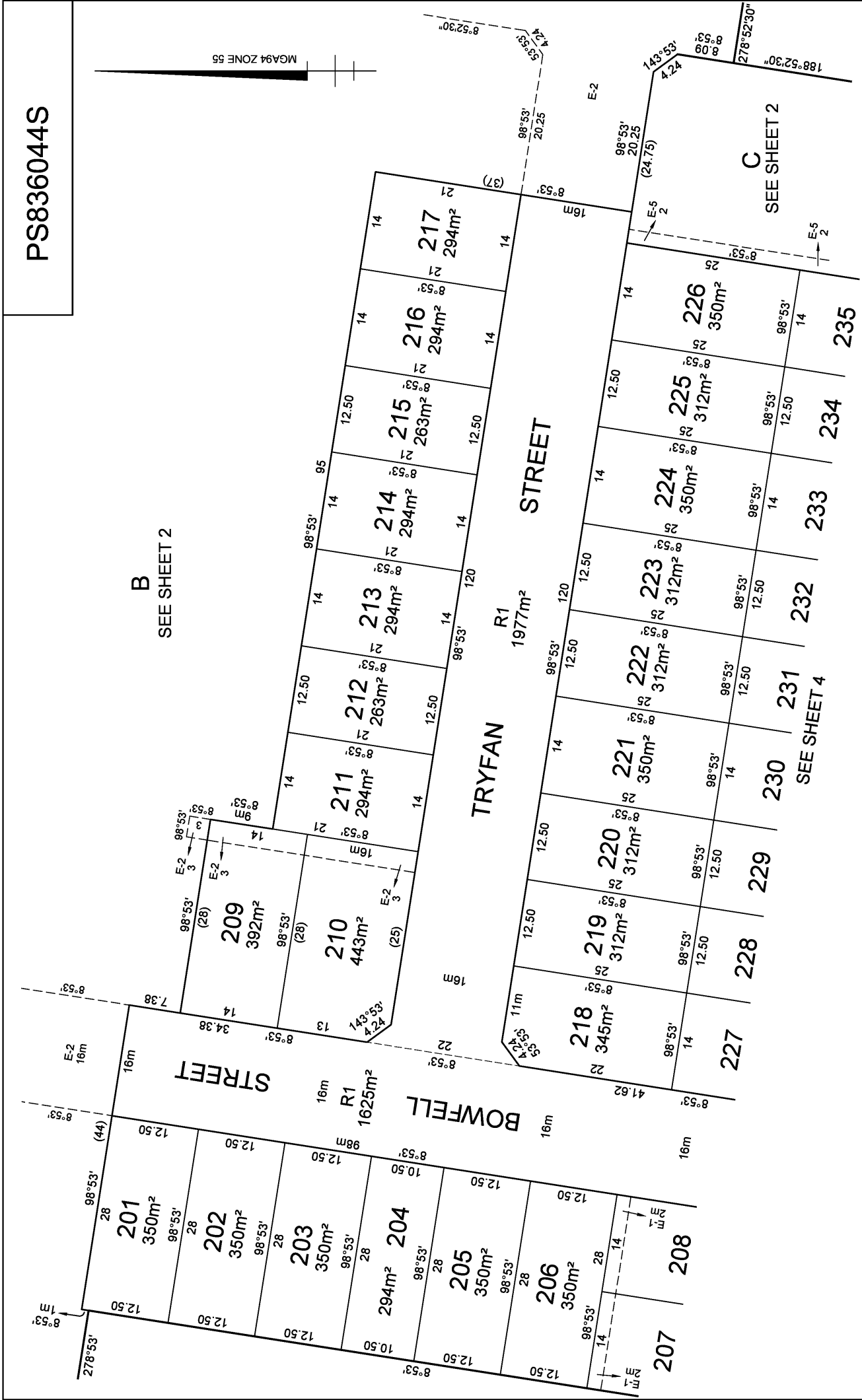
ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S2  
Ver. 6

SHEET 2

Digitally signed by:  
Cardinia Shire Council,  
14/09/2020,  
SPEAR Ref: S150443M

PS836044S



B  
SEE SHEET 2

C  
SEE SHEET 2

SEE SHEET 4

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

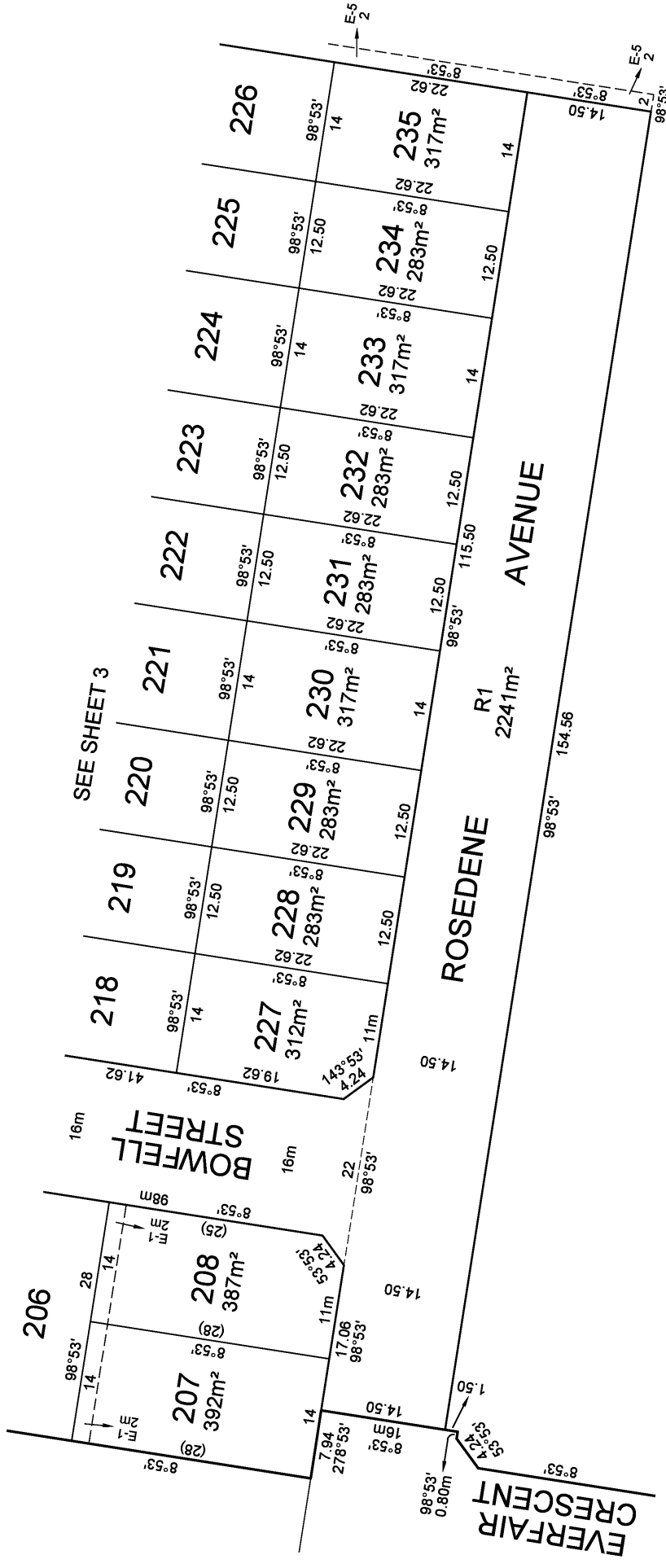
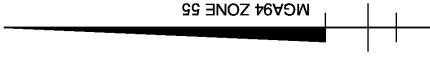
Digitally signed by: Raymond Li, Licensed Surveyor,  
 Surveyor's Plan Version (6),  
 17/07/2020, SPEAR Ref: S150443M

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Scale: 1:500  
 Lengths are in metres

Original Sheet Size: A3  
 Ref: 01177-S2 Ver: 6  
 Sheet 3

PS836044S



C  
SEE SHEET 2

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8/270 Fernree 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

Digitally signed by: Raymond Li, Licensed Surveyor,  
Surveyor's Plan Version (6),  
17/07/2020, SPEAR Ref: S150443M

ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S2  
Ver. 6

SHEET 4

Digitally signed by:  
Cardinia Shire Council,  
14/09/2020,  
SPEAR Ref: S150443M

**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 AA5969  
 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

**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



**CREATION OF RESTRICTION C**

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 3

BENEFITED LAND: See Table 3

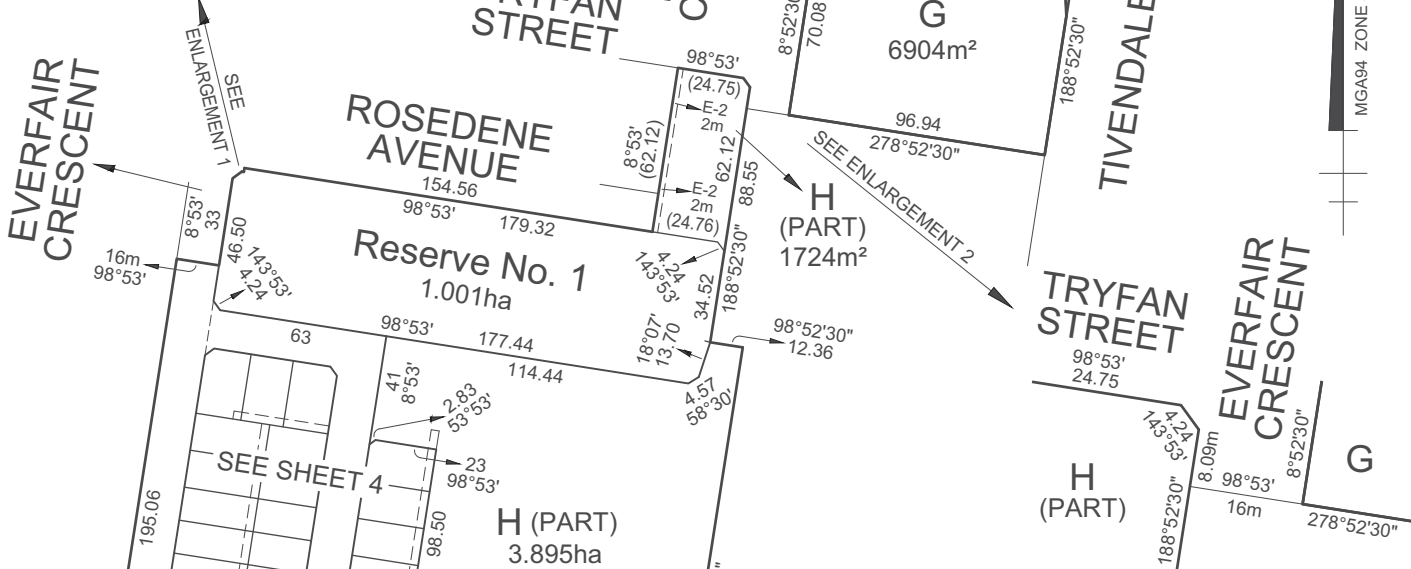
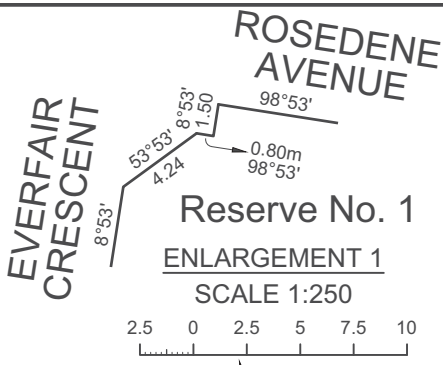
**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot must not construct any house or garage on a side boundary of a lot unless the house or garage is set back a minimum of 1 metre from the other side boundary of the lot.

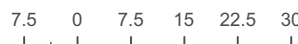
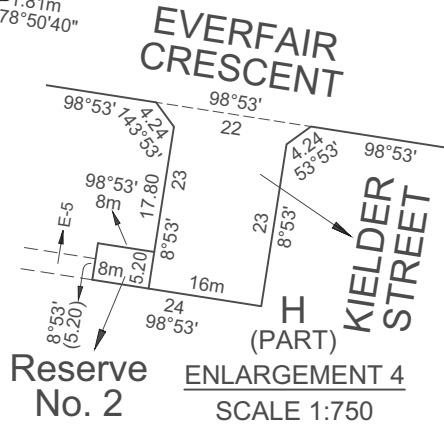
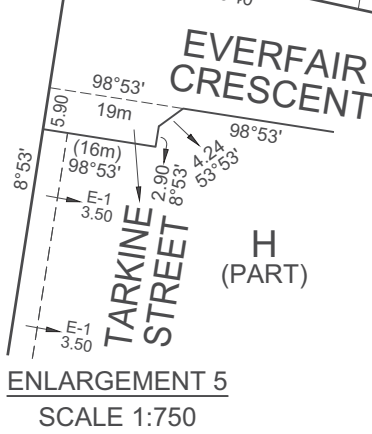
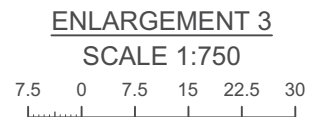
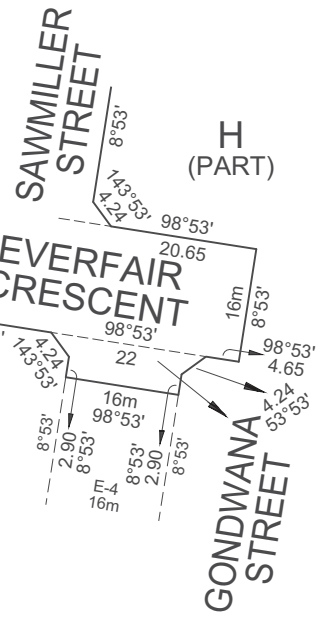
**TABLE 3**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
209	210
210	209

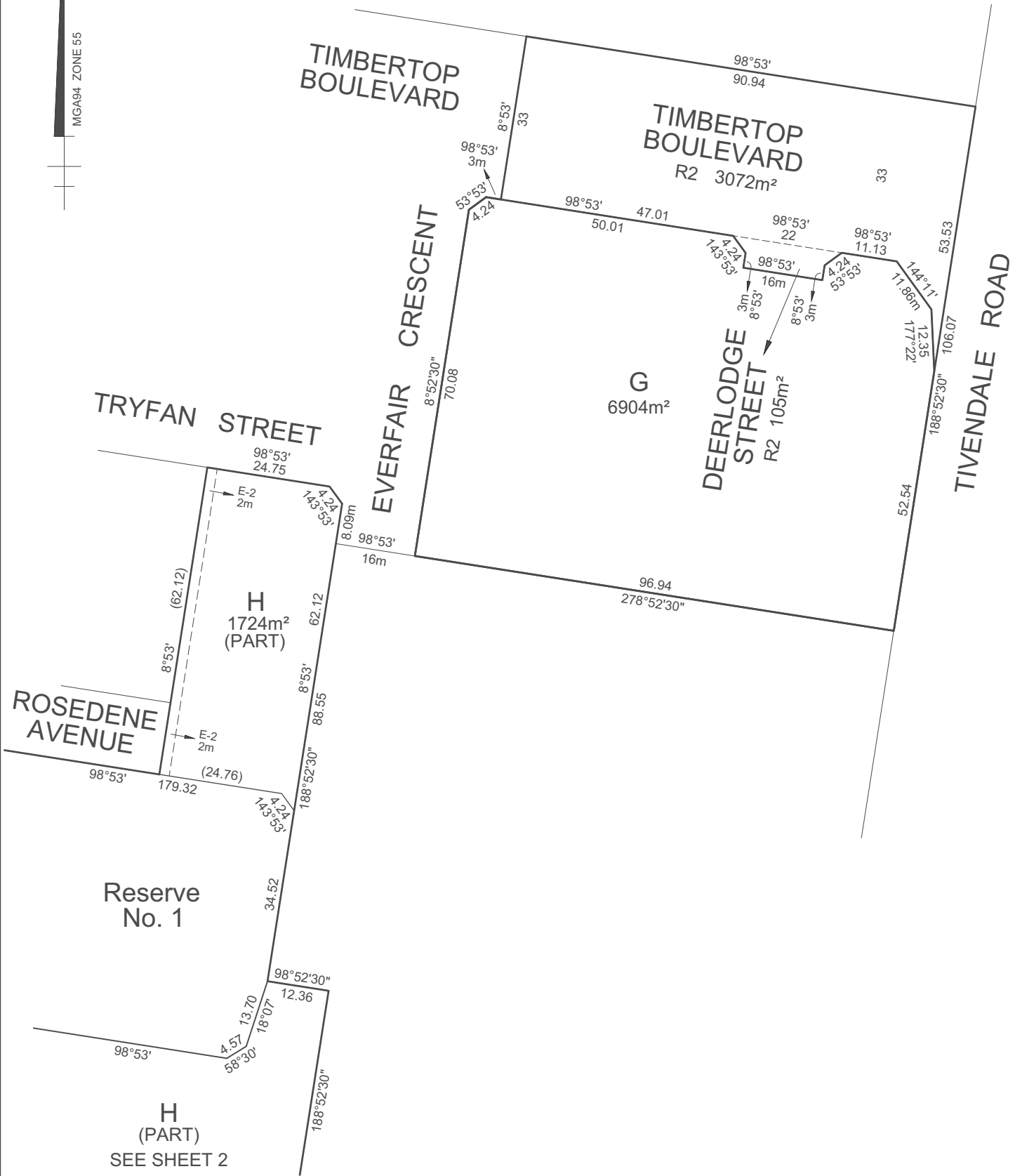
<b>PLAN OF SUBDIVISION</b>			EDITION 1	<b>PS839251V</b>
<b>LOCATION OF LAND</b>  PARISH: <b>PAKENHAM</b> TOWNSHIP: SECTION: CROWN ALLOTMENT: 39A (PART) & 39B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol. Vol. Fol.  LAST PLAN REFERENCE: Lot C on PS836044S Lot F on PS836057H  POSTAL ADDRESS: 46 - 50 Bayview Road (at time of subdivision) OFFICER 3809  MGA 94 CO-ORDINATES: E: 360 290 ZONE: 55 (of approx centre of land in plan) N: 5786 690			COUNCIL NAME: CARDINIA SHIRE COUNCIL	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 401 to 437 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 6 & 7 of this plan for details.  <b>OTHER PURPOSE OF PLAN</b> 1. Removal of the sewerage easement marked E-3 on PS836057H, upon registration of this plan. 2. Removal of the sewerage easement marked E-3 on PS836044S in so far as where it lies within new roads R1 & R2 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 Road R2 Reserve No. 1 Reserve No. 2	Cardinia Shire Council Cardinia Shire Council Cardinia Shire Council Ausnet Electricity Services Pty Ltd			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No.  This survey has been connected to Pakenham PM82 and Pakenham PM20 In Proclaimed Survey Area No. (Not Applicable)				
<b>HILLSTOWE ESTATE - Release No. 4</b> Area of Release: 3.431ha No. of Lots: 37 Lots and Balance Lots G & H				
<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	Sewerage	3.50	PS826731D	South East Water Corporation
E-2	Sewerage	2	PS836044S	South East Water Corporation
E-3	Sewerage	See Diag.	This Plan	South East Water Corporation
E-4	Drainage	See Diag.	This Plan	Cardinia Shire Council
E-5	Sewerage	See Diag.	This Plan	South East Water Corporation
	Drainage			Cardinia Shire Council
			SURVEYORS FILE REF: Ref. 01177-S4 Ver. 6	ORIGINAL SHEET SIZE: A3
Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au			Licensed Surveyor:  RAYMOND LI / Version No 6	
			SHEET 1 OF 7	



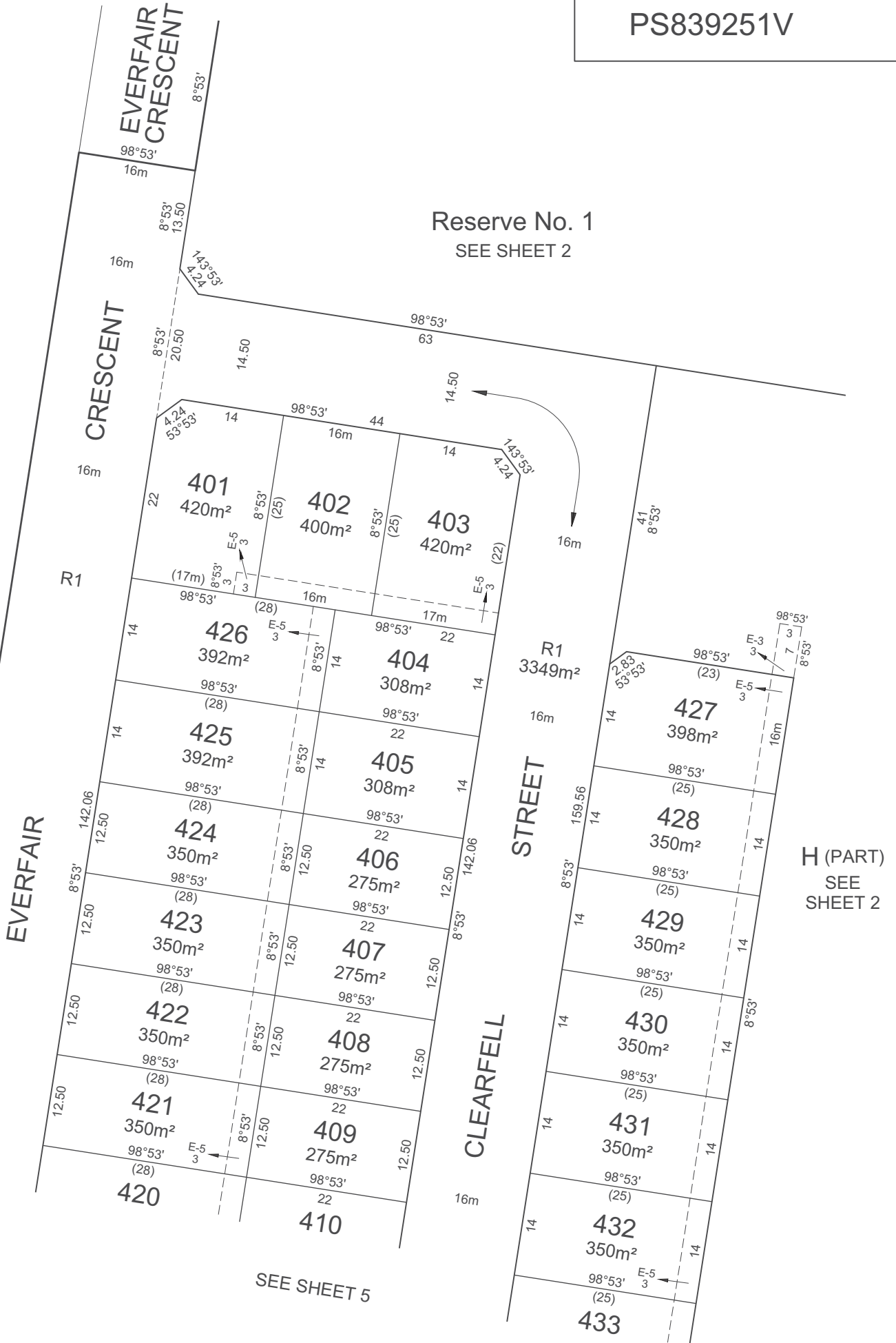
**ENLARGEMENT 2**  
SCALE 1:750



MGA94 ZONE 55



Reserve No. 1  
SEE SHEET 2



EVERFAIR

CRESCENT

STREET

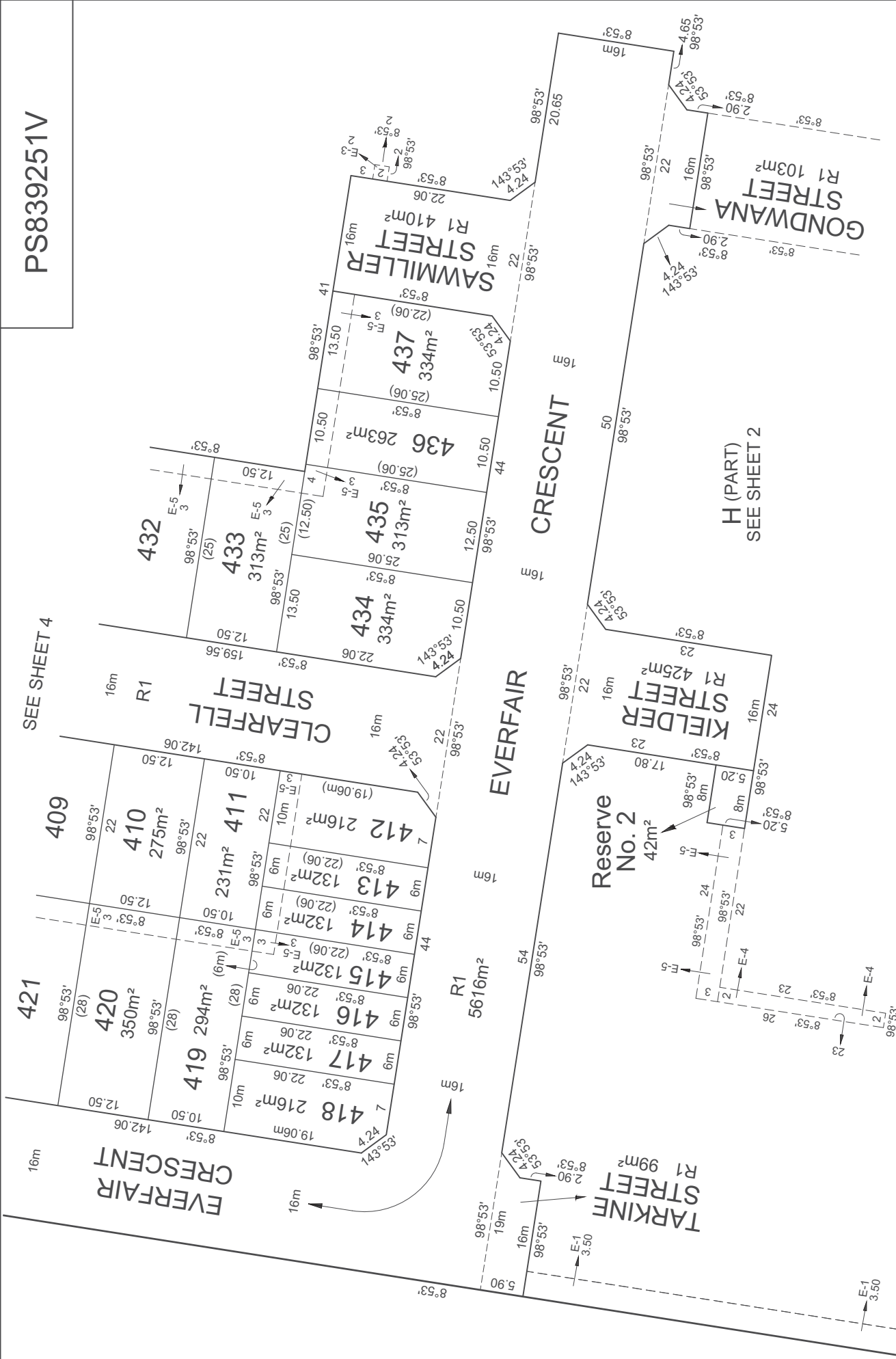
CLEARFELL

H (PART)  
SEE SHEET 2

SEE SHEET 5

PS839251V

SEE SHEET 4



MGA94 ZONE 55

SCALE  
1:500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S4  
Ver. 6

SHEET 5

Licensed Surveyor:

RAYMOND LI / Version No. 6

**TAYLORS**

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

**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
401	402, 426
402	401, 403, 404, 426
403	402, 404
404	402, 403, 405, 426
405	404, 406, 425
406	405, 407, 424
407	406, 408, 423
408	407, 409, 422
409	408, 410, 421
410	409, 411, 420
411	410, 412, 413, 414, 419
412	411, 413
413	411, 412, 414
414	411, 413, 415
415	414, 416, 419
416	415, 417, 419
417	416, 418, 419
418	417, 419
419	411, 415, 416, 417, 418, 420

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
420	410, 419, 421
421	409, 420, 422
422	408, 421, 423
423	407, 422, 424
424	406, 423, 425
425	405, 424, 426
426	401, 402, 404, 425
427	428
428	427, 429
429	428, 430
430	429, 431
431	430, 432
432	431, 433
433	432, 434, 435
434	433, 435
435	433, 434, 436
436	435, 437
437	436

**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.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
406	405, 407, 424
407	406, 408, 423
408	407, 409, 422
409	408, 410, 421
410	409, 411, 420
411	410, 412, 413, 414, 419
412	411, 413
413	411, 412, 414

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
414	411, 413, 415
415	414, 416, 419
416	415, 417, 419
417	416, 418, 419
418	417, 419
419	411, 415, 416, 417, 418, 420
436	435, 437





**CREATION OF RESTRICTION C**

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 3

BENEFITED LAND: See Table 3

**RESTRICTION:**


The registered proprietor or proprietors for the time being of any Burdened Lot on this plan:

1. Must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelope shown hatched in the diagrams shown on MCP..... (excluding allowable projecting building elements that project outside the building envelope as contained in Part 5 Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018); and
2. Must not construct any house or garage on a side boundary of a Lot unless the house or garage is setback a minimum of 1 metre from the other side boundary of that lot.

Expiry date: 31/12/2034

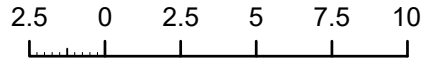
**TABLE 3**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402, 426
402	401, 403, 404, 426
403	402, 404
404	402, 403, 405, 426
405	404, 406, 425
420	410, 419, 421
421	409, 420, 422
422	408, 421, 423
423	407, 422, 424
424	406, 423, 425
425	405, 424, 426
426	401, 402, 404, 425
427	428
428	427, 429
429	428, 430
430	429, 431
431	430, 432
432	431, 433
433	432, 434, 435
434	433, 435
435	433, 434, 436
437	436

<b>PLAN OF SUBDIVISION</b>			EDITION 1	<b>PS839252T</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 H on PS839251V POSTAL ADDRESS: 46 - 50 Bayview Road (at time of subdivision) OFFICER 3809 MGA 94 CO-ORDINATES: E: 360 400 ZONE: 55 (of approx centre of land in plan) N: 5 786 680			COUNCIL NAME: CARDINIA SHIRE COUNCIL	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 501 to 542 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 5 & 6 of this plan for details.  <b>OTHER PURPOSE OF PLAN</b> Removal of the sewerage easement marked E-3 on PS839251V in so far as it lies within new road R1 and Lot 542 on this plan, upon registration of this plan.  <b>GROUNDS FOR REMOVAL:</b> By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988.	
Road R1	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 PM82 and Pakenham PM20 In Proclaimed Survey Area No. (Not Applicable)				
<b>HILLSTOWE ESTATE - Release No. 5</b> Area of Release: 1.834ha No. of Lots: 42 Lots and Balance Lot J				
<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	Sewerage	3.50	PS826731D	South East Water Corporation
E-2	Sewerage	2	PS836044S	South East Water Corporation
E-3	Drainage	See Diag.	PS839251V	Cardinia Shire Council
E-4	Sewerage	2.50	This Plan	South East Water Corporation
E-5	Drainage	See Diag.	This Plan	Cardinia Shire Council
E-6	Sewerage	See Diag.	This Plan	South East Water Corporation
	Drainage			Cardinia Shire Council
 <b>Urban Development   Built Environments   Infrastructure</b> 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 01177-S5 Ver. 5		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6
		Licensed Surveyor: RAYMOND LI / Version No 5		

ENLARGEMENT 1

SCALE 1:250

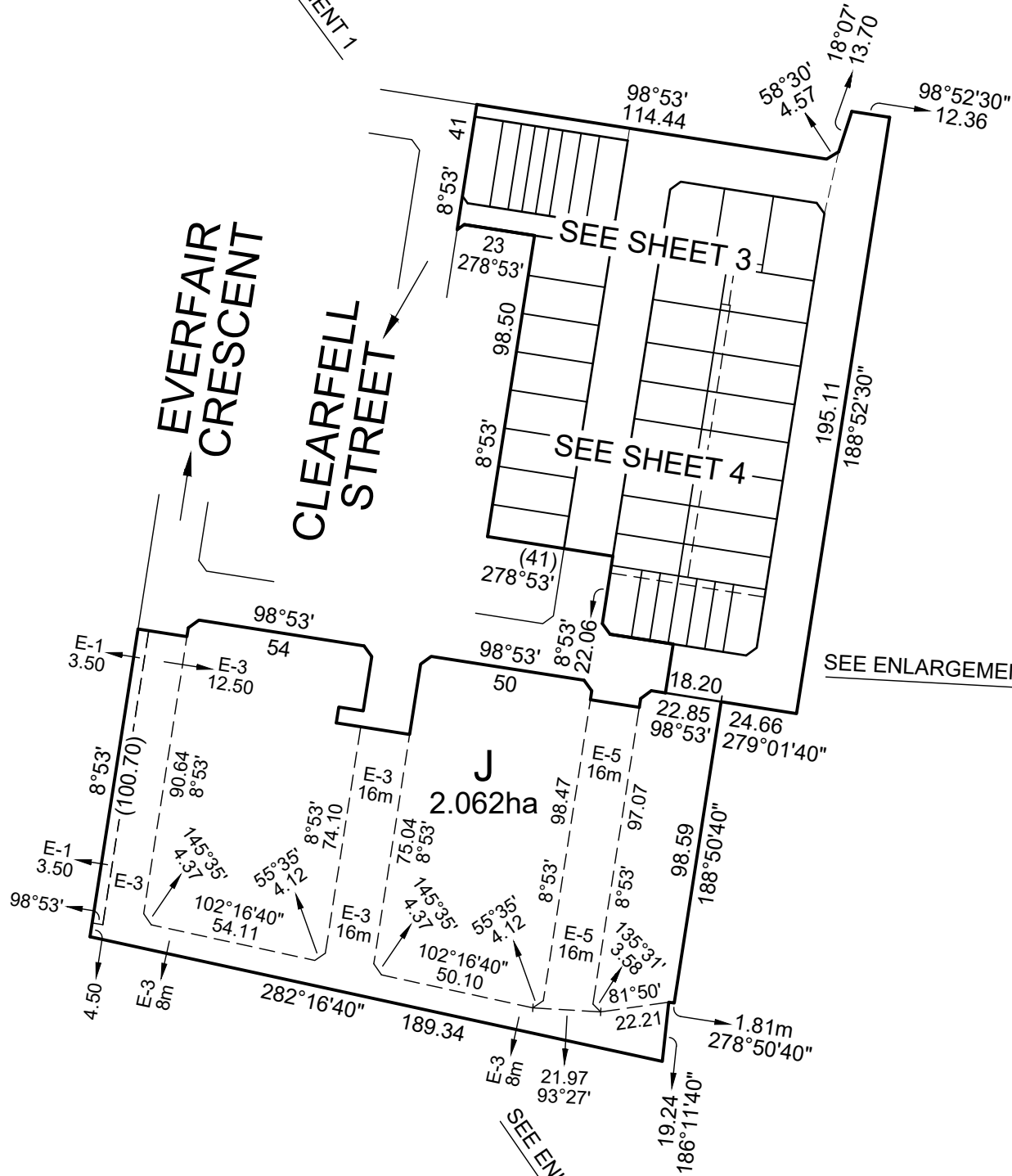


CLEARFELL STREET

NEVIS WAY



SEE ENLARGEMENT 1



SEE SHEET 3

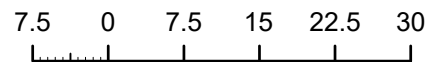
SEE SHEET 4

SEE ENLARGEMENT 2

SEE ENLARGEMENT 3

ENLARGEMENT 2

SCALE 1:750



SAWMILLER STREET

542  
541  
540  
539

EVERFAIR CRESCENT

GONDWANA STREET

TARKINE STREET

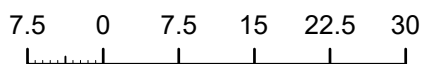
EVERFAIR CRESCENT

EVERFAIR CRESCENT

KIELDER STREET

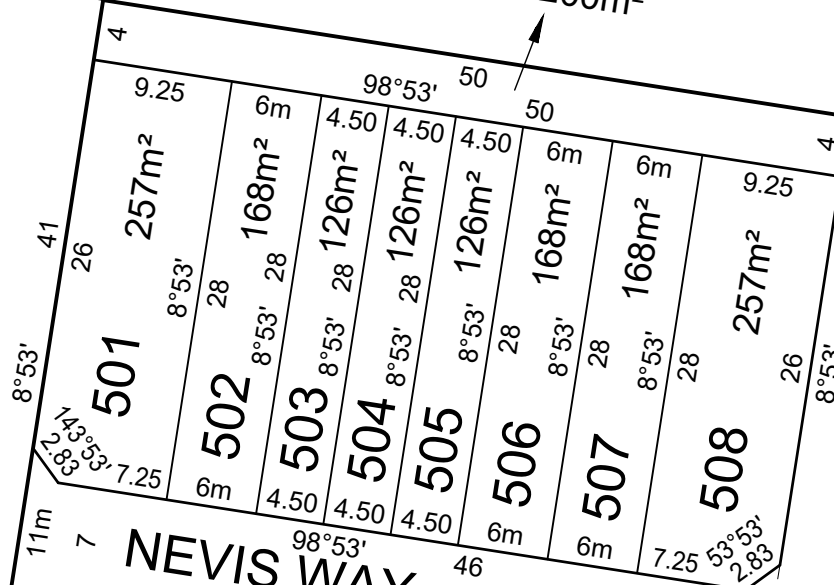
ENLARGEMENT 3

SCALE 1:750



APPLEBUSH WALK  
R1 200m<sup>2</sup>

CLEARFELL STREET



NEVIS WAY  
R1 358m<sup>2</sup>

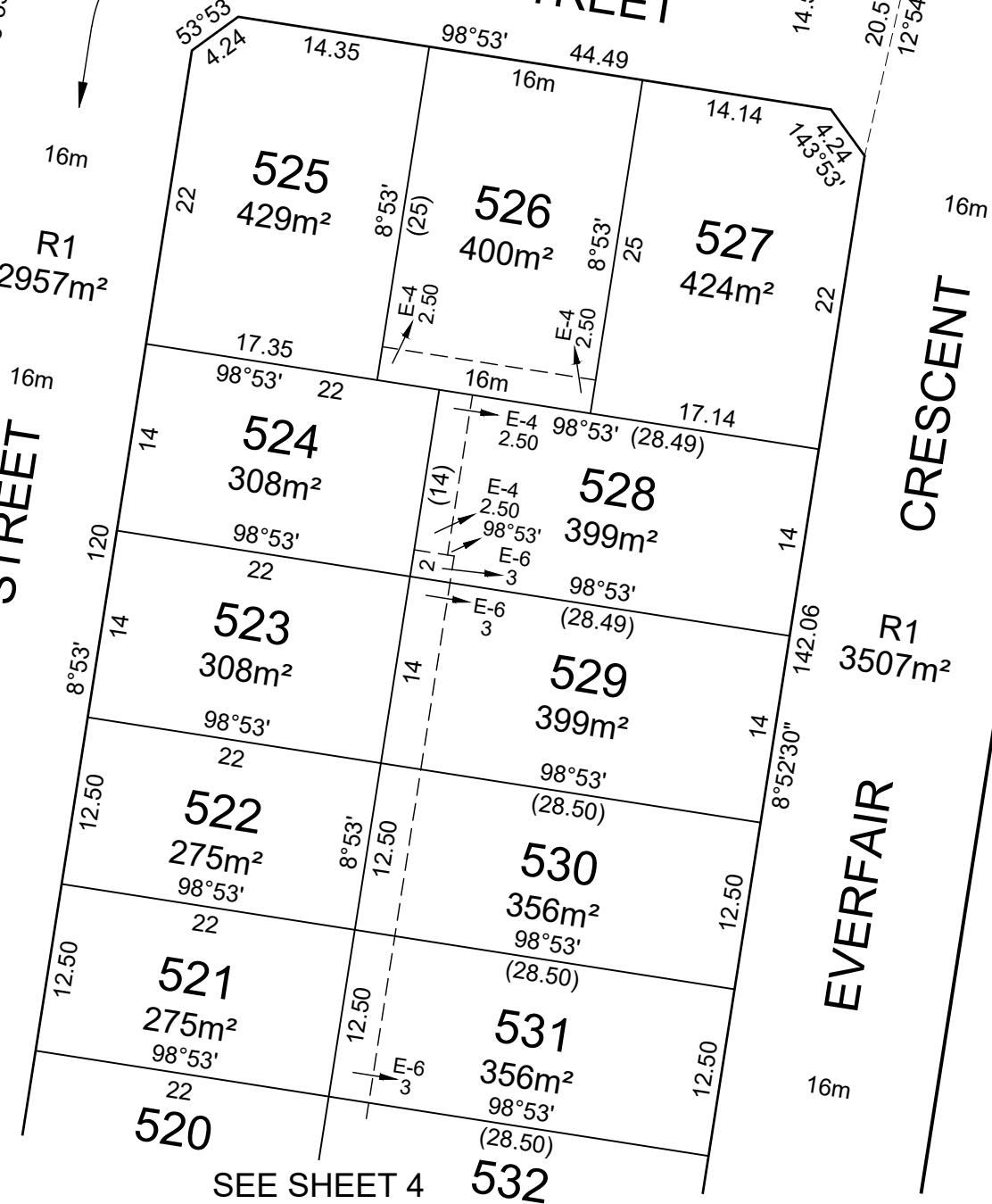
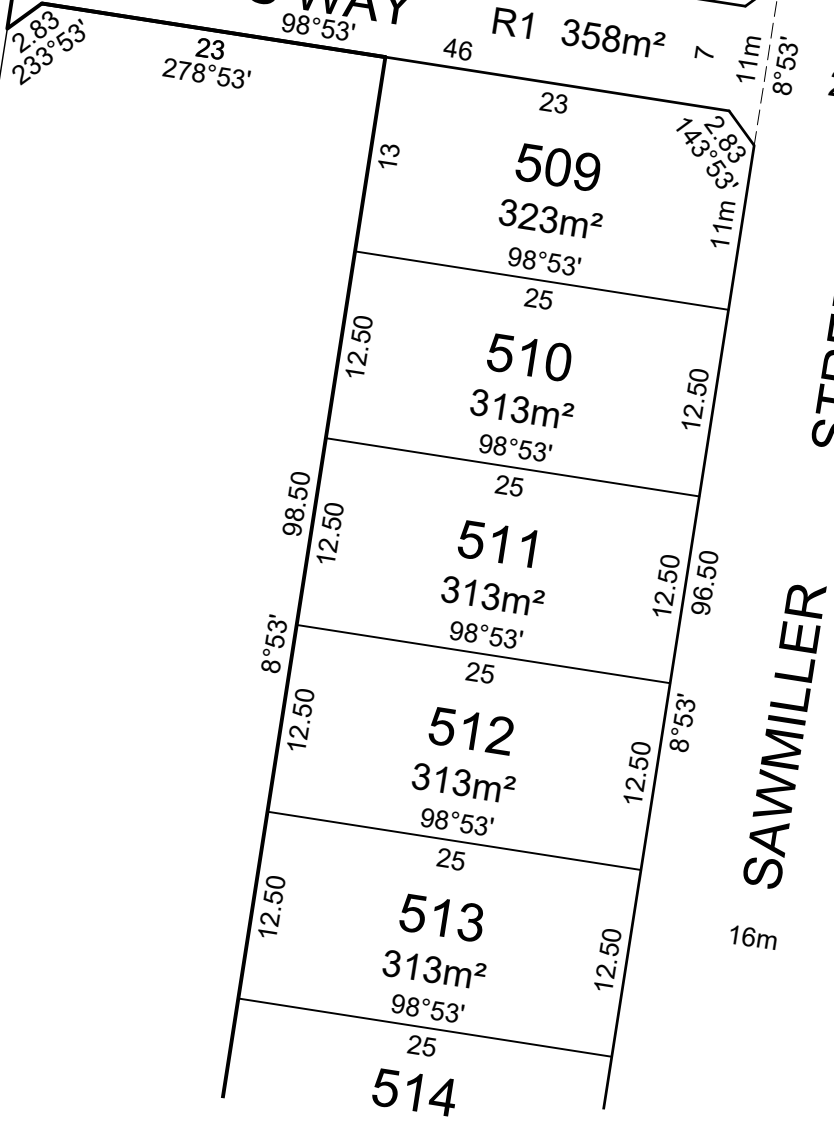
SAWMILLER STREET

SAWMILLER STREET

SAWMILLER STREET

CRESCENT

EVERFAIR



SEE SHEET 4



**TAYLORS**

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

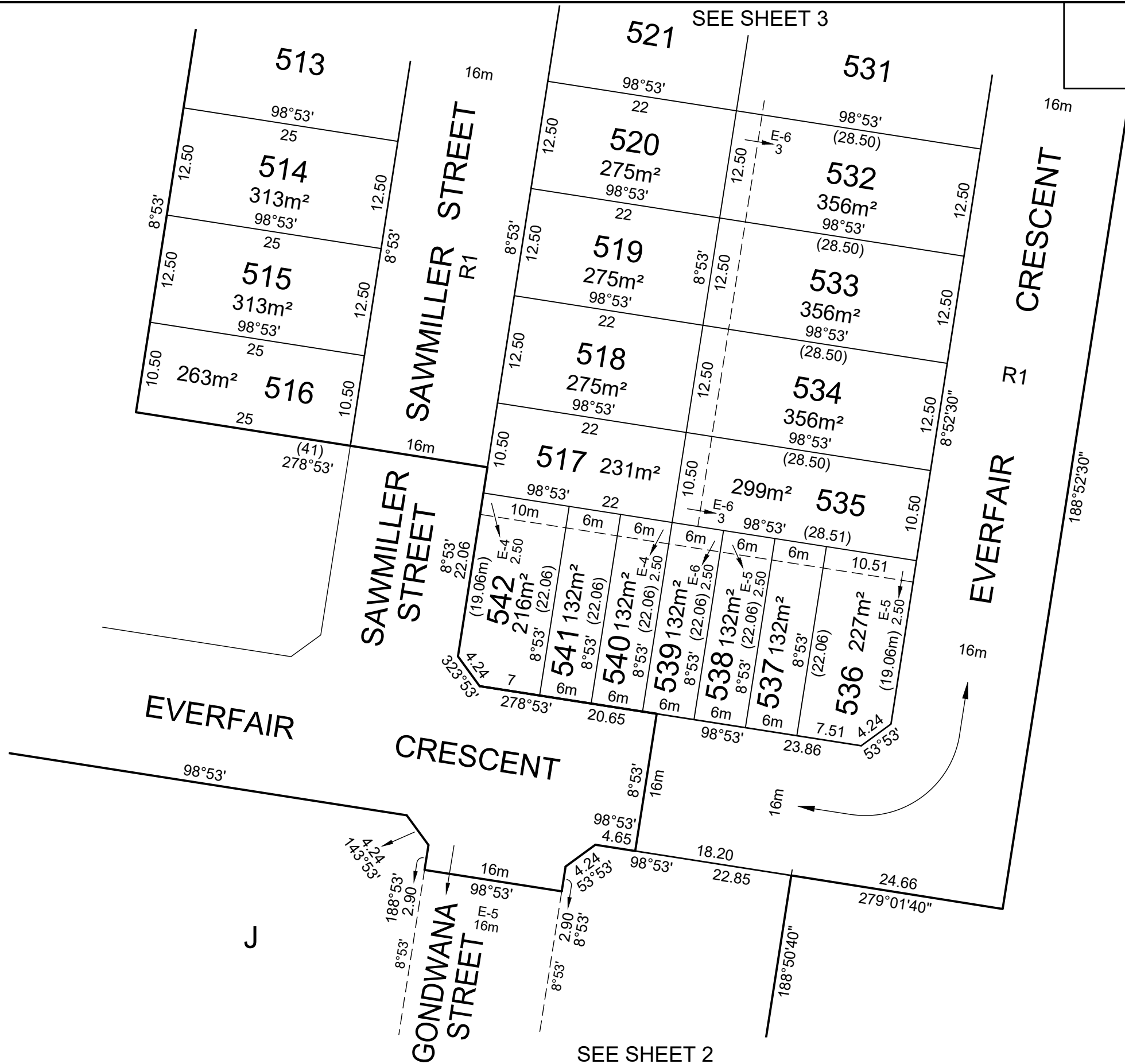
SCALE 1:500  
5 0 5 10 15 20  
LENGTHS ARE IN METRES

Licensed Surveyor:  
RAYMOND LI / Version No 5

ORIGINAL SHEET SIZE: A3  
Ref. 01177-S5 Ver. 5  
SHEET 3



SEE SHEET 2

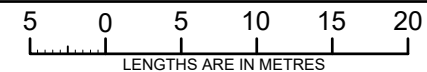


SEE SHEET 2

**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



ORIGINAL SHEET  
SIZE: A3

Ref. 01177-S5  
Ver. 5

SHEET 4

Licensed Surveyor:

RAYMOND LI / Version No 5



**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
501	502
502	501, 503
503	502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507
509	510
510	509, 511
511	510, 512
512	511, 513
513	512, 514
514	513, 515
515	514, 516
516	515
517	518, 535, 540, 541, 542
518	517, 519, 534
519	518, 520, 533
520	519, 521, 532
521	520, 522, 531

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
522	521, 523, 530
523	522, 524, 529
524	523, 525, 526, 528
525	524, 526
526	524, 525, 527, 528
527	526, 528
528	524, 526, 527, 529
529	523, 528, 530
530	522, 529, 531
531	521, 530, 532
532	520, 531, 533
533	519, 532, 534
534	518, 533, 535
535	517, 534, 536, 537, 538, 539
536	535, 537
537	535, 536, 538
538	535, 537, 539
539	535, 538, 540
540	517, 539, 541
541	517, 540, 542
542	517, 541

**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, except for Lots 516 - 522 and 535, which in addition to this burden, must not build or permit to be built or remain on the lot any building unless the building is setback from at least one side boundary greater than or equal to 1 metre.

Expiry date: 31/12/2034

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
501	502
502	501, 503
503	502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507
516	515
517	518, 535, 540, 541, 542
518	517, 519, 534
519	518, 520, 533

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
520	519, 521, 532
521	520, 522, 531
522	521, 523, 530
535	517, 534, 536, 537, 538, 539
536	535, 537
537	535, 536, 538
538	535, 537, 539
539	535, 538, 540
540	517, 539, 541
541	517, 540, 542
542	517, 541

**CREATION OF RESTRICTION C**

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 3  
 BENEFITED LAND: See Table 3

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any Burdened Lot on this plan:

- Must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelope shown hatched in the diagrams shown on MCP ..... (excluding allowable projecting building elements that project outside the building envelope as contained in Part 5 Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018); and
- Must not construct any house or garage on a side boundary of a Lot unless the house or garage is setback a minimum of 1 metre from the other side boundary of that lot.

Expiry date: 31/12/2034

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
509	510
510	509, 511
511	510, 512
512	511, 513
513	512, 514
514	513, 515
515	514, 516

TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
523	522, 524, 529
524	523, 525, 526, 528
525	524, 526
526	524, 525, 527, 528
527	526, 528
528	524, 526, 527, 529
529	523, 528, 530

TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
530	522, 529, 531
531	521, 530, 532
532	520, 531, 533
533	519, 532, 534
534	518, 533, 535





# Memorandum of common provisions

## Restrictive covenants in a plan

### Section 91A Transfer of Land Act 1958

#### Privacy Collection Statement

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

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

**Operative words including words to bind the burdened land and words of annexation must not be included.**

Provisions to apply to the plan:

**Burdened land:** As set out in PS839252T

**Benefited land:** As set out in PS839252T

**Covenants:** The Burdened land cannot be used except in accordance with the provisions recorded in this MCP

35402012

V3

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

91ATLA

Page 1 of 8

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

Provisions:

### 1. Hillstowe - Officer

This MCP applies to Lots 501 - 542 of PS839252T (also known as Stage 5 of Hillstowe) approved under Cardinia Planning Permit: T130581

All care has been taken to ensure that this MCP complies with current Building Regulations. However, the owner is responsible for ensuring compliance with all statutory requirements.

Owners, Designers and Builders should review this MCP and the current Design Guidelines in conjunction with the land sales contract.

### 2. 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.

### 3. 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

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 4. 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. Builders Checklist
3. Greenhouse Gas Emissions Reduction Checklist
4. 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.

5. Floor Plans (scale 1:100)

Must indicate key dimensions and window positions.

6. 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 and retaining walls. (Alternatively, the latter can be indicated on a cross section at a minimum scale of 1:100.)

7. External Colour and Material Selection

Including brands, colour names and colour swatches where possible.

**Send submissions to:**

designapprovalvic@avid.com.au

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 5. 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 submitted plans comply with such requirements.

### 6. Allowable Land

No more than one dwelling may be constructed on the lot. Lots are not permitted to be further subdivided.

### 7. Service Connections

Your home must be connected to all available in ground services according to the service provider's standards.

At least the toilets and irrigation must be connected to Hillstowe's third pipe water supply.

### 8. Setbacks

If a building envelope is shown within a restriction on the Plan of Subdivision or within a Memorandum of Common Provisions (MCP), it must be adhered to.

All dwellings, garages and outbuildings must be constructed within the Building Envelope specified within the restriction on the Plan of Subdivision or the relevant Memorandum of Common Provisions (MCP).

Where a building envelope is not specified for a lot, minimum setbacks must be in accordance with ResCode in the current Building Regulations.

Encroachments into the minimum setback must be in accordance with ResCode in the current Building Regulations.

### 9. ResCode

All dwellings must comply with all requirements of ResCode in the current Building Regulations.

### 10. 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.

### 11. Sustainability

Hillstowe is being designed and built to meet the Urban Development Institute of Australia's 'EnviroDevelopment' certification. This provides independent verification of Hillstowe's sustainability performance, which includes the performance of homes built in the Hillstowe community.

Each home is strongly recommended to achieve a minimum 7-star National House Energy Rating Scheme (NatHERS) Rating, by using NatHERS accredited software tools such as AccuRate, B.E.R.S or FirstRat5.

Refer to [www.nathers.gov.au](http://www.nathers.gov.au) for more details.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 12. Identical Façades

Two dwellings with the same front facade must not be built within three house lots. This includes lots either side, opposite and encompassing other street frontages, where applicable.

### 13. Ceiling Heights

Ceiling heights to the ground floor of double storeys and all single storey homes must be a minimum 2590mm.

### 14. Façade Features

To create interest and give your facade unique character, your facade 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.

### 15. 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 facade must have a minimum of two colours with both equating to a minimum of 30%.

Materials used on the facade 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.

### 16. 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.

### 17. 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.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 18. Corner and Reserve Treatment

Elevations that face a side street or reserve must address the secondary frontage through the use of windows that match the primary facade, articulation including similar features 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.

Meter boxes should (where possible) be located on the opposite side on the secondary frontage or reserve.

In the instant where the meter box cannot be located on the opposite side it must be colour coordinated to the wall it is attached to.

### 19. 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.

The garage door must be sectional or panel lift. Roller doors are not permitted where visible to the public.

Carports are not permitted.

#### 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 facade of the dwelling.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 20. Driveways

Each lot must have only one driveway unless it is 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 facade 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.

### 21. 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.

Gates must be setback a minimum 1m from the boundary.

### 22. Outbuilding, Utilities and Facilities

Sheds must not exceed:

- 15m<sup>2</sup> or
- have a height to the ridge line greater than 3.6m

Sheds must not be visible to the public.

Bin storage areas, drying areas, air conditioning units, caravans, trailers and boats must not 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.

Where a rainwater 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 DRP and be sited within the applicable building envelope.

Colours and materials of the outbuildings must complement the dwelling.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 23. 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 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 utilisation 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.

If a canopy tree is included within your front yard, the canopy tree should have a maximum height and diameter at full maturity of 6m and must be planted a minimum 3m away from your home.

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 Postal Standards. A letterbox on a single post will not be permitted.

Roller shutters are not permitted where visible to the public.





**Maddocks**

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DX 259 Melbourne

Date 14, 4, 2020

## Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 46 and 50 Bayview Road, 415 Princes Highway, Officer

Purpose of Agreement - WIK for Infrastructure Projects, Land Projects, Open  
Space Land Equalisation and Localised Infrastructure Projects

Cardinia Shire Council  
and

Avid Property Group Nominees Pty Ltd ACN 088 212 631

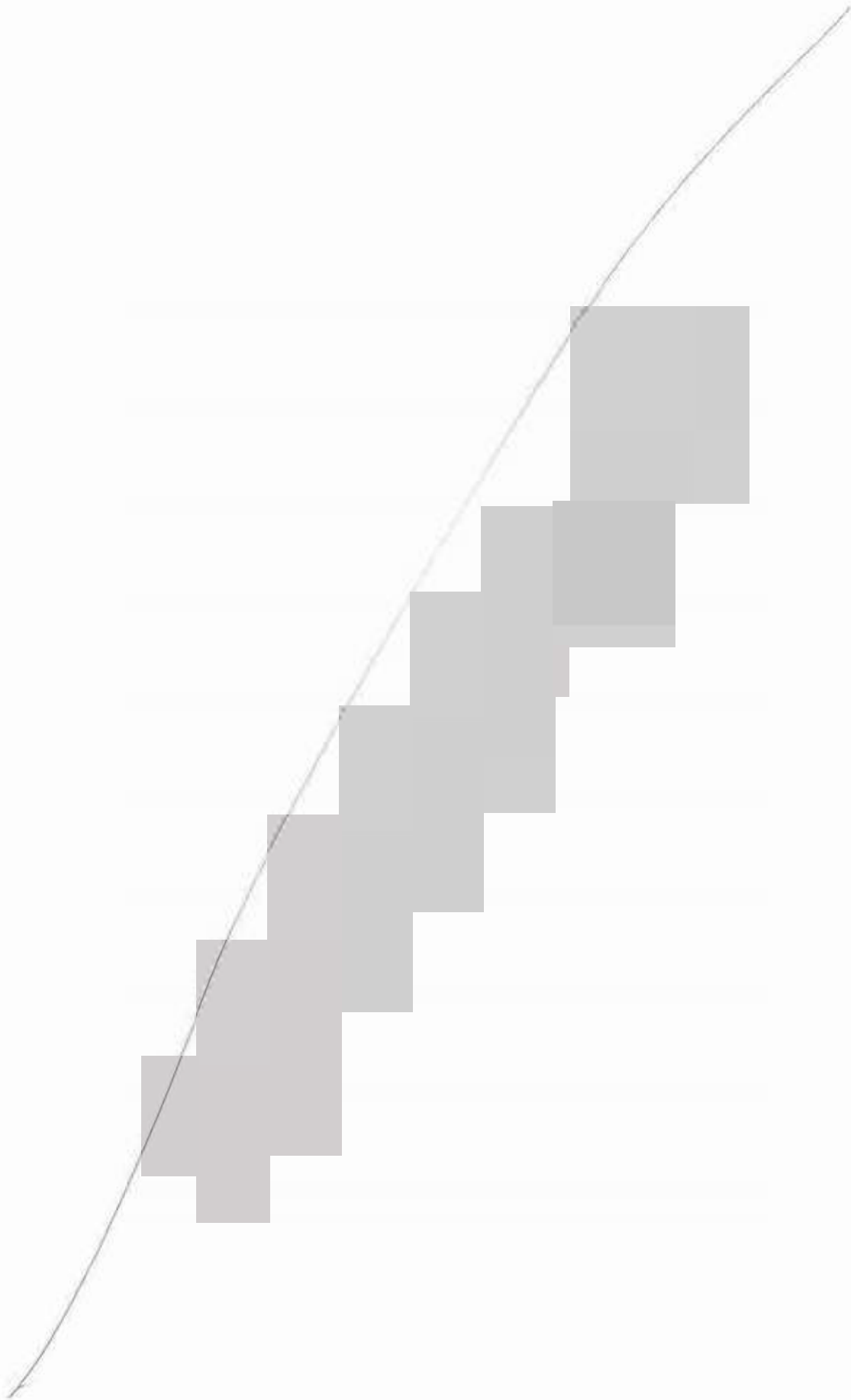
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in return for a Credit against the Owner's obligation to pay the Development Infrastructure Levy on the terms and conditions set out in this Agreement.

- G. The Owner has also asked Council for permission to transfer to or vest in Council, land for the purposes of a local park (as identified in the Public Infrastructure Plan) and in return, for Council to pay the Equalisation Payment under clause 53.01 of the Planning Scheme. Council has agreed to this request on the terms and conditions set out in this Agreement.
- H. Council and the Owner have also agreed that the Owner will undertake the Localised Infrastructure Projects in accordance with this Agreement. The Localised Infrastructure Projects do not qualify for any credit against the Owner's Development Contribution Levy liability under the Development Contributions Plan.
- I. Council and the Owner acknowledge that the Owner enters into this Agreement solely in its capacity as Trustee of the Officer Property Unit Trust and in no other capacity.
- J. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## THE PARTIES AGREE

### 1. Definitions

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

**Act** means the *Planning and Environment Act 1987*.

**Agreed Land Value** means the value set out or specified in Schedule 6B in respect of each Land Project which is deemed to include all transfer costs, costs of Plans of Subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

**Agreed Project Value** means the amount set out or referred to in Schedule 6A in respect of each Infrastructure Project or any other amount which has been specifically agreed in writing by Council.

**Agreement** means this agreement.

**Anticipated Cost of Construction** means the anticipated price of the delivery of the Infrastructure Project. For an Infrastructure Project, the Anticipated Cost of Construction includes all project design and engineering fees.

**Approved Plans** means the designs of the Infrastructure Projects or Localised Infrastructure Projects as the case may be as approved by Council under clause 6.3.

**Building** has the same meaning as in the Act.

**Certificate of Practical Completion** means a certificate in writing prepared by Council stating that an Infrastructure Project or Localised Infrastructure Project as the case may be has been completed to the satisfaction of Council.

**Certificate of Occupancy** means an occupancy permit under the *Building Act 1993*.







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**Development Contributions Levy** has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.

**Development Contributions Plan or DCP** means the Development Contributions Plan described in Schedule 2.

**Endorsed Plans** means the plans endorsed under the Planning Permit.

**Equalisation Payment** means the amount specified in Schedule 6B - 2 as the equalisation payment.

**Indexation** means an annual adjustment to the Consent Fee or Satisfaction Fee (whichever applies) carried out using the CPI as the indices for the adjustment.

**Infrastructure Project** means a project identified in the relevant column of the table to Schedule 6A and which may be further illustrated and defined in the Public Infrastructure Plan.

**Land Project** means the land project described in the relevant column of the table to Schedule 6B - 1 and which may be further illustrated and defined in the Public Infrastructure Plan. It does not include Open Space Land.

**Landscape Components** means the soft and hard landscaping components of an Infrastructure Project or a Land Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving watering systems and the like.

**Landscape Maintenance Period** means the maintenance of the Landscape Components for the period of 24 months from the issue of a Certificate of Practical Completion for an Infrastructure Project, Land Project or Open Space Land.

**Landscape Works** means landscape works relevant to any Infrastructure Project or Land Project and which are identified on a landscape plan prepared by the Owner and approved by Council from time to time.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Projects or other infrastructure that is in the nature of regional or state infrastructure.

**Localised Infrastructure Project** means a project to be delivered by the Owner under this Agreement as identified in the relevant column of the table to Schedule 6C and which may be further illustrated and defined in the Public Infrastructure Plan.

**Maintenance Period** means the maintenance period specified in Schedule 4A.

**Mortgagee** means the person registered on entitled from time to time to be registered as the mortgagee of the Subject Land.

**Open Space Land** means land for passive open space described in Schedule 6B - 2 in respect of which equalisation is to apply under either the Development Contributions Plan or the Precinct Structure Plan applying to the Subject Land. It does not include a Land Project.

**Over Provision** means the amount by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Contributions Levy in respect of the Subject Land.

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

**Party or parties** means the parties to this Agreement.

**Plan Checking Fee** means a fee payable to Council by the Owner for checking plans for an Infrastructure Project or Localised Infrastructure Project and which is payable at the rate of 0.75% of the Anticipated Cost of Construction.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Permit** means the planning permit referred to in Schedule 3.

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

**Precinct Structure Plan** means the Precinct Structure Plan described in Schedule 2.

**Public Infrastructure Plan** means the plan labelled 'Public Infrastructure Plan' which is attached to this Agreement and marked as Annexure 1.

**Residential Lot** means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction and which is payable at the rate of:

- if paid within 12 months of the date this Agreement commences, \$325.80; or
- if paid at any time after 12 months of the date this Agreement commences, \$325.80 plus Indexation.

**Schedule** means a schedule to this Agreement.

**Stage** followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit for the Subject Land.

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

**Subject Land** means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means a fee payable to Council by the Owner for supervision of a Infrastructure Project or Localised Infrastructure Project as the case may be and which is payable at the rate of 2.5% of the Anticipated Cost of Construction.





**Template Contract** means the form of the contract of sale of land which is held at the offices of Council as the Template Contract. A copy of the Template Contract may be obtained by a request made of Council during ordinary business hours.

**Trustee** means Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee of the Officer Property Unit Trust and includes, where the context allows:

- the Trustee's successors, executors, administrators, successors and assigns;
- the Trustee's employees; and
- any person authorised by the Trustee.

**Works** has the same meaning as in the Act.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

## 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1.1 record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects and the Land Projects;
- 3.1.2 to record the terms on which the Owner is to satisfy its public open space contribution liability under clause 53.01 of the Planning Scheme;



- 3.1.3 to record the terms on which the Owner must provide the Localised Infrastructure Projects; and
- 3.1.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

#### 4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 the Owner has elected to enter into this Agreement in order to carry out the Infrastructure Projects and to provide the Land Projects in return for a Credit against its liability to pay the Development Contributions Levy; and
- 4.2 to identify how the Owner is to satisfy its public open space liability under clause 53.01 of the Planning Scheme; and
- 4.3 where the Owner is required to make cash payments to Council to meet the Owner's liability to pay the Development Contributions Levy for the Subject Land, then those payments are to be made in accordance with the timeframes set out in this Agreement.

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#### 5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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#### 6. Owner's specific obligations

##### 6.1 Payment of Development Contributions Levy

The Owner covenants and agrees that:

- 6.1.1 the Owner must pay the Development Contributions Levy in cash on a stage by stage basis prior to the issue of a Statement of Compliance in accordance with the Development Contributions Plan; and
- 6.1.2 the Owner's liability to pay the Development Contributions Levy in clause 6.1.1 is subject to the Owner's entitlement to a Credit under this Agreement.

##### 6.2 Infrastructure Projects

The Owner covenants and agrees that:

- 6.2.1 the Owner will construct the Infrastructure Projects specified in Schedule 6A prior to the milestones identified in Schedule 6A unless another time is agreed with the Collecting Agency, for the Agreed Project Value; and
- 6.2.2 the Agreed Project Value will be paid
  - (a) first as a Credit against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement;

and then -

- (b) as a payment to the Owner where the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy.

**6.3 Design and Construction of Infrastructure Projects and Localised Infrastructure Projects**

The Owner covenants and agrees that:

6.3.1 the Owner will, at its initial cost, prepare detailed design and engineering plans and specifications of the Infrastructure Projects and Localised Infrastructure Projects (**Designs**) and submit the Designs to Council;

6.3.2 the Designs must:

- (a) be to the satisfaction of Council;
- (b) comply with any relevant standard set out in the Development Contributions Plan; and
- (c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

and the approval of the Designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as Approved Plans or the like;

6.3.3 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects and Localised Infrastructure Projects;

6.3.4 in carrying out the works associated with an Infrastructure Project or Localised Infrastructure Project which is carried out on any land owned by Council, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project or Localised Infrastructure Project as the case may be are to be conducted;

6.3.5 the Owner will:

- (a) construct the Infrastructure Projects and Localised Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;
- (b) obtain any other approval required under any other applicable legislation or Regulation;
- (c) take any mitigation measures required under any approved Construction Management Plan that applies to the Subject Land or any other land which contains an Infrastructure Project or Localised Infrastructure Project as the case may be identified in the Public Infrastructure Plan;
- (d) comply with the Construction Procedures;
- (e) pay to Council the Plan Checking Fee and Supervision Fee for the Infrastructure Projects and Localised Infrastructure Projects; and



- 6.3.6 each Infrastructure Project and Localised Infrastructure Project will be completed before the milestone described in the relevant schedule and if an Infrastructure Project or Localised Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance relating to the Stage comprising or subsequent to the relevant milestone unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project or Localised Infrastructure Project as the case may be.

#### 6.4 Certificate of Practical Completion

The Owner covenants and agrees that:

- 6.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;
- 6.4.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project or Localised Infrastructure Project, the Owner:
  - (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project or Localised Infrastructure Project;
  - (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project or Localised Infrastructure Project;
  - (c) is responsible for the maintenance of the Infrastructure Project or Localised Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4A from the date of the issue of the Certificate of Practical Completion; and
  - (d) is responsible for the repair of any defects during the Defects Liability Period specified in Schedule 4B from the date of the issue of the Certificate of Practical Completion.

#### 6.5 Land Project

The Owner must at the election of Council either transfer to or vest in Council each Land Project specified in Schedule 6B for the Agreed Project Value:

- 6.5.1 prior to the milestones identified in Schedule 6B unless another time is agreed in writing with the Collecting Agency;
- 6.5.2 where the Agreed Land Value is payable as a Credit or payment, as the case may be, as described in and payable at the time set out in Schedule 6B.

#### 6.6 Localised Infrastructure Projects

The Owner covenants and agrees that the Owner will at its own cost in each and every respect, construct the Localised Infrastructure Projects specified in Schedule 6C prior to the milestones identified in Schedule 6C.

#### 6.7 Public Open Space Equalisation

The Parties agree that:

- 6.7.1 the Owner must, at the election of Council, either transfer or vest in Council for municipal purposes any Open Space Land identified in Schedule 6B and as shown on the Public Infrastructure Plan.
- 6.7.2 the Owner will pay to Council, or the Council will pay to the Owner, as the case may be, any required Equalisation Payment specified for the Open Space Land in Schedule 6B;
- 6.7.3 the Equalisation Payment must be paid:
- (a) where the payment is due to the Owner, prior to the issue of a Statement of Compliance for the final stage of the development of the Subject Land, unless otherwise specified in Schedule 6B; and
  - (b) where the payment is due to Council, prior to the issue of a Statement of Compliance for the final stage of the development of the Subject Land, unless otherwise specified in Schedule 6B; and
- 6.7.4 upon complying with this clause 6.7, the Owner has fulfilled its obligations in relation to the Subject Land under the Planning Scheme in relation to the public open space contribution.

#### 6.8 Landscaping of Land Project and Open Space Land

The Owner covenants and agrees that each Land Project and all of the Open Space Land to be transferred to or vested in Council must be landscaped at the Owner's cost in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being transferred or vested to or in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

#### 6.9 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement the Public Infrastructure Plan.

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### 7. Agreed Land Value

#### 7.1 The Parties agree that:

- 7.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of a Land Project; and
- 7.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of a Land Project.

## 7.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

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## 8. Parties' obligations

### 8.1 Credit

The Parties agree that:

- 8.1.1 upon the issue of a Certificate of Practical Completion in respect of an Infrastructure Project, the Owner will be entitled to the Credit for that Infrastructure Project as set out in Schedule 6A;
- 8.1.2 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Maintenance Period or Defects Liability Period;
- 8.1.3 upon the transfer or vesting of Land Project in Council, the Owner will be entitled to a Credit in respect of the relevant Land Project in Schedule 6B in respect of the Agreed Land Value; and
- 8.1.4 after the expiry of the Maintenance Period referred to in Schedule 4A and the Defects Liability Period referred to in Schedule 4B, maintenance of the works and repair of any defects in respect of an Infrastructure Project, those projects become the responsibility of Council; and
- 8.1.5 where an amount is payable to the Owner in respect of an Infrastructure Project listed in Schedule 6A and that item is identified in the relevant schedule as having a Credit as the funding source, the amount payable to the Owner must be first made to the Owner and taken by the Owner as a Credit at the time set out in Schedule 6A.

### 8.2 Reimbursement for Over Provision

The Parties agree that:

- 8.2.1 Council will not reimburse the Owner for the Over Provision unless the Owner's liability to pay the Development Contributions Levy has been satisfied in respect of all Stages of the subdivision of the Subject Land, unless an alternative time is specified in Schedule 6A or Schedule 6B of this Agreement; and
- 8.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 8.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.

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## 9. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide



Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

## **10. Owner's further obligations**

### **10.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### **10.2 Further actions**

The Owner:

- 10.2.1 must do all things necessary to give effect to this Agreement;
- 10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 10.2.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### **10.3 Fees**

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 10.3.1 Plan Checking Fee;
- 10.3.2 Supervision Fee;
- 10.3.3 Consent Fee; and
- 10.3.4 Satisfaction Fee.

### **10.4 Council's costs to be paid**

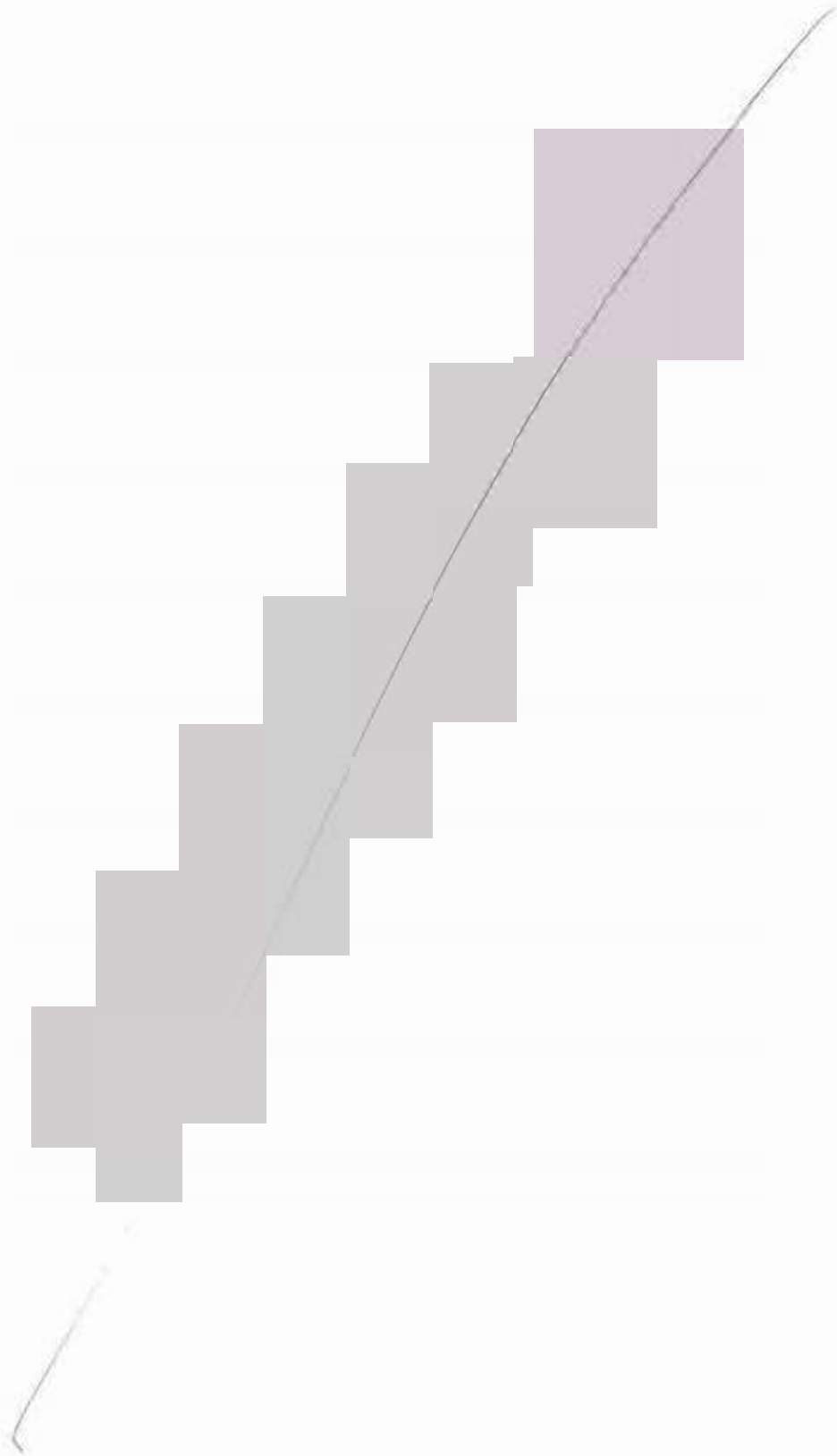
The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 10.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 10.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 10.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

### **10.5 Time for giving consent or determining satisfaction**

If Council makes a request for payment of:

- 10.5.1 a fee under clause 10.3.4 or 10.3.4; or





10.5.2 any costs or expenses under clause 10.3.4 or 10.3.4,

the Parties agree that Council will not decide whether to give consent or whether the Owner's obligation has been undertaken to Council's satisfaction (whichever applies) until payment has been made to Council in accordance with the request.

#### 10.6 Interest for overdue money

The Owner agrees:

10.6.1 the Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date; and

10.6.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

#### 10.7 Template Contract

Where land is proposed to be transferred to or vested in Council under this Agreement, and either Council or the Owner requires a contract to be entered into between the Owner and Council, the contract must be in the form of the Template Contract.

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### 11. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

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### 12. Owner's warranties

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

12.2 The Owner warrants that the Open Space Land and Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

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### 13. Owner entering into Agreement in its capacity as Trustee

13.1 The Owner enters into this Agreement solely in its capacity as trustee (Trustee) of the Officer Property Unit Trust (Trust) and in no other capacity and references to the Owner or Trustee in this Agreement are references to it only in this capacity.

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### 14. Owner's warranties in its capacity as Trustee

14.1 The Owner warrants in its capacity as Trustee, that:

14.1.1 the Owner is authorised under the terms of the trust deed establishing the Trust to enter into this Agreement;

- 14.1.2 as at the Commencement Date, the assets of the Trust are sufficient to cover the Trustee's liabilities under this Agreement; and
- 14.1.3 the Trustee possesses the necessary powers under the terms of the trust deed establishing the Trust to discharge the Trustee's liability under this Agreement from the assets of the Trust.

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## 15. Owner as Trustee limitation of liability

- 15.1 A liability arising under or in connection with this Agreement is limited to and can be enforced against the Owner only to the extent to which it can be satisfied out of the assets of the Trust out of which the Owner is actually indemnified for the liability. Subject to clause 15.3 below, this limitation of the Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- 15.2 Subject to clause 15.3 below, this limitation of the Owner's liability contained in this clause applies notwithstanding any other provisions of this Agreement and extends to all liabilities and obligations of the Owner in its capacity as the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction with this Agreement.
- 15.3 Each party to this Agreement may not sue the Owner in any capacity other than as trustee of the Trust, including seeking the appointment to the Owner of a receiver (except in relation to the assets of the Trust), a liquidator, administrator or any other similar person.
- 15.4 The provisions of this clause will not apply to any liability or obligation of the Owner 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 Owner's own fraud, gross negligence or breach of trust or breach of duty.

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## 16. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 16.1 give effect to this Agreement; and
- 16.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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## 17. General matters

### 17.1 Notices

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

- 17.1.1 personally on the other Party;
- 17.1.2 by leaving it at the other Party's Current Address;
- 17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or





**Clearance Certificate** means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

**Consideration** means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

**Excluded Transaction** has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

**Statement of compliance** has the same meaning as in the *Subdivision Act 1988*.

**Tax Act** means the *Taxation Administration Act 1953 (Cwth)*.

**Variation Amount** means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

**Variation Notice** means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

## 19.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

## 19.3 Excluded transaction

19.3.1 Clause 19.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space Land as the case may be is transferred to or vested in Council's ownership.

19.3.2 Without limiting clause 19.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

## 19.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 19.5 below) in accordance with the Variation Notice.

## 19.5 Withholding

19.5.1 This clause 19.5 applies if the Owner is taken to be foreign residents under clause 19.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 19.3.

- 19.5.2 Subject to clauses 19.5.3 and 19.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:
- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
  - (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 19.4,

(withholding amount),

- 19.5.3 Subject to clause 19.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:
- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
  - (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 19.4

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 19.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:
- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
  - (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 19.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

## 19.6 Council to remit withholding amount

- 19.6.1 Council agrees to:
- (a) pay the withholding amount or amounts determined under clause 19.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
    - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
    - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
  - (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
  - (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.





## 22. Ending of Agreement

- 22.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.
- 22.2 Notwithstanding clause 22.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.4 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.5 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land in accordance with clause 22.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

**Schedule 1**

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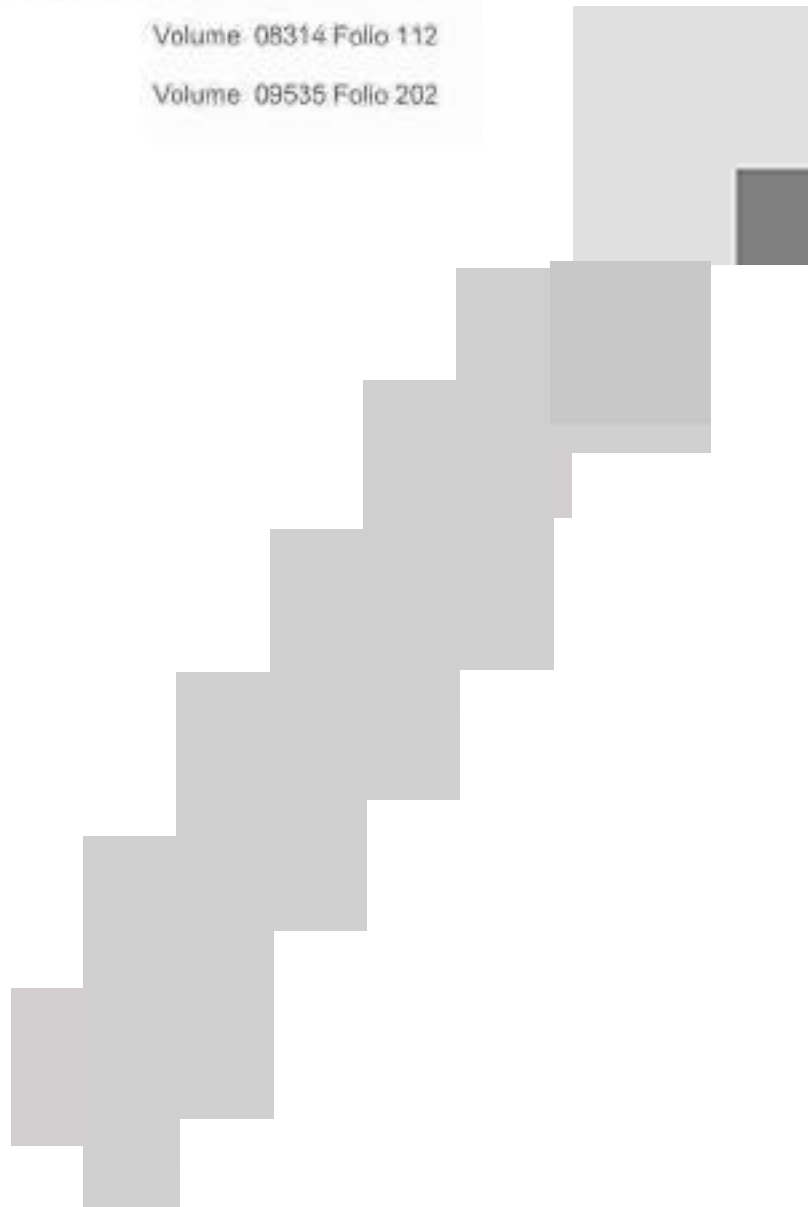
**Subject Land**

Address: 46 and 50 Bayview Road and 415 Princes Highway, Officer

Certificate of Title Details: Volume: 09542 Folio 679

Volume: 08314 Folio 112

Volume: 09535 Folio 202









## Schedule 4

### Schedule 4A

#### Maintenance Period

- The Maintenance Period for Civil Works is 12 months.

### Schedule 4B

#### Defects Liability Period

- The Defects Liability Period for Civil Works is 12 months.
- The Defects Liability Period for Landscape Works is 24 months.

## Schedule 5

### Construction Procedures

#### Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project or Localised Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project or Localised Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project or Localised Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project or Localised Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - a. identifies in what manner or respect the Infrastructure Project or Localised Infrastructure Project is not satisfactorily completed; and
  - b. what must be done to satisfactorily complete the Infrastructure Project or Localised Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

#### Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or Localised Infrastructure Project, or undertaking any maintenance or repair of defects in respect of any Infrastructure Project or Localised Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
  - a. consent of the owner of land to access such land; and
  - b. it has satisfied any condition of such consent.
6. The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project or Localised Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

#### Quality of work

8. Apart from any other requirement contained in the Agreement, all work must:
  - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
  - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
  - c. be carried out in a good and workmanlike manner;
  - d. be fit and structurally sound, fit for purpose and suitable for its intended use;



## Schedule 6

### Schedule 6A – Infrastructure Projects

Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestones for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment/Credit
2	Construction of East-West Road B to a connector Street Boulevard Standard (Section 3)	Portion of Officer OCP Item DL_RO_03c, from the Tivendale Road intersection extent to the western property boundary of the Subject Land	Prior to the issue of Statement of Compliance for the relevant Stage	17% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project
5	Construction of Bayview Road upgrade to a Connector Street - Constrained Type 2 (Section 4b) (excluding western footpath)	Portion of Officer OCP Item DL_RO_06b, from the proposed East-West Road B/Bayview Road intersection extent to the southern boundary of the Subject Land; this excludes the western footpath	Prior to the issue of Statement of Compliance for Stage 1	70% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project
3	Construction of Roundabout at East West Road B/Tivendale Road (complete western leg of east west road and, western side footpath along Tivendale Road)	Portion of Officer OCP Item DL_TM_12, complete western part leg and footpath along western side of Tivendale Road	Prior to the issue of Statement of Compliance for Stage 3	25% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project

Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestone for the completion of the infrastructure Project	Agreed Project Making	Funding Source	Timing for Payment/Credit
4	Construction of Tivendale Road upgrade to a Connector Street - Constrained Type 2 (Section 4b) (western side footpath only)	Portion of Officer DCP item DI_RO_07a, construction of western side footpath only from East-West Road to approximately 370 metres south	Prior to the issue of Statement of Compliance for Stage 3	4% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project
8	Construction of local park improvements	Portion of Officer DCP item DI_DS_06b	Prior to the issue of Statement of Compliance for Stage 2	25% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project
10	Construction of Laneway - Commercial Access at the rear of Peripheral Commercial (North of Princes Highway) (Section 16a)	Portion of Officer DCP item DI_RO_01	Prior to the issue of Statement of Compliance for Stage 2	45% of the DCP project value indexed to the financial year, as at the date the Certificate of Practical Completion is issued	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project

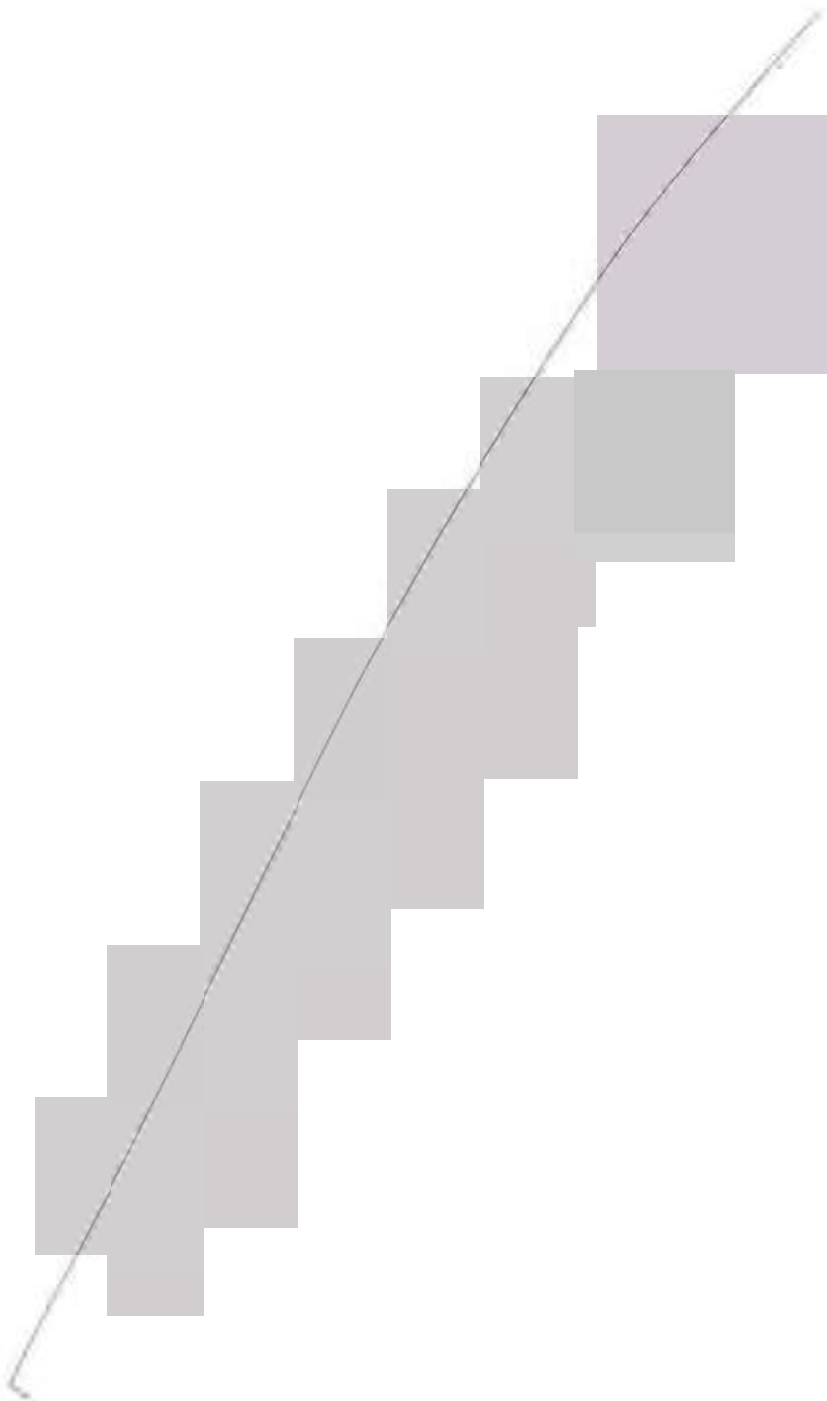
**Schedule 6B – 1 Land Projects**

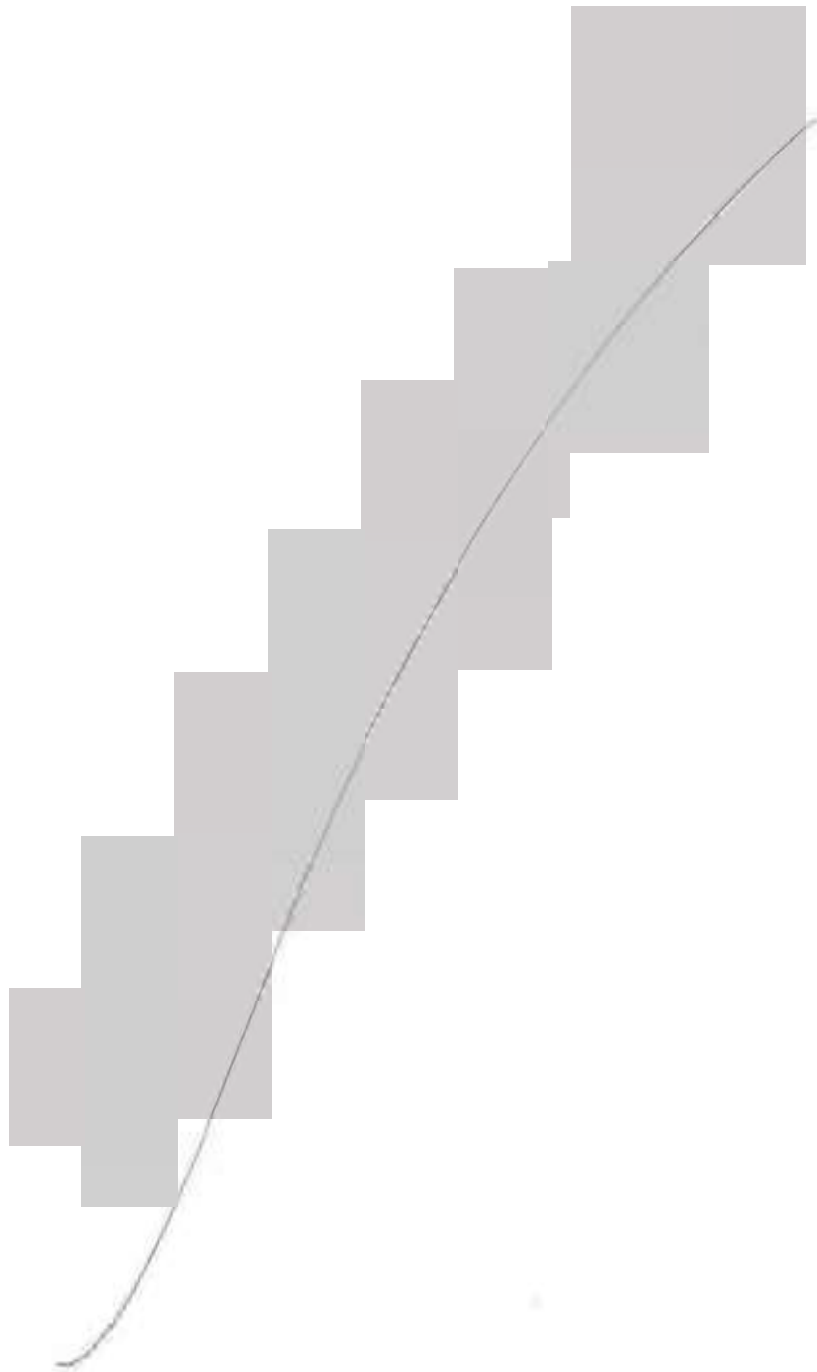
Land Project Number	Land Project Description	Title or plan reference	Area of the Land Project	Milestone for transfer or vesting of the Land Project	Agreed Land Value	Funding Source	Timing for Payment / Credit
1	Provision of land for East-West Road B Connector Street Boulevard (Standard 3) DI, RC, LA30b	As per future Plan of Subdivision	Approximately 7,600 square metres	Upon issue of a Statement of Compliance for the relevant Stage	£ 1,638,000.00	DCP	Credit upon vesting of the Land Project in Council

**Schedule 6B – 2 Open Space Land**

Open Space Land	Open Space Land Description	Title or plan reference	Area of the Open Space Land	Equifitation Payment for Open Space Land	Funding Source	Timing for Payment / Credit
N/A	Public open space contribution as cash for all Stages of development	N/A	Equivalent to 3,595 square metres	\$755,580.00 to the Developer	Clause 53.01 of the Planning Scheme	Payment prior to issue of a Statement of Compliance for the last Stage







**Schedule 6C – Localised Infrastructure Projects**

Localised Infrastructure Project Number	Localised Infrastructure Project Description	Extent of Localised Infrastructure Project	Milestone for the completion of the Localised Infrastructure Project	Funding Source
9	Provision of land for Laneway – Commercial Access	From the eastern boundary to the western boundary of the Subject Land	Upon issue of a Certificate of Practical Completion for the Localised Infrastructure Project	Developer



**Mortgagee's Consent**

ANZ Fiduciary Services Pty Ltd ACN 100 709 493 as Mortgagee under instrument of mortgage no. AS030456H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed as a deed by ANZ Fiduciary Services Pty )  
Ltd ACN 100 709 493 by its attorney pursuant to )  
Power of Attorney a certified copy of which is filed in )  
Permanent Order Book No. 277 Page 036 Item 22 and )  
the Attorney declares that the Attorney has not )  
received any notice of revocation of such Power of )  
Attorney )



.....  
Signature of Witness

Simon Tait

.....  
Print full name

.....  
Signature of Attorney

GEHAN FERNANDO

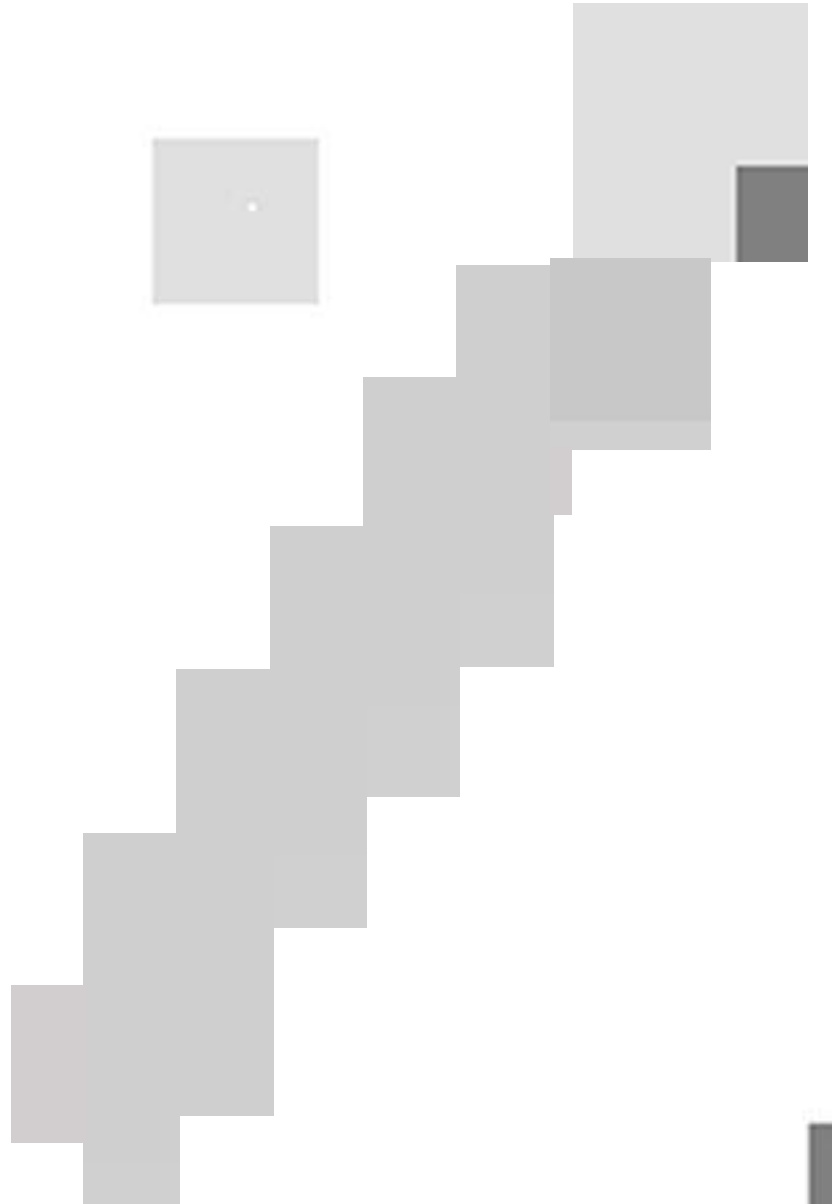
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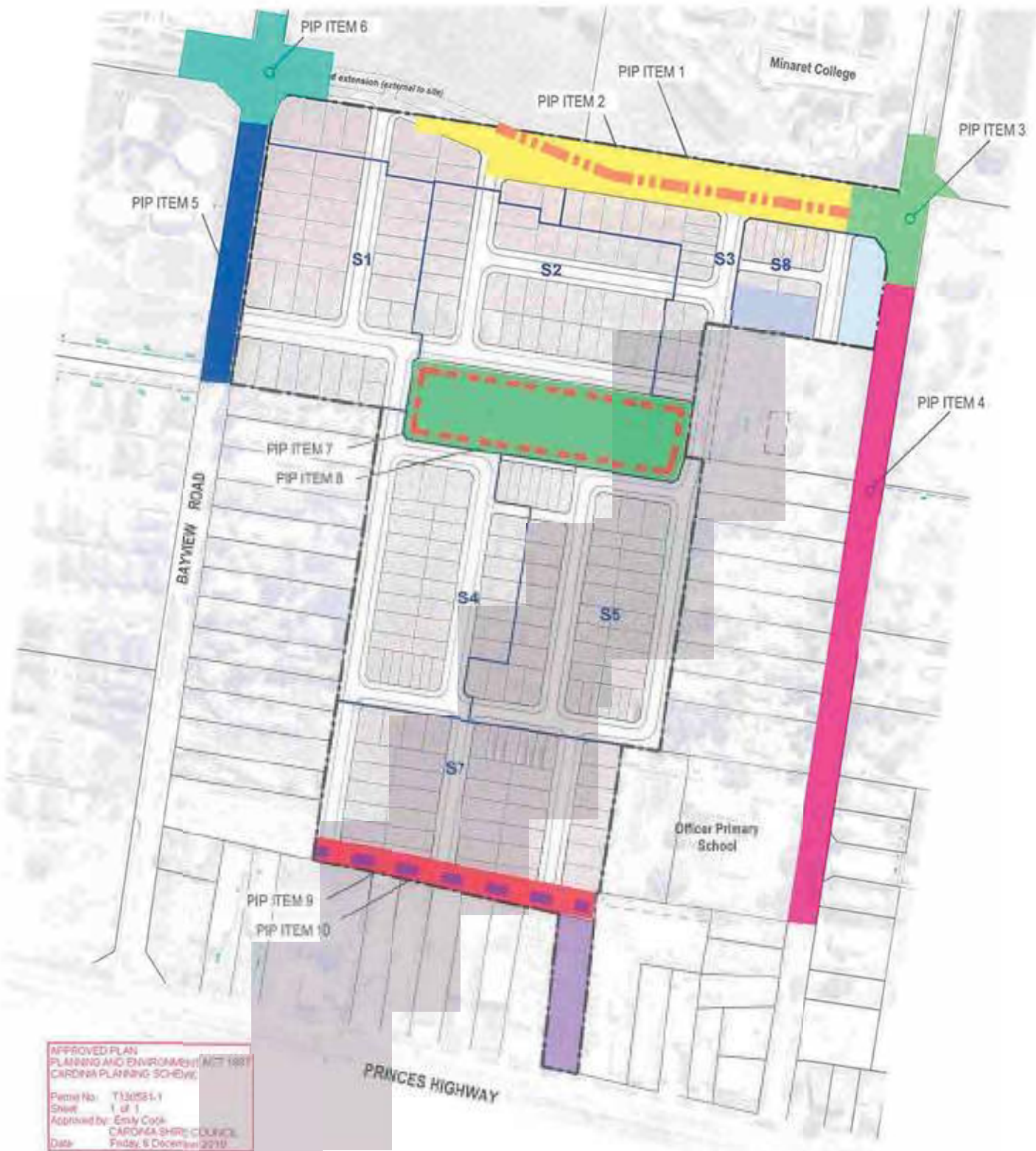


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## Attachment 1

### Public Infrastructure Plan





**APPROVED PLAN  
PLANNING AND ENVIRONMENT  
CARDINA PLANNING SCHEME**  
 Permit No: T130551.1  
 Sheet: 1 of 1  
 Approved by: Emily Cook  
 CARDINA SHIRE COUNCIL  
 Date: Friday, 6 December 2019

Item Number	Description	Developer Works (Not DCP Item)	Works in Lieu (of DCP payment)	DCP Reference	Responsibility for Construction (or acquisition)	Expected year for delivery*
1	Provision of land for East West Road B to a Connector Street Boulevard Standard (Section 3)	No	Yes	DI_RO_LA30b	Developer	2023
2	Construction of East West Road B to a Connector Street Boulevard Standard (Section 3)	No	Yes	DI_RO_03c	Developer	2024
3	Construction of Roundabout at East West Road B/Tivendale Road (complete western leg of Boulevard Road and footpath along western side of Tivendale Road only)	No	Yes	DI_TM_12	Developer	2024
4	Construction of Tivendale Road upgrade to a Connector Street - Constrained Type 2 (Section 4b) (western side footpath only)	No	Yes	DI_RO_07a	Developer	2021
5	Construction of Bayview Road upgrade to a Connector Street - Constrained Type 2 (Section 4b) (including western footpath)	No	Yes	DI_RO_06b	Developer	2018
6	Construction of Roundabout at East West Road B/Bayview Road	No	No	DI_TM_11	Others	2020
7	Provision of land for Local Park	Yes	No	N/A	Developer	2020
8	Construction of Local Park Improvements	No	Yes	DI_DS_06b	Developer	2018
9	Provision of land for Laneway - Commercial Access	Yes	No	N/A	Others	2021
10	Construction of Laneway - Commercial Access at the rear of Peripheral Commercial (North of Princes Highway) (Section M5a)	No	No	DI_RO_21	Developer	2021

**PIP Notes**  
 \* Where the PIP is for land in the Officer PSP area, the provision of land or extent of works to be credited (Value and/or %) to be determined as part of the related Section 173 Agreement.  
 \*\* Or as agreement in a related Section 173 Agreement registered on file.  
 The Officer PSP and Cardina Planning Scheme requires a 5.5% contribution towards Public Open Space  
 Open Space acquisition in accordance with the Officer PSP to be addressed as part of a Section 173 Agreement Registered on file.  
 Duplicable conditions to be installed to the satisfaction of the Responsible Authority.





# PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

Date amended:	What has been amended?
17 December 2019	Land Address amended under Section 71 – Correction of Mistakes

1. Deleted.
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.
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.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 1 of 20



Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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;
- 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;

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Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

- 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:*

- o) The relationship between the subject subdivision stage and surrounding land;
- p) Proposed linkages to future streets, open space, regional path network and upstream drainage;
- q) Works external to the subdivision, including both interim and ultimate access requirements;
- r) Intersections with Category 1 road showing interim and ultimate treatments;
- s) 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.

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# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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- 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.
- 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.

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# PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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 the first stage is certified under the *Subdivision Act 1988*, building design guidelines and fencing controls for the entire estate to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The guidelines must address the housing planning and design guidelines of the Officer Precinct Structure Plan and include measures to ensure:

a) Dwellings and garages do not dominate the streetscape.

b) Dwelling design provides for passive surveillance and attractive streetscapes.

c) Topography is suitably addressed through dwelling, fencing and retaining wall design.

d) Fencing visible from the public realm is minimised and, provides for passive surveillance and attractive streetscapes.

e) Address fencing for battle-axe lots.

f) Landscaping provides for passive surveillance and attractive streetscapes.

g) Only one (1) single dwelling is permitted each lot and lots may not be further subdivided.

To the satisfaction of the Responsible Authority

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# PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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.

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) Deleted.
- 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) Deleted.
- g) The upgrade of Bayview Road.
- h) The upgrade of Tivendale Road.
- i) The staging sequence.
- j) Deleted.

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# PLANNING PERMIT

Form 4

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

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ADDRESS OF THE LAND:

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE 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.
- 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.

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# PLANNING PERMIT

*Planning Scheme:* Cardinia Planning Scheme  
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PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

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THIS PERMIT ALLOWS:

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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.

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).

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Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT

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

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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.

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;

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# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 PS144824, 46 Bayview Road, Officer

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**THIS PERMIT ALLOWS:** Multi-lot subdivision and associated works, subdivision adjacent to land within a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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- 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. Before the plan of subdivision for Stage 7 is certified under the *Subdivision Act 1988*, a sightlines assessment for lots adjoining the laneway must be submitted and approved by 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.
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.

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# PLANNING PERMIT

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

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ADDRESS OF THE LAND:

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Multi-lot subdivision and associated works, subdivision adjacent to land within a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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.
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".

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Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

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Multi-lot subdivision and associated works, subdivision adjacent to land within a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

- 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 Co-ordinates must be MGA zone 55 (GDA 94). Please refer to the A-SPEC website for further information: [www.dspeg.com.au](http://www.dspeg.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.
- 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.

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# PLANNING PERMIT

Form 4

*Planning Scheme:* Cardinia Planning Scheme  
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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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

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# PLANNING PERMIT

Form 4

*Planning Scheme:* Cardinia Planning Scheme  
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PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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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.
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.

### Public Transport Victoria

48. 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.
49. 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.

### APA Group

50. Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
51. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

### AusNet Services

52. The Plan of Subdivision submitted for certification must be referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the Subdivision Act 1988.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

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Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.



# PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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53. The applicant must:

- a) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
- b) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
- c) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
- d) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- e) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
- f) Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
- g) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
- h) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- i) Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.

- k) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

### South East Water

54. The owner of the subject land must enter into an agreement with South East Water for the provision of drinking water supply and fulfil all requirements to its satisfaction.
55. 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.
56. 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.
57. All lots on the Plan of Subdivision are to be provided with separate connections to our drinking water supply, recycled water supply and sewerage systems.
58. Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the Subdivision Act 1988.
59. The certified Plan of Subdivision will need to show sewerage supply easements over all existing and/or proposed South East Water sewer mains located within the land, to be in favour of South East Water Corporation pursuant to Section 12(1) of the Subdivision Act.

### Melbourne Water

60. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
61. Drainage reserve widths must be in accordance with the Officer Precinct Structure Plan.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

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Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T130581-2

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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

62. Prior to Certification of any plan of Subdivision which proposes create a Lot or Superlot for the area zoned commercial, the proposed drainage infrastructure which traverses the commercial area must be submitted to and approved by Melbourne Water, Council, and other relevant authority.
63. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
64. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
65. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
66. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
67. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
68. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
69. 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 Water's Land Development Manual.
70. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
71. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
72. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

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# PLANNING PERMIT

*Planning Scheme:* Cardinia Planning Scheme  
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## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

73. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.
74. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses.

### Expiry:

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

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

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THE FOLLOWING CONDITIONS WILL APPLY TO THE 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.

Please note the timeframes detailed in the 'Expiry of Permit' relate to the Date Issued, not the Date Amended.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 19 of 20



Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# 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?

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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?

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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 the relevant 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



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

Form 4

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 13 of 20



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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.

### Public Transport Victoria

48. 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.
49. 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.

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### AusNet Services

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- b) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
- c) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
- d) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- e) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
- f) Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
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- h) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- i) Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
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Date Issued: 24 March 2014

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Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.

- k) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

### South East Water

54. The owner of the subject land must enter into an agreement with South East Water for the provision of drinking water supply and fulfil all requirements to its satisfaction.
55. 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.
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58. Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the Subdivision Act 1988.
59. The certified Plan of Subdivision will need to show sewerage supply easements over all existing and/or proposed South East Water sewer mains located within the land, to be in favour of South East Water Corporation pursuant to Section 12(1) of the Subdivision Act.

### Melbourne Water

60. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
61. Drainage reserve widths must be in accordance with the Officer Precinct Structure Plan.

Date Issued: 24 March 2014

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Signature for the Responsible Authority:

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ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

62. Prior to Certification of any plan of Subdivision which proposes create a Lot or Superlot for the area zoned commercial, the proposed drainage infrastructure which traverses the commercial area must be submitted to and approved by Melbourne Water, Council, and other relevant authority.
63. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
64. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
65. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
66. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
67. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
68. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
69. 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 Water's Land Development Manual.
70. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
71. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
72. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 17 of 20



Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.



# PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T130581-2

ADDRESS OF THE LAND:

L2 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 a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

73. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.
74. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses.

### Expiry:

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

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 18 of 20



Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.



# PLANNING PERMIT

*Planning Scheme:* Cardinia Planning Scheme  
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ADDRESS OF THE LAND:

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THIS PERMIT ALLOWS: Multi-lot subdivision and associated works, subdivision adjacent to land within a Road Zone Category 1 and works within the Land Subject to Inundation Overlay, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS WILL APPLY TO THE PERMIT:

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### 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.

Please note the timeframes detailed in the 'Expiry of Permit' relate to the Date Issued, not the Date Amended.

Date Issued: 24 March 2014

Date Corrected: 17 December 2019

Signature for the Responsible Authority:

Page 19 of 20



Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

774761

## APPLICANT'S NAME & ADDRESS

CHLOE LIANG C/- GXS  
MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINERS  
PTY LTD

## PURCHASER

TBC

## REFERENCE

1079813

This certificate is issued for:

LOT D PLAN PS836057 ALSO KNOWN AS TIMBERTOP BOULEVARD 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>)

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

08 September 2021

**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

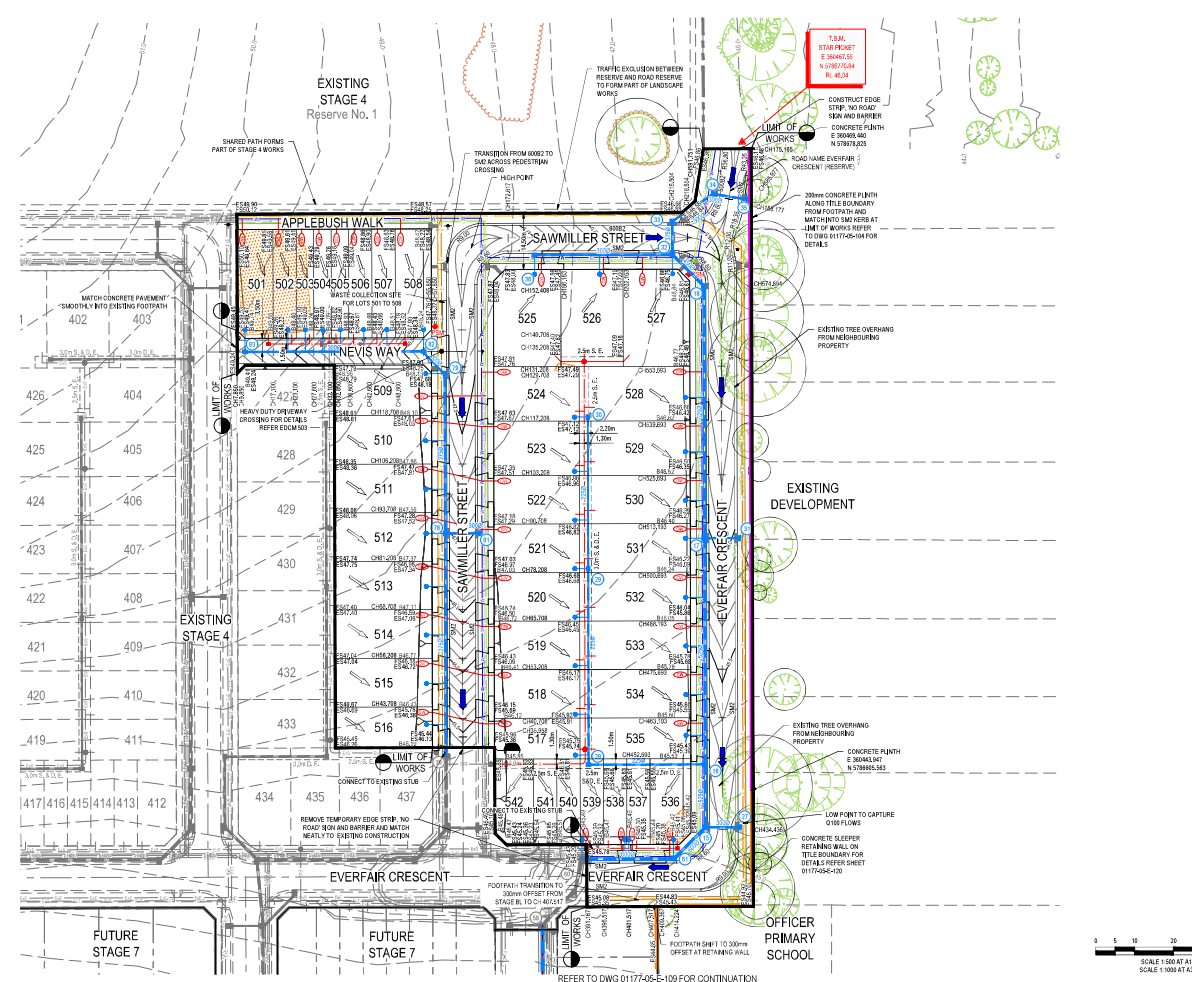
### *Why rely on anything less?*

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.



- NOTES:**
1. ALL EXISTING SERVICES UNDER NEW PAVEMENTS, PATHS AND VEHICLE CROSSINGS TO BE BACKFILLED WITH FILL.
  2. ALL EXISTING PITS AND MANHOLES WITHIN NEW WORKS TO BE ADJUSTED TO MEET 1% MATCH WITH EXISTING SURFACE.
  3. ALL EXISTING SEWER PROPERTY BRANCHES AND HOUSE DRAINS DAMAGED BY WORKS TO BE REPLACED BY CONTRACTOR.
  4. ALL EXISTING OPEN DRAINS TO BE GRADED, DECELUDED AND BRICKLINED TO LEVEL WITH SURROUNDINGS.
  5. ALL PRAM CROSSINGS TO BE ADA COMPLIANT.
  6. VEHICLE EXCLUSION MEASURES BETWEEN RESERVE AND ROAD RESERVE TO FORM PART OF LANDSCAPE WORKS.
  7. ALL CONCRETES ARE TO AN.
  8. THE USE OF DIRECTIONAL AND HAZARD PAVEMENT MARKERS MUST ACCORD WITH SECTION 2.2.1.1 OF AS/NZS 1610.0.0.
  9. CONTRACTOR TO CONFIRM WITH TENDERS REPRESENTATIVE PRIOR TO THE REMOVAL OF ANY TREES.
  10. ALL DIMENSIONS SHOWN ON PLANS REFER TO THE FACE.
  11. CONTRACTOR TO LOCATE ALL EXISTING ASSETS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CHANGE TO EXISTING ASSETS TO BE REFLECTED AT CONTRACTORS EXPENSE.
  12. CONTRACTOR TO VERIFY DEPTH OF EXISTING SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

TBM SCHEDULE			
TYPE	EASTING	NORTHING	RL
STAR PEG	3046735	5187126	40.6
STAR PEG	3046234	5186636	52.6
STAR PEG	3046144	5186643	43.9



**WARNING**  
 BEWARE OF UNDERGROUND SERVICES  
 THE LOCATION OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE FOUND ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. A MOST ENQUIRY ON THIS MUST BE MADE BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORKS.

**WARNING**  
 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE SETOUT INFORMATION PROVIDED ON THIS PLAN WITH THE SURVEYOR. THE INFORMATION IS NOT LIMITED TO ITEMS SUCH AS LENGTHS, COORDINATES, SETOUT DIMENSIONS AND PECEDED TILES BY THE SURVEYOR'S LICENSED SURVEYOR.

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

<b>LEGEND</b> PROPOSED DRIVEWAY: [Symbol] PROPOSED DRIVEWAY: [Symbol] EXISTING DRIVEWAY: [Symbol] PROPOSED SIDEWALK: [Symbol] PROPOSED SIDEWALK: [Symbol] EXISTING SIDEWALK: [Symbol] PROPOSED FOOTPATH: [Symbol] PROPOSED FOOTPATH: [Symbol] EXISTING FOOTPATH: [Symbol] PROPOSED ROADWAY: [Symbol] PROPOSED ROADWAY: [Symbol] EXISTING ROADWAY: [Symbol] PROPOSED ASPHALT: [Symbol] PROPOSED ASPHALT: [Symbol] EXISTING ASPHALT: [Symbol] PROPOSED CONCRETE: [Symbol] PROPOSED CONCRETE: [Symbol] EXISTING CONCRETE: [Symbol]				hillstowe by Hill Property Group				DESIGNED: LJO AUTHORIZED: JOY CHECKED: MP AUTH DATE: 06/08/2021 CAD REF: 01177-05-E-109				CARDINA SHIRE COUNCIL 415 PRINCES HIGHWAY, OFFICER VIC 3809 HILLSTOWE ESTATE, STAGE 5 DETAIL LAYOUT PLAN SHEET 1 OF 2				SCALE: 1:100 @ A1 SIZE VERSION: A SHEET: 9 OF 16 DRAWING NO.: 01177-05-E-108			
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REV	DATE	REASON	APPD.
A	XXXXXXXXXX	PRELIMINARY ISSUE	

Chloe Liang  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT D TIMBERTOP BOULEVARD  
OFFICER 3809  
D PS 836057

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62T//00040/00133	LANDATA CER 53789190-022-0	13 SEPTEMBER 2021	39791758

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

### (b) By South East Water

**TOTAL UNPAID BALANCE** \$0.00

- 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.
- 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.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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



- 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.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 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.

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.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

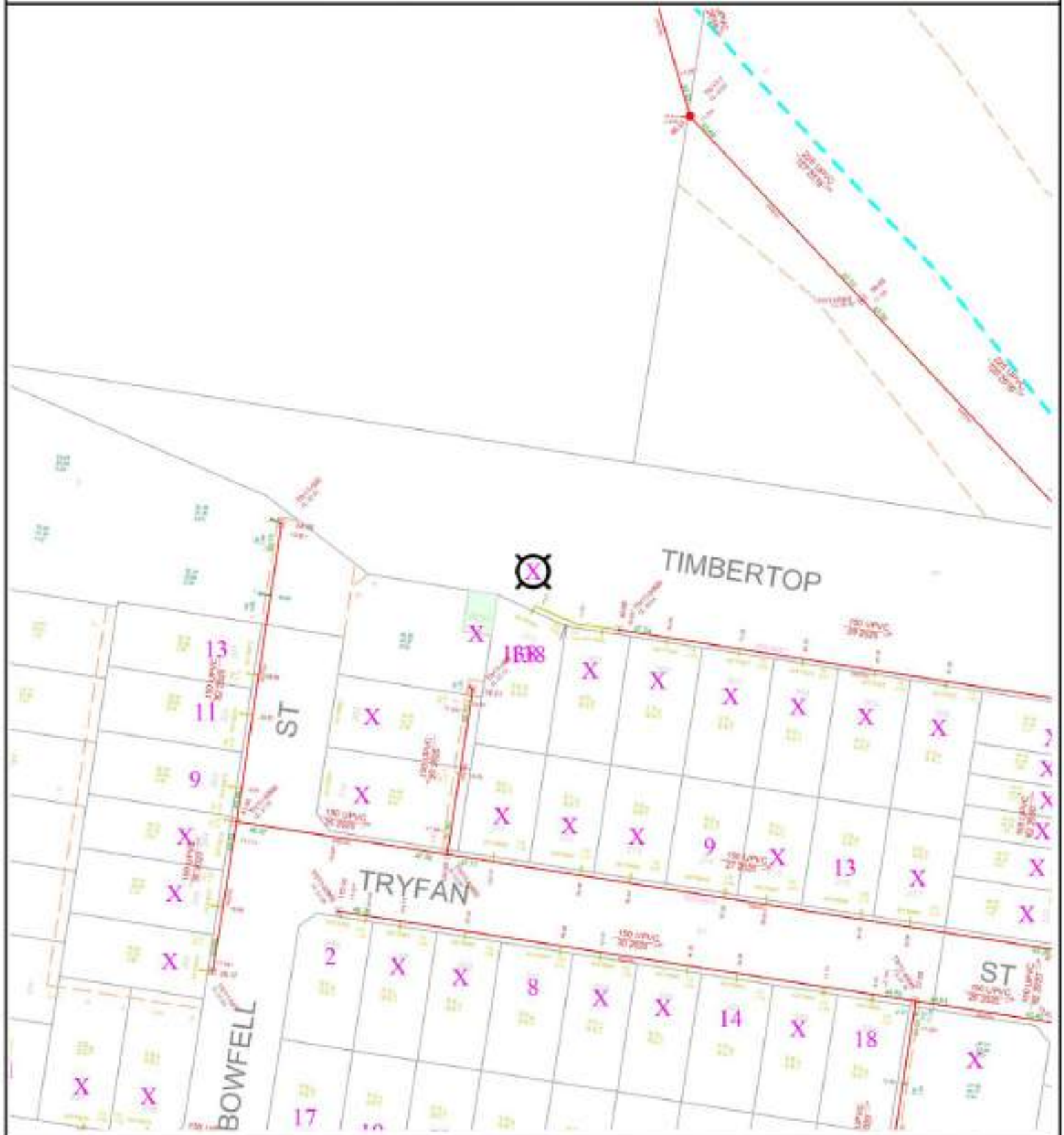
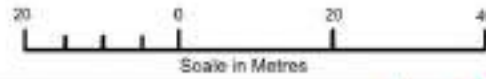
AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

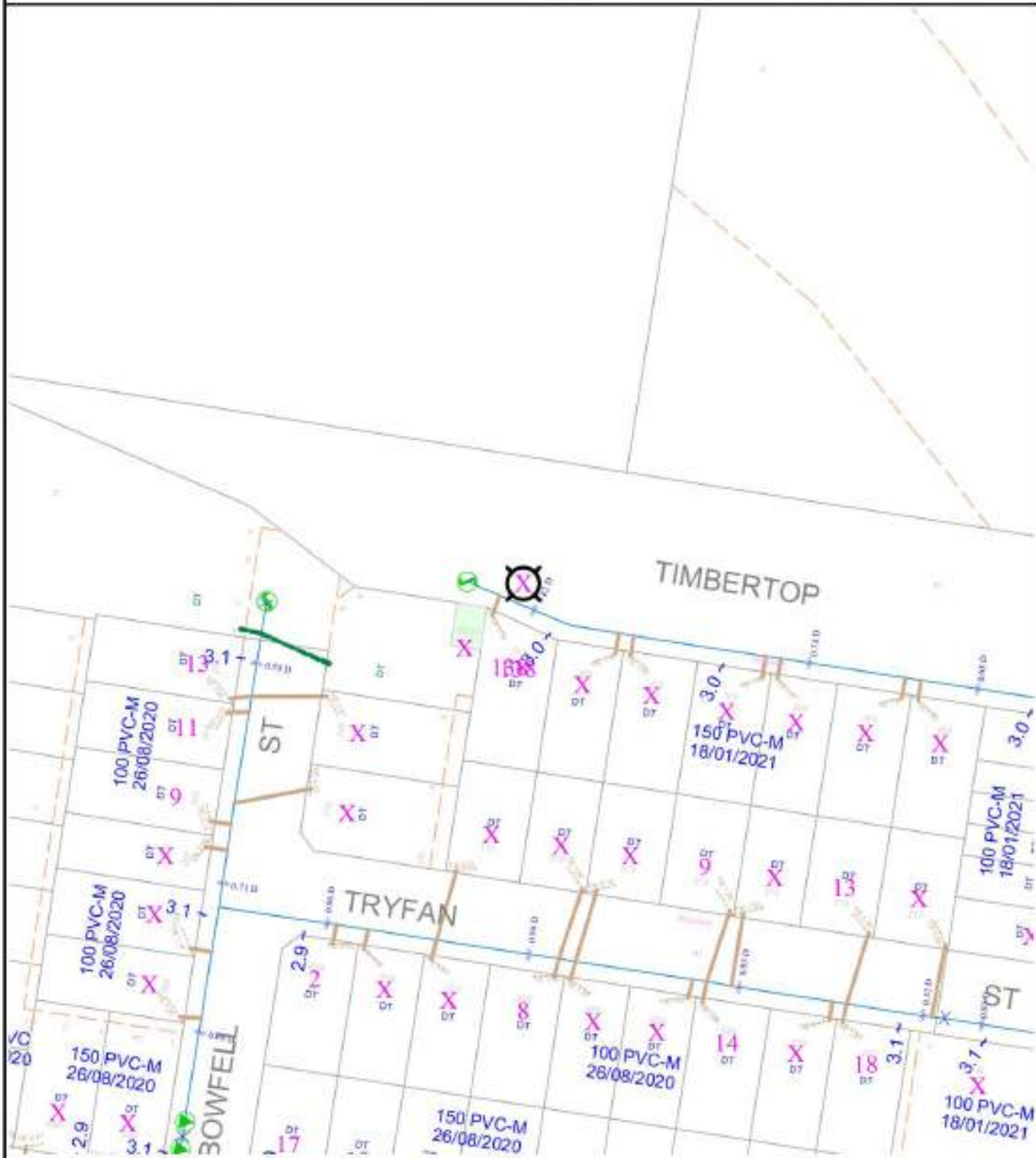
**South East Water**  
**Information Statement Applications**  
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**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It 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 CH&S Regulations. Abandoned and currently unused assets are shown in orange.

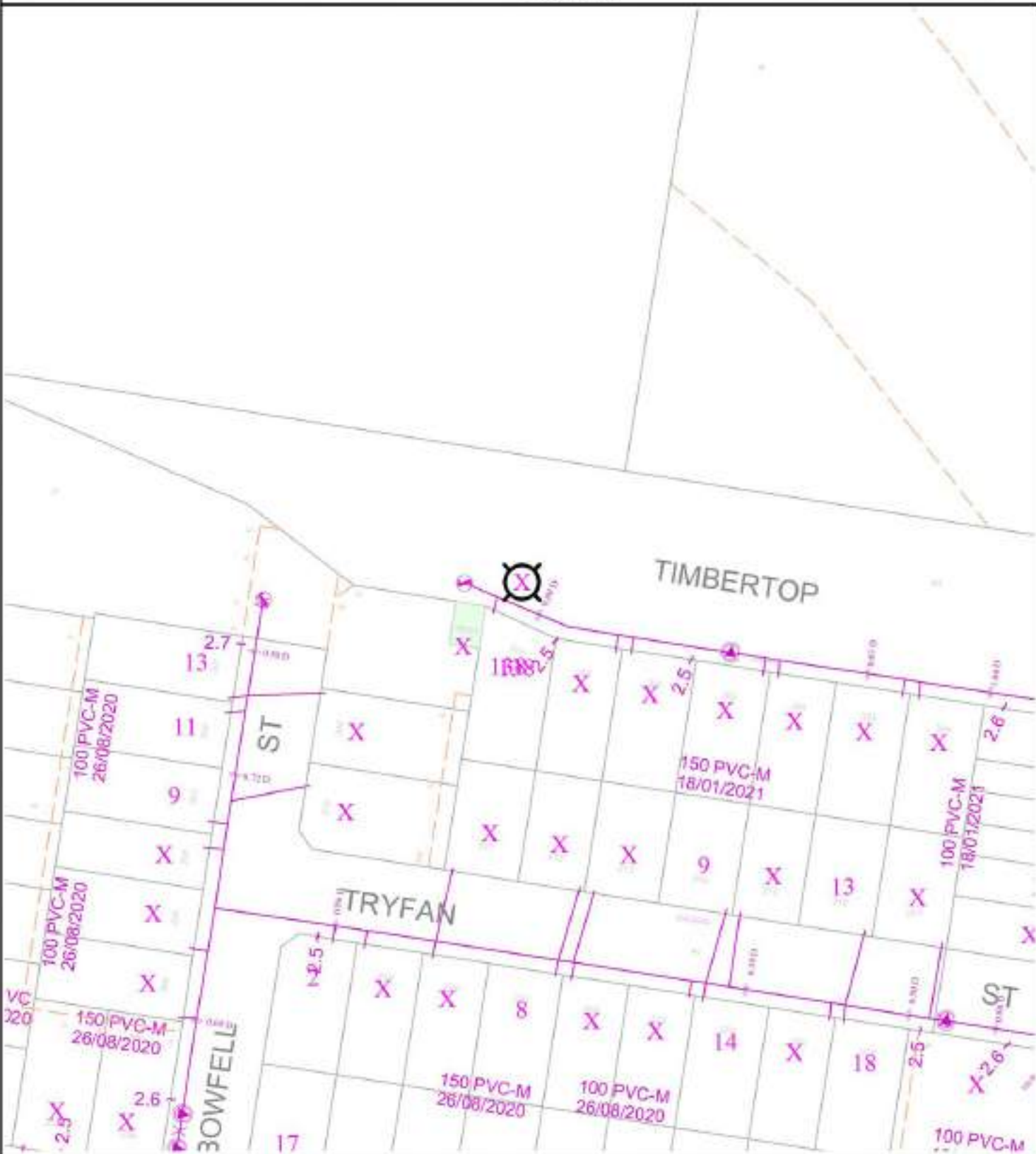
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



**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 & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary





**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 & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

# Property Clearance Certificate

## Taxation Administration Act 1997



CHLOE LIANG

**Your Reference:** LD:53789190-008-4.1079813

**Certificate No:** 48735853

**Issue Date:** 09 SEP 2021

**Enquiries:** MXM0

**Land Address:** TIMBERTOP BOULEVARD OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47947350	D	836057	12299	650	\$0.00

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

**Purchaser:** TBC

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OFFICER PROPERTY UNIT TRUST	2021	\$987,856	\$18,349.94	\$0.00	\$0.00

**Comments:** Land Tax of \$18,349.94 has been assessed for 2021, an amount of \$18,349.94 has been paid.

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
---------------------	------	------------------	------------------	-------

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:** \$0

**SITE VALUE:** \$987,856

**AMOUNT PAYABLE:** \$0.00

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48735853

---

## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,914.28

Taxable Value = \$987,856

Calculated as \$975 plus ( \$987,856 - \$600,000) multiplied by 0.500 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 48735853

**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: 48735853

**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)

Chloe Liang  
E-mail: certificates@landata.vic.gov.au

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Statement for property:  
LOT F TIMBERTOP BOULEVARD  
OFFICER 3809  
F PS 836057

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REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62T//00040/00134	LANDATA CER 54194214-022-0	15 SEPTEMBER 2021	39816365

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

### (b) By South East Water

**TOTAL UNPAID BALANCE** \$0.00

- 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.
- 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.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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



- 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.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 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.

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.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

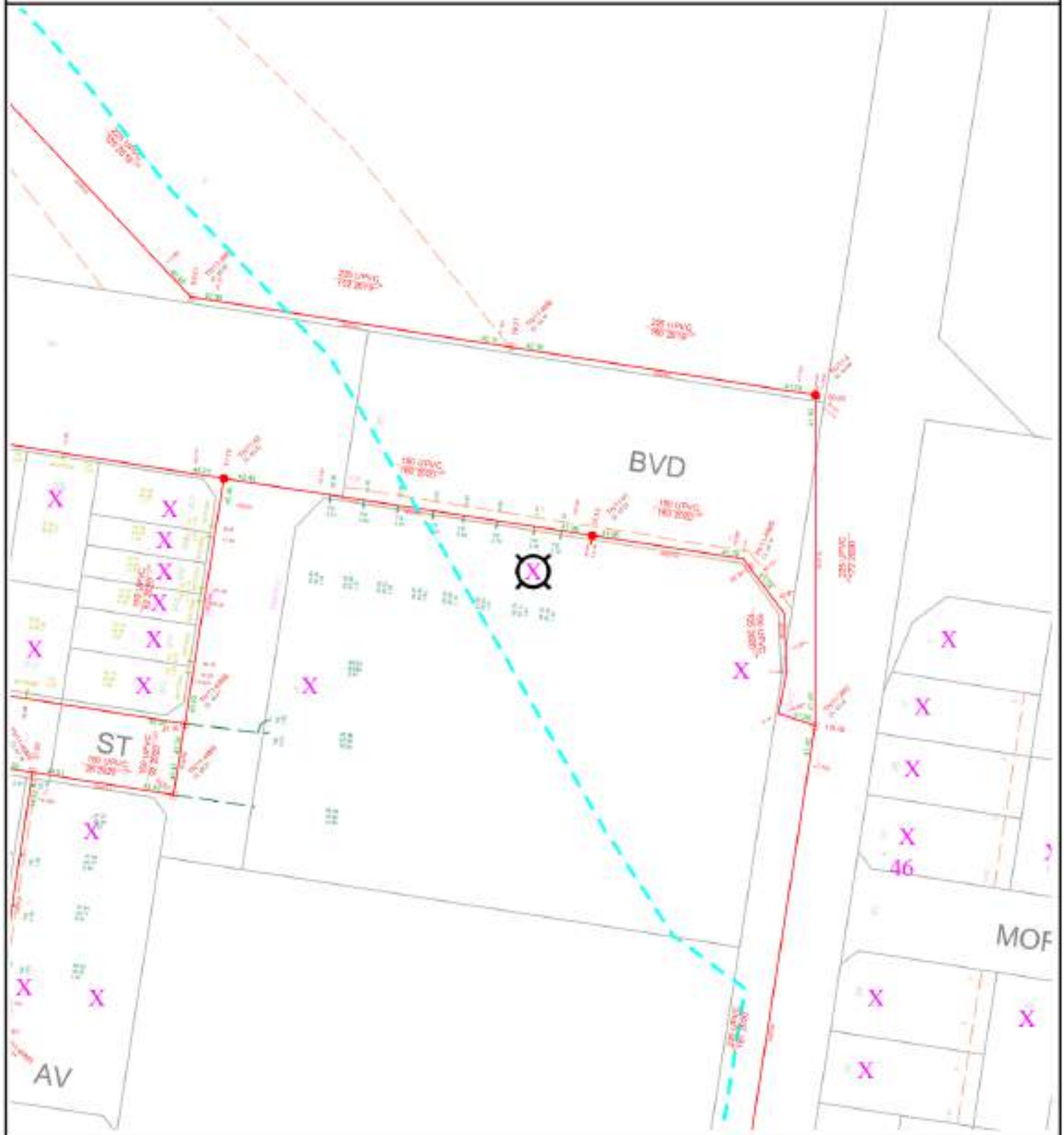
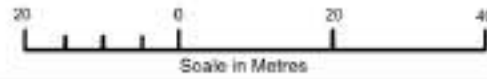
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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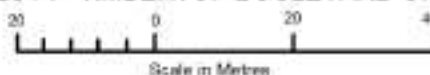
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. 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 CH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		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.

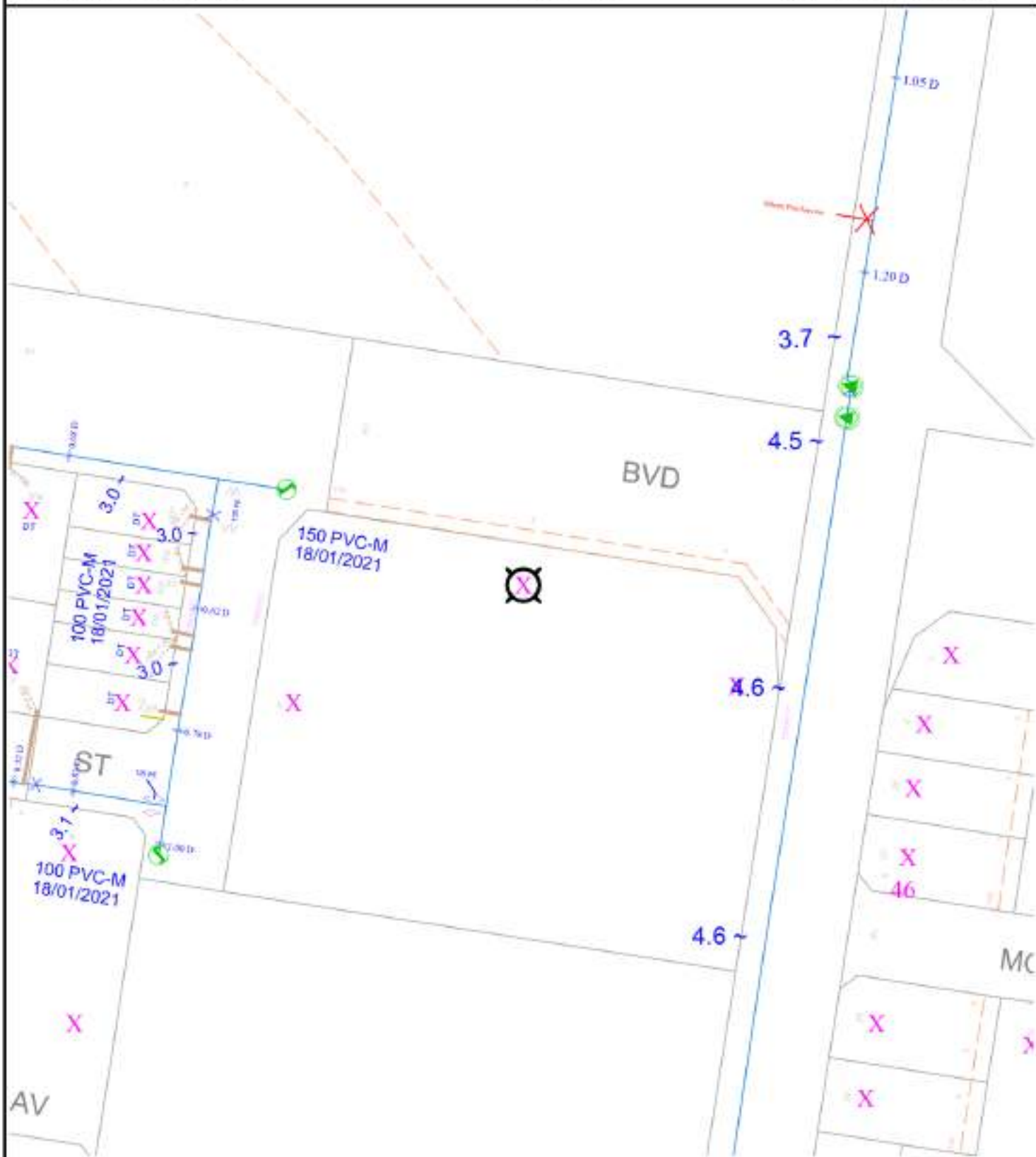


Property: Lot F LOT F TIMBERTOP BOULEVARD OFFICER 3809

Case Number: 39816365



Date: 15SEPTEMBER2021



**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		Water Main Valve
	Easement		Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

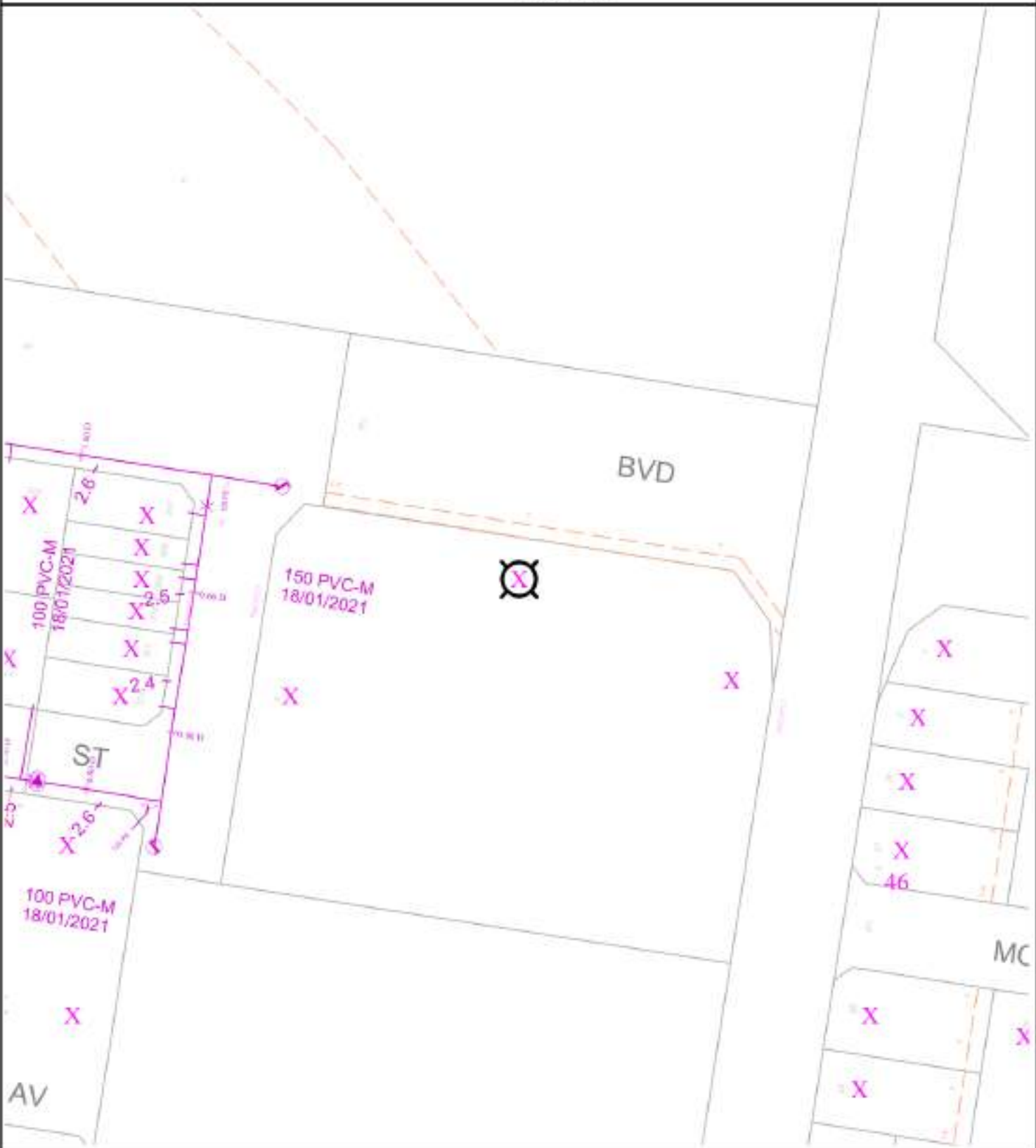




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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			-1.0 Offset from Boundary

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 07 September 2021 02:25 PM

## PROPERTY DETAILS

Address: **TIMBERTOP BOULEVARD OFFICER 3809**  
 Lot and Plan Number: **Lot D PS836057**  
 Standard Parcel Identifier (SPI): **D\PS836057**  
 Local Government Area (Council): **CARDINIA**  
 Council Property Number: **5000031282**  
 Planning Scheme: **Cardinia**  
 Directory Reference: **Melway 214 H2**

[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**

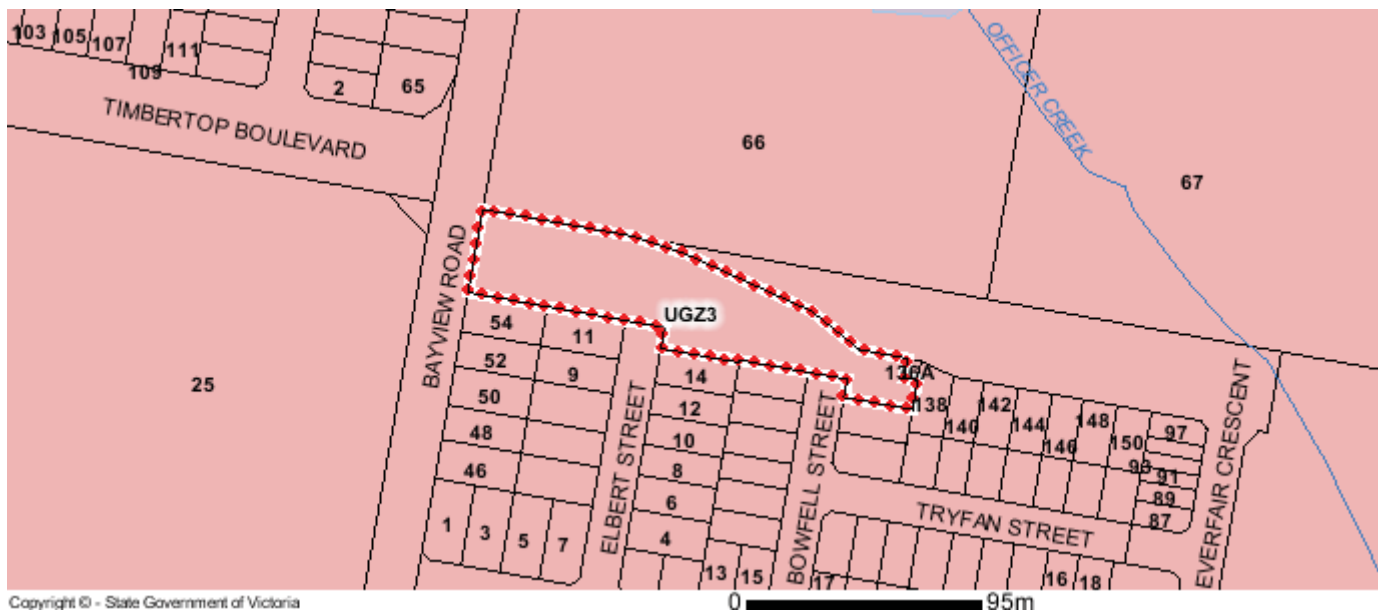
## STATE ELECTORATES

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

## Planning Zones

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

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



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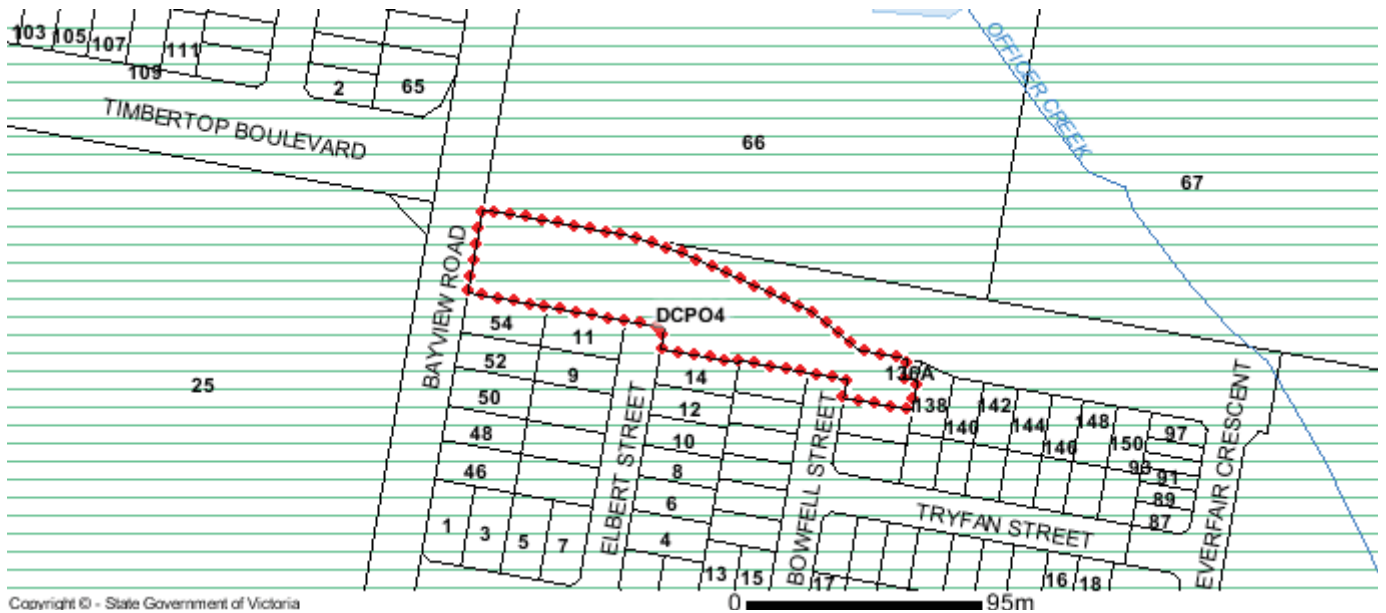
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



## Planning Overlay

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

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



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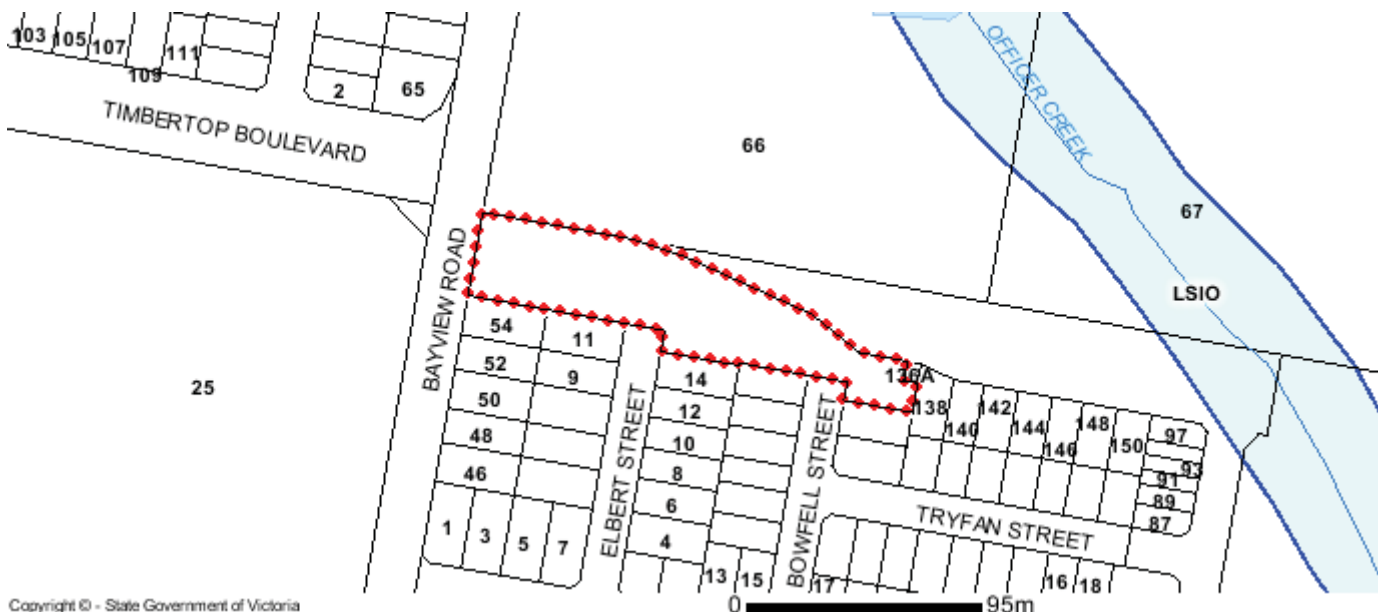
DCPO - Development Contributions Plan

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



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LSIO - Land Subject to Inundation

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

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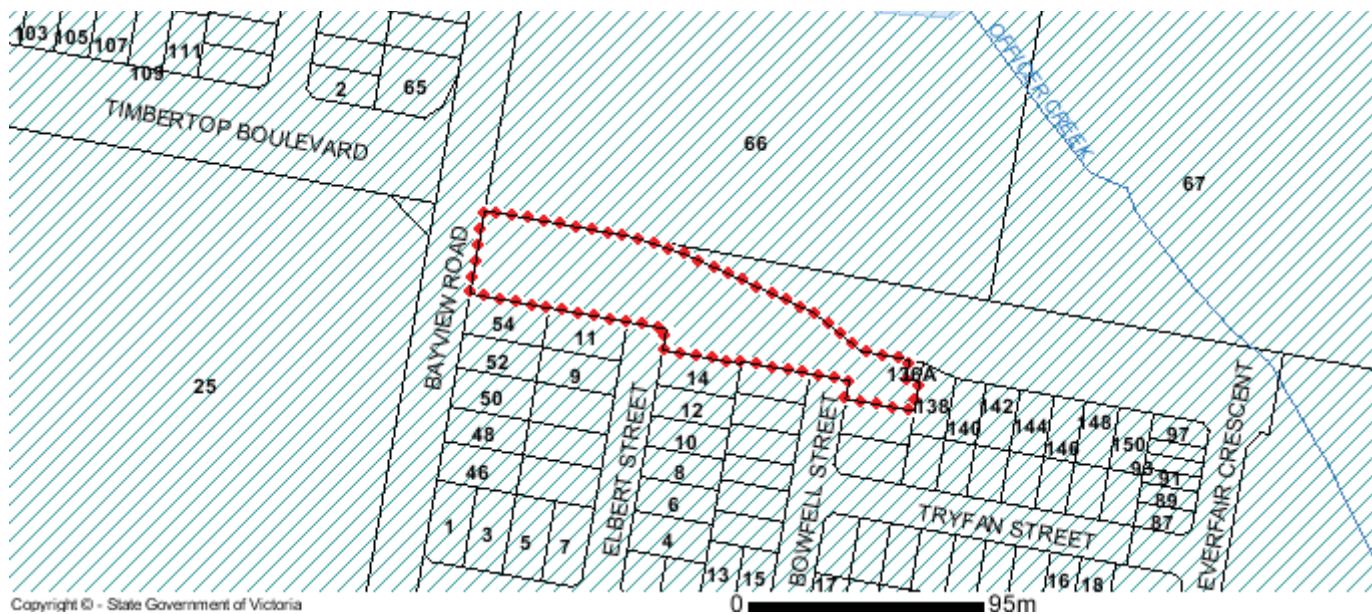
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## Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Melbourne Strategic Assessment Area

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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

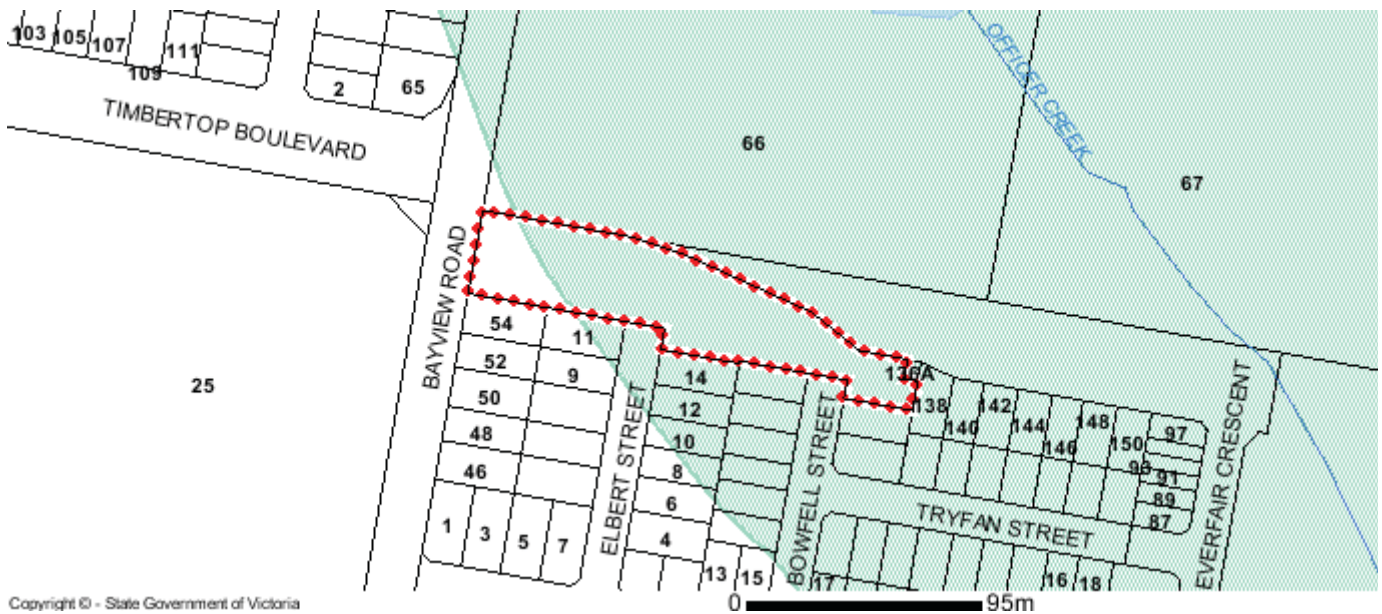
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



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Aboriginal Heritage

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## Further Planning Information

Planning scheme data last updated on 31 August 2021.

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

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

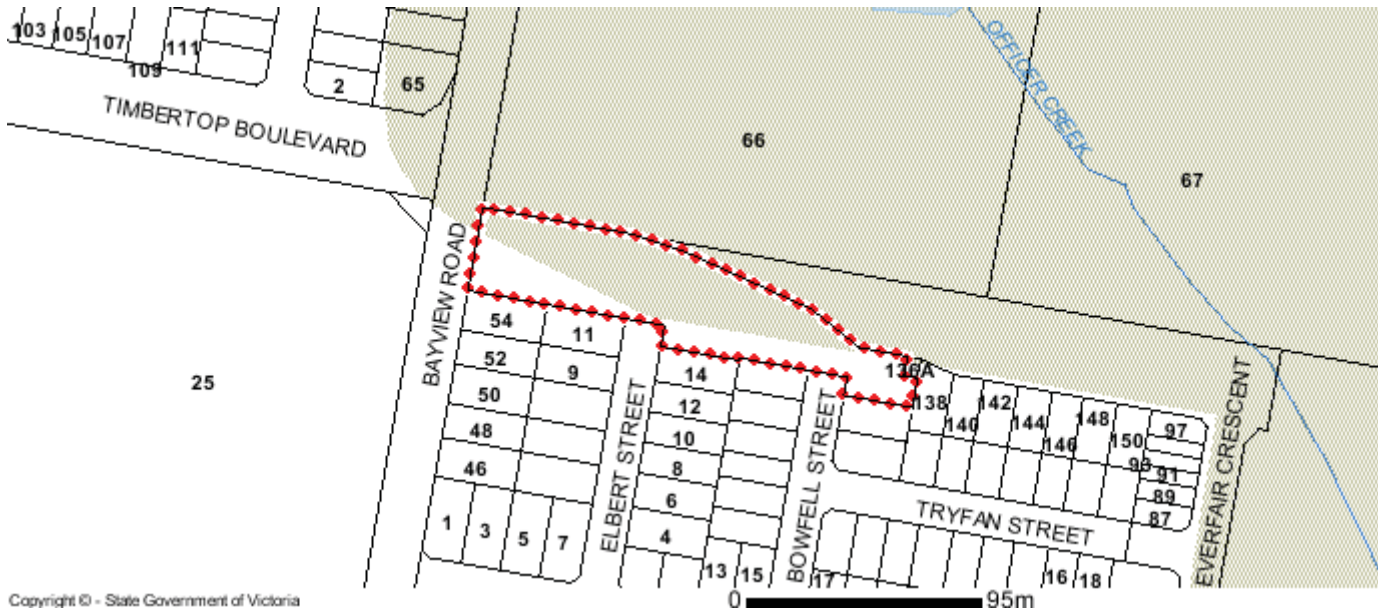
For details of surrounding properties, use this service to get the Reports for properties of interest.

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


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

## Designated Bushfire Prone Area

This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.



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 Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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



## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Chloe Liang**

CERTIFICATE NO:  
**53789190**

PROPERTY ADDRESS:  
**TIMBERTOP BOULEVARD OFFICER**

PARCEL DESCRIPTION:  
**Lot D PS836057H**

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.

**Fiona McMahon**  
**Heritage Officer (Registry)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 10 September 2021**

*Note: This Certificate is valid at the date of issue.*





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Chloe Liang  
Level 8, 447 Collins Street  
MELBOURNE 3000

Client Reference: 1079813

NO PROPOSALS. As at the 15th September 2021, 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®.

TIMBERTOP BOULEVARD, 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: 15th September 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 54188961 - 54188961101107 '1079813'**

# Extract of EPA Priority Site Register

Page 1 of 2



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

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: TIMBERTOP BOULEVARD

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: 15th September 2021

## 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; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites 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:

[Extract of Priority Sites Register] # 54190275 - 54190275103446  
'1079813'



## Extract of EPA Priority Site Register

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

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



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

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Date of issue: 15th September 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 54193810 - 54193810114621 '1079813'**



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Date of issue: 15th September 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 54188961 - 54188961101107 '1079813'**

# Extract of EPA Priority Site Register

Page 1 of 2



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## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: TIMBERTOP BOULEVARD

SUBURB: OFFICER

MUNICIPALITY: CARDINIA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 214 Reference H2

DATE OF SEARCH: 15th September 2021

## PRIORITY SITES REGISTER REPORT:

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[Extract of Priority Sites Register] # 54193810 - 54193810114621  
'1079813'





## Extract of EPA Priority Site Register

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

# Extract of EPA Priority Site Register

Page 1 of 2



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



Design Guidelines

JANUARY 2020



live life connected

hillstowe

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Front cover: Boutique Homes  
Montpellier 43 Grande façade















## Vision

Hillstowe gives families the opportunity to enjoy country town living in a brand new community. 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, anchored by a central park. Hillstowe offers a laid back, relaxed and family oriented 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. Builders Checklist**
- 3. Greenhouse Gas Omissions Reduction Checklist**
- 4. 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.
- 5. Floor Plans (scale 1 : 100)**  
Must indicate key dimensions and window positions.
- 6. 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 and retaining walls. (Alternatively, the latter can be indicated on a cross section at a minimum scale of 1 : 100.)
- 7. External Colour and Material Selection**  
Including brands, colour names and colour swatches where possible.

### Send submissions to:

Hillstowe Design Review Panel

e: [designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au)

## 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 submitted 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.

At least the toilets and irrigation must be connected to Hillstowe's third pipe water supply.

## 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.



## Sustainability

Hillstowe is being designed and built to meet the Urban Development Institute of Australia's 'EnviroDevelopment' certification. This provides independent verification of Hillstowe's sustainability performance, which includes the performance of homes built in the Hillstowe community.

Each home is **strongly recommended** to achieve a minimum 7 star National House Energy Rating Scheme (NatHERS) Rating, by using NatHERS accredited software tools such as AccuRate, B.E.R.S or FirstRat5.

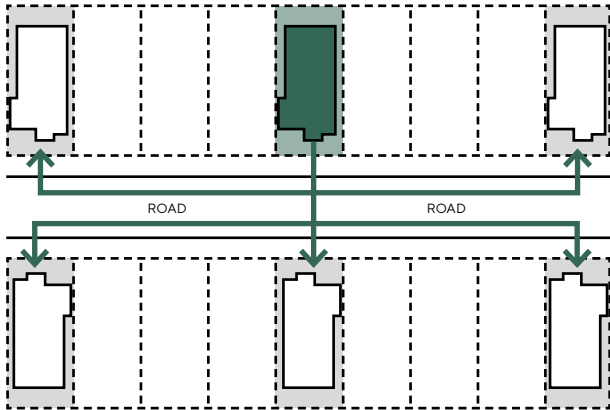
Refer to [www.nathers.gov.au](http://www.nathers.gov.au) for more details.



## Identical Façades

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 façade.

## 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%.

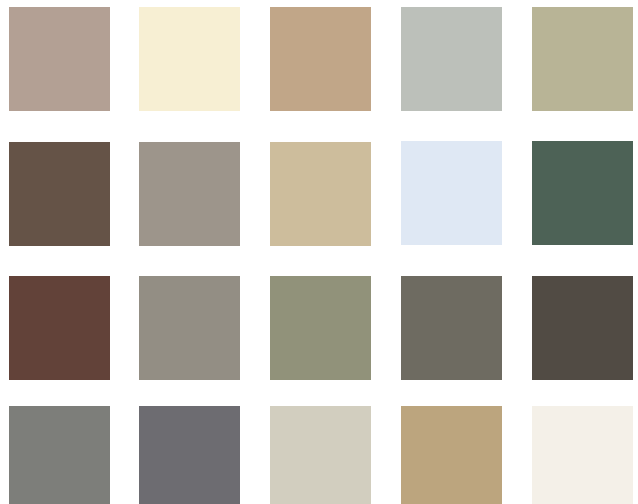
Materials used on the façade must return a minimum 3m to non-corner lots.

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 and 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 façade 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.

Meter boxes should, where possible be located on the opposite side on the secondary frontage or reserve. In the instant where the meter box cannot be located on the opposite side it must be colour coordinated to the wall it is attached to.





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## 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.

The garage door must be sectional or panel lift.

Roller doors are not permitted where visible to the public.

Carports are not permitted.

### 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.



## 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.

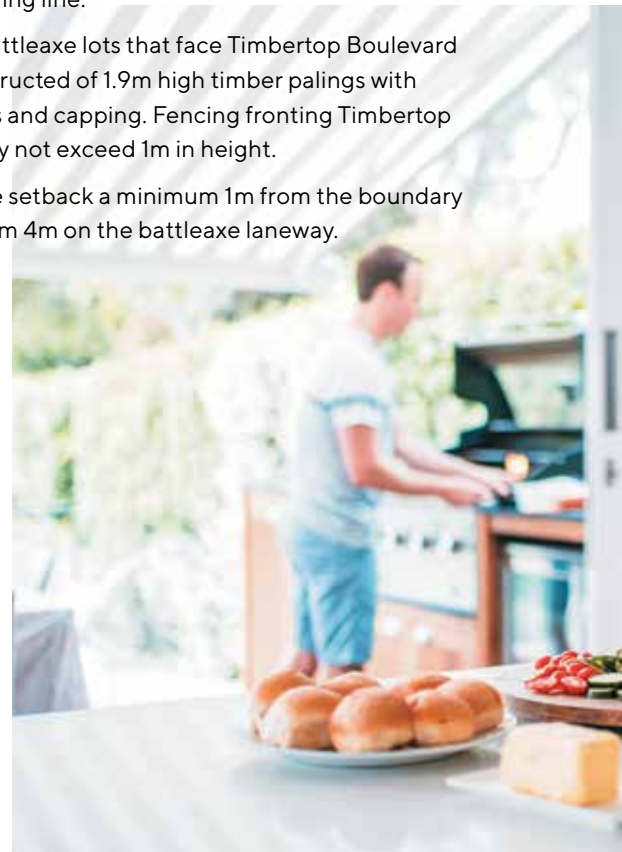
Side and rear fencing must be constructed of 1.9m high timber palings and finish a minimum 2m behind the main building line.

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 DRP 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 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 utilisation 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 Postal Standards. A letterbox on a single post will not be permitted.

Roller shutters are not permitted where visible to the public.





# hillstowe

415 Princes Highway, Officer VIC 3809

T: 1300 159 138

E: [hillstowe@avid.com.au](mailto:hillstowe@avid.com.au)

[hillstoweliving.com.au](http://hillstoweliving.com.au)

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**AVID**  
Property Group

Lot Number

Street

**Owners Details**

Name/s

Contact Number

Postal Address

**Builder Details**

Company

Contact Person

Contact Number

Email

Postal Address

**Attachment Checklist for Developer Approval**

- Application Form
- Builders Checklist
- Reduction Checklist
- Site Plan, Floor Plan/s and Elevations with 6 Star Energy Rating Stamp
- 6 Star Energy Rating Report
- External Colours and Materials

415 Princes Highway, Officer VIC 3809

T: 1300 159 138

E: hillstowe@avid.com.au

**hillstoweliving.com.au**

live life connected



Please complete this two page Builders Checklist and supply with your application for Developer Approval.  
Send submissions to: [designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au)

Design Guidelines	Y	N	N/A
One dwelling only			
No Further Subdivision			
Dwelling and Garage sites within the Building Envelope			
Encroachments into setbacks are in accordance with Rescode			
6 Star energy report and stamped plans provided			
Indoor and outdoor living areas orientated to the north			
Dwelling connected to Recycled Water			
Reduction Checklist filled out and provided to DRP where required			
Front façade is not within three house lots of a similar façade			
2590mm ceiling heights to ground floor of double storey and all single storeys			
Battleaxe lot faces Timbertop Boulevard with driveway access via laneway			
Entry projects from main building line			
Entry has a minimum 1.5m depth and minimum 1.6m width			
One habitable room window faces street			
Minimum two materials have been provided to the façade			
Both materials equate to a minimum 30% each			
Full rendered façade has two separate colours at 30% each			
Materials return to side elevation a minimum 3.0m			
Lightweight materials have not been used above windows and doors on the façade			
Material above windows and doors match the surrounding material			
External colour selection provided			
Skillion, Gable or Pitch roof form used			
Minimum roof pitch of 22°			
450mm eaves to façade with a minimum 3.0m return			
450mm eaves to entire roof line of a double storey			
Roof materials is low reflectivity			
Windows used on secondary frontage match the façade windows			
External wall steps in a minimum 300mm for every 10m wall length to a minimum 1.0m of secondary frontage or a minimum 2.0m contrasting material or colour			
One habitable room window is forward of the side boundary fencing on single storey			
One habitable room windows is forward of the side boundary fencing on both levels of a double storey			
At least 50% of rooms on secondary frontage have windows facing that boundary			
No blank walls for the entire secondary frontage			
Treatment continues to the fence line			
Meter box where on secondary frontage blends to the wall its attached			
Garage is incorporated into the dwelling roof line			
Garage is setback a minimum 5.0m from the front boundary			



Design Guidelines	Y	N	N/A
Garage is a minimum 840mm behind main building lines			
Single storey garages opening does not exceed 40% of the lot width when 12.5m or greater			
Double storey garage opening does not exceed 25% of the area of the front façade on lots 12.5m wide or greater			
Single garage only on lots less than 12.5m wide for all single storey dwellings			
Double storey garage opening does not exceed 25% of the area of the front façade on lots less than 12.5m wide			
Garage door is a sectional or panel lift			
Roller door where used is not visible to the public			
Carport has not been provided			
Only one driveway permitted			
Driveway does not exceed 4m in width except where required for turning or reversing to access garages			
Driveway material, location and colour is provided			
Minimum 500mm landscaping strip provided where a single crossover is provided			
No front fence is proposed			
Side and rear fencing is 1.9m high timber palings and finishes a minimum 2.0m behind main building line			
Corner/reserve fencing is 1.9m high timber palings with exposed posts and capping which does not exceed 50% of lot depth with remaining not to exceed 1.0m in height and be a minimum 20% transparent and finish 4.0m behind the main building line			
Battleaxe lot fencing is 1.9m high timber palings with exposed posts and capping			
Fencing facing Timbertop Boulevard does not exceed 1.0m in height			
Gates are setback a minimum 1.0m and maximum 4.0m on battleaxe laneway			
Shed does not exceed 15m <sup>2</sup> and has a height of 3.6m and not visible to the public			
Utilities are not visible to the public			
Where a rainwater tank is provided and visible to the public appropriate screening is provided			
Retaining wall provided for construction or landscaping visible to the public must not exceed 1.2m			
Side fencing constructed on top of a retaining wall does not exceed a combined height of 2.9m			
Cutting or filling is not greater than 1.0m			
<b>Consideration given to:</b>			
Lots over 300m <sup>2</sup> achieve Silver performance			
Low emission paints and sealants used for more than 95%			
Dwelling achieves 20% reduction in Greenhouse Gas			
Dwelling achieves 20% reduction in Portable Water Consumption			
Clothes drying line shown on site plan			
Note provided confirming shower heads use <6 litres per minute			
Note provided confirming taps to bathrooms, kitchen and laundry use <6 litres per minute			
If applicable dishwasher uses <14 litres per use			





### Sustainability

Hillstowe is being designed and built to meet the Urban Development Institute of Australia's 'EnviroDevelopment' certification. This provides independent verification of Hillstowe's sustainability performance, which includes the performance of homes built in the Hillstowe community.

Each home is **strongly recommended** to achieve a minimum 7 star National House Energy Rating Scheme (NatHERS) Rating, by using NatHERS accredited software tools such as AccuRate, B.E.R.S or FirstRat5.

Refer to [www.nathers.gov.au](http://www.nathers.gov.au) for more details.

For home owners to achieve a 7 star rating and meet EnviroDevelopment standards, the benefits offer:

- Reduced operating costs;
- Eligibility for rebates and incentives;
- Enhanced marketability and property values;
- Healthier homes, workplaces and communities; and
- Satisfaction at reducing your ecological foot-print.



Protects and enhances existing native ecosystems and rehabilitation.



Implementation of waste management procedures and practices to reduce amount of waste disposed to landfill and facilitates recycling.



Implementation measures to optimise energy reduction over and above current regulatory requirements.



Utilisation of environmentally responsible materials and construction methods to reduce environmental impact.



Implementation measures to reduce the use of potable water beyond the regulatory measures.



Encouragement of healthy active lifestyles, community spirit, local facilities and alternative transport modes.

### Consideration should be taken of the following:

- Reduce peak load by installing Solar PV systems (minimum 1kW in size; 4 standard panels) and also make provision for future battery storage;
- Incorporate double glazed windows and glass doors;
- Light to medium roof colours reduce heat absorption and associated energy costs;
- Design the home to maximise the use of standard size materials wherever possible.
- Orientate your home's indoor and outdoor living areas to the North to maximise natural light;
- Dwellings must be connected to Hillstowe's third pipe water supply. Toilets and irrigation must be connected a minimum. Consider connection to your laundry as well.
- All lots over 300m<sup>2</sup> are encouraged to achieve 'Silver' performance levels under the Livable Housing Australia's Livable Housing Design Guidelines, as outlined in the official website:  
[www.livablehousingaustralia.org.au/designguidelines](http://www.livablehousingaustralia.org.au/designguidelines)
- Encourage using low emission paints and sealants for more than 95% of painted/treated surfaces;
- Encourage all dwellings to reduce Greenhouse Gas emissions by an additional 20%;
- Encourage all dwellings to reduce potable water consumption by an additional 20%;
- The use of a clothes drying line will reduce energy used from an electric clothes dryer;
- Showerheads that use ≤6 litres per minute;
- Taps to bathrooms, kitchen and laundry that use ≤6 litres per minute; and
- Where installed, a dishwasher with a water consumption of ≤14 litres per use.

**The table on the next page outlines a range of different energy initiatives and the greenhouse gas emissions attributable to them.**



As part of our EnviroDevelopment agreement each home should be at least 20% better than the required Federal and State government regulations.

Residents can choose any combination from the table below to achieve a 20% reduction.

**The checklist filled out with any appropriate measures must be submitted as part of your Developer Approval process.**

**Send submissions to:**  
[designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au)

EnviroDevelopment Percentage Reduction Heating and Cooling – First/Rate Scores		✓	Greenhouse Gas Reduction Tonnes of GHG per person		✓
6 Star Home – Efficient AC	3%			0.23	
6 Star Home – Gas Heating	10%			0.87	
6.5 Star Home – Efficient AC	9%			0.81	
6.5 Star Home – Gas Heating	18%			1.59	
7 Star Home – Efficient AC	13%			1.11	
7 Star Home – Gas Heating	20%			1.78	
8 Star Home – Efficient AC	19%			1.72	
8 Star Home – Gas Heating	24%			2.14	
9 Star Home – Efficient AC	26%			2.28	
9 Star Home – Gas Heating	28%			2.48	
<b>Lighting</b>					
4W/m <sup>2</sup> (LED and Compact Fluoro)	3%			0.27	
3.5W/m <sup>2</sup>	5%			0.40	
3W/m <sup>2</sup> (Fully LED Lighting)	6%			0.54	
2.5W/m <sup>2</sup> (Optional daylight and smart LED design)	8%			0.67	
<b>Cooking Appliances</b>					
Gas Oven	7%			0.60	
Induction Cook-top	4%			0.34	
<b>Efficient Appliances (within one star of best available)</b>					
Dishwasher	1%			0.08	
No Dryer	2%			0.20	
Washing Machine	4%			0.35	
Refrigerator	1%			0.13	
<b>Solar Offset</b>					
1kW Solar System	19			1.67	
1.5kW Solar System	27			2.38	
2kW Solar System	37			3.27	
3kW Solar System	54			4.76	
<b>Hot Water</b>					
High Efficiency Solar Hot Water	4.5%			0.40	
Efficient Heat Pump Hot Water	1%			0.10	

# Memorandum of common provisions

## Restrictive covenants in a plan

### Section 91A Transfer of Land Act 1958

#### Privacy Collection Statement

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

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

**Operative words including words to bind the burdened land and words of annexation must not be included.**

Provisions to apply to the plan:

**Burdened land:** As set out in PS839252T

**Benefited land:** As set out in PS839252T

**Covenants:** The registered proprietor or proprietors for the time being of any Burdened Lot on PS839252T must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelope shown hatched in the diagrams contained within this MCP (excluding allowable projecting building elements that project outside the building envelope as contained in Part 5 Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018).

35402012

V3

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

91ATLA

Page 1 of 4

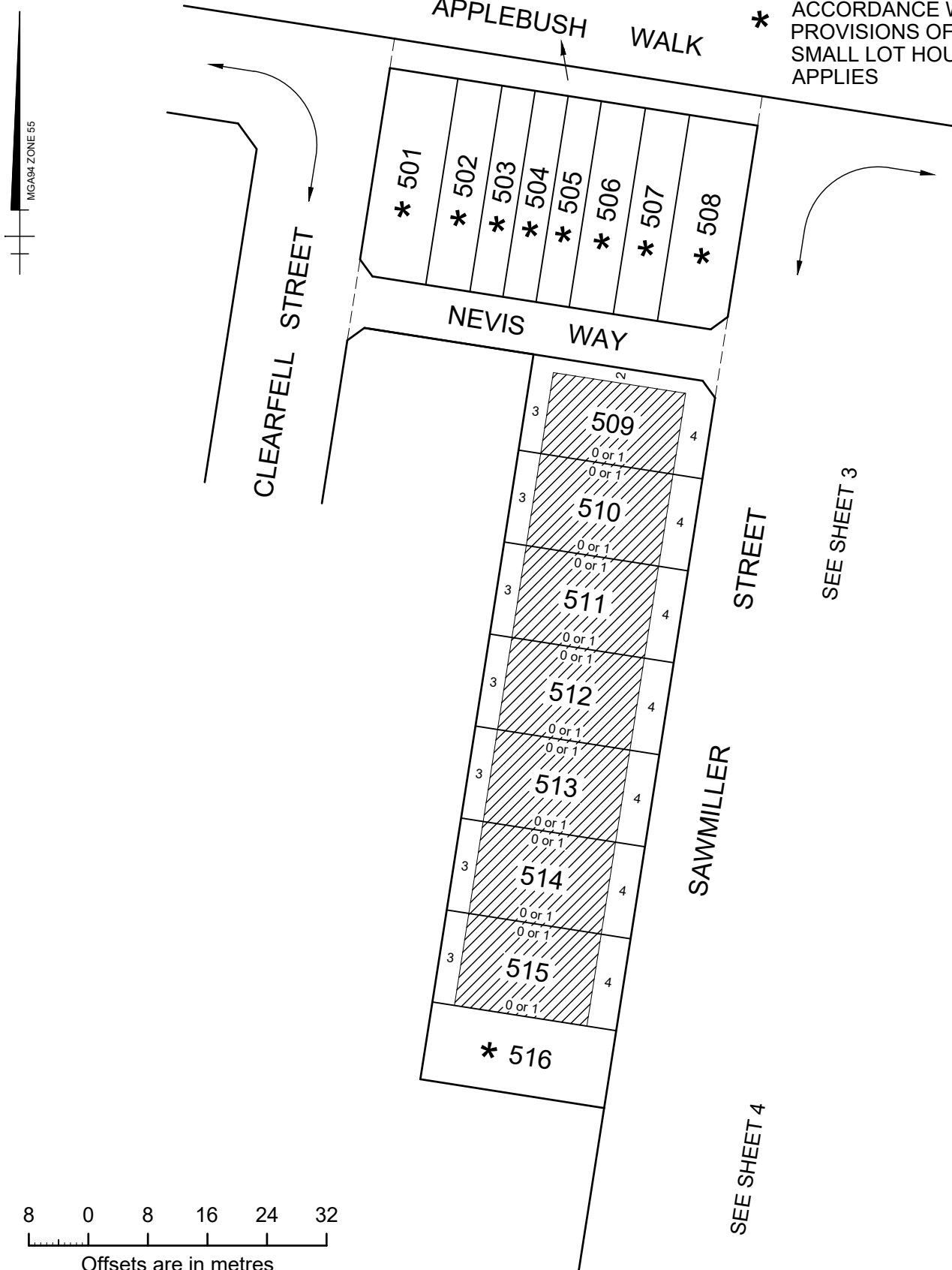
**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

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

**BUILDING ENVELOPE DIAGRAM**

DENOTES LOT FOR WHICH A BUILDING ENVELOPE IN ACCORDANCE WITH THE PROVISIONS OF THE OFFICER SMALL LOT HOUSING CODE APPLIES

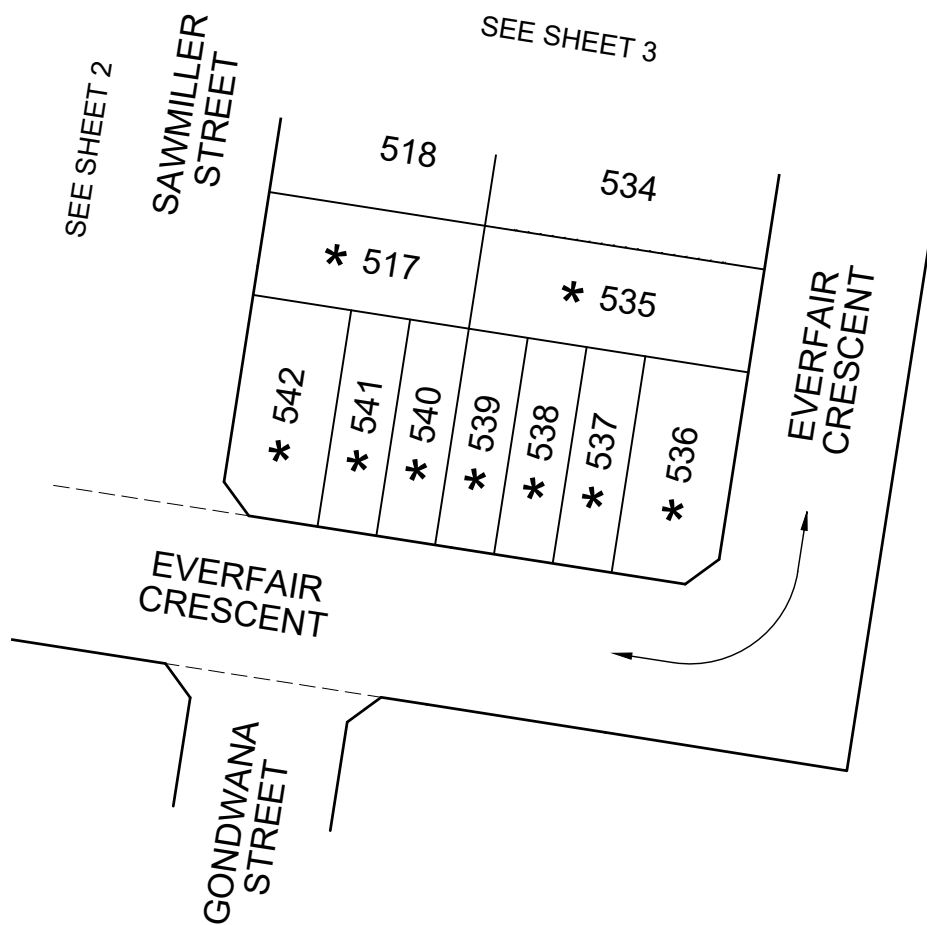
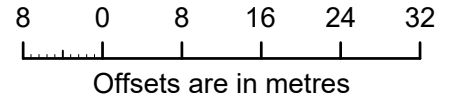




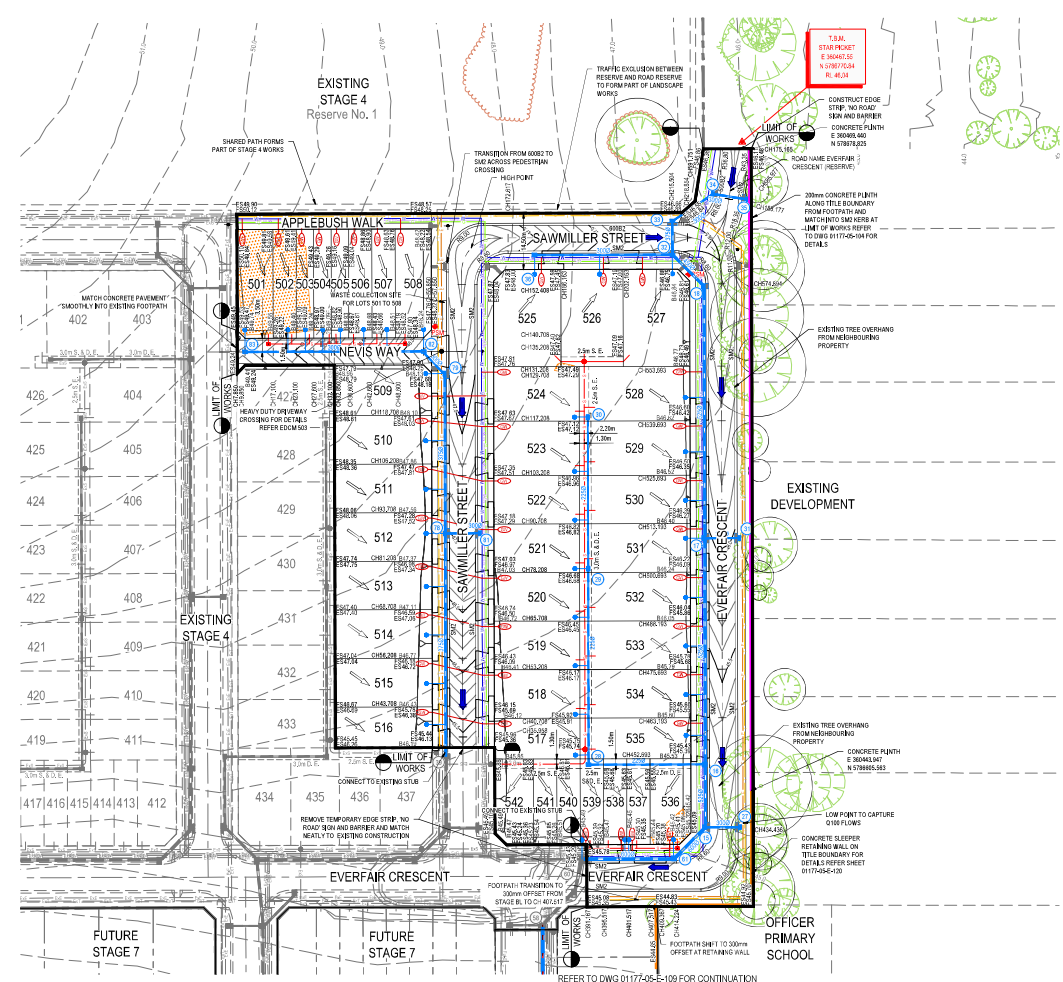
**Memorandum of common provisions**  
Section 91A Transfer of Land Act 1958

**BUILDING ENVELOPE DIAGRAM**

\* DENOTES LOT FOR WHICH A BUILDING ENVELOPE IN ACCORDANCE WITH THE PROVISIONS OF THE OFFICER SMALL LOT HOUSING CODE APPLIES







- NOTES:**
1. ALL EXISTING SERVICES UNDER NEW PAVEMENTS, PATHS AND VEHICLE CROSSINGS TO BE BACKFILLED WITH P.C.
  2. ALL EXISTING PITS AND MANHOLES WITHIN NEW WORKS TO BE ADJUSTED TO MEET EXISTING FINISHED SURFACE.
  3. ALL EXISTING SEWER PROPERTY BRANCHES AND HOUSE DRAINS DAMAGED BY WORKS TO BE REPLACED BY CONTRACTOR.
  4. ALL EXISTING OPEN DRAINS TO BE GRADED, DECELUSED AND BACKFILLED TO LEVEL WITH FINISH GRADE.
  5. ALL PAVING OPERATIONS TO BE DDA COMPLIANT.
  6. VEHICLE EXCLUSION MEASURES BETWEEN RESERVE AND ROAD RESERVE TO FORM PART OF LANDSCAPE WORKS.
  7. ALL CONCRETES ARE TO AN.
  8. THE USE OF DIRECTIONAL AND HAZARD PAVEMENT MARKERS MUST ACCORD WITH SECTION 2.2.1.1 OF AS/NZS 1906.0:2012.
  9. CONTRACTOR TO CONFIRM WITH TAYLORS REPRESENTATIVE PRIOR TO THE REMOVAL OF ANY TREES.
  10. ALL DIMENSIONS SHOWN ON THIS PLAN REFER TO THE FACE.
  11. CONTRACTOR TO LOCATE ALL EXISTING ASSETS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CHANGE TO EXISTING ASSETS TO BE REIFIED AT CONTRACTORS EXPENSE.
  12. CONTRACTOR TO VERIFY DEPTH OF EXISTING SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

TBM SCHEDULE			
TYPE	EASTING	NORTHING	RL
STAR PEG	31840235	51817616	40.42
STAR PEG	31802634	51868516	52.15
STAR PEG	31811144	51788543	43.89



**WARNING**  
BEWARE OF UNDERGROUND SERVICES  
THE LOCATION OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE VERIFIED ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. A MASS ENQUIRY ON THIS MUST BE MADE BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORKS.

**WARNING**  
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE SETOUT INFORMATION PROVIDED ON THIS PLAN WITH THE SUBMITTANT WHEN INCLUDING, BUT NOT LIMITED TO ITEMS SUCH AS LENGTHS, CO-ORDINATES, SETOUT DIMENSIONS AND PEGGED TILES BY THE PRINCIPALS LICENSED SURVEYOR.

**PRELIMINARY**  
NOT FOR CONSTRUCTION



<p>REFER TO DWG 01177-05-E-109 FOR CONTINUATION</p>		<p>hillstowe</p>		<p>DESIGNED: LJO AUTHORIZED: JJO CHECKED: MJO AUTH DATE: 06/08/2021 CAD REF: 01177-05-E-109-01</p>		<p>CARDINA SHIRE COUNCIL 415 PRINCES HIGHWAY, OFFICER VIC 3809 HILLSTOWE ESTATE, STAGE 5</p>		<p>SCALE 1:100 @ A1 SIZE VERSION: A SHEET: 9 OF 16 DRAWING NO: 01177-05-E-108</p>	
<p>LEGEND</p>		<p>LEGEND</p>		<p>LEGEND</p>		<p>DETAIL LAYOUT PLAN SHEET 1 OF 2</p>			

9<sup>th</sup> September 2021

GlobalX  
GPO Box 2746  
Brisbane QLD 4001

Our Ref: GX21936  
Your Ref: UX3IQBVJZBLNG-5

Dear Sir/ Madam,

RE: 46-50 Bayview Road, Officer, VICTORIA  
Lot D PS 836057

In response to your request for property information, searches of the records show the following:

- The area is under new development. The property boundary of Lot D PS 836057 is not shown.
- OptiComm have network in the area however no network is shown in the area of Lot D PS 836057.
- Communication network cables exist outside the property boundary located in the footpath/road reserve area.
- Care will need to be taken if you/your client undertake any earthworks inside or outside the property boundary.
- Plans Supplied: YES. Telstra, NBN Co and OptiComm.

#### General Information

Please note that communication carriers have strict security and privacy policies. This may prevent any additional information regarding the property being released in the course of a search. Plans may or may not be supplied upon request. If supplied, they are intended to assist you/your client in the prevention of damage to an underground telecommunication plant. Telco Cable Searches does not guarantee the accuracy of the information supplied to it by the communication carriers. Please note that if you/your client choose to perform earth works on the property, it is performed at your/your client's own risk.

Telco Cable Searches is not a conveyancer nor does it intend to act as such. Telco Cable Searches is a plan interpretation service which informs you/your client of potential risks within the property boundary. Please note the plans supplied are only valid for a period of 30 days from date of letter.

This report is based on the information supplied from the carriers which is current at time of request. If the location of any specific cabling is significant to you/your client, then you/your client should call Telco Cable Searches on 1300 557 114 for further assistance.

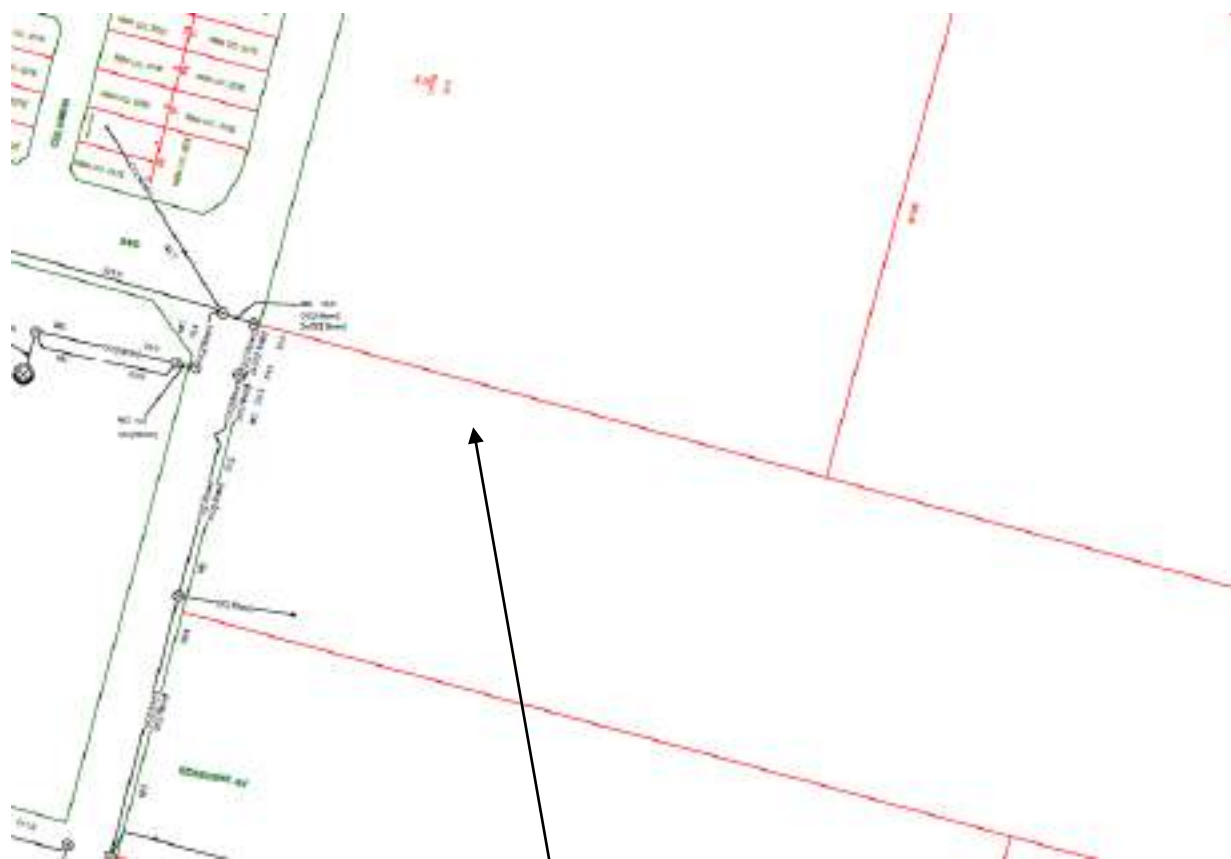
#### Additional Information

Under Clause 7 of Schedule 3 of the Telecommunications Act 1997, a general telecommunications carrier has rights to enter private property for the maintenance or continued operation of the telephone service.

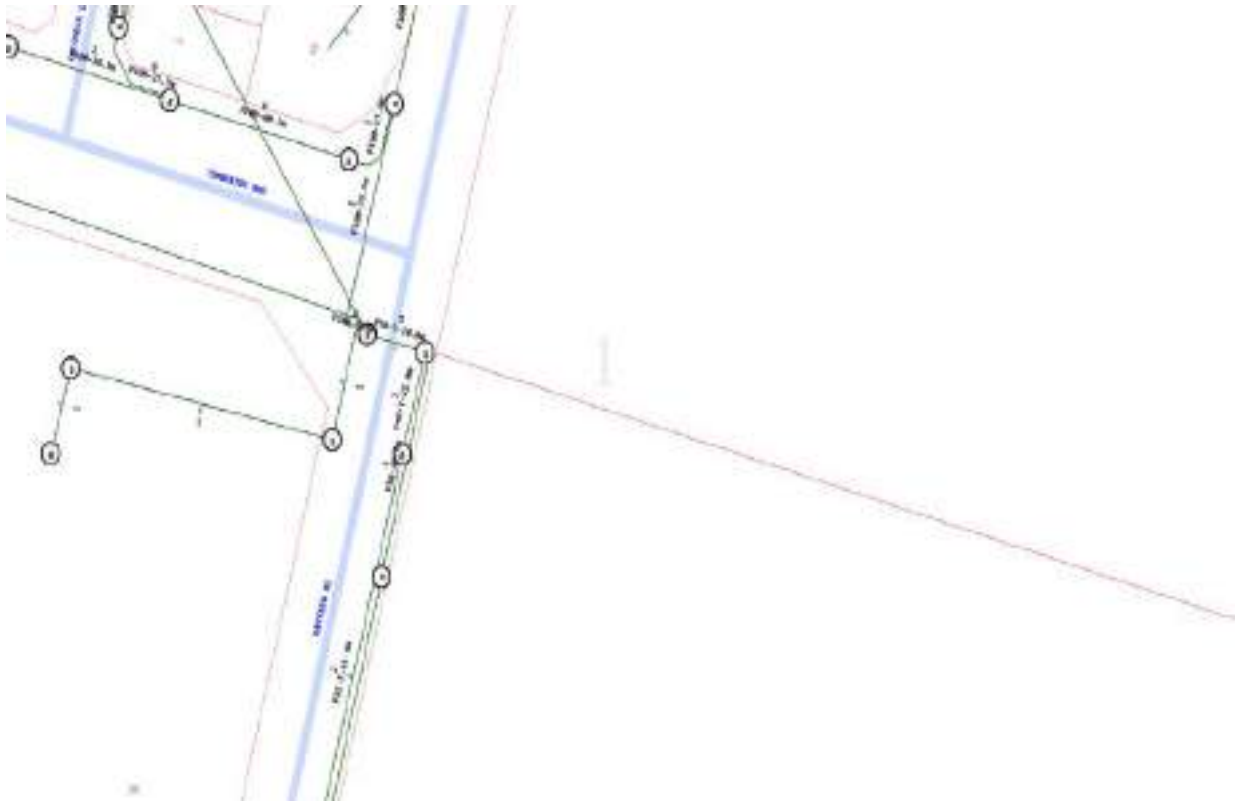
The carrier will object to any additional structure being erected on the property or over its cables, or any landscaping or earthworks which would: (a) prevent the carrier from performing its functions above or; (b) reduce the security of its cables, making them more prone to damage.

Prior to earthworks being conducted on or in the vicinity of the property, we recommend that you/your client contact Telco Cable Searches for information regarding how to avoid cable damage. In the event that cable damage does occur from earthworks, you/your client will be responsible for the cost of repairs.

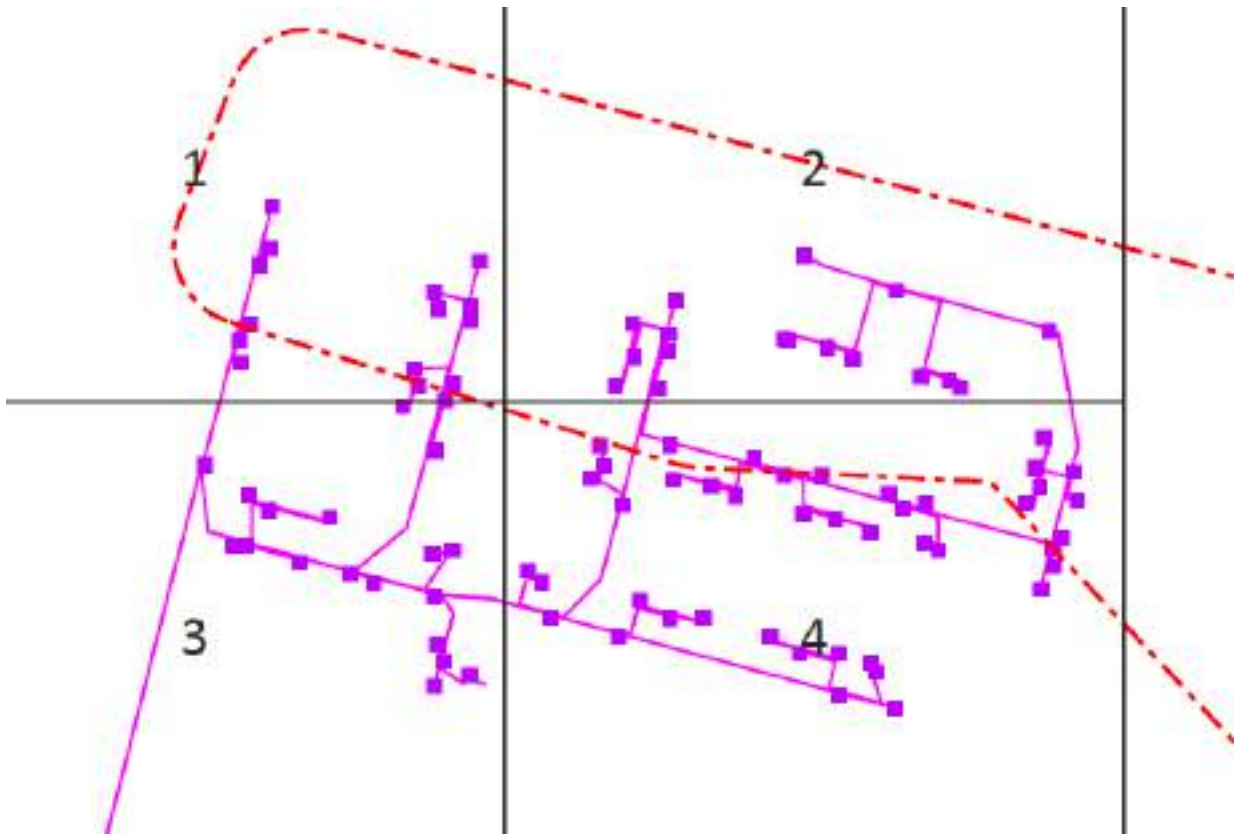
Due to the nature of underground plant and the age of some cables and records, it is impossible to ascertain the precise location of all plant from any carrier's plans. The accuracy and/or completeness of the information supplied can not be guaranteed as property boundaries, depths and other natural landscape features may change over time, and accordingly the plans are indicative only. The carriers do not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. It is your responsibility to locate underground plant by careful hand pot-holing prior to any excavation in the vicinity and to exercise due care during that excavation.



Telstra Local Cable Plan Lot D PS 836057



NBN Co Cable Plan Lot D PS 836057



OptiComm Plan Lot D PS 836057

9<sup>th</sup> September 2021

GlobalX  
GPO Box 2746  
Brisbane QLD 4001

Our Ref: GX21937  
Your Ref: UX3JS0Z7YV0DL-5

Dear Sir/ Madam,

RE: 46-50 Bayview Road, Officer, VICTORIA  
Lot F PS 836057

In response to your request for property information, searches of the records show the following:

- The area is under new development. The property boundary of Lot F PS 836057 is not shown.
- Communication network cables including **OPTIC FIBRE** exist outside the property boundary located in the footpath/road reserve area.
- Care will need to be taken if you/your client undertake any earthworks inside or outside the property boundary.
- Plans Supplied: YES. Telstra and NBN Co.

#### General Information

Please note that communication carriers have strict security and privacy policies. This may prevent any additional information regarding the property being released in the course of a search. Plans may or may not be supplied upon request. If supplied, they are intended to assist you/your client in the prevention of damage to an underground telecommunication plant. Telco Cable Searches does not guarantee the accuracy of the information supplied to it by the communication carriers. Please note that if you/your client choose to perform earth works on the property, it is performed at your/your client's own risk.

Telco Cable Searches is not a conveyancer nor does it intend to act as such. Telco Cable Searches is a plan interpretation service which informs you/your client of potential risks within the property boundary. Please note the plans supplied are only valid for a period of 30 days from date of letter.

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#### Additional Information

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The carrier will object to any additional structure being erected on the property or over its cables, or any landscaping or earthworks which would: (a) prevent the carrier from performing its functions above or; (b) reduce the security of its cables, making them more prone to damage.

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Due to the nature of underground plant and the age of some cables and records, it is impossible to ascertain the precise location of all plant from any carrier's plans. The accuracy and/or completeness of the information supplied can not be guaranteed as property boundaries, depths and other natural landscape features may change over time, and accordingly the plans are indicative only. The carriers do not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. It is your responsibility to locate underground plant by careful hand pot-holing prior to any excavation in the vicinity and to exercise due care during that excavation.









NBN Co Cable Plan Lot F PS 836057



## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Chloe Liang**

CERTIFICATE NO:  
**53789190**

PROPERTY ADDRESS:  
**TIMBERTOP BOULEVARD OFFICER**

PARCEL DESCRIPTION:  
**Lot D PS836057H**

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.

**Fiona McMahon**  
**Heritage Officer (Registry)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 10 September 2021**

*Note: This Certificate is valid at the date of issue.*



## Catchment and Land Protection (Section 90)

**Chloe Liang**  
Level 8, 447 Collins Street  
MELBOURNE 3000

### CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: 1079813

CERTIFICATE NO: **53789190**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**Timbertop Boulevard, Officer**

PROPERTY DESCRIPTION:

Lot/Plan:

**Lot D PS836057H**

Crown Description:

Volume/Folio:

**12299/650**

Directory Reference:

**214 H2, 214 G2**

- |  |            |
|--|------------|
| 1. A regional catchment strategy applies to the land.            | <b>YES</b> |
| 2. The land is in a special area.                                | No         |
| 3. A special area plan applies to the land.                      | No         |
| 4. A land use condition applies to the land.                     | No         |
| 5. A land management notice is in force in relation to the land. | No         |
| 6. A copy of the land management notice is attached.             | No         |

**By Authority**

**Secretary to the Department of Environment, Land, Water & Planning**

**DATED: 07/09/2021**



# HISTORIC MINING ACTIVITY Form No. 692

---

07 September, 2021

**Property Information:**

Address: 140 TIMBERTOP BOULEVARD OFFICER 3809

**It is advised that:**

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.

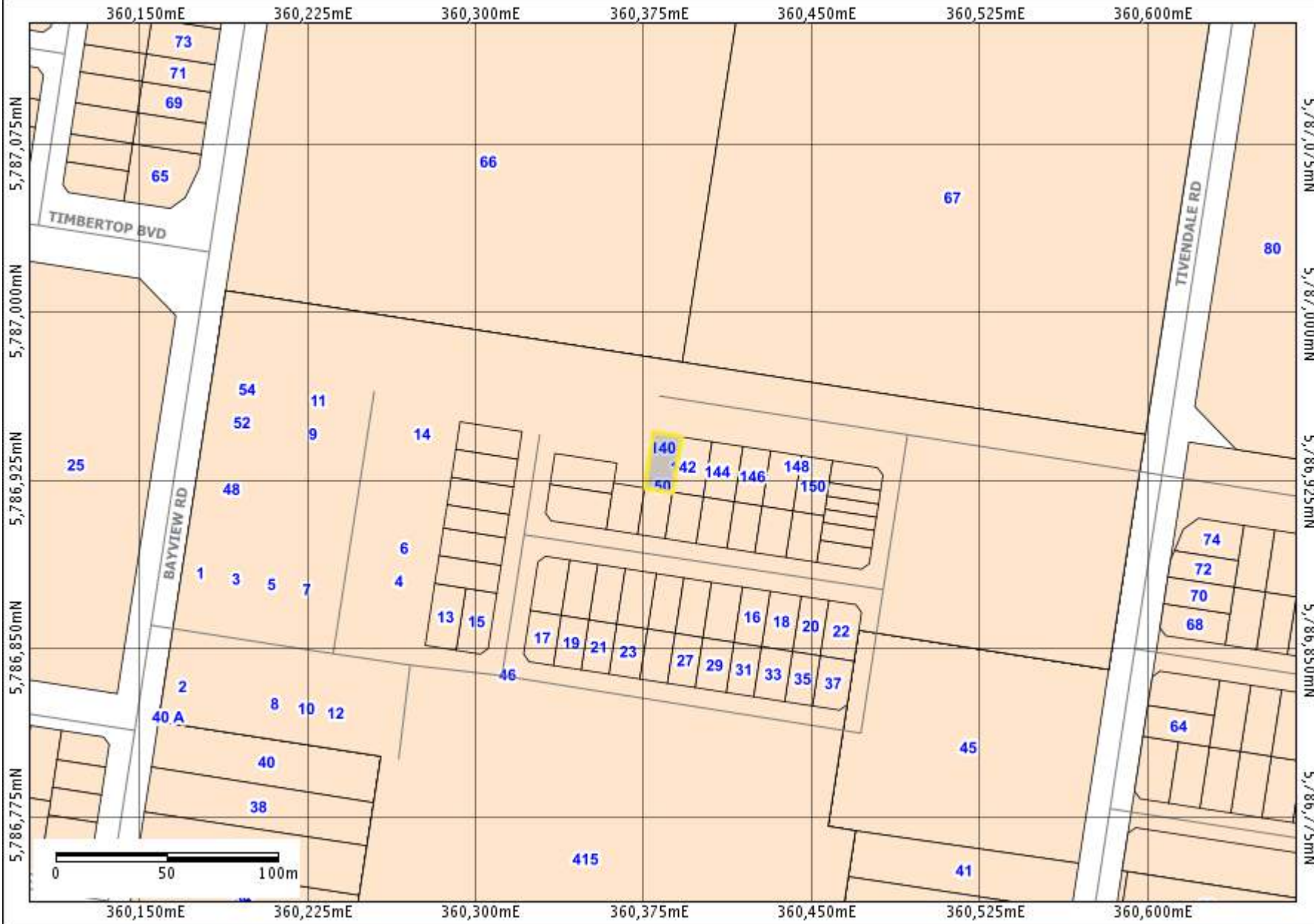
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Jobs, Precincts and Regions  
E-mail: [gsv\\_info@ecodev.vic.gov.au](mailto:gsv_info@ecodev.vic.gov.au)





Towns (25K)

- Locality
- Small Town
- Town
- Large Town
- Major Town
- Regional Centre
- City

Roads (vmtrans)

- Freeway
- Highway
- Main Road
- Medium Road
- Other Roads

Victoria Boundary (25K)

- State Boundary
- Coastline

Property - Address



Disclaimer: This map is a snapshot generated from Victoria Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Map Scale: 1:2,500  
Projection: MGA94 55

The map contains zonal grid lines that extends beyond their zone boundary.



9<sup>th</sup> September 2021

GlobalX  
GPO Box 2746  
Brisbane QLD 4001

Our Ref: GX21937  
Your Ref: UX3JS0Z7YV0DL-5

Dear Sir/ Madam,

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Lot F PS 836057

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- Care will need to be taken if you/your client undertake any earthworks inside or outside the property boundary.
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#### General Information

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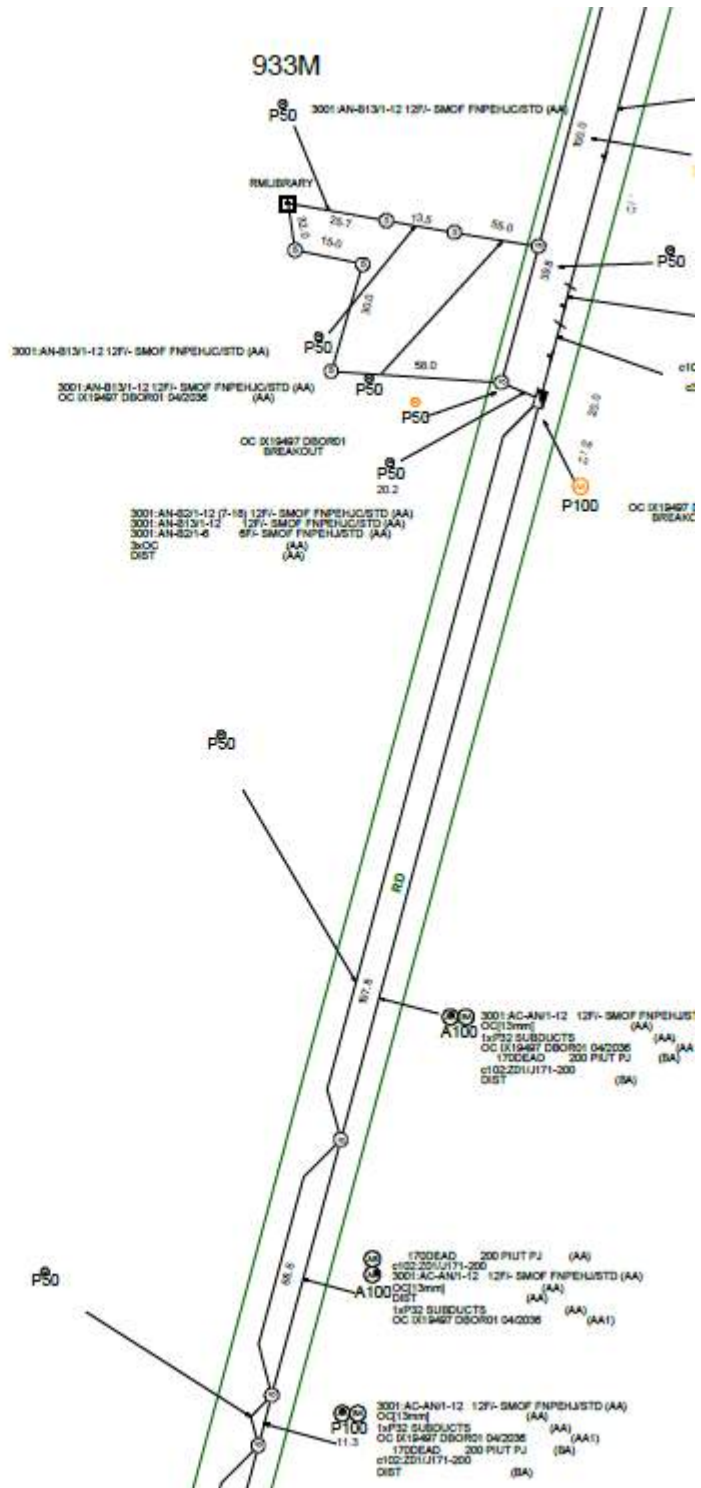
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933m

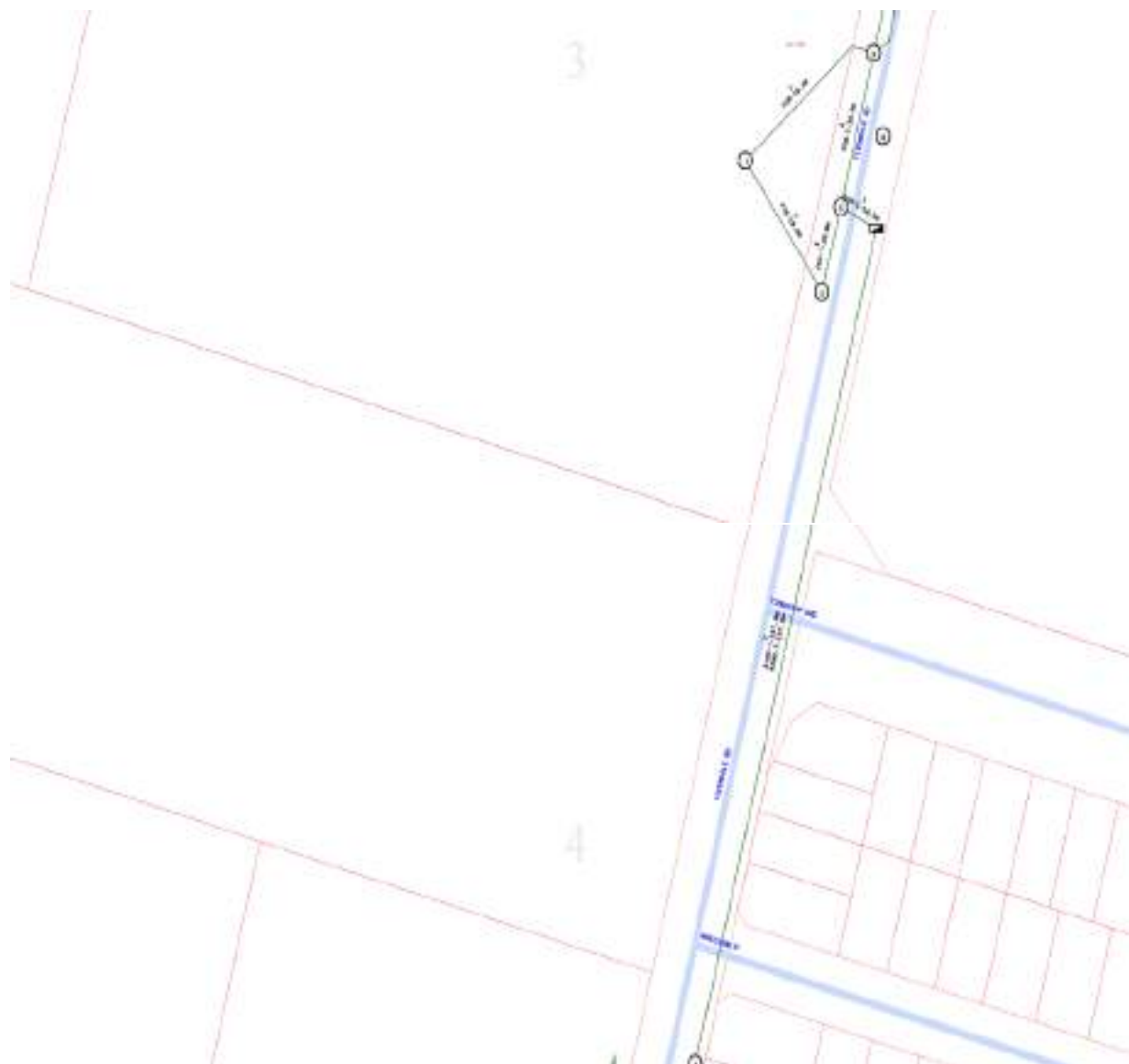
4201-300 100G.40 PSLUT PE (AA)

100G.40 PSLUT PE (AA)



Telstra Main Cable Plan Lot F PS 836057





NBN Co Cable Plan Lot F PS 836057



## CERTIFICATE

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**Chloe Liang**

CERTIFICATE NO:  
**53789190**

PROPERTY ADDRESS:  
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PARCEL DESCRIPTION:  
**Lot D PS836057H**

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**Fiona McMahon**  
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(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 10 September 2021**

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## Catchment and Land Protection (Section 90)

**Chloe Liang**  
Level 8, 447 Collins Street  
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### **CERTIFICATE**

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Crown Description:

Volume/Folio:

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Directory Reference:

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- |  |            |
|--|------------|
| 1. A regional catchment strategy applies to the land.            | <b>YES</b> |
| 2. The land is in a special area.                                | No         |
| 3. A special area plan applies to the land.                      | No         |
| 4. A land use condition applies to the land.                     | No         |
| 5. A land management notice is in force in relation to the land. | No         |
| 6. A copy of the land management notice is attached.             | No         |

**By Authority**

**Secretary to the Department of Environment, Land, Water & Planning**

**DATED: 07/09/2021**



# HISTORIC MINING ACTIVITY Form No. 692

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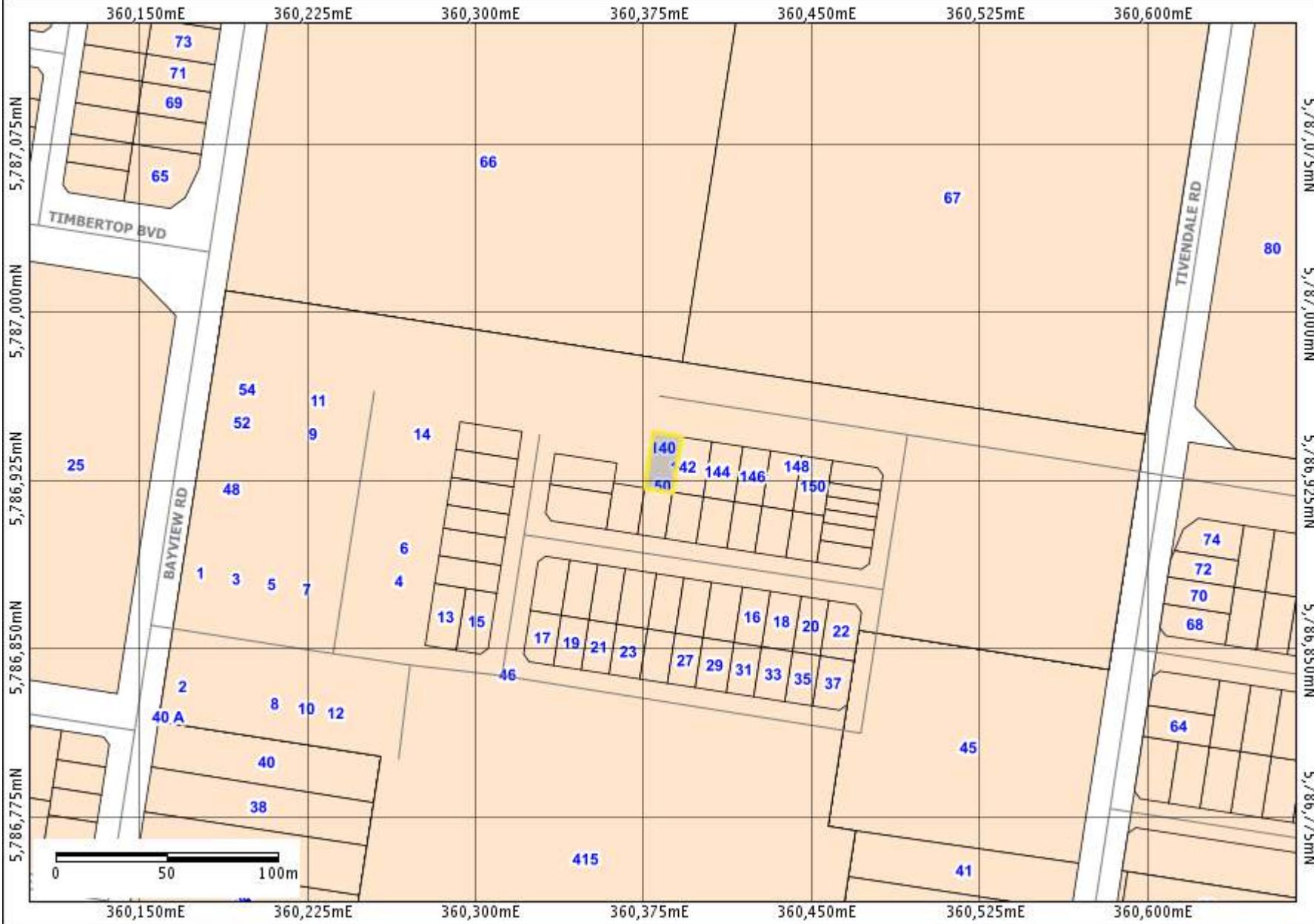
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**For queries, contact:**

Department of Jobs, Precincts and Regions  
E-mail: [gsv\\_info@ecodev.vic.gov.au](mailto:gsv_info@ecodev.vic.gov.au)



Towns (25K)

- Locality
- Small Town
- Town
- Large Town
- Major Town
- Regional Centre
- City

Roads (vmtrans)

- Freeway
- Highway
- Main Road
- Medium Road
- Other Roads

Victoria Boundary (25K)

- State Boundary
- Coastline

Property - Address



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Map Scale: 1:2,500  
Projection: MGA94 55

The map contains zonal grid lines that extends beyond their zone boundary.



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

## CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

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

Section 31

period

**Sale of Land Act 1962**

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

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

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

#### EXCEPTIONS

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

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

### IMPORTANT NOTICE TO PURCHASERS

**Section 9AA(1A), Sale of Land Act 1962**

Subject to the limit set by section 9AA(1)(b) of the Sale of Land Act 1962 (Vic), the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.

A substantial period of time may elapse between the day on which the purchaser signs the contract for 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 sale of that lot and the day on which the purchaser becomes the registered proprietor.

### 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.



**EXECUTION**

**Purchaser:**

**Purchaser (1) name:**

**Individual**

on

**If more than 1 individual purchaser:**

on

**Purchaser (2) name:**

on

**Purchaser (3) name:**

**Corporation**

on

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

State nature of authority, if applicable:

on

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

State nature of authority, if applicable:

**Vendor:**

Signed by: .....on

Signed on behalf of Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Officer Property Unit Trust by its attorney, who declares that he/she has at the time of execution of this document, no notice of its revocation.

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

## Particulars of Sale

<b>Vendor's Estate Agent</b>	<b>Danny Yang</b> Project Sales Manager  Telephone: +61 477 231 278 Email: <a href="mailto:dyang@avid.com.au">dyang@avid.com.au</a>  Hillstowe - Office Vic
<b>Vendor</b>	<b>Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Officer Property Unit Trust</b>  of Ground Floor, 80 Dorcas Street, Southbank, Victoria 3006
<b>Vendor's Legal Practitioner</b>	<b>HWL Ebsworth Lawyers</b> of Level 8, 447 Collins Street, Melbourne VIC 3000 DX 564 Melbourne  ☎ : (03) 8644 3500      Fax: 1300 365 323      Ref: LAD:LG:1079813
<b>Purchaser</b>	Name: (and/or nominee) ..... Address: ..... ABN: ..... ACN: ..... Telephone: .....  Name: (and/or nominee) ..... Address: ..... Telephone: .....  Name: (and/or nominee) ..... Address: ..... Telephone: .....
<b>Purchaser's Legal Practitioner or Conveyancer</b>	of Tel: Fax: Email: Ref:
<b>Property address</b>	the Land together with any improvements known as  Lot on proposed Plan of Subdivision PS 839252T, Stage 5, " <b>Hillstowe Estate</b> ", 46-50 Bayview Road, Officer, Victoria 3809.
<b>Land</b>	Lot on proposed Plan of Subdivision PS 839252T, (a copy of which is contained in the Vendor's Statement) and being part of the land described in Certificates of Title Volume 12267 Folio 927 and Volume 12299 Folio 650 and Volume 12299 Folio 651.
<b>Goods (list or attach schedule)</b>	Nil (vacant land)
<b>Payment</b>	<b>Price</b> including GST  <b>Deposit</b> paid to HWL Ebsworth Lawyers Law Practice Trust Account on or before the Day of Sale or as follows:  is due on (time being of the essence); and is due on (time being of the essence).  <b>Balance</b> payable at settlement

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**GST** (refer to general condition 13)

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

Not applicable

If this is a sale of a 'farming business' or 'going concern' then add the words ' **farming business** ' or ' **going concern** ' in this box

Not applicable

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

Margin scheme

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**Settlement** is due on the date that is the later of:

- 14 days after the date of registration of the Plan of Subdivision; and
- 35 days after the Day of Sale.

At settlement the purchaser is entitled to vacant possession of the property unless the words ' **subject to lease** ' appear in this box

in which case refer to general condition 1.1. If ' **subject to lease** ' then particulars of the lease are:

Not applicable

If this contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#) then add the words ' **terms contract** ' in this box and refer to general condition 23 and add any further provisions by way of Special Conditions

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**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words ' **subject to existing mortgage** ' appear in this box:

If the sale is ' **subject to existing mortgage** ' then particulars of the mortgage are:

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**Special conditions**

This contract does not include any Special Conditions unless the words ' **Special Conditions** ' appear in this box

Special Conditions

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**Loan** (refer to general condition 14)

Lender: Any Bank or other authorised financial institution acceptable to the Vendor.

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

Loan amount:

Approval Date:

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**Schedule 1**

The Purchaser assumes the following encumbrances:

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement and any apparent or implied easements for services, drains, sewer pipes and wires not located in registered easements;
2. any easements and restrictions created by the Plan of Subdivision or implied under the Subdivision Act or otherwise appropriated, reserved or created upon registration of the Plan of Subdivision; and
3. the following encumbrances specific to the Development:
  - 3.1 the conditions and other restrictions contained in the Permit and any other planning permit affecting the Property which may issue after the Day of Sale or which may otherwise be imposed by a responsible authority;
  - 3.2 the provisions of any agreement which the Vendor has or may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);

- 3.3 requirements of the Planning Documents;
- 3.4 the requirements of the MCP;
- 3.5 the requirements of the Design Guidelines; and
- 3.6 the Planning and Building Controls.

**Schedule 2**

**Purchaser's FIRB  
declaration**

Is(Are) the Purchaser(s) a foreign person as defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth)?

## FORM 2

### Estate Agents Act 1980

Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

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

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of security interest

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



- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. Builder warranty insurance

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

## 9. General law land

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

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

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

## **15. Adjustments**

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

## **TRANSACTIONAL**

### **16. Time**

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

### **17. Service**

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

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

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

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

#### **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

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

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

### **DEFAULT**

#### **26. Interest**

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

#### **27. Default notice**

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

#### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

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

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

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# Special Conditions

## 1. Definitions and Interpretation

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### 1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

**Authority** means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

**Bank** means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne;

**Claim** means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

**Contaminant** means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and **Contamination** has a corresponding meaning;

**Construct** means to construct the Residence on the Land in accordance with this Contract and **Construction** has a corresponding meaning;

**Construction Permits** means any permit, consent or approval required from any Authority for the Construction and includes building and planning permits;

**Construction Plans** means all documents, plans and specifications required in relation to the application for the Construction Permits and all plans and specifications relating to the Construction, including floor plans, elevation plans and landscaping plans;

**Contract** means this contract of sale of real estate and includes the annexures;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Council** means Cardinia Shire Council;

**Day of Sale** means the date on which this Contract is signed by both the Vendor and the Purchaser;

**Deposit Interest** means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;

**Design Guidelines** means the design guidelines for the Development, a copy of which is included in the Vendor's Statement, as those guidelines may be amended, added to or varied from time to time;

**Development** means the land in the Plan of Subdivision and any surrounding land to be developed by or on behalf of the Vendor;

**Development Land** means the whole of the land contained in Certificate of Title Volume 12237 Folio 946 and any additional, adjacent or nearby land of which the Vendor or a related entity of the Vendor is the registered proprietor;



**Development Works** means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Site and the construction of other lots on the Site and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks;

**Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

**Election Date** means the day that is 30 months after the Day of Sale;

**Encumbrances** means the encumbrances specified in Schedule 1 of the Particulars of Sale;

**Engineering Drawings** means the drawings attached in the Vendor's Statement;

**Environmental Law** means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property;

**FIRB** means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**GST** means GST within the meaning of GST Law;

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Guarantee and Indemnity** means a guarantee and indemnity in the form of Annexure A;

**Input Tax Credit** has the meaning given to it in GST Law;

**Insolvency Event** means:

- (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation:
  - (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings;
  - (ii) the Purchaser enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iii) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;
  - (v) the Purchaser is or states that it is insolvent;
  - (vi) the Purchaser becomes an insolvent under administration as defined in the *Corporations Act* or action is taken which could result in that event;

- (vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
  - (viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the *Corporations Act*;
  - (ix) execution is levied against the Purchaser and is not satisfied within 30 days; or
  - (x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or
- (b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:
- (i) the Purchaser becomes bankrupt;
  - (ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);
  - (iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;
  - (iv) the Purchaser is unable to pay its debts when due;
  - (v) the Purchaser dies; or
  - (vi) the Purchaser becomes mentally ill;

**Law** includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

**Lot or Lots** means a lot or lots on the Plan of Subdivision;

**Margin Scheme** means the scheme for working out the amount of GST on a Taxable Supply under Division 75 of GST Law;

**MCP** means the draft memorandum of common provisions which will be registered and imposed with or by the Plan of Subdivision, a copy of which is contained in the Vendor's Statement (if any);

**Object** means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid Settlement;

**Outgoings** means all outgoings, costs and expenses paid or payable by the Vendor in relation to the Property (whether or not recoverable from tenants or not) including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoings but excludes any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision;

**Particulars of Sale** means the particulars of sale attached to and forming part of this Contract;

**Permit** means planning permit No. T130581-2 issued by Council, copy of which is attached to the Vendor's Statement;

**Plan of Subdivision** means proposed plan of subdivision number PS 839252T a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

**Plan of Surface Level Works** means the plan included in the Vendor's Statement;

**Planning and Building Controls** means the Restrictions and this Contract;

**Planning Documents** means the Permit and any other planning permits issued in respect of the Property before and after the Day of Sale as those permits may be amended, added to, varied, extended or endorsed from time to time and include the planning permits annexed to the Vendor's Statement;

**Property** means the Land and improvements constructed on the Land as at the Day of Sale;

**Registrar** means the Registrar of Titles of Victoria;

**Registration Date** means the day that is 30 months after the Day of Sale;

**Residence** means a dwelling to be constructed on the Land in accordance with this Contract;

**Restrictions** means the restrictions to be included in the Plan of Subdivision and which will be created on registration of the Plan of Subdivision (if any);

**Sale of Land Act** means the *Sale of Land Act 1962 (Vic)*;

**Services** means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property;

**Settlement** means the date the Purchaser accepts title to the Property and pays the Price in full;

**Settlement Date** means the date when Settlement occurs;

**Site** means the land owned or developed by the Vendor known as 46-50 Bayview Road, Officer, Victoria 3809 and any other adjoining or neighbouring land owned by the Vendor and, where the context permits or requires, includes the Property;

**Staged Development** means the Development effected in stages;

**Subdivision Act** means the *Subdivision Act 1988 (Vic)*;

**Subsequent Stage Land** means all the land included in the Development except for the land in the Plan of Subdivision;

**Tax Invoice** has the meaning given to it in GST Law;

**Taxable Supply** has the meaning given to it in GST Law;

**Vendor's Legal Practitioner** means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser; and

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

## 1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;

- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne.

## **2. Variations to General Conditions**

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### **2.1 Amendments to General Conditions**

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Conditions 2.2 to 2.7 (inclusive) are deleted.
- (b) General Condition 5 is deleted.
- (c) General Condition 10.1(b)(i) is amended to read:  
*"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*
- (d) General Condition 11.1(b) is amended by deleting the words *"if there is no estate agent,"*.
- (e) General Condition 11.5 is amended to read:  
*"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."*
- (f) General condition 12.4 is added:  
*"Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title."*
- (g) General Condition 15.2(b) is deleted.
- (h) General Condition 15.2(c) is deleted.
- (i) General Condition 20 is deleted.
- (j) The second sentence of General Condition 21 is amended to read:

*“The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.”*

- (k) General Conditions 24.4 to 24.6 (inclusive) are deleted.
- (l) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:

*“The purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:*

- (i) *expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
- (ii) *the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$660 plus GST for each notice;*
- (iii) *any commission or other expenses claimed by the Vendor’s Estate Agent or any other person relating to the sale of the property; and*
- (iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.”*

- (m) General Condition 28 is amended by including a new paragraph 28.6 as follows:

*“Unless the price includes GST, the reference to “the price” in this General Condition 28 refers to the price plus any GST payable on the price.”*

- (i) General Condition 28.4(a) is amended to read as follows:

*“an amount equal to 10% of the price is forfeited to the vendor as the vendor’s absolute property”.*

### **3. Acknowledgements**

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#### **3.1 Disclosure**

The Purchaser acknowledges that prior to the signing of this Contract or any other documents relating to this sale, the Purchaser received a Vendor’s Statement.

#### **3.2 Estate Agents Act 1980 (Vic)**

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor’s Estate Agent (or any person acting on behalf of the Vendor’s Estate Agent) in relation to obtaining a loan for the purchase of the Property.

#### **3.3 Further acknowledgements**

The Purchaser acknowledges and agrees that:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;

- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 3.3(b) has been relied upon by the Purchaser;
- (d) the Vendor gives no warranty and makes no representation as to the fitness of the Property for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard;
- (e) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (f) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

#### 3.4 **Grants or rebates**

Without limiting Special Condition 3.3, the Purchaser acknowledges and agrees that:

- (a) neither the Vendor nor the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property (**Financial Assistance**);
- (b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and
- (c) the Purchaser may not Object if the Purchaser is not entitled to any Financial Assistance.

#### 3.5 **Disclosure of payments**

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party.

#### 3.6 **Vendor may pay fees to others**

The Purchaser acknowledges and agrees that the Vendor may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

#### 3.7 **Advice and negotiation**

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract;
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract; and
- (c) the Vendor's rights and the Purchaser's obligations in this Contract are reasonably necessary to protect the Vendor's genuine and legitimate commercial interest.



### 3.8 **Electronic signing**

This Contract may be signed and exchanged electronically by the parties, in accordance with applicable laws and Special Condition 44.

## 4. **Laws and Planning**

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### 4.1 **Laws**

The Purchaser acknowledges and agrees that it buys the Property subject to all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it.

### 4.2 **Planning**

The Purchaser buys the Property subject to:

- (a) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (b) the applicable planning scheme and any other relevant planning controls.

### 4.3 **Planning Permit**

- (a) The Purchaser agrees to comply with the provisions of the Permit and any other planning permit or permits as they affect the use and development of the Property.
- (b) The Purchaser acknowledges the Vendor may apply for amendments to existing Permit or one or more new planning permits or amendments to the planning scheme in connection with any Development Works, at its absolute discretion, including but not limited to use of any part of the Development Land as shopping centres, activity centres, childcare centres, retirement villages, medium density sites and other purposes. The Purchaser must not:
  - (i) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development Works;
  - (ii) oppose, or assist or encourage the opposition of, any amendment to the planning scheme proposed by or on behalf of the Vendor to enable the Development Works;
  - (iii) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the planning scheme which relates to any proposed Development Works; or
  - (iv) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the Permit or the grant of any new planning permit in relation to the Property.

### 4.4 **Measurements**

The Vendor does not represent, and gives no warranty, that the area, measurements, boundaries, occupation or location of the Property are identical with those of the land described in the Plan of Subdivision.

### 4.5 **No Claims**

The Purchaser may not Object in respect of any matters referred to in this Special Condition 4.

## **5. Services**

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The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority;  
or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

## **6. Goods**

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### **6.1 Ownership**

Ownership of the Goods will not pass to the Purchaser until the Vendor receives full payment of the Price.

### **6.2 No Warranty**

The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

## **7. Deposit**

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### **7.1 Amount**

The Deposit must not exceed 10 per cent of the Price.

### **7.2 Deposit Paid to Vendor's Legal Practitioner or Vendor's Estate Agent**

The Purchaser must pay the Deposit to the Vendor's Legal Practitioner or to the Vendor's Estate Agent within the time required by this Contract (time being of the essence) and it must be held by either of them on trust for the Purchaser until registration of the Plan of Subdivision.

### **7.3 Investment of Deposit**

- (a) The Vendor and the Purchaser authorise the Vendor's Legal Practitioner (but it is not obliged) to hold the Deposit in an interest bearing trust account with a bank nominated by the Vendor or the Vendor's Legal Practitioner.
- (b) Subject to Special Condition 7.3(c), any Deposit Interest will accrue for the benefit of the Vendor.
- (c) If the Purchaser lawfully rescinds this Contract the Purchaser is entitled to the Deposit Interest.
- (d) The Vendor and the Purchaser authorise and direct the Vendor's Legal Practitioner to pay the Deposit Interest to the party entitled to it at the Settlement Date or immediately following lawful rescission or termination of this Contract (whichever occurs first).

- (e) The Vendor and the Purchaser release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit.

#### **7.4 Tax file number**

Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's Legal Practitioner verification of this from the Bank. The Purchaser must not make any claim on the Vendor's Legal Practitioner for any matter arising out this Special Condition 7.4.

#### **7.5 Entitlement to interest**

The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to Special Condition 7.4, interest earned on the Deposit (if any) will belong to the Purchaser.

#### **7.6 Stakeholder**

Upon registration of the Plan of Subdivision, the Deposit shall be held or invested by the Vendor's Legal Practitioner as stakeholder for the parties and shall thereafter be held or released pursuant to the provisions of the Sale of Land Act.

### **8. GST**

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#### **8.1 Interpretation**

In this Special Condition 8:

- (a) words or expressions used in this Special Condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (d) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

#### **8.2 Margin Scheme**

Provided that the Vendor is eligible, the parties agree that the GST payable on the taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Law.

#### **8.3 GST Exclusive**

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

#### **8.4 Liability to pay GST**

If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:

- (a) in relation to the supply of the Property, on the earlier of settlement and the date on which a taxable supply of the property occurs; and
- (b) in relation to any other supply, at the time the consideration for the supply is payable.

#### 8.5 **Reimbursement of Expenses**

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

#### 8.6 **Non Merger**

This clause does not merge on settlement and will continue to apply after expiration or termination of this Contract.

### **9. Duty**

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#### 9.1 **No stamp duty warranty**

The Purchaser acknowledges and agrees that:

- (a) no representation or warranty has been made to the Purchaser regarding the amount of stamp duty that will be payable; and
- (b) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

#### 9.2 **Indemnity**

The Purchaser is liable for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

#### 9.3 **Stamp duty: Purchasers buying unequal interests**

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

#### 9.4 **Non Merger**

This Special Condition 9 will not merge on the transfer of the Land but will continue to have full force and effect.

### **10. Plan of Subdivision**

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#### 10.1 **Conditional sale**

This Contract is subject to the condition subsequent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

## 10.2 Vendor's endeavours

The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar or otherwise necessary in the reasonable opinion of the Vendor.

## 10.3 Right to terminate

- (a) If the Plan of Subdivision is not registered by the Registrar by the Registration Date, the Purchaser may rescind this Contract by giving written notice to the Vendor before the Plan of Subdivision is registered and the Vendor may rescind this contract in accordance with this Special Condition.
- (b) Before rescinding this Contract under 10.3(a), the Vendor must give the Purchaser 28 days' written notice ('notice period'), setting out:
  - (i) the reason why the Vendor is proposing to rescind this Contract;
  - (ii) the reason for the delay in the registration of the Plan of Subdivision; and
  - (iii) that the Purchaser is not obliged to consent to the proposed rescission.

## 10.4 Deemed Consent

For the purpose of Special Condition 10.3, the Purchaser will be deemed to have consented to the proposed rescission if no written objection is received by the Vendor on or before the end of the notice period.

## 10.5 Consequences of termination

- (a) If this Contract is terminated pursuant to Special Condition 10.3, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 10.3.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

## 10.6 Section 10F of the Sale of Land Act

- (a) This Special Condition 10.6 only applies if section 10F of the Sale of Land Act is in effect on or before the Day of Sale.
- (b) For the purpose of section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract under Special Condition 10.3:
  - (i) the Vendor is required to give notice of a proposed rescission of this Contract under Special Condition 10.3; and
  - (ii) the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent; and
  - (iii) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
  - (iv) the Supreme Court may make an order permitting the rescission of this Contract if

satisfied that making the order is just and equitable in all of the circumstances.

## **11. Amendments to Plan of Subdivision and Engineering Drawings**

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### **11.1 Vendor may amend Plan of Subdivision**

Subject to section 9AC of the Sale of Land Act, the Vendor may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
  - (i) accord with surveying practice; or
  - (ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
  - (iii) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
  - (i) alterations required for the adequate servicing of the Site or any part of it;
  - (ii) creating additional lots; and
  - (iii) altering or varying the position or location of any other Lot.

### **11.2 Vendor to notify Purchaser of amendments**

The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor within 14 days after the receipt of the requirement of the Registrar or the making of the request by the Vendor (as the case may be).

### **11.3 Acceptance of Plan of Subdivision as registered**

The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.

### **11.4 Authorised amendments**

Without limiting any other provision in this Special Condition 11, the Purchaser acknowledges and agrees that:

- (a) the Vendor may create additional Lots by further subdividing any Lots in any stage of the Plan of Subdivision;
- (b) the Vendor may amalgamate any Lot with another Lot; and
- (c) if on the Day of Sale the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so).

### **11.5 No Objection**

The Purchaser agrees not to Object because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially affect the Land (as determined by the Law Institute Property Law Dispute Resolution Committee of Victoria); or



- (b) the creation of any additional Lots; or
- (c) the consolidation of any Lot with another Lot or Lots; or
- (d) the subdivision of any Lots shown on the Plan of Subdivision to create additional or less Lots;
- (e) any alleged misdescription of the Land or deficiency in its area or measurements;
- (f) the creation of any:
  - (i) public walkway or footpath;
  - (ii) easement; or
  - (iii) encumbrance; or
- (g) any renumbering of stages or Lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so.

#### 11.6 **Changes to area**

The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially affect the Land.

#### 11.7 **Alterations to Engineering Drawings**

- (a) The Vendor can, without being required to give any notice to the Purchaser, make amendments to the Engineering Drawings:
  - (i) to meet, or as a consequence of meeting, any requirement, recommendation or requisition of any Authority; or
  - (ii) which the Vendor determines, in its absolute discretion, are required for the adequate servicing of the Site or any part of it; or
  - (iii) any minor amendment or alteration which does not materially affect the Land, including, without limitation, a change to:
    - (A) the linear dimensions for bearing and distances of up to 2%;
    - (B) the height of surface contours or fill levels up to 500mm; or
    - (C) the height and location of retaining walls up to 500mm.
- (b) The Purchaser cannot Object in respect of any amendments to the Engineering Drawings made under this Special Condition 11.7.

#### 11.8 **Signing of documents**

If the Vendor asks, the Purchaser must promptly sign any document required, in order to give effect to any amendment or alteration to the Plan of Subdivision or Engineering Drawings, which does not materially affect the Land.

## **12. Encumbrances**

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### **12.1 Purchaser buys subject to Encumbrances**

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;
- (b) buys the Property subject to:
  - (i) the Encumbrances;
  - (ii) all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;
  - (iii) all easements and encumbrances affecting the Site including those created or implied by the *Subdivision Act*; and
  - (iv) the rights of the Vendor under Special Condition 12.2; and
- (c) agrees that the matters specified in Special Condition 12.1(b) do not constitute a defect in the Vendor's title to the Property.

The Purchaser must not Object in relation to any matter referred to in this Special Condition 12.1.

## 12.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may enter into agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
- (c) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (d) is entitled to require that:
  - (i) the instrument of transfer incorporate a covenant; or
  - (ii) the Purchaser create an easement or other restriction that will burden the Land,if any one or more of these are:
  - (iii) required by any Authority;
  - (iv) required for the certification or registration of the Plan of Subdivision; or
  - (v) in the opinion of the Vendor (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

## 12.3 Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

# 13. Disclosure of Surface Level Works

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## 13.1 Disclosure

The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act* details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:

- (a) have been carried out on that land after the certification of the Plan of Subdivision and before the date of this Contract; or
- (b) are at the date of this Contract being carried out or are proposed to be carried out on that land,

are set out in the Plan of Surface Level Works.

### 13.2 Existing Fill

The Purchaser:

- (a) acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to or after the Vendor becoming registered proprietor of that part of the Site; and
- (b) may not Object in respect of anything referred to in Special Condition 13.2(a).

### 13.3 Subdivisional works

- (a) The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, compacted or cut as disclosed in the Plan of Surface Level Works ("**subdivisional works**").
- (b) The Purchaser acknowledges and agrees that the plans disclosing the subdivisional works are design plans only and are not as built plans and that such plans and subdivisional works may be changed before settlement in accordance with Special Condition 13.4.

### 13.4 Works

At the Day of Sale:

- (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has not given disclosure pursuant to section 9AB(1) of the Sale of Land Act;
- (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Sale of Land Act; and
- (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Sale of Land Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

### 13.5 No Objection

Subject to the Sale of Land Act, the Purchaser may not Object in respect of any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works.

### 13.6 Fill levels

The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representation or warranty regarding the amount of any:
  - (i) topsoil that has been, or may be, removed from the Property; or

- (ii) filling and regrading that may be required;
- (b) the Purchaser has relied upon its own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the Purchaser does, or proposes to, undertake on the Property; and
- (c) the Purchaser may not Object in respect of any works that the Purchaser may be required to undertake to or on the Land.

### **13.7 Timing of subdivisional works**

The Vendor and its employees, agents and consultants may commence or complete the subdivisional works before and/or after settlement of this Contract.

### **13.8 Indemnity**

The Purchaser is liable for and indemnifies the Vendor against any Claim made by any person in respect of subdivisional works.

## **14. Caveat**

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### **14.1 No caveat to be lodged**

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

### **14.2 Purchaser's acknowledgement**

The Purchaser acknowledges that breach of Special Condition 14.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

### **14.3 Appointment as attorney**

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 14.1.

## **15. Development Works**

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### **15.1 Undertaking of Development Works**

The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots after settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out those works.

### **15.2 Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
- (b) the Vendor and any contractor contracted for works on any part of the Site may enter and carry out other Development Works on other lots on the Plan of Subdivision and for that purpose may bring upon the Site any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
- (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;
- (d) any contractor working on the Site shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (e) the Purchaser is not entitled to Object in respect of any Development Works which the Vendor is permitted by an Authority to complete after registration of the Plan of Subdivision.

### 15.3 No proceedings

As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.

### 15.4 No responsibility

The Purchaser acknowledges and agrees that the Vendor is not responsible for any contractor carrying out works under contracts with the purchasers of any other lots forming part of the Site.

### 15.5 No Objection

Without limiting any other provision of this Contract, the Purchaser may not Object by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
- (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Site for the purpose of:
  - (i) gaining access or egress to any part of the Site or any adjoining land whether by foot or in vehicles and heavy machinery; or
  - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development,

and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works;
- (c) any easements restrictions or other encumbrances created or implied by the Subdivision Act or created or executed by the Vendor;
- (d) construction of any services on or under the Site which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Site;
- (f) non-completion of the facilities to be constructed on the Site;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Site;

- (h) any boundary on the Site not being fenced or any boundary fence or wall not being on or within the boundary; and
- (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

## **16. Planning and Building Controls**

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### **16.1 Disclosure**

The Purchaser acknowledges and agrees that:

- (a) the Planning and Building Controls as at the Day of Sale are contained in the Vendor's Statement;
- (b) the Purchaser read the Planning and Building Controls prior to signing this Contract; and
- (c) the Purchaser had an opportunity to receive advice regarding the Planning and Building Controls prior to signing this Contract.

### **16.2 Restrictions**

- (a) The Purchaser covenants and agrees with the Vendor to be bound by, and comply with, the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 16.2(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor against all costs and expenses incurred by the Vendor in respect of rectifying such breach.
- (d) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of the Restrictions for any particular lot on the Plan of Subdivision and that the Purchaser may not Object because of that consent.

### **16.3 Alternative Controls**

- (a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to design guidelines, memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are consistent with the Planning and Building Controls or required by the Planning Documents.
- (b) The Purchaser may not Object because of any such additional controls.

### **16.4 Variation and Waiver**

- (a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation of, or waive, any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.
- (b) The Purchaser may not Object because of any such consent or waiver.

### **16.5 Purchaser Covenants**

The Purchaser:



- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
  - (i) will not merge on completion of this Contract; and
  - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns;
- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a Special Condition in the form of this Special Condition 16; and
- (d) covenants with the Vendor to complete Construction within 12 months of commencement of Construction.

#### 16.6 **Conflict in Planning and Building Controls**

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions; and
- (b) second, these Special Conditions.

#### 16.7 **MCP**

- (a) The Purchaser acknowledges that:
  - (i) the MCP will be referenced as part of the Restrictions and registered as an encumbrance on the title to the Property;
  - (ii) the Purchaser will be bound by the terms and conditions of the MCP; and
  - (iii) the Purchaser must not Object or require the Vendor to take any action in respect of the MCP.

#### 16.8 **Design Guidelines**

- (c) The Purchaser acknowledges and agrees that it has read and understood the Design Guidelines and it will comply with the Design Guidelines at all times.
- (d) The Purchaser must:
  - (i) obtain approval from the Vendor for the Purchaser's Construction Plans before lodging an application for Construction Permits with the local government or commencing Construction; and
  - (ii) comply with:
    - (A) the Design Guidelines; and
    - (B) any conditions of consent or approval given by the Vendor under the Design Guidelines.
- (e) The Purchaser further covenants with the Vendor that:

- (i) it is an essential term of the Contract that this Special Condition and the Design Guidelines are included in any contract of sale relating to the future sale or transfer of the Property by the Purchaser; and
  - (ii) it must procure a deed executed in a form satisfactory to the Vendor, with the Vendor as a party to the deed, from any purchaser and/or transferee (**New Purchaser**) containing agreement by the New Purchaser to observe and comply with the covenants in this Special Condition and the Design Guidelines.
- (f) If the Purchaser fails to comply with this Special Condition or the Design Guidelines, the Vendor is entitled in addition to any other rights:
- (i) to seek an injunction to prevent the Purchaser, its agents, successors or assigns from continuing with the Construction of the Residence;
  - (ii) to remove any non-complying structures or works at the Purchaser's cost; and
  - (iii) to seek damages for breach of this Special Condition or the Design Guidelines.
- (g) The Purchaser indemnifies the Vendor for any costs, expenses, damages or other liabilities incurred by the Vendor as a result or in connection with a breach by the Purchaser of this Special Condition or the Design Guidelines.
- (h) The Purchaser acknowledges that the Vendor may:
- (i) amend, modify or vary the Design Guidelines (or cause the Design Guidelines to be amended, modified or varied) in its absolute discretion. The Purchaser is not entitled to Object by any reason of any such amendment, modification or variation;
  - (ii) approve any application in relation to another lot that does not comply with the Design Guidelines (or cause such approval to occur). The Purchaser is not entitled to Object by reason of any such approval in relation to another lot.

#### 16.9 **Rescode**

- (a) The Purchaser acknowledges that:
- (i) ResCode legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing; and
  - (ii) ResCode may apply to development on or in respect of the Property.
- (b) The Purchaser may not Object in respect of any Rescode requirements.

#### 16.10 **Bushfire Attack Level**

Without limiting any other Special Condition in this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;
- (b) unless otherwise stated in the Vendor's Statement, the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser 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;

- (d) that, unless otherwise stated in the Vendor's Statement, no information, representation or warranty was made by the Vendor, the Vendor's Estate Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
  - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
  - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not Object in respect of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

#### 16.11 Vendor Access

The Vendor has the right to access the Property after Settlement on provision of prior written notice to ensure compliance with this Special Condition 16.

#### 16.12 Construction

- (a) The Purchaser must not alter, or cause to be altered any retaining walls or lot drainage on the Property, unless:
  - (i) the Purchaser obtains:
    - (A) all necessary permits, consents or approvals required from any Authority; and
    - (B) approval in writing from a qualified engineer; and
  - (ii) the structural integrity of any retaining wall(s) on the Property is not affected; and
  - (iii) the alterations do not affect any part of the Site (including the lots adjoining the Property) and any structures (including, without limitation, retaining walls) constructed or being constructed on any part of the Site.
- (b) The Purchaser acknowledges that any retaining walls constructed on the Property, prior to Settlement, form part of the Property and must be maintained by the Purchaser.

#### 16.13 No Merger

This Special Condition 16 does not merge on Settlement.

### 17. Environment

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#### 17.1 Acknowledgment

The Purchaser acknowledges that:

- (a) the Property may be contaminated; and
- (b) Contaminants may have emanated from the Property in the past.

#### 17.2 Release and indemnity

From the date of actual settlement, the Purchaser:

- (a) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to;

- (b) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to; and
- (c) indemnifies the Vendor and the Vendor's employees, agents and officers, and will keep them indemnified, against all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with,

any Contaminant in, on, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.

The Vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 17.2(c).

### 17.3 **No objection**

The Purchaser may not Object or require the Vendor to take any action on account of any Contaminants in, on, under or emanating from the Property, any part of the Site or any adjoining land.

## 18. **Fences**

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### 18.1 **Definitions**

In this Special Condition 18, the words "Fencing Works" means the fencing works to be carried out in accordance with Special Condition 16.7.

### 18.2 **Purchaser acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) the Purchaser buys the Property subject to this Special Condition 18 and that the Purchaser will not make any requisition, objection or exercise the Purchaser's rights in respect of any matter referred to in this Special Condition 18;
- (b) the Vendor may undertake the Fencing Works on the Property prior to settlement;
- (c) if the Vendor undertakes the Fencing Works, the Purchaser must reimburse the Vendor for fifty per cent of the costs of the Fencing Works by way of an adjustment in the Vendor's favour at settlement;
- (d) if, before settlement, the Vendor receives one or more fencing notices from the owners of the land adjoining the Property then the Purchaser will be liable for the full cost set out in each of the fencing notices; and
- (e) while the Vendor is the owner of any land adjoining the Property, the Vendor is not required to contribute towards the cost of any dividing fence, as the Vendor's share of the cost of any such dividing fence is included in the Price.

### 18.3 **Purchaser's obligations**

If the Vendor does not complete the Fencing Works prior to settlement:

- (a) the Purchaser must undertake the Fencing Works on the Property;
- (b) the Purchaser indemnifies the Vendor from any Claims resulting from the Fencing Works; and
- (c) except as otherwise provided in this Contract, the Purchaser agrees with the Vendor that the Purchaser will not make any Claim against the Vendor for any contribution to the cost of undertaking the Fencing Works or any other types of fencing on any other part of the Property or the Development Land pursuant to the provisions of the *Fences Act 1968* (Vic),

including any sums for liabilities which the Vendor may (whether or not it was aware of any) have incurred with any adjoining owners.

#### 18.4 Fencing

- (a) The Purchaser must not Object or require the Vendor to take any action if:
- (i) one or more of the boundaries of the Property is not fenced; or
  - (ii) any boundary fence or wall is not on or within the boundaries of the Property.
- (b) The Purchaser acknowledges that Special Condition 16.7 applies in respect of any fence the Purchaser proposes to erect on the Property, and the Purchaser must obtain approval from the Vendor prior to erection of any fence, in accordance with Special Condition 16.7.

#### 18.5 Payment

Any amounts payable by the Purchaser under this Special Condition may be payable to the Vendor under Special Condition 22 by way of an adjustment to the Balance.

### 19. Vendor's Rights

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#### 19.1 Completion of the Development

The Vendor may, for the purposes of completion of the Development, after settlement:

- (a) carry out works (including demolition, alterations and repairs) on the Site;
- (b) use, operate, install, repair, maintain, remove, replace and temporarily interrupt services; and
- (c) appoint agents or others to exercise any of the Vendor's rights,

but in doing so, the Vendor must take reasonable steps to minimise interference with the Purchaser's enjoyment and use of the Property.

#### 19.2 Vendor may conduct activities

The Purchaser acknowledges that both before and after the date of actual settlement, the Vendor and the Vendor's employees and agents may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office, suite or facility or both for representatives of the Vendor and their representatives.

#### 19.3 No Objection

The Purchaser may not Object because of anything contemplated by Special Conditions 19.1 or 19.2.

### 20. Dealings

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#### 20.1 No resale

- (a) The Purchaser must not prior to settlement sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion) until every lot on the Plan of Subdivision has been sold by the Vendor.
- (b) In addition to Special Condition 20.1(a), the Purchaser must not, prior to constructing any house or dwelling on the Land in accordance with the terms of this Contract, sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion).

#### 20.2 **Authorised sale or transfer**

Where the Vendor consents to sale or transfer or where consent is not required in accordance with Special Condition 20.1, the Purchaser may and only with the prior written consent of the Vendor, sell or transfer the Land if:

- (a) the Purchaser has complied with all of the Purchaser's obligations under this Contract to the Vendor's satisfaction (acting reasonably); or
- (b) the Purchaser procures the transferee of the Land to sign a deed on terms acceptable to the Vendor pursuant to which the transferee agrees to comply with all of the obligations in this Contract which remain to be performed at the date of the proposed transfer of the Land.

#### 20.3 **No release**

The Purchaser will not be released from its obligations under this Contract upon any sale or transfer of the Land.

#### 20.4 **Dealings by the Vendor**

- (a) The Purchaser acknowledges and agrees that the Vendor may assign, transfer or otherwise dispose of its rights under this Contract to a third party.
- (b) The Vendor will notify the Purchaser if it deals with its rights under this Contract pursuant to Special Condition 20.4.
- (c) The Purchaser agrees not to Object if the Vendor deals with its rights under this Contract.
- (d) If the Vendor does any of the things contemplated by this Special Condition, the Purchaser agrees to enter into a deed or agreement as may be required by the Vendor to give effect to such actions and to acknowledge that the Purchaser will comply with its obligations under this Contract in favour of the party to whom this Contract has been assigned, transferred or novated.

#### 20.5 **Mortgages and charges**

The Vendor may grant mortgages or charges over the Site or the Land at any time up until settlement.

#### 20.6 **Essential term**

- (a) This Special Condition 20 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 20.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 20 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 20.



## **21. Settlement**

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### **21.1 Settlement**

Settlement must take place before 3pm on the Settlement Date. If Settlement takes place after 3pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

### **21.2 Charges**

- (a) General Condition 7 does not apply to this Contract.
- (b) The Vendor is not required to provide at any time any:
  - (i) release from any secured party releasing a security interest in respect of the Property; or
  - (ii) 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 the Settlement Date; or
  - (iii) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on the Settlement Date, the personal property included in the Contract is not or will not be property in which the relevant security interest is granted.
- (c) The Purchaser may not Object, or require the Vendor to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009* (Cth).

## **22. Adjustment of Outgoings**

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### **22.1 No application**

General Condition 15 does not apply to this Contract.

### **22.2 Apportionment**

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Settlement Date.

### **22.3 Bulk assessment**

The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for Outgoings for the Property at the Settlement Date the Outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

### **22.4 Separate assessments**

If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority. Any such readjustment must be made within 12 months after the Settlement date and be accompanied by a copy of the original notice.

## 22.5 Payment

The Vendor will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstances.

## 22.6 Apportionment as if paid by the Vendor

Despite Special Condition 22.5, the Outgoings must be apportioned as if they had been paid by the Vendor.

## 22.7 Land tax

- (a) Despite any other provision in this Contract, the parties agree that:
  - (i) for the adjustment of land tax 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 Development Land (**Land Tax Assessment**); and
  - (ii) land tax will be adjusted:
    - (A) based on the proportional land tax stated in the Land Tax Assessment;
    - (B) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan of Subdivision; and
    - (C) from the Settlement Date.
- (b) Despite Special Condition 22.7(a), payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.
- (c) The Vendor acknowledges that:
  - (i) it is liable and responsible for payment of land tax chargeable on the Land until the date upon which the Purchaser becomes entitled to possession; and
  - (ii) subject to Special Condition 22.7(a), it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

## 23. Nomination

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### 23.1 Application

Any common law right to effect a nomination is expressly excluded from this Contract.

### 23.2 Interpretation

In this Special Condition 23:

- (a) **Associated Person** has the same meaning as in Section 3 of the *Duties Act 2000*; and
- (b) **Nominee** means the substitute or additional purchaser, together with the Purchaser in the case of nomination of an additional purchaser.

### 23.3 Right of Nomination

- (a) Subject to Special Condition 23.3(b), the Purchaser may, with the prior written consent of the Vendor, nominate one Nominee for the Property by giving to the Vendor, not less than 14 Business Days and not more than 30 Business Days before the Due Date:
  - (i) a signed notice nominating the Nominee;
  - (ii) if the Nominee is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall, simultaneously upon execution of the nomination notice, procure the execution by all of its directors of the Guarantee and Indemnity and provide the fully executed Guarantee and Indemnity to the Vendor; and
  - (iii) payment to the Vendor's solicitors by the Nominee of \$350.00 plus GST, being the Vendor's legal costs of dealing with the Nominee.
- (b) The Purchaser is not entitled to nominate a Nominee under this Special Condition 23 if:
  - (i) at the time it purports to nominate a Nominee, the Purchaser is in default under the Contract; or
  - (ii) the Nominee is not an Associated Person of the Purchaser.

### 23.4 Purchaser liability

- (a) The Purchaser remains personally liable for the due performance of all of the Purchaser's obligations and liabilities under or arising out of the Contract notwithstanding a nomination under this Special Condition 23.
- (b) Wherever this Contract prohibits the Purchaser from doing or obliges the Purchaser to do any matter or thing, the Purchaser will be deemed to have done or failed to have done that matter or thing if it is done or not done by the Nominee.
- (c) Except as expressly permitted by this Special Condition 23 the Purchaser must not, without the prior written consent of the Vendor, assign, transfer or otherwise deal with its interest in, or any rights or obligations under or arising out of, the Contract.

### 23.5 Indemnity

The Purchaser:

- (a) must fully and truthfully disclose (and must procure that the Nominee fully and truthfully discloses) a nomination under this Special Condition 23 to the State Revenue Office of Victoria; and
- (b) indemnifies the Vendor from and against any Claim or loss, damage or expense arising out of or in connection with a nomination under this Special Condition 23.

### 23.6 Foreign Purchaser

If the Nominee is or includes a person required to give notice of its intention to purchase the Property under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Purchaser warrants that the Nominee has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Property by the Nominee on the terms and conditions set out in this Contract.

## 24. Substitute Vendor

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- 24.1 The Purchaser acknowledges that:

- (a) the Vendor may enter into a contract with a substitute vendor (**Substitute Vendor**) whereby the Vendor agrees to sell, transfer or dispose of its interest in the Development Land to the Substitute Vendor;
- (b) the Vendor has the right to assign its interest in this Contract to the Substitute Vendor and the Substitute Vendor is entitled to enforce all of the Vendor's rights under this Contract provided that the Substitute Vendor and the Vendor give a written notice to the Purchaser to that effect; and
- (c) the Purchaser must, if required by the Vendor or the Substitute Vendor, enter into a deed releasing the Vendor from its obligations and/or confirming its obligations to the Substitute Vendor under this Contract.

## **25. Guarantee and Indemnity**

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If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

## **26. FIRB**

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### **26.1 Warranty**

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
  - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the FIRB or any other relevant Authority; and
  - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

### **26.2 Indemnity**

If the warranty in Special Condition 26.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

### **26.3 Non merger**

This Special Condition 26 will not merge on the transfer of the Land but will continue to have full force and effect.

## **27. Default**

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### **27.1 Specific breaches**

If:

- (a) the Purchaser breaches:

- (i) Special Condition 7.2; or
- (ii) Special Condition 25; or

(b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

#### 27.2 **If Vendor terminates**

If the Vendor terminates this Contract under Special Condition 27.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

#### 27.3 **Time remains of the essence**

The Purchaser's obligation to pay interest under Special Condition 28.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

#### 27.4 **Other rights unaffected**

Nothing in this Special Condition 27 limits the rights of the Vendor if the Purchaser defaults under this Contract.

#### 27.5 **Land tax**

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

### **28. Costs of Default**

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#### 28.1 **Interest on Default**

- (a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:
  - (i) calculated daily at a rate of 2% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic); and
  - (ii) on the amount overdue for the period of the default.
- (b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.
- (c) This Special Condition 28 is an essential term of this Contract.

#### 28.2 **Payments on Default**

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
  - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;

- (ii) all additional costs incurred by the Vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
- (iii) the payment of interest in accordance with this Contract.

### 28.3 Failure to Settle

- (a) The Purchaser acknowledges and agrees that if the Purchaser fails to settle on the date and at the time and place settlement is due in accordance with this Contract, time being of the essence (**Settlement Default**):
  - (i) the Purchaser will be in default of this Contract;
  - (ii) the Purchaser must pay to the Vendor's Legal Practitioner an amount of \$250 (plus GST) for each and every Settlement Default; and
  - (iii) the Purchaser must pay any costs of the Vendor's mortgagee for each and every Settlement Default.

For the avoidance of doubt, the Purchaser must pay the Vendor's Legal Practitioner both of the amounts contained in Special Condition 28.3(a)(ii) and 28.3(a)(iii) for each and every Settlement Default.

## 29. Purchaser's indemnity

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29.1 The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (a) breach or non-performance of this Contract by the Purchaser; or
- (b) breach of warranty under this Contract by the Purchaser.

## 30. Additional Vendor's rights

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### 30.1 Vendor's right not to proceed

The Vendor may before the Election Date end this Contract by notice to the Purchaser if:

- (a) in the Vendor's opinion it has been or will be unable to enter into a sufficient number of contracts to sell lots on the Plan of Subdivision to enable the Development to proceed; or
- (b) it is unable to obtain finance for the Development on terms acceptable to it.

### 30.2 Consequences of termination

- (a) If this Contract is terminated pursuant to Special Condition 30.1, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 30.1.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

## 31. Confidentiality

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### 31.1 Confidentiality



The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

- (a) the extent required by law (which includes the rules of the Australian Securities Exchange); or
- (b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

### 31.2 Public Announcements

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

## 32. Purchaser as trustee

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If the Purchaser enters into this Contract in its capacity as a trustee of any trust ("**Purchaser Trust**") then the Purchaser covenants and warrants to the Vendor that:

- (a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;
- (c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;
- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending Settlement, the Purchaser will not:
  - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
  - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
  - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
  - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
  - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

## 33. Capacity

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The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

### **34. Vendor as trustee**

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- (a) In this Special Condition 34, the word "**Trust**" means Officer Property Unit Trust.
- (b) The Purchaser acknowledges and agrees that the Vendor enters into this Contract solely in its capacity as the trustee of the Trust and in no other capacity.
- (c) A liability arising under or in connection with this Contract can be enforced against the Vendor only to the extent to which it can be satisfied out of the Property of the Trust out of which the Vendor is actually indemnified for the liability.
- (d) The limitation of the Vendor's liability contained in this Special Condition 34 applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Vendor in connection with this Contract.
- (e) The Purchaser may not sue the Vendor in any capacity other than as trustee of the Trust, including seeking the appointment to the Vendor of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this Special Condition 34 will not apply to any liability or obligation of the Vendor 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 Vendor's own fraud, gross negligence or breach of trust or breach of duty.

### **35. Access for Construction and Post Settlement Matters**

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- (a) The Purchaser acknowledges and agrees that:
  - (i) the Vendor may conduct marketing activities in or about the Development generally in respect to the marketing of any unsold Lots within the Development and the Purchaser grants the Vendor an irrevocable right to access the Development after the Settlement Date for those purposes;
  - (ii) the Purchaser must not make and furthermore will use its best endeavours to procure that the Owners Corporation of which the Purchaser is a member does not make, any objection or requisition or bring any claim or action, or issue, injunctive proceedings or any proceedings of any description against either the Vendor or any builder or other contractor appointed by the Vendor (**Contractor**) or any other person as a consequence of anything connected with:
    - (A) any application for a permit or approval in connection with the Development;

- (B) any continuing surveying, engineering and construction works or rectification and repair works being carried out from time to time after the Settlement Date or in the Development, the Common Property or on any Lot on the Plan and in respect to any access or use rights exercised by the Vendor or its Contractors or other person in respect of them and in respect to any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from those works and/or the Vendor's or its Contractor's exercise of their rights under this Special Condition; or
  - (C) the Vendor's marketing activities conducted from any lot on the Plan or any part of the Development after the Settlement Date involving, among other things, the placement and maintenance in any lot or lots on the Plan (except the Property) or upon the Common Property or other part of the Development, of sale signs, insignia and other fixtures and fittings for marketing purposes which the Vendor in its absolute discretion thinks fit and in respect to any access rights exercised by the Vendor in respect of those activities and any inconvenience that may result from those activities;
- (iii) the Vendor intends using or may in the future decide to use a lot for the marketing and selling of any unsold lots on the Plan and the Purchaser hereby consents thereto;
  - (iv) the Vendor or its Contractors may need access to the Property or to the Development after the Settlement Date to carry out rectification and repair works to the Development or to the Property or to another lot on the Plan or to carry out rectification or repair works, or for surveying, engineering and construction works and the Purchaser hereby grants to the Vendor, its servants or agents and its Contractors an irrevocable right of access to the Property and the Development after the Settlement Date for those purposes.

## **36. Subject to finance**

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### **36.1 Application**

This Special Condition 36 only applies if the "Loan" section has been completed in the Particulars of Sale.

### **36.2 Definition**

In this Special Condition 36:

- (a) **"Approval Date"** means the approval date specified in the "Loan" of the Particulars of Sale;
- (b) **"Loan"** means a loan for not less than the Loan Amount for the purchase of the Property from a bank licensed to conduct banking business in Australia; and
- (c) **"Loan Amount"** means the loan amount specified in the "Loan" of the Particulars of Sale.

### **36.3 Purchaser's' Obligations**

The Purchaser must:

- (a) apply for the Loan before, or within 2 Business Days after, the Day of Sale (time being of the essence);
- (b) do everything reasonably required to obtain approval of the Loan prior to the Approval Date;
- (c) keep the Vendor and the Vendor's Legal Practitioner informed of the progress of the Loan application; and

- (d) if the Loan application is refused or has not been approved on or before the Approval Date, promptly obtain and deliver to the Vendor and the Vendor's Legal Practitioner a copy of the letter signed by its lender stating why the Loan application was refused.

#### 36.4 **Non-satisfaction of condition**

- (a) If the Loan is not approved on or before the Approval Date (time being of the essence) and the Purchaser is not and has not been in default under this Contract, the Purchaser may end this Contract by giving written notice and a copy of the letter required by Special Condition 36.3(d) to the Vendor by 5.00pm on the day after the Approval Date (time being of the essence).
- (b) If the Purchaser validly terminates this Contract under Special Condition 36.4(a):
  - (i) the Vendor will refund the Deposit paid by the Purchaser to the Purchaser; and
  - (ii) neither party shall have any claim against the other except for any antecedent breach of this Contract.

#### 36.5 **Waiver**

If the Purchaser does not end this Contract within the time specified in Special Condition 36.4(a) (time being of the essence), the Purchaser is taken to have waived this condition.

### **37. Entire Contract**

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#### 37.1 **Acknowledgment**

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:
  - (i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;
  - (ii) compliance with any Laws affecting the Property;
  - (iii) any development or subdivision which may be undertaken on or in relation the Property;
  - (iv) the existence or non-existence of any Contamination of the Property;
  - (v) the amenity or neighbourhood in which the Property is located; or
  - (vi) any financial return or income that may be derived from the Property;
- (b) no information, representation or warranty (express or implied) provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;
- (c) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 37.1(a);
- (d) to the extent permitted by law, the Vendor is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner; and

- (e) the Purchaser may not make any Claim by reason of any matter, thing or liability arising from:
  - (i) any actual or alleged representation or warranty by any person;
  - (ii) any actual or alleged agreement or understanding not embodied in this Contract; and
  - (iii) any actual or alleged agreement with an owner of an adjoining property,in relation to anything concerning the Property.

## 37.2 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

## 38. General

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### 38.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

### 38.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

### 38.3 Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

### 38.4 Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

### 38.5 Continuing Obligations

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

### 38.6 Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

### 38.7 Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

### 38.8 Notices

- (a) A notice may be served by being sent by fax to the fax number of a party or that party's solicitors specified in this Contract or last notified to the sender.
- (b) A notice may be signed by a party or a party's officer, legal representative or attorney.
- (c) A demand, notice or document will be considered received from a party:
  - (i) if delivered, on delivery;
  - (ii) if sent by pre-paid post, 2 Business Days after posting (if posted within Australia to an address in Australia) or 7 Business Days after posting (if posted to or from a place outside Australia); and
  - (iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.
- (d) If a notice is delivered or received by fax on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered or received on the next Business Day.

### 38.9 Attorneys and Authorised Representatives

- (a) Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

### 38.10 Counterparts

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

### 38.11 Electronic delivery

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not effect the validity or effectiveness of the Relevant Document.

### 38.12 Rule of Construction

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

## 39. Digital Duties Form and SRO Settlement Statement

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### 39.1 Definitions

In this Special Condition 39:

**DDF** means the online form called "Digital Duties Form" generated from the SRO website.



**Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.

**SRO** means the State Revenue Office of Victoria.

**SRO Settlement Statement** means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

### 39.2 **Vendor's obligations**

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 39.3 sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

### 39.3 **Purchaser's obligations**

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so;
- (a) prior to Settlement:
  - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
  - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract; and
- (e) not make or require any changes to the DDF except as requested by the Vendor or the Vendor's Legal Practitioner less than 2 business days prior to the due date.

### 39.4 **No Objection**

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

### 39.5 **Settlement if not an electronic conveyance**

- (a) This Special Condition 39.5 only applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.

- (b) Subject to the Vendor complying with Special Condition 39.2:
  - (i) Settlement is not conditional upon:
    - (A) the Purchaser signing or approving a DDF; or
    - (B) production of an SRO Settlement Statement; and
  - (ii) the Purchaser may not Object if:
    - (A) the DDF is not completed prior to Settlement or at all; or
    - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

#### 39.6 **Settlement if an electronic conveyance**

- (a) This Special Condition 39.6 only applies if Special Condition 39.5 does not apply.
- (b) Special Condition 39.3 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 39.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

#### 39.7 **Breach of Purchaser's obligations**

Without prejudice to the Vendor's other rights in this Contract, if the Purchaser breaches any of its obligations in Special Condition 39.3, the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is \$150.00 plus GST for each and every breach and which may be charged on multiple occasions by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

#### 39.8 **General Condition 10.1**

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 2.1(c)).

### **40. GST Withholding**

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#### 40.1 **Definitions**

In this Special Condition 40:

**Commissioner** means the Commissioner of Taxation.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Withholding Amount** means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

**Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

#### 40.2 **Interpretation**

In this Special Condition 40, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

#### 40.3 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 40.3(a):
  - (i) the name and ABN of the Vendor;
  - (ii) the GST Withholding Amount;
  - (iii) when the GST Withholding Amount is required to be paid;
  - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
  - (v) any other information required by law.

#### 40.4 Withholding

- (c) This Special Condition 40.4 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (d) For the purposes of General Condition 11, the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
  - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
  - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (e) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 40.4(d) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

#### 40.5 No Effect on Other Terms

Except as expressly set out in this Special Condition 40, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme to the supply of the Property.

#### 40.6 Other Information

If the Property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

## 41. Introduction Fee

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- (a) The Purchaser acknowledges and agree that the Vendor 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 Purchaser must not make any Claim with respect to any matter referred to in this Special Condition 41.

## 42. Exclusion from promotions

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- (a) For the purposes of this Special Condition 42, the words "**Promotional Offer**" means any package, voucher or other offer made available to purchasers who proceed with a purchase of a property within the Development.
- (b) The Purchaser acknowledges and agrees that at no time was a Promotional Offer made available to the Purchaser as a result of the Purchaser's purchase or acquisition of the Property or entry into this Contract.
- (c) The Purchaser acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Purchaser is not entitled to claim or redeem any Promotional Offer.

## 43. Electronic Conveyancing

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### 43.1 Electronic Conveyancing (Adoption of National Law) Act

In this Special Condition 43 all references and defined terms correlate with the *Electronic Conveyancing (Adoption of National Law) Act 2013*.

### 43.2 Application of Special Condition

This Special Condition 43 has priority over any other provision to the extent of any inconsistency. This Special Condition applies if this Contract specifies, or the parties subsequently agree in writing, that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

### 43.3 Agreement

- (a) Each party must:
  - (i) be, or engage a representative who is a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (b) The Vendor must open the Electronic Workspace ('**workspace**') as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (c) The Vendor must nominate a time of the day for locking of the workspace at least 2 Business Days before the due date for Settlement.

- (d) Settlement occurs when the workspace records that:
  - (i) the exchange of funds or value between the financial institutions in accordance with the instructions of the parties has occurred; and
  - (ii) the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

#### **44. Electronic Signing and Delivery**

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- 44.1 This Contract, the Vendor's Statement and the Guarantee and Indemnity will be considered to be validly executed by a party if affixed with an electronic signature, manuscript signature or initials or a typed name of the party or a person, firm or company and its representatives holding the requisite authority to bind the relevant party.
- 44.2 If this Contract, the Vendor's Statement and/or the Guarantee and Indemnity are signed electronically:
- (a) the Vendor may at any time request that the Purchaser sign a paper counterpart of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity and return the signed paper counterpart to the Vendor or the Vendor's Solicitors within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence);
  - (b) if the Purchaser fails to comply with Special Condition 44.2, within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence), the Purchaser appoints the Vendor as its attorney to sign the paper counterpart version of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity on behalf of the Purchaser;
  - (c) the Purchaser indemnifies the Vendor in relation to all Claims arising from the Purchaser's breach of this Special Condition 44; and
  - (d) the Purchaser may not Object or make any Claim against the Vendor in relation to the Contract, the Vendor's Statement and/or the Guarantee and Indemnity having been signed electronically.

#### **45. Nominated Lots (Lots 501 to 508)**

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##### **45.1 Definitions**

In this Special Condition 45 the following terms have the corresponding meaning:

**Nominated Lots** means lots **501** to **508** (both inclusive) on the Plan;

**Minimum Number** means 6 lots;

**Release Date** means the date that all of the Nominated Lots have been made available by the Vendor for sale to the public (or such later date to be determined by the Vendor in the Vendor's absolute discretion; and

**Sunset Date** means the date that is 9 months from the Release Date or such later date as determined by the Vendor in its absolute discretion.

##### **45.2 Contract is conditional**

Unless the Vendor gives written notice to the Purchaser waiving the benefit of this Special Condition 45, this Contract is subject to and conditional upon the Vendor entering into unconditional contracts of sale for at least the Minimum Number of the Nominated Lots.

##### **45.3 Acknowledgement**

The Vendor and the Purchaser acknowledge that Settlement cannot occur until the conditions set out in this Special Condition 45 has been satisfied or waived by the Vendor.

##### **45.4 Vendor's Right to Terminate**

If:

- (a) the Vendor has not exchanged unconditional contracts of sale for the Minimum Number of the Nominated Lots by the Sunset Date; or
- (b) the Vendor elects not to proceed with sale and development of the Nominated Lots in accordance with this Contract for any reason,

then, the Vendor may at any time elect to terminate this Contract by notice in writing to the Purchaser.

**45.5 Refund of Deposit**

If the Contract is terminated by the Vendor in accordance with Special Condition 45.4:

- (a) this Contract will be at any end;
- (b) all moneys paid by the Purchaser will be refunded to the Purchaser; and
- (c) neither party will have any right to compensation or damages against the other party as a result of the terminated.

## Annexure A – Guarantee and Indemnity

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**Date of this Agreement**      The date on which all the parties have signed this agreement.

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**Vendor**      The Vendor named in the Reference Schedule.

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**Guarantor**      The Guarantor named in the Reference Schedule.

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**Recitals**

A.      At the request of the Guarantor, the Vendor has agreed to enter into the Contract.

B.      Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Agreement.

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The party described as the Guarantor in the Schedule hereto (**Guarantor**) has requested the Vendor to enter into this Guarantee and Indemnity and the Vendor enters into this Guarantee and Indemnity in consideration of \$1.00 payable to the Vendor within 10 Business Days from receipt of written demand.

The Guarantor agrees to guarantee and indemnify the Vendor as follows:

1.      The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2.      If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3.      The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
  - (a)      a failure by the Purchaser to pay any money to the Vendor under the Contract; or
  - (b)      the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
  - (c)      any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
4.      The indemnity in clause 3:
  - (a)      is in addition to and separate from the guarantee in clause 1; and
  - (b)      is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
5.      The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.



6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.
10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.
13. This Guarantee and Indemnity may be executed and exchanged in any manner permitted under the Contract for the execution and exchange of that document (including electronically).

## GUARANTOR SCHEDULE

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Vendor	Name	Avid Property Group Nominees Pty Ltd as trustee for the Officer Property Unit Trust
	ACN	088 212 631
	Address	Ground Floor, 80 Dorcas Street, Southbank, Victoria 3006

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Purchaser	Name	
	ACN	
	ABN	
	Address	

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Guarantor	(1) Name	
	Address	
	Email	
	(2) Name	
	Address	
	Email	
	(3) Name	
	Address	
	Email	

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Contract	the contract for the sale and purchase of Lot on proposed Plan of Subdivision PS 839251V, (a copy of which is contained in the Vendor's Statement) and being part of the land described in Certificates of Title Volume 12267 Folio 927 and Volume 11267 Folio 650 and Volume 12299 Folio 651.
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EXECUTED AS AN AGREEMENT

SIGNED by Guarantor 1 named above:

on

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Signature of Guarantor 1

SIGNED by Guarantor 2 named above:

on

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Signature of Guarantor 2

SIGNED by Guarantor 3 named above:

on

SIGNED by Vendor

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By its attorney under power of attorney