

CLYDE SPRINGS



IMMERSE YOURSELF

LOT:

Contract of Sale

Vendor: Clyde Springs Developments Pty Ltd
ACN 101969573

Purchaser:

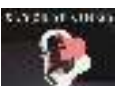
Property: Lot ____ on proposed
plan of subdivision PS902131G
230S Hardys Road, Clyde North VIC 3978

hailes lawyers

Hailes Lawyers Pty Ltd
ACN 151 323 312
Level 7, 350 Collins Street
Melbourne VIC 3000
PO Box 323
Flinders Lane VIC 8009

T +61 3 8672 6200

www.hailes.com.au
Ref: CH:WL:22038351



Contract of Sale of Real Estate

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

Property address Lot, on proposed plan of subdivision PS902131G

230S Hardys Road, Clyde North VIC 3978

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER: SEE NEXT PAGE FOR EXECUTION

This offer will lapse unless accepted within [5] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR: SEE NEXT PAGE FOR EXECUTION

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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



EXECUTION PAGE

SIGNING OF THIS CONTRACT

WARNING

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

INDIVIDUALS

SIGNED BY THE PURCHASER

x _____ on / /20

Print name of person signing

State nature of authority if applicable
(e.g. "attorney under power of attorney dated XXXX and which has not been revoked")

SIGNED BY THE PURCHASER

x _____ on / /20

Print name of person signing

State nature of authority if applicable

CORPORATIONS

SIGNED BY THE PURCHASER

in accordance with section 127 of the Corporations Act 2001(Cth)

x _____ on / /20

Print name of person signing

State nature of authority if applicable
(e.g. "director", "sole director/secretary")

x

Print name of person signing

State nature of authority if applicable
(e.g. "director", "sole director/secretary")

NOTE: two directors of a multi-director company must sign

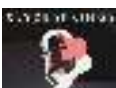
SIGNED BY THE VENDOR

_____ on / /20

Print name of person signing

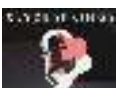
Nature of authority

Director of CLYDE SPRINGS DEVELOPMENTS
PTY LTD ACN 101969573

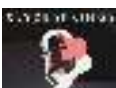


Particulars of sale

Vendor's Agent	<p>LOUTON SMITH ESTATE AGENTS</p> <p>of Suite 20, Level 3, Waterman Business Centre, 175 Marrondah Highway Ringwood VIC 3134 Tel: 0411 424 964 Email: tony@loutonsmith.com.au Ref: Tony Smith</p>
Vendor	<p>CLYDE SPRINGS DEVELOPMENTS PTY LTD ACN 101969573 of 1250 Ballarto Road, Cranbourne East, VIC 3977</p>
Vendor's Legal Practitioner	<p>HAILES LAWYERS Level 7, 350 Collins Street, Melbourne VIC 3000 PO Box 323 Flinders Lane VIC 8009 Email: settlements@hailes.com.au Tel: (03) 8672 6200 Ref: CH:MN:VY:21026903</p>
Purchaser	<p>Name: of Email: Tel No:.....Mobile No: Tax File No: Tax File No:</p> <p>If more than one Purchaser is recorded above, the Purchasers are buying the Property:</p> <p><input type="checkbox"/> as joint tenants; or</p> <p><input type="checkbox"/> as tenants in common in the following percentages:</p> <p>..... % %</p>
Purchaser's Legal Practitioner or Conveyancer	<p>..... of Tel: Fax: Email: Ref:</p>
Land (general condition 3)	<p>The Land is described as:</p> <p>Lot No. on proposed Plan of Subdivision PS902131G and being part of the land described in Certificate of Title Volume 12360 Folio 391, which is known as 230S Hardys Road, Clyde North 3978.</p>



Property Address	Lot, 230S Hardys Road, Clyde North 3978	
Goods sold with the Land	Nil – sale of vacant land	
Payment (general condition 11)	Price	\$
	Deposit	<p>equal to% of the Price payable on: /...../20..... <i>(If no date inserted, then payable upon signing)</i></p> <p>of which \$..... has been paid</p>
	BALANCE	\$ payable at Settlement
Settlement	Settlement of this Contract is due 14 days after the Vendor notifies the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of registration of the Plan of Subdivision.	
GST (general condition 13)	The Price includes GST (if any) unless the words ' plus GST ' appear in this box	NOT APPLICABLE
	If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words ' farming business ' or ' going concern ' in this box	NOT APPLICABLE
	If the margin scheme will be used to calculate GST then add the words ' margin scheme ' in this box	MARGIN SCHEME
Special Conditions	This contract does not include any special conditions unless the words ' special conditions ' appear in this box	SPECIAL CONDITIONS



PURCHASER INFORMATION FORM*

(1) Foreign Person

Is the Purchaser a Foreign Person?

Foreign Person means:

- a. a natural person not ordinarily resident in Australia;
- b. a corporation in which a natural person not ordinarily resident in Australia or a foreign corporation which holds a substantial interest (being an interest of 15% or more);
- c. a corporation in which 2 or more persons, each of whom is either a natural person not ordinarily resident in Australia or a foreign corporation which hold an aggregate substantial interest (being an aggregate interest of 40% or more);
- d. the trustee of a trust in which a natural person not ordinarily resident in Australia or a foreign corporation holds a substantial interest (being an interest of 15% or more), as defined by the Takeovers Act.

Yes

**If "Yes" the Purchaser must provide a copy of the Purchaser's passport and permanent residence visa (if applicable) at the time of signing this Contract.*

No

(2) Corporations

If the Purchaser is a corporation, please list all shareholders, their full names, usual residential addresses, nationality, and the percentage of issued share capital held by each of them:

Name	Address	Nationality	% held

(3) Trusts

If the Purchaser is a trustee of a trust, please complete the following details;

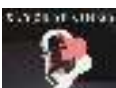
- a. Name of Trust; and
- b. Name of each major beneficiary.

Name of Trust:	
-----------------------	--

Name of each beneficiary	Address	Nationality

The Purchaser and any person signing on behalf of the Purchaser warrants that the information given in this form are accurate.

**Special Condition 36 'Personal Information' of the Contract of Sale applies to this form.*



General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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



4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -



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

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

9. GENERAL LAW LAND

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

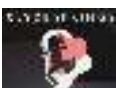
Money

10. SETTLEMENT

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

11. PAYMENT

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



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

12. STAKEHOLDING

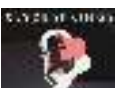
- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale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

13. GST

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

14. LOAN

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



15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

18. NOMINEE

The purchaser may nominate a substitute or additional 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 a default by a proprietary limited company purchaser.

20. GUARANTEE

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

21. NOTICES

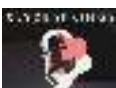
The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before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

22. INSPECTION

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

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;



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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

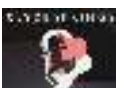
Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and



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



SPECIAL CONDITIONS

1 INTERPRETATION

1.1 Definitions

The following words have these meanings in this Contract unless the contrary intention appears: **Associated Person** means a person who is associated with the Purchaser in accordance with the definition of “associated person” contained in the Duties Act.

Authority means any public statutory authority (including the Minister for Planning), or responsible or referral authority having jurisdiction or control over or in respect of the Land;

Bank Guarantee means an unconditional and irrevocable undertaking or guarantee issued by an Australian trading bank to pay money to the Vendor without reference to the Purchaser with no expiry date and in a form satisfactory to the Vendor in its absolute discretion;

Bank Guarantor means the bank giving the Bank Guarantee;

Business Day means a day that is not a Saturday, Sunday or a public holiday in Melbourne;

Council means the City of Casey and any local government body, including any successor in authority to the Council whose municipality may at any time include the Property;

Day of Sale means the Day of Sale as described in the General Conditions;

Deposit means the deposit specified in the Particulars of Sale;

Design Guidelines means the design guidelines affecting the Land (as amended by the Vendor from time to time), a copy of which (current at the Day of Sale is attached to the Vendor Statement and which is otherwise available for inspection at the display/sales suite at the Development);

Development means the development known as ‘Clyde Springs’ located on the land comprised in the land more particularly described in Certificate of Title Volume 12360 Folio 391 and such other land added to the development from time to time;

Development Works means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Development and the construction of other Lots 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;

Duties Act means the *Duties Act 2000 (Vic)*;

Excluded Rights means the rights to:

- (i) avoid or terminate this Contract.
- (ii) make any requisition or enquiry;
- (iii) withhold any part of or require any adjustment of the Price (other than as otherwise permitted under this Contract);
- (iv) require any part of the Price to be retained (other than as otherwise permitted under this Contract);
- (v) require the Vendor to do any act, matter or thing;
- (vi) require the Vendor to amend title;
- (vii) require the Vendor to pay any money or bear any costs;
- (viii) require the Vendor to indemnify any person;
- (ix) claim any compensation; and



(x) delay Settlement.

FIRB means the Foreign Investment Review Board;

General Conditions are the conditions set out in Part 2 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*;

Guarantee means the guarantee and indemnity to be executed under Special Condition 24 the form of which is attached as Appendix A;

Land means the land described as the Land purchased by the Purchaser in the Particulars of Sale;

Lot or Lots means a Lot or Lots on the Plan of Subdivision;

Minister means the Minister for Planning;

NBN Infrastructure means the physical infrastructure, including all conduits, pathways, fibre, cables, electronic devices and equipment, ducts and any other equipment and infrastructure which will support the national broadband fibre optic network;

Particulars of Sale means the Particulars of Sale in this Contract;

Planning Permit means any planning permit issued by the Council or the Minister for the development and subdivision of the Development;

Plan of Subdivision means proposed plan of subdivision PS902131G, a copy of which is attached in Appendix B and also to the Vendor's Statement;

Property means the property described in the Particulars of Sale and the Land;

Registrar means the Registrar of Titles;

Registration Date means the day that is twenty-four (24) calendar months from the Day of Sale;

Registration or registered means in relation to the Plan of Subdivision, the issue by the Registrar of Titles of a notice stating the registration of the Plan of Subdivision and the designation of separate title numbers for each Lot on the Plan of Subdivision;

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

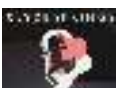
Section 173 Agreement(s) means the agreement(s) pursuant to Section 173 of the *Planning and Environment Act 1987 (Vic)*, as amended, that are required to be entered into as a condition of any Planning Permit or such other agreements that the Minister, Council or other Authorities may require the Vendor to enter into;

Settlement Date is the date specified in the Particulars of Sale as the day on which settlement is due and as amended by agreement in writing between the parties;

Statement of Compliance means a statement of compliance issued by Council pursuant to the Subdivision Act;

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

Vendor's Solicitor means the legal practitioner (if any) described in the Particulars of Sale and includes any legal practitioner or conveyancer notified to the Purchaser's legal practitioner or conveyancer as acting on behalf of the Vendor;



Vendor's Statement means the statement made by the Vendor under section 32 of the Sale of Land Act, a copy of which is attached as Appendix C.

1.2 Headings

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

1.3 References to Statutes

In this Contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this contract.

1.4 Other References

In this Contract a reference to a thing (including, without limitation, an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

1.5 Gender

Words used in this Contract indicating one gender include the other genders.

1.6 Persons

In this Contract, unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority.

1.7 Joint and Several Obligations

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

1.8 Reading Down

Any provision of this Contract, which is void, voidable, unenforceable or illegal, must be read down to the extent required to give the provision legal effect.

1.9 Governing Law

This Contract is governed by the laws of the State of Victoria and the parties submit irrevocably to the jurisdiction of the Courts of that State.

2 GENERAL PROVISIONS

2.1 Waiver and Variation

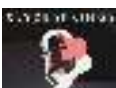
A provision of or a right created under this Contract cannot be:

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

2.2 Notices

A demand, notice, document or other communication in connection with this Contract is taken to be received:

- (a) if sent by post on the third or (if posted to or from a place outside Australia) seventh day after posting, unless proved otherwise; or



- (b) if delivered by hand, at the time of delivery; or
- (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number; or
- (d) if sent by email, at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

2.3 No Merger

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

2.4 Entire Agreement

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the Vendor, the Vendor's Agent or the Vendor's Solicitors was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser; and
- (b) no information, representation or warranty has been relied upon; and
- (c) this Contract contains the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations and agreements in relation to the transaction.

2.5 Representations

The Purchaser acknowledges and declares that it has purchased the Land as a result of the Purchaser's own inspection and enquiry and that the Purchaser does not rely on any representation or warranty of any kind made by or on behalf of the Vendor or its agents or consultants.

2.6 Acknowledgments

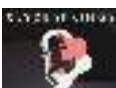
The Purchaser acknowledges that prior to signing this Contract, or any agreement or document in respect of the sale of the property which is legally binding upon or intended to legally bind the Purchaser that:

- (a) it received a hard copy of this Contract;
- (b) it received a Statement in writing containing the particulars required by Section 32(2) of the Sale of Land Act; and
- (c) neither the Vendor nor its Agent made any promise to the Purchaser or any other person with respect to the obtaining of a loan of money to defray some or all of the cost of the purchase price.

3 PLANNING AND OTHER RESTRICTIONS AND CONTROLS

3.1 Restrictions

- (a) In this Special Condition "Restrictions" means any restrictions, conditions and controls as to planning, environment, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit, approval, consent or sanction contained in or made or issued pursuant to that legislation or subordinate legislation.
- (b) The Land is sold subject to all Restrictions.



3.2 No defect in title

No restriction (nor any breach of, or non-compliance with it) constitutes a defect in the Vendor's title.

3.3 Easements

- (a) The Purchaser acknowledges and accepts that the Development is subject to any existing easement and easements that may be required to be included on the Plan of Subdivision or as a requirement of the Statutory Authority or the provisions of any Planning Permit.
- (b) Section 10(1) of the Sale of Land Act does not apply in respect of any easements shown on the Plan of Subdivision.

3.4 Excluded Rights

The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this special condition.

4 DEPOSIT

4.1 Payment

The Deposit paid or payable under this Contract shall not exceed 10 per cent (10%) of the price of the Property and the Deposit must be paid to the Vendor's Solicitor's trust account to be held on trust for the Purchaser until registration of the Plan of Subdivision. For the avoidance of doubt, the Deposit will at all times be held and dealt with in accordance with Section 9AA of the Sale of Land Act and this Contract.

4.2 Deposit to be Invested

- (a) Without creating an obligation on the Vendor's Solicitors to do so and subject to all applicable laws, the Purchaser and the Vendor authorise the Vendor's Solicitors to invest the Deposit in a separate interest-bearing trust account.
- (b) The Purchaser and Vendor agree that any interest which accrues on the Deposit money invested does not form part of the Deposit.

4.3 Interest on Deposit

- (a) The Vendor must cause its solicitors to pay the interest accrued on the Deposit to the Vendor unless the Vendor wrongfully repudiates this contract or the Purchaser lawfully avoids this contract, in which case the Vendor must cause its solicitors to pay all interest to the Purchaser.
- (b) If the interest accrued on the Deposit is paid to the Purchaser, the Purchaser must provide its tax file number to the Vendor's Legal Practitioner.
- (c) The Vendor may deduct bank accounts debits tax from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provision of the *Income Tax Assessment Act 1997 (Cth)* may be appropriated in accordance with that Act.

4.4 Bank Guarantee in Lieu of Deposit

- (a) The Vendor may accept a Bank Guarantee from the Purchaser in lieu of payment of the Deposit or any part of the Deposit in cash (but is not obliged to do so).
- (b) The Purchaser must elect on the Day of Sale to either pay the Deposit in full or to tender a Bank Guarantee. No substitutions will be permitted by the Vendor after the Day of Sale.



- (c) The Bank Guarantee must be addressed to and in favour of the Vendor's solicitor, Hailes Lawyers Pty Ltd, and delivered to the Vendor's solicitors.
- (d) The Purchaser must pay an amount equal to the face value of the Bank Guarantee to the Vendor by unendorsed bank cheque on the Settlement Date or such other time as the Vendor would otherwise be entitled to the release of the Deposit to it having regard to the provisions of this Contract and sections 9AA and 27 of the *Sale of Land Act 1962* and upon such payment the bank guarantee shall be returned to the Purchaser or the Purchaser's solicitor.

4.5 If the Vendor rescinds or otherwise lawfully terminates this Contract, to the extent that the amount has not already been paid to the Vendor's solicitor by the Bank Guarantor under the Bank Guarantee, the Purchaser must immediately pay the Deposit (or so much of the Deposit as is unpaid) to the Vendor's solicitor.

5 NOT USED

6 ADMISSION OF IDENTITY OF LAND

6.1 The Purchaser admits that the Land as offered for sale is identical with the Lot or Lots described in the Plan of Subdivision. The Purchaser shall not exercise any Excluded Rights for any alleged misdescription of the Lot or Lots or deficiency in its or their areas, shape, number or measurements or any patent or latent defect in the Lot or Lots or require the Vendor to amend the Plan of Subdivision or to bear any or all of any costs or expenses of doing so.

6.2 The Purchaser acknowledges that the Purchaser purchases the Property subject to the provisions of the Subdivision Act and to all conditions implied by the registration of the Plan of Subdivision and in particular subject to:

- (a) the easements expressed or implied which affect the Lot or Lots hereby sold as described in the Plan of Subdivision or which arise by virtue of the Subdivision Act; and
- (b) any reservations under any instrument, order, plan, scheme, regulation or by-law made by any Authority empowered by any legislation to control the use of the Development.

6.3 The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this Special Condition.

7 ENCUMBRANCES

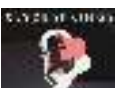
7.1 The Purchaser buys the Land subject to the encumbrances described in the Vendor's Statement and those referred to in this Contract.

7.2 The Purchaser buys the Land subject to any act, order, regulations, by-laws and local laws, restriction or condition imposed upon the Development by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including without limitation any applicable planning scheme or any other scheme.

7.3 The Purchase buys the Land subject to the Section 173 Agreement(s), any easements, reservations or like encumbrances affecting the Land.

7.4 The Purchaser acknowledges and understands that on the Day of Sale:

- (a) There have not been created all the easements, restrictions on use and positive covenants;
- (b) there have not been entered into all leases, agreements or arrangements; and
- (c) all rights and privileges may not have been created or granted;



- (d) which may be necessary or desirable for any Authority or the Vendor to create, enter into, grant or dedicate.

7.5 If it is considered necessary or desirable for an Authority or the Vendor to:

- (a) create easements, restrictions, on use or positive covenants; or
- (b) enter into leases, agreements or arrangements; or
- (c) grant rights or privileges,

then the Purchaser will not be entitled to exercise any Excluded Rights due to the creation, entry into, grant or dedication.

7.6 It is agreed by the Vendor and Purchaser that Section 10(1) of the Sale of Land Act will not apply to this Contract and that the Purchaser will not be entitled to exercise any Excluded Rights as a consequence of any change or alteration to the final location and size of any easements that may need to be created over the Development, Land or Property or on the Plan of Subdivision. The Vendor is entitled to amend the Plan of Subdivision without reference to the Purchaser where such amendment is with respect to the location and size of any easements over the Development, Land or Property.

7.7 The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this special condition.

8 BUSH FIRE PRONE AREA

The Purchaser acknowledges that the Property may be contained in a bush fire prone area which must meet a minimum bush fire attack level. The Purchaser acknowledges that it has made its enquiries in respect of these bush fire regulations to the Property and has purchased the Property after making such enquiries. The Purchaser must not make any claim whatsoever, including but not limited to any claim for compensation against the Vendor, in relation to bush fire regulations.

9 ENVIRONMENTAL LIABILITY

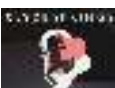
9.1 Definitions

In this Special Condition 9,

(a) **Contamination** means:

- (i) the presence in under or upon land or groundwater of a substance, gas, odour, or heat at a concentration above the concentration at which such substance, gas odour or heat is normally present and being a presence that:
 - (A) fails to comply with the Environmental Law;
 - (B) fails to comply with any standard prescribed for that matter; or
 - (C) presents, or may present, a risk of harm to human health or the Environment;
- (ii) a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance that makes or may make the Land and/or the Building or surrounding environment unsafe or unfit for habitation or occupation by persons or animals or otherwise environmentally degraded.

(b) **Environment** has the meaning given in the *Environmental Protection Act 1970* (Vic).



- (c) **Environmental Law** means any law (whatsoever statute or common law, including the laws of negligence and nuisance) concerning the protection or enhancement of the Environment, or the health or safety of persons, including laws relating to:
 - (i) Emissions of substance into the Environment;
 - (ii) Pollution of the Environment;
 - (iii) Production, handling, transportation and disposal of hazardous substances or dangerous goods;
 - (iv) Land use and planning; and
 - (v) Public health and occupation health and safety;
- (d) **Environmental Liability** means any liability, obligation, claim or loss which is incurred or which arises as a consequence of Contamination of the Property, or Contamination emanating from the Property (whether or not such Contamination is disclosed to the Purchaser in this Contract).

9.2 Purchaser's liability

From the Settlement Date, the Purchaser;

- (a) assumes full liability and responsibility for all Environmental Liability;
- (b) indemnifies the Vendor, its officers, agents and employees from and against all Environmental Liability; and
- (c) releases and discharges the Vendor from and against all Environmental Liability to the Purchaser.

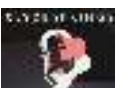
9.3 Excluded Rights

The Purchaser will not exercise any of the Excluded Rights in respect of any contamination or pollution of the Property and will at its own expense comply with the requirements of every competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Property and will keep the Vendor indemnified at all times against the cost of doing so.

10 SECTION 173 AGREEMENTS

10.1 Without limiting Special Condition 7, the Purchaser acknowledges and understands that:

- (a) The Vendor may be required by the Council or Authorities to enter into Section 173 Agreement in relation to any part of the Development;
- (b) the Vendor currently has no knowledge or notice of what the actual terms, wording and conditions of the Section 173 Agreements as referred to in the above paragraph will be or if there will be any other Section 173 Agreements that the Council or Authorities may require and what they will provide;
- (c) such agreement or agreements will contain covenants and conditions which will be binding on the Purchaser and the Purchaser's successors in title; and
- (d) the Purchaser hereby consents and authorises the Vendor to agree to the Section 173 Agreement referred to in the above (a), (b) and (c) above or to enter into such further agreements in whatever from Council or other Authorities may require, to enable registration of the Plan of Subdivision or as a condition of their approval to the Development.



- 10.2** The Purchaser will not be entitled to exercise any Excluded Rights in respect of any matter relating to the Section 173 Agreements or the terms therein.

11 REGISTRATION OF THE PLAN OF SUBDIVISION

11.1 Vendor to register plan of subdivision

- (a) The Parties acknowledge that the Contract is an off-the-plan contract as defined in the Sale of Land Act.
- (b) The Property is a Lot or Lots on the Plan of Subdivision which has not been registered. The Vendor will without delay and at its own expense use its best endeavours up to the Registration Date, to have the Plan of Subdivision:
- (i) certified and endorsed with a Statement of Compliance or obtain a Statement of Compliance as required by the Subdivision Act; and
 - (ii) Registered by the Registrar pursuant to Part 4 of the Subdivision Act
- by the Registration Date.
- (c) The Vendor's obligation under Special Condition 11.1 will come to an end if the Contract is rescinded pursuant to Special Condition 11.

11.2 Rescission by Purchaser

If the Plan of Subdivision is not Registered by the Registration Date, the Purchaser may rescind and end this Contract by giving written notice to the Vendor in which case the Deposit paid by the Purchaser pursuant to this Contract will be refunded to the Purchaser but without any compensation, costs or interest save for the interest referred to in Special Condition 4 of this Contract. The Vendor's obligation under Special Condition 11.1 will come to an end if the Contract is rescinded pursuant to this Special Condition.

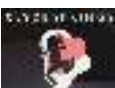
11.3 Rescission by Vendor

NOTICE TO PURCHASERS – pursuant to Section 10F of the Sale of Land Act

Please take note that:

- The Vendor is required to give notice of a proposed rescission of the Contract under the sunset clause;
- The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
- The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the contract; and
- The Supreme Court may make an order permitting the rescission of the Contract if it is satisfied that making the order is just and equitable in all the circumstances.

- (a) If the Plan of Subdivision is not Registered by the Registration Date and the Vendor proposes to rescind this Contract, the Vendor may request the Purchaser to provide its consent to rescind and end this Contract by providing the Purchaser with at least 28 days' written notice of the date the Vendor proposes to rescind and end this Contract, and such notice will set out:
- (i) the reason(s) why the Vendor is proposing the rescind this Contract;
 - (ii) the reason(s) for the delay in registration of the Plan of Subdivision or the issuing of the Occupancy Permit; and



(iii) that the Purchaser is not obliged to provide its consent.

(“Vendor’s Rescission”)

- (b) If the Purchaser provides its written consent to the Vendor’s Rescission, then the Deposit paid by the Purchaser pursuant to this Contract will be refunded to the Purchaser together with any interest accrued on the Deposit pursuant to Special Condition 4 of this Contract.
- (c) If the Purchaser does not provide its consent to the Vendor’s Rescission, the Purchaser acknowledges that the Vendor may seek an order from the Supreme Court of Victoria to permit the Vendor to rescind this Contract (“Vendor’s Rescission Application”). The Purchaser acknowledges that its legal costs associated with the Vendor’s application to the Supreme Court of Victoria, regardless of whether the Vendor is successful in its Vendor’s Rescission Application, may not be recoverable from the Vendor. If the Vendor’s Rescission Application is successful, this Contract will immediately be at an end and the Deposit paid by the Purchaser pursuant to this Contract will be refunded to the Purchaser but without any compensation, costs or interest save for the interest referred to in Special Condition 4 of this Contract, other than as ordered by the Supreme Court of Victoria.

11.4 Rescission – either party

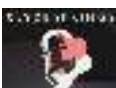
If sections 10A-F of the Sale of Land Act are not applicable to the Contract and the Plan of Subdivision is not Registered by the Registration Date, for any reason whatsoever, either party may, at any time after the Registration Date but before the Plan of Subdivision is Registered, rescind and end this Contract by giving written notice to the other in which case the Deposit and all other moneys paid by the Purchaser pursuant to this Contract will be refunded to the Purchaser but without any compensation, costs or interest save for the interest referred to in special condition 4 of this Contract.

12 POSSIBLE AMENDMENTS TO PLAN

12.1 The Vendor will have the right to make any amendments or alterations to the Plan of Subdivision it deems appropriate or which are required to obtain the Registration thereof and the Purchaser will not be entitled to exercise any Excluded Rights on the grounds that the Plan of Subdivision as Registered does not accord with the proposed Plan of Subdivision provided that this special condition does not extend to any amendments or alterations which substantially or materially detrimentally affect the Property and which amendments are made without the consent of the Purchaser.

12.2 Notwithstanding anything herein, the Purchaser will not be entitled to exercise any Excluded Rights in respect of:

- (a) Any variations to the Plan of Subdivision regarding the Property that are not of a material nature;
- (b) Minor variations to the Plan of Subdivision required to accord with surveying, architectural or engineering practice or requirements or objectives of the Vendor;
- (c) Minor variations to the Plan of Subdivision to meet the requirements or requisitions of any Authorities or the Registrar to effect Registration;
- (d) Amendments to Lot liability, Lot entitlement and the aggregate Lot liability and Lot entitlement and all other matters contained in or endorsed on the Plan of Subdivision;
- (e) Amendments to the Owners Corporation to be created on Registration of the Plan of Subdivision;
- (f) Any variations to the Plan of Subdivision referred to in this Contract;



- (g) Any alteration to the size, shape and location of the Lots on the Plan of Subdivision or to the Common Property provided that this does not extend to any variation to the individual Lots comprising the Property, so that each such Lot's area is decreased by more than 5% in total area; and
- (h) Any variations and amendments to the address of the Property purchased by the Purchaser.

12.3 The Purchaser acknowledges, understands and agrees that:

- (a) the Lots on the Plan of Subdivision may be consolidated or further subdivided as determined by the Vendor in its absolute discretion;
- (b) the Vendor may alter the number of Lots on the Plan of Subdivision
- (c) additional Lots may be added to the Plan of Subdivision; and
- (d) any alteration or amendment to the Plans and Plan of Subdivision as referred to in this special condition are changes that do not materially affect the Property.

12.4 The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this special condition.

13 STAGING THE DEVELOPMENT

13.1 The Vendor may elect in its absolute discretion to proceed to registration of the Plan of Subdivision in stages as contemplated by section 37 of the Subdivision Act.

13.2 Amendments to the Plan of Subdivision or to any stage of the Development or the Plan of Subdivision pursuant to section 37 of the Subdivision Act will be an alteration to the Plan of Subdivision made in accordance with this Contract within the meaning of Special Condition 12.1.

13.3 The Purchaser acknowledges that with Development Works being undertaken at the Development or Development following settlement of the Property that there will be disturbance which includes but not limited to noise, construction works, dust and restrictions on amenities and the fact that substantial Development Works may continue at the Development following settlement of the Property.

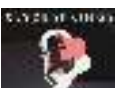
13.4 The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this Special Condition.

14 PLANNING PERMITS

14.1 The Purchaser acknowledges and understands that:

- (a) All necessary Planning Permits in respect of the Property may not have been issued as at the Day of Sale.
- (b) This Contract is subject to and conditional on all necessary Planning Permits in respect of the Property being issued within 12 months from the Day of Sale.
- (c) The Vendor will have the right to make any amendments or alternations to the Planning Permit it or any relevant authority deems appropriate.
- (d) The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this Special Condition.

14.2 In the event that the Vendor does not obtain all necessary Planning Permits in respect of the Property within 12 months from the Day of Sale, the Vendor may terminate this Contract by written notice served on the Purchaser or the Purchaser's solicitor and all Deposit paid by the Purchaser will thereafter be refunded to the Purchaser.



15 DEVELOPMENT WORKS

- 15.1** The Vendor undertakes at its cost to perform or cause to be performed the Development Works.
- 15.2** The Purchaser acknowledges that the Development Works may not be completed by Settlement Date and grants the Vendor (and any person appointed or authorised by the Vendor) a licence to access the Land to complete any Development Works.
- 15.3** The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this Special Condition.

16 DISCLOSURE OF WORKS

- 16.1** The Purchaser and Vendor acknowledge that works affecting the natural surface level of the Land or Property or any land abutting the Land or Property which is in the same subdivision as the Land or Property will be required to be carried out after the Day of Sale but before certification of the Plan of Subdivision.
- 16.2** The Purchaser acknowledges that is has been provided with a copy of Engineering Construction Plan, as attached to the Vendor Statement, and has been given the opportunity to make its own enquiries of the information in those plans with the Vendor's consultants.
- 16.3** The Vendor will make disclosure about any works affecting the natural surface level of the Land or any land abutting the Land, as soon as practicable after details become available to the Vendor.
- 16.4** The Purchaser will not be entitled to exercise any Excluded Rights in respect of any works affecting the natural surface level of the Land or any land abutting the Land which is in the same subdivision as the Land, if such works are disclosed to the Purchaser in accordance with Section 9AB of the Sale of Land Act.

17 SUBSTATION

- 17.1** The Purchaser acknowledges that there will be one or more substations on the Development in relation to which an electricity service provider or Authority will have twenty-four (24) hour rights of access and maintenance to the substation and entry point of the Development.
- 17.2** The Purchaser will not be entitled to exercise any Excluded Rights in relation to the matters in this Special Condition.

18 DESIGN GUIDELINES

- 18.1** The Purchaser acknowledges that the Land forms part of a larger residential community in the Development.
- 18.2** The Purchaser agrees that it has read and understood the Design Guidelines and it will comply with the Design Guidelines at all times.
- 18.3** To avoid doubt, prior to the commencement of any building works by the Purchaser on the Land, the Purchaser agrees and acknowledges that the Purchaser must seek written approval to its building plans from the Beveridge Williams Design Assessment Panel in the manner specified in the Design Guidelines.
- 18.4** The Purchaser further covenants with the Vendor that it is an essential term of this 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 Land by the Purchaser.
- 18.5** The Vendor may vary, modify or waive any requirements under the Design Guidelines in relation to any other land sold by the Vendor in the Development. The Purchaser may not exercise any Excluded Rights in relation to this Special Condition.



18.6 This Special Condition will not merge on Settlement.

19 NATIONAL BROADBAND NETWORK

19.1 The Vendor may arrange to be installed on, in or under the Development, the NBN Infrastructure.

19.2 The Purchaser may, at its own costs, arrange for the Land to be connected to the NBN Infrastructure.

19.3 The Purchaser may not exercise any Excluded Rights if:

- (a) The Vendor elects not to install the NBN Infrastructure; or
- (b) The Land cannot be connected to the NBN Infrastructure (or any part of it); or
- (c) The Purchaser is limited in respect of the telecommunications or server provider that the Purchaser is able to select to provide services to the Land.

19.4 The Purchaser acknowledges that the Vendor makes no warranty or representation in respect of any national broadband network services offered or supplied to the Land by any telecommunications or server provider.

20 FENCING

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

20.2 The Purchaser authorises the Vendor to provide the Purchaser's name and address to any other lot owner in the Plan of Subdivision for the purposes of fencing the Lot or any adjoining lot.

21 COMMUNITY INFRASTRUCTURE LEVY

The Purchaser agrees that any community infrastructure levy imposed by Council relating to the Land is the responsibility of the Purchaser only and the Purchaser agrees to indemnify the Vendor to any community infrastructure levy imposed on the Vendor.

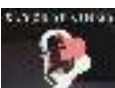
22 DELAYED SETTLEMENT

Without any restriction or limit on the Vendor's rights, if the Purchaser fails to settle on the Settlement Date or requests an extension of Settlement Date, the Purchaser must pay to the Vendor's Legal Practitioner an amount of \$350.00 plus GST representing a contribution to the Vendor's additional administration and legal costs arising from the Purchaser's breach of its obligation to settle on the Settlement Date.

23 DEFAULT

23.1 Notice of Default

If the Vendor gives to the Purchaser a notice of default under this Contract, the default is not remedied until:



- (a) remedy by the Purchaser of the relevant default or, if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction; and
- (b) payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:
- (c) legal costs on a solicitor/client basis and disbursements incurred in drawing and giving the notice and any advice; and
- (d) all additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
- (e) payment by the Purchaser of interest under Special Condition 24.

23.2 Land Tax

If, as a result of the Purchaser's default of this Contract, the Property is registered in the name of the Vendor at midnight on 31 December following the Settlement 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 Settlement Date.

24 DEFAULT INTEREST

24.1 Rate and Payment of Interest

- (a) If the Purchaser defaults in the payment of money under this Contract ("amount"), interest at a rate per annum equal to the aggregate of 4% and the rate on the due date for payment of the amount fixed under Section 2 of the *Penalty Interest Rates Act 1983* must (without prejudice to the Vendor's other rights) be paid by the Purchaser to the Vendor.
- (b) Interest is calculated on the amount from the due date for payment until the amount (with interest) is paid.

25 GUARANTEE

25.1 Entitlement to Guarantee

If the Purchaser is or includes a company, which is not listed on the Australian Stock Exchange, the Purchaser must deliver to the Vendor together with this Contract the Guarantee executed by all of the directors of the Purchaser.

25.2 Completion of Guarantee

The Purchaser must complete the Guarantee by:

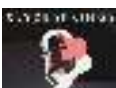
- (a) inserting the full names and addresses of the directors of the Purchaser in the Schedule to the Guarantee, and
- (b) procuring the execution and dating of the Guarantee by the directors in the manner set out in the Guarantee.

26 INDEMNITY

Without limiting Special Condition 25, the Purchaser indemnifies the Vendor for all cost, liability, loss or damage incurred or suffered by the Vendor caused or contributed to by the Purchaser's failure to comply with this Contract including, without limitation, liability incurred under another contract of sale.

27 ADJUSTMENTS – VENDOR TO PREPARE

27.1 The Purchaser acknowledges and agrees that:



- (a) The Vendor's Solicitor may prepare a statement of adjustments and provide this statement of adjustments to the Purchaser or the Purchaser's solicitor or conveyancer prior to the Settlement Date; and
- (b) In the absence of manifest error, the Purchaser agrees to accept the amount payable as stated in the statement of adjustments provided by the Vendor's Solicitor.

Notwithstanding Special Condition 27.1(b) above, the Vendor's Solicitors may make any correction or amendments to the statement of adjustments that the Vendor's Solicitors deem necessary and Special Condition 27.1(b) shall apply to such corrections or amendments.

28 OUTGOINGS

- 28.1** All rates, taxes, assessments, fire insurances premiums, charges, levies and all other outgoings including any specifically referred to in this Special Condition or which is nominated by the Vendor as an outgoing ("Outgoings") in respect of the Property, will (unless otherwise stated) be paid by the Vendor when they are due to be paid and borne by the Purchaser as from the date on which the Purchaser becomes entitled to possession and the same will if necessary, be apportioned between the Vendor and Purchaser.
- 28.2** if the Property is not separately assessed in respect of any Outgoings when the apportionment or adjustment of those Outgoings for which the Property is liable will be determined by calculating what proportion of the area of the Property bears to the total area of all of the Lots on the Plan of Subdivision that are subject to the assessment of the Outgoings and on the basis that they will or have been paid by the Vendor.
- 28.3** If any land tax or any other Outgoings are not due to be paid prior or on the Settlement Date, the Vendor is not obliged to pay land tax or the other Outgoings prior to or at Settlement. The Vendor undertakes to pay land tax or other Outgoings when due subject to the land tax or Outgoings being adjusted as set out in this clause.
- 28.4** It is further agreed that the adjustment of Outgoings at Settlement will be made on the basis that the Purchaser accepts the sole responsibility for all and any supplementary rates or such other rates, charges and like outgoings which may be levied after the Settlement Date and the Vendor will not be obliged to adjust or be liable for any part thereof.
- 28.5** The Purchaser must reimburse the Vendor any connection fees paid in respect to electricity or other utilities supplied to the Land at Settlement (if applicable).

29 LAND TAX

- 29.1** The Purchaser acknowledges that the State Revenue Office may group all the lots in the Plan of Subdivision and assess land tax against the Vendor in respect of the Property based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.
- 29.2** Notwithstanding that on a single holding basis no land tax may be assessable in relation to the Property, the Purchaser agrees that the amount of land tax to be apportioned between the Vendor and the Purchaser on Settlement Date will be calculated based on the following formula:

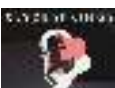
$$A = \frac{L \times U}{T}$$

T

Where:

A = land tax amount to be adjusted between the Purchaser and Vendor at the Settlement Date

L = land tax assessed in relation to all Lots in the Plan of Subdivision for the year during which Settlement occurs



U = total area of the Land

T = total area of land assessed by State Revenue Office in calculating the land tax

29.3 General Conditions 15.2(b) and 15.2(c) are deleted.

30 DUTY

30.1 The Purchaser acknowledges and understands that the Purchaser will be liable to pay all duty assessed in respect of this Contract and the transfer of land and will not be entitled to exercise any Excluded Rights in respect of any matter relating to the duty assessed in respect of any matter relating to the duty assessed in respect of the sale and the transfer of the Property.

30.2 The Purchaser further acknowledges and agrees that:

- (a) neither the Vendor nor anyone on its behalf shall be deemed to have made any warranty or representation as to the amount of duty payable in respect of this Contract and the transfer of land of the Property; and
- (b) the Purchaser has made its own enquiries and investigations in relation to the duty payable in respect of this Contract and the transfer of land of the Property.

30.3 The Purchaser shall keep the Vendor indemnified against all liabilities, claims, proceedings and penalties whatever under the Duties Act arising from this Contract, any nomination by the Purchaser and the transfer of land of the Property.

31 NOMINATION

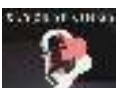
31.1 The Purchaser may, not later than 20 Business Days before the due date for Settlement, nominate a substitute or additional transferee but the named Purchaser will remain personally liable for the due performance of all the Purchaser's obligations under this Contract.

31.2 The Purchaser must complete all documents required for the nomination to the satisfaction of the Vendor and the Vendor's Legal Practitioner.

31.3 Without prejudice to any further requirements, such nomination can only occur if:

- (a) the substitute or additional transferee is an Associated Person;
- (b) the nomination is recorded in writing (such nomination to be provided to the Vendor or the Vendor's Legal Practitioner for approval);
- (c) the Purchaser notifies the Vendor of the nominee's legal practitioner's contact details;
- (d) the nominee to acknowledge in writing that it makes and gives to the Vendor each of the warranties of the Purchaser set out in this Contract;
- (e) (if the Vendor and Purchaser have agreed that for GST purposes the supply under this Contract is either of a going concern or one to which the margin scheme applies) the nominee to acknowledge in writing that the supply will be a supply of a going concern or one to which the margin scheme applies (as the case may be);
- (f) a duly executed Guarantee given by the directors of any nominee which is a corporation (unless that corporation is listed on ASX Limited); and
- (g) the Purchaser pays the amount of \$350.00 (plus GST) to the Vendor's legal practitioner at settlement in addition to the Price at settlement.

31.4 The Purchaser may not nominate a substitute or additional purchaser pursuant to General Condition 18 and this Special Condition if it is in default under the Contract at the time it purports to make the nomination.



- 31.5** If the Purchaser nominates an additional or substitute purchaser who would be considered a foreign person under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Purchaser will ensure its nominee complies with the warranties provided under Special Condition 35.

32 NO SALE BY PURCHASER PRIOR TO SETTLEMENT

- 32.1** The Purchaser will not without the prior written consent of the Vendor, such consent to be granted only at the Vendor's absolute discretion, prior to settlement:

- (a) Sell, transfer or assign their interest under this Contract (other than nomination under Special Condition 30) or in any way deal with the Property; or
- (b) Advertise, market or publish in any way the fact that the Property is for sale or that the Purchaser wishes to dispose of or deal with their interest under the Contract.

- 32.2** If the Purchaser breaches Special Condition 32.1, 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 occurs.

- 32.3** If the Vendor terminates this Contract under this Special Condition, General Condition 28.4 will apply as if this Contract had been terminated by notice under General Condition 28.2.

33 COMMERCIAL INTERESTS

The Vendor discloses, and the Purchaser acknowledges and agrees that all the provisions in this Contract, are reasonably necessary to protect the Vendor's legitimate interests by:

- (a) Providing the Vendor with sufficient flexibility in the design, planning, constructions and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and
- (b) Ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything, including changes in market conditions, construction costs and other matters.

34 GOODS AND SERVICES TAX

- 34.1** It is acknowledged between the parties that the purchase price does include GST which shall be paid by the Vendor under the margin scheme unless the provisions of special condition 34.2 applies.

- 34.2** In the event of the purchaser or its nominee conducting an enterprise and being registered or required to be registered for GST purposes then the margin scheme shall not apply and the amount of GST payable by the Vendor on the provision of the supply shall be added to the purchase price and paid by the said Purchaser or its nominee to the Vendor on settlement provided a valid tax invoice is supplied by the Vendor to the Purchaser or its nominee at or before the settlement day.

- 34.3** In the event of special condition 34.3 applying, the Purchaser or its nominee shall be entitled to an input tax credit for the amount of the consideration added to the purchase price as referred to in special condition 34.2.

- 34.4** It is acknowledged that the Vendor, to enable it to be reasonably satisfied that the Purchaser or its nominee is or is not registered or required to be registered for GST purposes, may require the Purchaser to provide a statutory declaration from the Purchaser or its director or nominee attesting that it is or is not, as the case may be registered or required to be registered for GST purposes.

- 34.5** This Special Condition will not merge on Settlement.

35 FIRB APPROVAL



- 35.1** The Purchaser warrants to the Vendor that:
- (a) The Purchaser is an Australian resident, or
 - (b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.
- 35.2** The Purchaser acknowledges that no FIRB approval obtained by the Vendor is assignable to the Purchaser.
- 35.3** The Purchaser indemnifies the Vendor for all cost, liability, loss or damage incurred or suffered by the Vendor caused or contributed to by the Purchaser's breach of its warranty.

36 NO CAVEAT

- 36.1** The Purchaser will not, prior to Settlement, lodge or allow any person claiming through it to lodge any caveat over or with respect to the Land or Development.
- 36.2** For the purposes of this Special Condition, the Purchaser irrevocably appoints the Vendor as its attorney to secure the performance of the Purchaser's obligations and in particular to sign any document to enable the withdrawal of the Purchaser's caveat. The provisions of Division 6 of Part 2 of the Powers of Attorney Act 2004 (Vic) shall apply to the power of attorney.
- 36.3** The Purchaser further acknowledges that lodging a caveat in breach of this Special Condition might delay and prevent the registration of the Plan of Subdivision and/or delay Settlement.
- 36.4** If a caveat is lodged by the Purchaser or by anyone claiming through the Purchaser in breach of this clause, then the Purchaser will be liable for and will upon demand by the Vendor pay to the Vendor any interest, holding costs or other expenses that the Vendor may incur from the date of lodgement of the caveat to the date of its removal.
- 36.5** The Purchaser indemnifies and keeps indemnified the Vendor against any loss or damage whatsoever whether foreseeable or not which the Vendor may suffer or incur as a consequence of any breach by the Purchaser of this clause.
- 36.6** The Vendor's rights under this Special Condition are in addition to any other rights the Vendor might have under this Contract as a consequence of any breach by the Purchaser. This Special Condition is an essential term of this Contract.

37 PERSONAL INFORMATION

- 37.1** The Purchaser acknowledges that its personal information will be held in a database held by the Vendor and its related entities. The database will contain the Purchaser's name, address, contact details and any other personal information which the Purchaser has supplied to the Vendor in connection with or before entering into this Contract.
- 37.2** The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor and its related entities:
- (a) For entering into, administering and completing this Contract and the Development by the Vendor;
 - (b) To enable the Vendor's contractors such as surveyors, engineers or architects to carry out works which may affect the Property;
 - (c) To comply with the Vendor's obligations or to enforce its rights under this Contract;
 - (d) To the Vendor's financiers or brokers; and
 - (e) As otherwise required or authorised by or under law.



38 VENDOR FINANCING

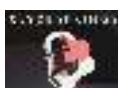
The Vendor may at any time prior to Settlement, mortgage, assign or charge any of its rights, privileges, benefits or obligations under this Contract or all or part of the Development without reference to the Purchaser.

39 SALE OF DEVELOPMENT

- 39.1** In this special condition, “Deed of Novation” means a deed effecting a novation of this Contract to be prepared by the Vendor or the Vendor’s Solicitor naming a purchaser of the Development as new vendor.
- 39.2** The Purchaser must, within twenty-one (21) days of being requested by the Vendor to do so:
- (a) Execute and deliver a Deed of Novation to the Vendor’s Solicitors; and
 - (b) if the Deposit has been paid by way of Bank Guarantee, procure a replacement Bank Guarantee in favour of any new vendor at the Purchaser’s expense.
- 39.3** The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Novation if the Purchaser fails to execute the Deed of Novation in accordance with special condition 39.2(a).

40 ELECTRONIC CONVEYANCING

- 40.1** Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition applies even if the box next to it is not checked. This special condition has priority over any other provision to the extent of any inconsistency.
- 40.2** A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 40 ceases to apply from when such a notice is given.
- 40.3** Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 40.4** The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 40.5** The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 40.6** Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or



- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

40.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 40.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

40.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

40.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

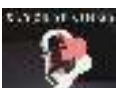
40.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

41 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

General Condition 15.A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

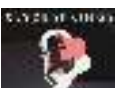
- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.



- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

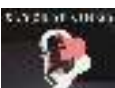
42 GST WITHHOLDING

General Condition 15.B is added:



15B. GST WITHHOLDING

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



operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

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

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

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

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

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

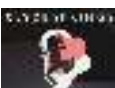
in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a

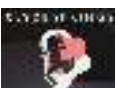


warranty in general condition 15B.10; or

- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

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



APPENDIX A

GUARANTEE & INDEMNITY

TO: The Vendor described in the annexed Contract (the "Vendor")

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee (the "Guarantor"), to sell the land described in the annexed Contract (the "Contract") to the purchaser named in the Contract (the "Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable under the Contract and all moneys that are or may become payable pursuant to the Contract ("the moneys hereby secured") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed (the "Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor as and when due the moneys hereby secured the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of moneys hereby secured and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceeding against the Purchaser before calling on the Guarantor to pay the moneys hereby secured or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the Guarantee particulars of the Vendor's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs howsoever arising out of the default of the Purchaser in payment of the moneys hereby secured or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor shall not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.



10. When this Guarantee is executed or intended to be executed by two or more persons:
- a. Each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - b. If one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - c. A demand or notice given under this Guarantee if give to any one or more of those persons is deemed to have been given to all of them; and
 - d. The expression "the Guarantor" includes all of those persons jointly and each of them severally.



SCHEDULE AND SIGNING PAGE

GUARANTOR 1

Item 1 Name :

Item 2 Address :

GUARANTOR 2

Item 1 Name :

Item 2 Address :

EXECUTED AS A DEED:

Dated the day of 20

SIGNED SEALED AND DELIVERED BY
GUARANTOR IN THE PRESENCE OF:

Guarantor Signature

Witness Signature

Guarantor Print Name

Witness Print Name

SIGNED SEALED AND DELIVERED BY
GUARANTOR IN THE PRESENCE OF:

Guarantor Signature

Witness Signature

Guarantor Print Name

Witness Print Name



APPENDIX A

GUARANTEE & INDEMNITY

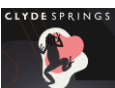
TO: The Vendor described in the annexed Contract (the "Vendor")

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee (the "Guarantor"), to sell the land described in the annexed Contract (the "Contract") to the purchaser named in the Contract (the "Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable under the Contract and all moneys that are or may become payable pursuant to the Contract ("the moneys hereby secured") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed (the "Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor as and when due the moneys hereby secured the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of moneys hereby secured and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceeding against the Purchaser before calling on the Guarantor to pay the moneys hereby secured or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the Guarantee particulars of the Vendor's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs howsoever arising out of the default of the Purchaser in payment of the moneys hereby secured or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor shall not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.

10. When this Guarantee is executed or intended to be executed by two or more persons:
- a. Each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - b. If one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - c. A demand or notice given under this Guarantee if give to any one or more of those persons is deemed to have been given to all of them; and
 - d. The expression “the Guarantor” includes all of those persons jointly and each of them severally.



SCHEDULE AND SIGNING PAGE

GUARANTOR 1

Item 1 Name :

Item 2 Address :

GUARANTOR 2

Item 1 Name :

Item 2 Address :

EXECUTED AS A DEED:

Dated the day of 20

SIGNED SEALED AND DELIVERED BY
GUARANTOR IN THE PRESENCE OF:

Guarantor Signature

Witness Signature

Guarantor Print Name

Witness Print Name

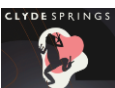
SIGNED SEALED AND DELIVERED BY
GUARANTOR IN THE PRESENCE OF:

Guarantor Signature

Witness Signature

Guarantor Print Name

Witness Print Name



APPENDIX B

PROPOSED PLAN OF SUBDIVISION

PLAN OF SUBDIVISION	EDITION 1	PS902131G
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LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: — CROWN ALLOTMENT: — CROWN PORTION: 50 (PART) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS906824B (LOT E) POSTAL ADDRESS: HARDYS ROAD (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 354 690 ZONE: 55 (of approx centre of land in plan) N: 5 781 110 GDA 94	COUNCIL NAME: CITY OF CASEY
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 800 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5. OTHER PURPOSES OF PLAN: TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED AS E-1 ON LP78726 AND CONTAINED WITHIN LAND ON THIS PLAN. GROUNDS FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)
ROAD R1 RESERVE No.1 RESERVE No.2	CITY OF CASEY CITY OF CASEY CITY OF CASEY	
NOTATIONS		
DEPTH LIMITATION: 15.24m This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00515/14 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). PM103 and DVA69/91 In Proclaimed Survey Area No. 71 Estate: Clyde Springs Phase No.: 8 No. of Lots: 41 + Lot N PHASE AREA: 2.726ha		

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	LP78726	LAND IN LP78726
E-4	SEWERAGE	2.50	PS846064E	SOUTH EAST WATER CORPORATION
E-5	SEWERAGE	3	PS826162S	SOUTH EAST WATER CORPORATION
E-2, E-6	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-3, E-6	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION

 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS FILE REF: M5418/8 5418-08-PS-V5.dwg	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
	LICENSED SURVEYOR: SEAN O'CONNOR VERSION 5, DATE: 10/02/2022		

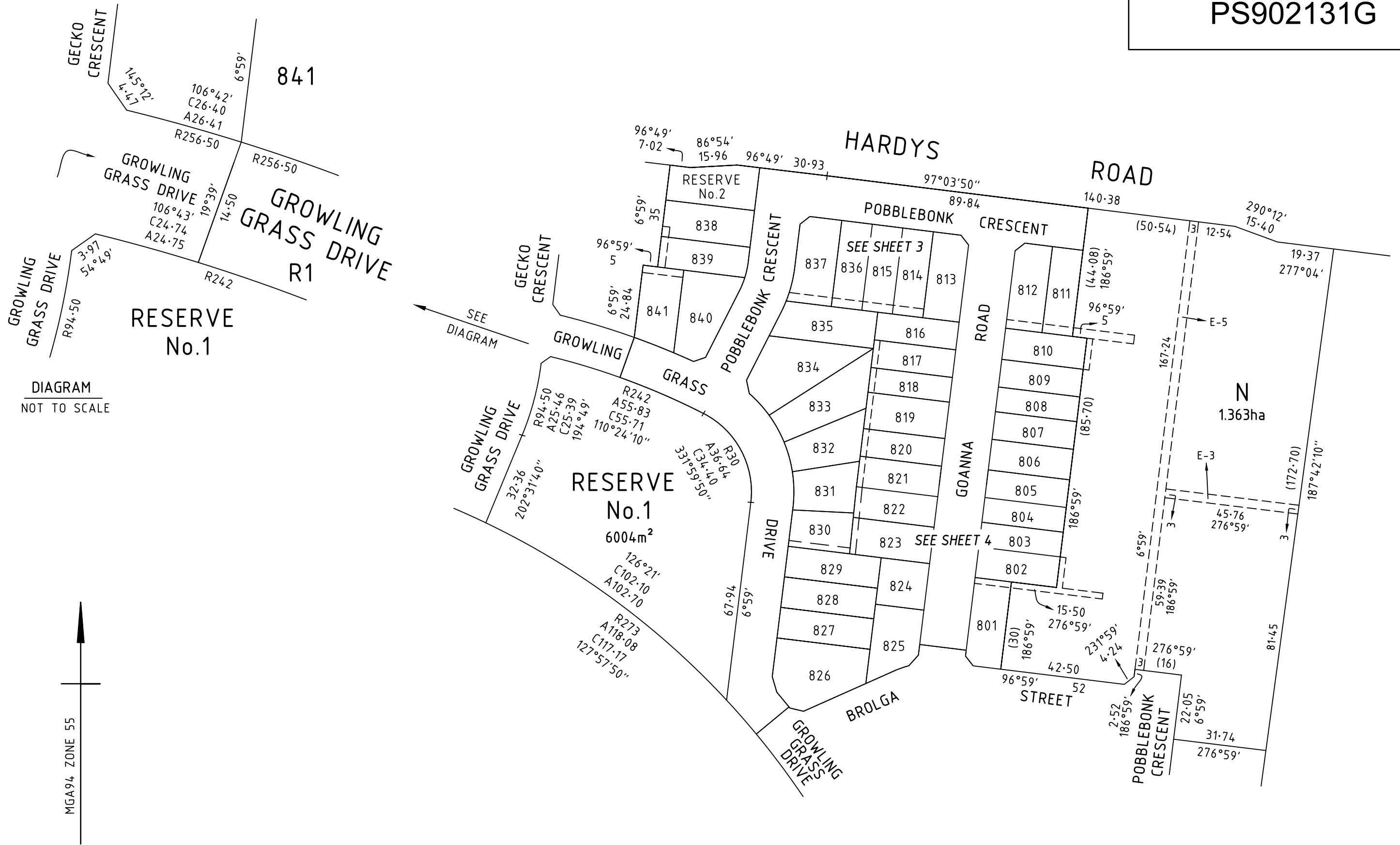
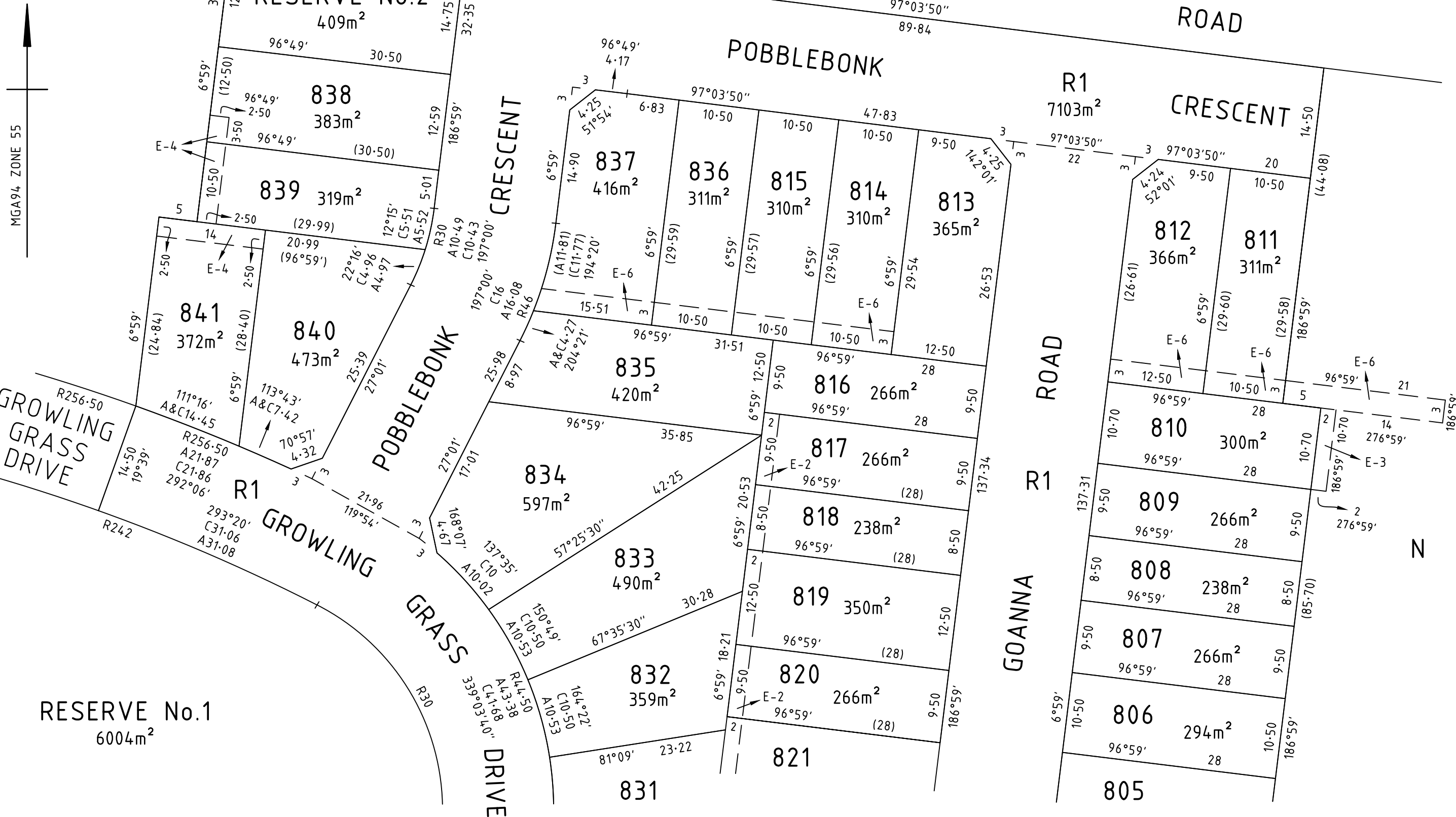


DIAGRAM
NOT TO SCALE



MGA94 ZONE 55



SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 4

BW Beveridge Williams
 development & environment consultants
 Melbourne ph : 03 9524 8888
 www.beveridgewilliams.com.au

SURVEYORS REFERENCE	M5418/8
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SCALE 1 : 500	5 0 5 10 15 20 LENGTHS ARE IN METRES
LICENSED SURVEYOR: SEAN O'CONNOR VERSION 5, DATE: 10/02/2022	

ORIGINAL SHEET SIZE: A3	SHEET 3
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PS902131G

SEE SHEET 3

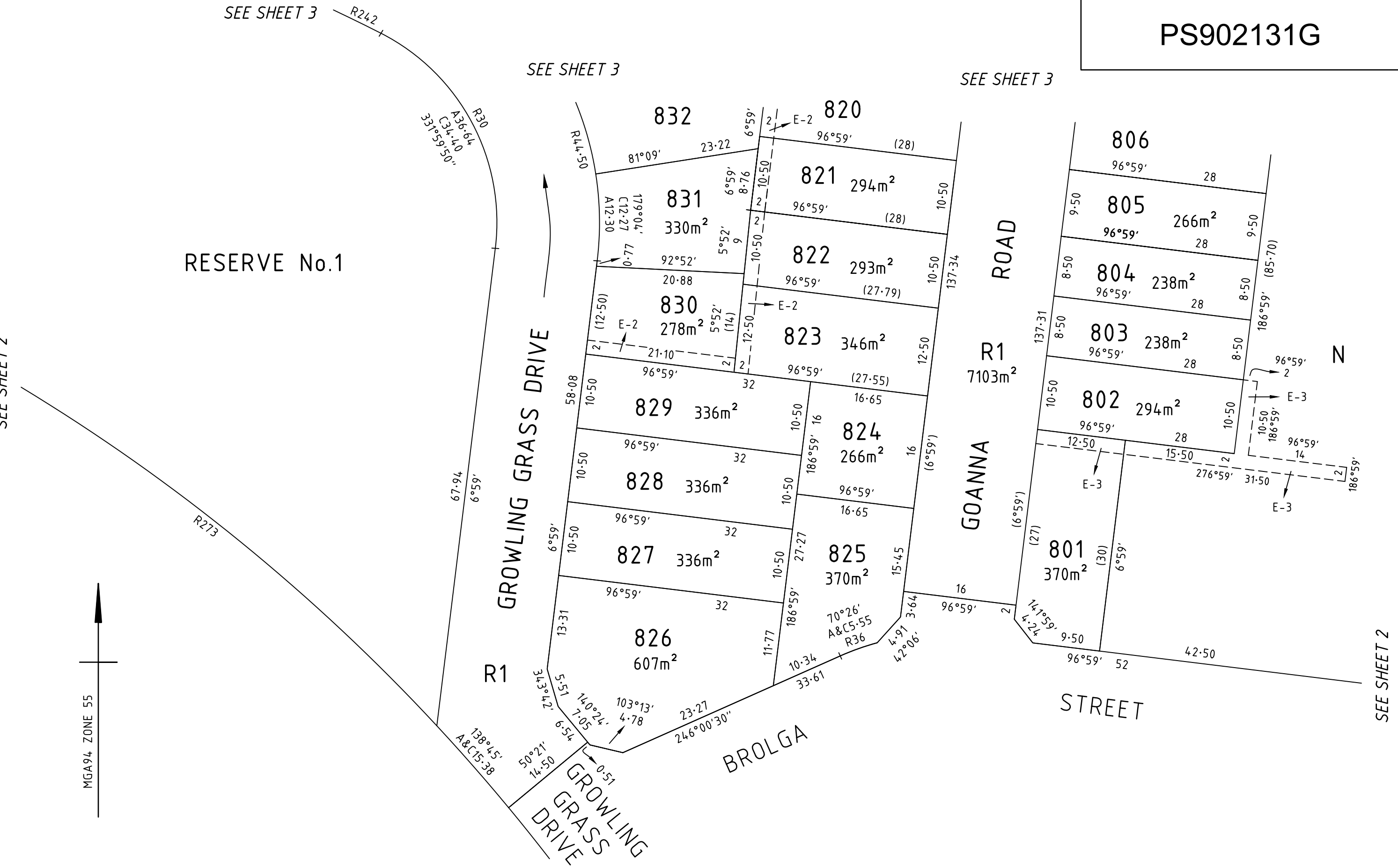
SEE SHEET 3

SEE SHEET 3

RESERVE No.1

SEE SHEET 2

SEE SHEET 2



BW Beveridge Williams
 development & environment consultants
 Melbourne ph : 03 9524 8888
 www.beveridgewilliams.com.au

SURVEYORS REFERENCE
M5418/8

SCALE
 1 : 500

LENGTHS ARE IN METRES

LICENSED SURVEYOR: SEAN O'CONNOR
 VERSION 5, DATE: 10/02/2022

ORIGINAL SHEET SIZE: A3

SHEET 4

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'

PS902131G

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 801, 810 TO 815, 819, 823, 825 TO 829, 831 TO 841

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

- (1) CONSTRUCT ANY BUILDING OR STRUCTURE THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF PART 5 OF THE BUILDING REGULATIONS 2018 EXCEPT FOR VARIATIONS ALLOWED IN THE RESTRICTIONS TO FOLLOW;
- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT SHOWN ON THE ENDORSED BUILDING ENVELOPE PLAN EXCEPT FOR:
 - (i) PERMITTED ENCROACHMENTS TO THE STREET SETBACK BY STRUCTURAL ELEMENTS ALLOWED FOR UNDER REGULATION 74 OF THE BUILDING REGULATIONS 2018;
 - (ii) BALCONIES, EAVES, FASCIA, GUTTER, BLADE WALLS, COLUMNS AND SIMILAR ARCHITECTURAL ELEMENTS PROVIDED THAT THEY DO NOT ENCROACH INTO THE PERMITTED FRONT SETBACK MORE THAN 1.5 METRES AND A HEIGHT OF NO MORE THAN 6.9 METRES;
 - (iii) PERMITTED ENCROACHMENTS TO THE SIDE AND REAR SETBACKS ALLOWED UNDER THE BUILDING REGULATIONS 2018;
 - (iv) WHERE ENCROACHMENTS ARE PERMITTED WITH THE FURTHER WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.
- (3) CONSTRUCT ANY WALLS ON BOUNDARIES THAT DO NOT COMPLY WITH THE HEIGHT AND LENGTH REQUIREMENTS OF THE BUILDING REGULATIONS 2018 EXCEPT FOR WHERE A NEW WALL CONSTRUCTED ON OR WITHIN 200mm OF A SIDE OR REAR BOUNDARY ABUTS A WALL TO BE SIMULTANEOUSLY CONSTRUCTED ON AN ABUTTING LOT THEN THE LENGTH AND HEIGHT OF THE WALL CAN MATCH THE SIMULTANEOUSLY CONSTRUCTED WALL;
- (4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT IS TO BECOME AVAILABLE;
- (5) ALLOW GARAGE OPENING TO OCCUPY MORE THAN 40% OF THE WIDTH OF THE PRIMARY FRONTAGE, UNLESS THE BUILDING IS TWO OR MORE STOREYS AND ON A LOT BETWEEN 250-300 SQUARE METERS WHEREBY THE GARAGE OPENING MUST NOT EXCEED 30% OF THE AREA OF THE FRONT FACADE OF THE DWELLING WITH THE AREA OF THE FRONT FACADE MEASURED FROM A TWO DIMENSIONAL ELEVATION PLAN OF THE FACADE EXCLUDING THE AREA OF THE ROOF OF THE DWELLING;
- (6) ALLOW GARAGE OR CARPORTS TO BE SET BACK LESS THAN 5.50 METRES FROM THE PRIMARY FRONTAGE, UNLESS A BUILDING ENVELOPE SHOWN BELOW ALLOWS A PRIMARY FRONTAGE SETBACK OF 3 METRES WHEREBY THE GARAGE OR CARPORTS SHALL NOT BE SET BACK LESS THAN 5 METRES FROM THE PRIMARY FRONTAGE; OR, IN SPECIAL CIRCUMSTANCES WHERE LOTS ARE IDENTIFIED ON THE BUILDING ENVELOPE PLAN AS HAVING AN ALTERNATIVE GARAGE SETBACK WHEREBY GARAGES ON THOSE LOTS MUST NOT BE SETBACK BETWEEN 3 AND 5 METRES FROM THE PRIMARY FRONTAGE.

DESCRIPTION OF RESTRICTION:

FOR THE PURPOSE OF THIS DESCRIPTION PRIMARY FRONTAGE MEANS:

- (i) IN THE CASE OF A LOT WHERE ONLY ONE BOUNDARY OF THAT LOT ABUTS A ROAD, THE BOUNDARY THAT ABUTS THE ROAD.
- (ii) IN THE CASE OF A CORNER LOT WHERE TWO BOUNDARIES OF A LOT ABUT A ROAD, THE BOUNDARY WITH THE GREATER OFFSET ON THE ENDORSED BUILDING ENVELOPES PLAN .

A COPY OF THE ENDORSED ENDORSED BUILDING ENVELOPES PLAN BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PlnA00515/14 IS AVAILABLE at:

<https://portal.beveridgewilliams.com.au/>

EXPIRY:

ANY RESTRICTION RELATING TO BUILDING ENVELOPES WILL CEASE TO APPLY TO ANY LOT AFFECTED AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY (OR THE LIKE) UNDER THE BUILDING REGULATIONS 2018 OR SIMILAR LEGISLATION FOR THE WHOLE OF A DWELLING ON A LOT TO WHICH THE BUILDING ENVELOPE APPLIES.

CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 801 TO 841 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION: EXCEPT WITH THE WRITTEN CONSENT OF THE DESIGN ASSESSMENT PANEL, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PlnA00515/14 AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at: <https://portal.beveridgewilliams.com.au/>

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:

(A) COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS HAVE BEEN SUBMITTED VIA THE DESIGN PORTAL AT THE ABOVE ADDRESS OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;

(B) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'C'

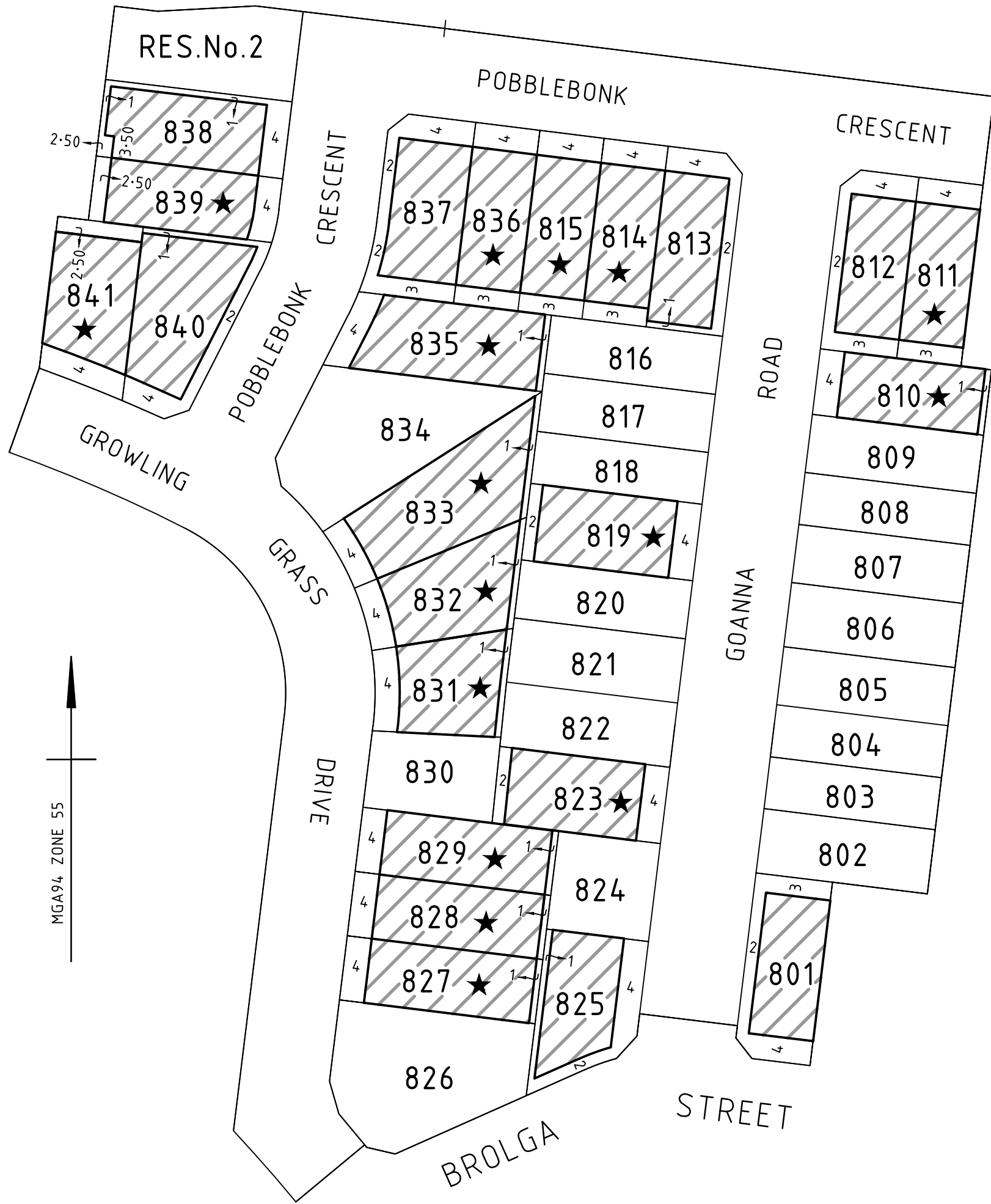
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 802 TO 809, 816 TO 818, 820 TO 822, 824 AND 830

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING THAT DOES NOT COMPLY WITH THE SMALL LOT HOUSING CODE AS INCORPORATED INTO THE CASEY PLANNING SCHEME, UNLESS THE CONSTRUCTION OR EXTENSION OF ANY DWELLING HAS BEEN APPROVED BY THE RESPONSIBLE AUTHORITY UNDER THE RELEVANT PLANNING REGULATIONS.

FOR THE PURPOSES OF ASSESSMENT AGAINST THE SMALL LOT HOUSING CODE, ALL BURDENED LOTS ARE TO BE ASSESSED AS TYPE A LOTS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



SIDE SETBACKS

FOR LOTS IDENTIFIED THUS ★

- A BUILD TO BOUNDARY ALLOWANCE ONLY APPLIES TO THE SIDE OF THE LOT WHERE THE CROSSOVER EXISTS. A SETBACK OF AT LEAST 1 METRE MUST BE PROVIDED FOR THE OPPOSITE SIDE BOUNDARY.



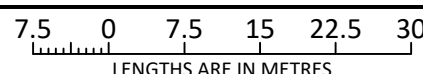
Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
5418-08-BE-V2.dwg

SCALE
1 : 750



ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 1

CLYDE SPRINGS - STAGE 8
PS902131G - BUILDING ENVELOPES

APPENDIX C

VENDOR STATEMENT

Vendor Statement

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

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

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

Land

Lot on unregistered plan of subdivision PS902131G, 230S Hardys Road, Clyde North VIC 3975 (Clyde Springs Stage 8)

Vendor's name

Clyde Springs Developments Pty Ltd ACN 101 969 573

Date
20/4/2022/ /

Vendor's signature

DocuSigned by:
Bradley Hetherington

Director/Secretary

Vendor's signature

2CA22C52FD70468...
DocuSigned by:
[Signature]
B1C5BC07A5874E9...

Director/Secretary

Purchaser's name

Date
/ /

Purchaser's signature

Purchaser's name

Date
/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

- (a) Their total does not exceed \$10,000.00;
- (b) Are set out in the attached certificates and calculated in accordance with the special conditions set out in the contract;
- (c) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are municipal, water, sewerage and drainage charges and proportionate land tax from the Settlement Date;
- (d) The lots on proposed plan of subdivision PS902131G will not be separately rated until after registration of the plan of subdivision;
- (e) The purchaser is required to pay all fees for connection of services to the property (if applicable);
- (f) The purchaser is solely responsible for any supplementary rates relating to the lot purchased by the purchaser; and
- (g) The purchaser is solely responsible for any community infrastructure levy imposed by the City of Casey.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None to the Vendor's knowledge other than Planning Permit, Design Guidelines, and Proposed Plan of Subdivision for the Development

BUT NOTE: The Vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-kind Agreement

[This section 7.1 only applies if the land is subject to a work-in-kind agreement.]

Not applicable.

7.2 GAIC Recording

[This section 7.2 only applies if there is a GAIC recording]

The following certificate or notice is attached:

A certificate of partial release

8. SERVICES

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

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

NOTE BUT: It is your sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

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

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

See attached certificates and documents

1. Registered Search Statement – Volume 12360 Folio 391
2. Plan of Subdivision PS846064E
3. Instrument AL543312J
4. Instrument AN966669M
5. Instrument AT390581J
6. Proposed Plan of Subdivision PS902131G (Stage 8) with Building Envelope
7. Design Guidelines
8. Indicative Subdivision & Staging Plan
9. Layout Plan
10. Planning Permit
11. Planning Certificate
12. South East Water Information Statement
13. Land Tax Certificate
14. Letter from SRO re GAIC, Form G2, Form G3 and GAIC Certificate of Partial Release
15. Property Report
16. Planning Property Report
17. Roads Property Certificate
18. EPA Certificate
19. FRCGW Clearance Certificate
20. Due Diligence Checklist

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

Page 1 of 2

VOLUME 12360 FOLIO 391

Security no : 124096634719Q
Produced 05/04/2022 03:54 PM

LAND DESCRIPTION

Lot L on Plan of Subdivision 846064E.
PARENT TITLE Volume 12250 Folio 040
Created by instrument PS846064E 25/02/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CLYDE SPRINGS DEVELOPMENTS PTY LTD of 1250 BALLARTO ROAD CRANBOURNE EAST VIC
3977
PS846064E 25/02/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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.

NOTICE Section 201UB Planning and Environment Act 1987
AL543312J 08/12/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AN966669M 23/06/2017

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390581J 01/07/2020

DIAGRAM LOCATION

SEE PS846064E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
PS846064E (B) PLAN OF SUBDIVISION	Registered	25/02/2022

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

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

Street Address: 230S HARDYS ROAD CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 18550L HAILES LAWYERS
Effective from 25/02/2022



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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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS846064E
Number of Pages (excluding this cover sheet)	5
Document Assembled	05/04/2022 17:09

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<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	<h1>PS846064E</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: CRANBOURNE</p> <p>TOWNSHIP: —</p> <p>SECTION: —</p> <p>CROWN ALLOTMENT: —</p> <p>CROWN PORTION: 50 (PART)</p> <p>TITLE REFERENCE: VOL. 12250 FOL. 040</p> <p>LAST PLAN REFERENCE: PS826162S (LOT K)</p> <p>POSTAL ADDRESS: 230S HARDYS ROAD (at time of subdivision) CLYDE NORTH 3978</p> <p>MGA CO-ORDINATES: E: 354 490 ZONE: 55 (of approx centre of land in plan) N: 5 781 170 GDA 94</p>	<p>Council Name: Casey City Council</p> <p>Council Reference Number: SubA00393/20 Planning Permit Reference: PlnA00515/14 SPEAR Reference Number: S167311H</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 15/06/2021</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot L</p> <p>Digitally signed by: Michele Scarlett for Casey City Council on 24/01/2022</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS
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IDENTIFIER	COUNCIL/BODY/PERSON	NOTATIONS
ROAD R1 RESERVE No.1	CITY OF CASEY CITY OF CASEY	<p>LOTS 1 TO 1000 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5.</p> <p>OTHER PURPOSES OF PLAN:</p> <p>TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED AS E-1 ON LP78726 AND CONTAINED WITHIN THOROUGHFBRED DRIVE ON THIS PLAN.</p> <p>TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-4 ON PS808379S AND CONTAINED WITHIN THOROUGHFBRED DRIVE ON THIS PLAN.</p> <p>TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-5 ON PS826162S AND CONTAINED WITHIN THOROUGHFBRED DRIVE AND GROWLING GRASS DRIVE ON THIS PLAN.</p> <p>GROUNDS FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)(K) SUBDIVISION ACT 1988)</p> <p style="text-align: center;">WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>

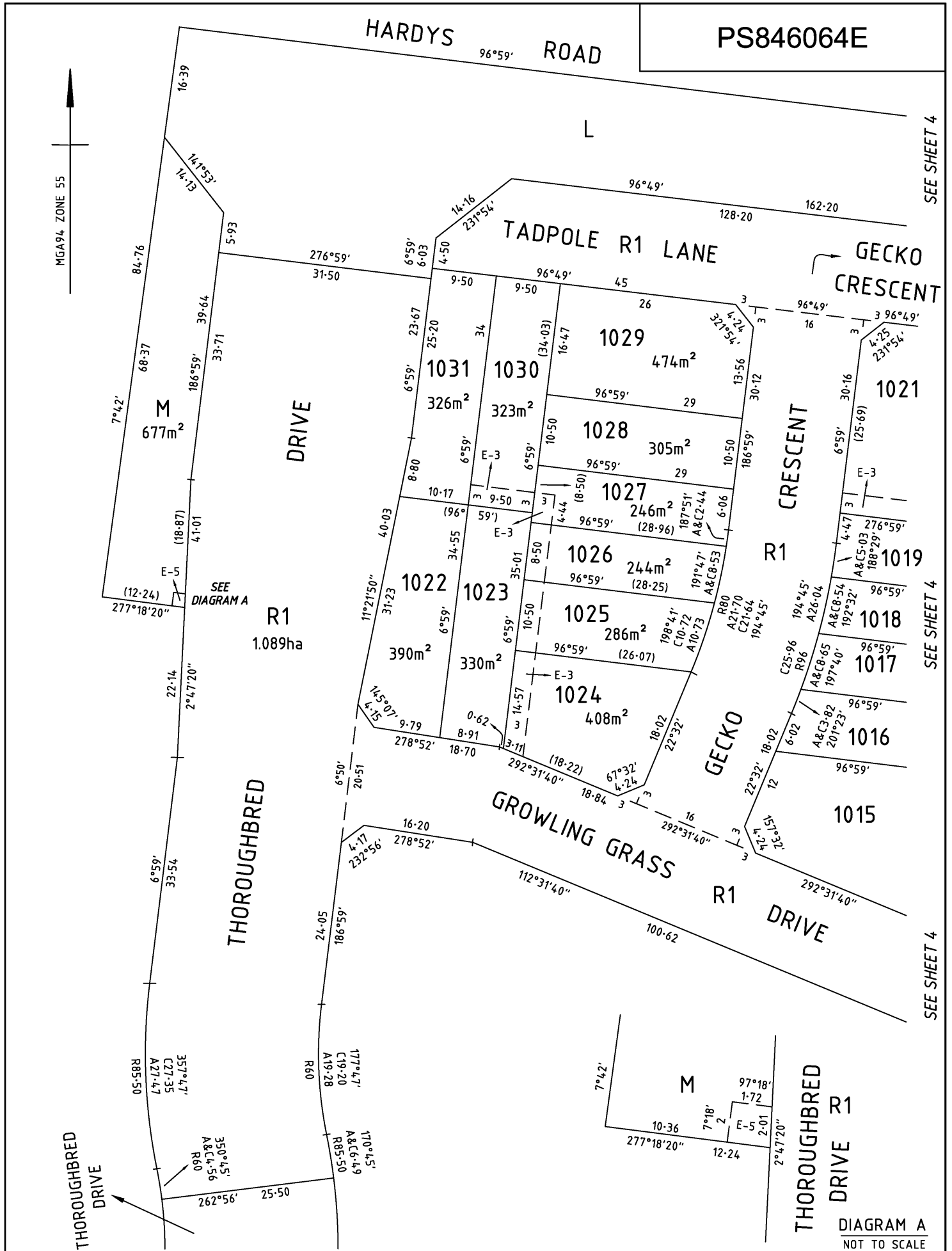
NOTATIONS	
<p>DEPTH LIMITATION: 15.24m</p> <p>This is a SPEAR plan.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. PlnA00515/14</p> <p>SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). PM103 and DVA69/91 In Proclaimed Survey Area No. 71</p> <div style="border: 1px solid black; padding: 2px; font-size: small;"> Estate: Clyde Springs Phase No.: 10 No. of Lots: 31 + Lot L + Lot M PHASE AREA: 2.199ha </div>	

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	LP78726	LAND IN LP78726
E-5	SEWERAGE	SEE DIAG.	PS826162S	SOUTH EAST WATER CORPORATION
E-2, E-3	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-3	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER CORPORATION
E-4	SEWERAGE	2.50	THIS PLAN	SOUTH EAST WATER CORPORATION

<p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p>	SURVEYORS FILE REF: M5418/10 5418-10-PS-V5-LR.dwg	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
	Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (5), 15/11/2021, SPEAR Ref: S167311H	PLAN REGISTERED TIME: 2:13 PM DATE: 25/02/2022	K. LIEW Assistant Registrar of Titles



SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

DIAGRAM A
NOT TO SCALE

BW Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

SURVEYORS REF
M5418/10

SCALE
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5 0 5 10 15 20
LENGTHS ARE IN METRES

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15/11/2021, SPEAR Ref: S167311H

ORIGINAL SHEET
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SHEET 3

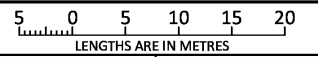
Digitally signed by:
Casey City Council,
24/01/2022,
SPEAR Ref: S167311H



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M5418/10

SCALE
1 : 500



ORIGINAL SHEET
SIZE: A3

SHEET 4

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Surveyor's Plan Version (5),
15/11/2021, SPEAR Ref: S167311H

Digitally signed by:
Casey City Council,
24/01/2022,
SPEAR Ref: S167311H

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'

PS846064E

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 1002 TO 1007 (BI), 1012, 1015, 1016, 1020 TO 1024 (BI), 1028 TO 1031 (BI)

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

- (1) CONSTRUCT ANY BUILDING OR STRUCTURE THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF PART 5 OF THE BUILDING REGULATIONS 2018 EXCEPT FOR VARIATIONS ALLOWED IN THE RESTRICTIONS TO FOLLOW;
- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT SHOWN ON THE ENDORSED BUILDING ENVELOPE PLAN EXCEPT FOR:
 - (i) PERMITTED ENCROACHMENTS TO THE STREET SETBACK BY STRUCTURAL ELEMENTS ALLOWED FOR UNDER REGULATION 74 OF THE BUILDING REGULATIONS 2018;
 - (ii) BALCONIES, EAVES, FASCIA, GUTTER, BLADE WALLS, COLUMNS AND SIMILAR ARCHITECTURAL ELEMENTS PROVIDED THAT THEY DO NOT ENCROACH INTO THE PERMITTED FRONT SETBACK MORE THAN 1.5 METRES AND A HEIGHT OF NO MORE THAN 6.9 METRES;
 - (iii) PERMITTED ENCROACHMENTS TO THE SIDE AND REAR SETBACKS ALLOWED UNDER THE BUILDING REGULATIONS 2018;
 - (iv) WHERE ENCROACHMENTS ARE PERMITTED WITH THE FURTHER WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.
- (3) CONSTRUCT ANY WALLS ON BOUNDARIES THAT DO NOT COMPLY WITH THE HEIGHT AND LENGTH REQUIREMENTS OF THE BUILDING REGULATIONS 2018 EXCEPT FOR WHERE A NEW WALL CONSTRUCTED ON OR WITHIN 200mm OF A SIDE OR REAR BOUNDARY ABUTS A WALL TO BE SIMULTANEOUSLY CONSTRUCTED ON AN ABUTTING LOT THEN THE LENGTH AND HEIGHT OF THE WALL CAN MATCH THE SIMULTANEOUSLY CONSTRUCTED WALL;
- (4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT IS TO BECOME AVAILABLE;
- (5) ALLOW GARAGE OPENING TO OCCUPY MORE THAN 40% OF THE WIDTH OF THE PRIMARY FRONTAGE, UNLESS THE BUILDING IS TWO OR MORE STOREYS AND ON A LOT BETWEEN 250-300 SQUARE METERS WHEREBY THE GARAGE OPENING MUST NOT EXCEED 30% OF THE AREA OF THE FRONT FACADE OF THE DWELLING WITH THE AREA OF THE FRONT FACADE MEASURED FROM A TWO DIMENSIONAL ELEVATION PLAN OF THE FACADE EXCLUDING THE AREA OF THE ROOF OF THE DWELLING;
- (6) ALLOW GARAGE OR CARPORTS TO BE SET BACK LESS THAN 5.50 METRES FROM THE PRIMARY FRONTAGE, UNLESS A BUILDING ENVELOPE SHOWN BELOW ALLOWS A PRIMARY FRONTAGE SETBACK OF 3 METRES WHEREBY THE GARAGE OR CARPORTS SHALL NOT BE SET BACK LESS THAN 5 METRES FROM THE PRIMARY FRONTAGE; OR, IN SPECIAL CIRCUMSTANCES WHERE LOTS ARE IDENTIFIED ON THE BUILDING ENVELOPE PLAN AS HAVING AN ALTERNATIVE GARAGE SETBACK WHEREBY GARAGES ON THOSE LOTS MUST NOT BE SETBACK BETWEEN 3 AND 5 METRES FROM THE PRIMARY FRONTAGE.

DESCRIPTION OF RESTRICTION:

FOR THE PURPOSE OF THIS DESCRIPTION PRIMARY FRONTAGE MEANS:

- (i) IN THE CASE OF A LOT WHERE ONLY ONE BOUNDARY OF THAT LOT ABUTS A ROAD, THE BOUNDARY THAT ABUTS THE ROAD.
- (ii) IN THE CASE OF A CORNER LOT WHERE TWO BOUNDARIES OF A LOT ABUT A ROAD, THE BOUNDARY WITH THE GREATER OFFSET ON THE ENDORSED BUILDING ENVELOPES PLAN .

A COPY OF THE ENDORSED ENDORSED BUILDING ENVELOPES PLAN BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PInA00515/14 IS AVAILABLE at: <https://portal.beveridgewilliams.com.au/>

EXPIRY:

ANY RESTRICTION RELATING TO BUILDING ENVELOPES WILL CEASE TO APPLY TO ANY LOT AFFECTED AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY (OR THE LIKE) UNDER THE BUILDING REGULATIONS 2018 OR SIMILAR LEGISLATION FOR THE WHOLE OF A DWELLING ON A LOT TO WHICH THE BUILDING ENVELOPE APPLIES.

CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 1001 TO 1031 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION: EXCEPT WITH THE WRITTEN CONSENT OF THE DESIGN ASSESSMENT PANEL, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PInA00515/14 AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at: <https://portal.beveridgewilliams.com.au/>

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:

(A) COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS HAVE BEEN SUBMITTED VIA THE DESIGN PORTAL AT THE ABOVE ADDRESS OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;

(B) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'C'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 1001, 1008 TO 1011 (BI), 1013, 1014, 1017 TO 1019 (BI), 1025 TO 1027 (BI)

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING THAT DOES NOT COMPLY WITH THE SMALL LOT HOUSING CODE AS INCORPORATED INTO THE CASEY PLANNING SCHEME, UNLESS THE CONSTRUCTION OR EXTENSION OF ANY DWELLING HAS BEEN APPROVED BY THE RESPONSIBLE AUTHORITY UNDER THE RELEVANT PLANNING REGULATIONS.

FOR THE PURPOSES OF ASSESSMENT AGAINST THE SMALL LOT HOUSING CODE, ALL BURDENED LOTS ARE TO BE ASSESSED AS TYPE A LOTS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

SURVEYORS REF
M5418/10

ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,
Surveyor's Plan Version (5),
15/11/2021, SPEAR Ref: S167311H

Digitally signed by:
Casey City Council,
24/01/2022,
SPEAR Ref: S167311H



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AL543312J

08/12/2014 \$0 201UB



G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987
Use to notify the Registrar of land subject to GAIC

Privacy Collection Statement: The information from this form is collected by the Registrar of Titles and is used for the purpose of maintaining publicly searchable registers and indexes.

Read this before you start

- 1 Fill page 1 online
- 2 Print form single sided
- 3 Sign with a blue or black pen

Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at Item 1 that a growth areas infrastructure contribution may be payable.

1. What land is subject to GAIC?

Land Title 1
Volume See the attachment Folio

Land Title 2
Volume Folio

Other Land Titles

2. Signature/s

Growth Areas Authority

Signature

Name of Signatory

3. Date (dd/mm/yyyy)

05/12/2014

4. Does the lodging party have a customer code?

No Go to question 5

Yes What is the customer code? Reference
14273H

5. Lodging party details

Lodging party

Given Name(s) the Metropolitan Planning Authority
Family Name/
Company Name

Phone

Address

No. Level29 Street 35 Collins Street
Suburb Melbourne Postcode 3000

You may lodge this form in two ways:

1. In person
Level 9, 570 Bourke Street
Melbourne 3000

2. By mail
P.O. Box 500
East Melbourne 3002

AL543312J

08/12/2014

\$0 201UB



8 titles

Volume	Folio
10172	206
8680	804
8696	243
10105	297
9821	480
8430	126
10231	586
9821	481

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AN966669M

23/06/2017 \$92.70 173



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7154132
Customer Code: 1167E

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

Land: Volume 08603 Folio 816 and Volume 08696 Folio 243

Responsible Authority: Casey City Council of Magid Drive, Narre Warren, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: *Helen Bowes*
Name of officer: HELEN BOWES
Position Held: DCP CO-ORDINATOR
Date: 5/6/17

CASEY.VIC.GOV.AU



Agreement under Section 173 of the Planning and Environment Act 1987

Date 5/6/2017

AN966669M

23/06/2017 \$92.70 173



Subject Land: Lot 2 Hardys Road, Clyde North - Clyde Springs Estate"

Purpose of Agreement: WIK and Land Projects and P.O.S.

Casey City Council

and

**Clyde Springs Developments Pty Ltd
ACN 101 969 573**

AN966669M

23/06/2017

\$92.70

173



Contents

1.	Definitions.....	4
2.	Interpretation	7
3.	Purposes of and reasons for this Agreement.....	8
4.	Agreement required	8
5.	Payment of Development Infrastructure Levy	8
6.	Works In Kind – Infrastructure Projects	9
7.	Specific obligations	12
8.	Parties' acknowledgments	13
9.	Acknowledgement by the Parties.....	14
10.	Owner's further obligations	14
11.	Agreement under Section 173 of the Act.....	15
12.	Owner's Warranties.....	15
13.	Successors in title	16
14.	General matters.....	16
15.	GST	17
16.	Dispute Resolution	17
17.	GAIC	18
18.	Commencement of Agreement.....	18
20.	Ending of Agreement.....	18
	Schedule 1.....	20
	Schedule 2.....	21
	Schedule 3.....	22
	Schedule 5.....	24
	Schedule 6.....	25
	Schedule 7.....	26



Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 2017



Parties

Name	Casey City Council
Address	Magid Drive, Narre Warren, Victoria
Short name	Council
Name	Clyde Springs Developments Pty Ltd
Address	ACN 101 969 573 4 Adrian Street, Cranbourne East Victoria 3977
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to do so, as the Collecting Agency and the Development Agency
- C. The Owner is or is entitled to be the registered proprietors of the Subject Land.
- D. The Development Contributions Plan applies to the Subject Land. It specifies the development contributions required to be paid by those developing land within the area covered by the Development Contributions Plan.
- E. The Owner has asked Council for permission to -
 - E.1 carry out the Infrastructure Projects;
 - E.2 to transfer or vest Land Projects in Council;
 in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.
- F. Council has agreed to allow the Owner -
 - F.1 to provide the Infrastructure Works; and
 - F.2 transfer to or vest in Council the Land Projects

AN966669M



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 asked Council for permission to transfer or vest the Open Space Land in Council.
- H. Council has agreed to allow the Owner to transfer or vest the Open Space Land in Council in return for a Credit against the Owner's obligation under clause 52.01 of the Planning Scheme to make the Public Open Space Contribution, on the terms and conditions set out in this Agreement.
- I. As at the date of this Agreement, the Subject Land is subject to 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 unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Actual Cost of Construction means the actual price of a contract in respect of the delivery of the Infrastructure Project including all project design and investigation and project and program management fees as detailed in the relevant Preliminary Estimate of Development Costs contained in the Development Contributions Plan.

Agreed Land Value means the Agreed Land Value specified in Schedule 3 except that where the area of the Land Project which is actually transferred to or vested in Council is less than the area of the Land Project specified in **Schedule 3**, the Agreed Land Value is to be recalculated by multiplying the area of the Land Project actually transferred to or vested in Council by a rate per square which is calculated from the relevant information as set out in **Schedule 3**.

Agreed Project Value means the amount specified in Schedule 2 or the Actual Costs of Construction, whichever is the lesser or any other amount which has been specifically agreed to in writing by Council.

Agreement means this Deed as amended from time to time.

Approved Plans means the plans and specifications of the Infrastructure Projects approved by Council under clause 6.3 of this Agreement.

Certificate of Practical Completion means a certificate in writing prepared by Council (or VicRoads where applicable) stating that an Infrastructure Project has been completed in accordance with the requirements of Council and VicRoads Council and VicRoads (where applicable).

Collecting Agency and Development Agency have the same meaning as in the Development Contributions Plan.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

AN966669M

23/06/2017 \$92.70 173



- (a) \$306.70 if paid within 12 months from the date that this Agreement commences; or
- (b) \$306.70 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Construction Procedures means the procedures set out in Schedule 1 of this Agreement.

Credit means a credit in the amount of, or part of, the Agreed Project Value for the relevant Infrastructure Project or the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, caseycc@casey.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Defects Liability Period means the period of 12 months from the issue of a Certificate of Practical Completion for an Infrastructure Project.

Designs means detailed design and engineering plans and specifications of an Infrastructure Project.

Development Infrastructure 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.

Development Contributions Plan (or DCP) means the Clyde Development Contributions Plan dated October 2014, as amended from time to time, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Planning Permit.

Equalisation Payment means the amount calculated in accordance with Schedule 4 described as the equalisation payment required to be paid by the Owner or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- (a) the area of Open Space Land that the Owner is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- (b) the public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme.

AN966669M

23/06/2017 \$92.70 173



GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means annual adjustment of an amount carried out in accordance with the method and on the date which are specified in the Development Contributions Plan.

Infrastructure Projects means the projects specified in Schedule 2 of this Agreement.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means the land transactions described in Schedule 3. For clarity 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.

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 that is included in the Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means the land for passive open space as set out in **Schedule 4**.

Owner means the persons 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.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or parties means the parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for the Infrastructure Projects and which is payable at the rate of 0.75% of the estimated cost of constructing the Infrastructure Projects shown on the plans to be checked.

Planning Permit means the planning permit specified in Schedule 7 authorising the development of the Subject Land in accordance with the Endorsed Plan.

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

AN966669M

23/06/2017 \$92.70 173




PSP means the Clyde Creek Precinct Structure Plan as incorporated in the Planning Scheme.

Provision Trigger means the provision trigger or milestone specified in Schedule 2 or Schedule 3 or Schedule 4 as the case may be.

Public Infrastructure Plan means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under any planning permit applicable to the Subject Land.

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 Owners obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

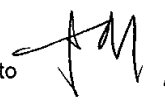
- (a) if paid within 12 months of the date this Agreement commences, \$306.70; or
- (b) if paid at any time after 12 months of the date this Agreement commences, \$306.70 plus Indexation.

Schedule means a schedule to this Agreement.

Stage means 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.

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

Subject Land means the land listed in Schedule ⁵ of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.



Supervision Fee means a fee payable to Council by the Owner for supervision of an Infrastructure Project and which is payable at the rate of 2.5% of the estimated cost of constructing the Infrastructure Project.

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;

AN966669M



- 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 and reasons for this Agreement

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

- 3.1 record the terms and conditions on which the Owner will undertake the Infrastructure Projects
- 3.2 record the terms and conditions on which the Owner will transfer to or vest in Council the Land Projects
- 3.3 record the terms and conditions on which the Owner will transfer to or vest in Council the Open Space Land; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis reduced by -
 - 5.1.1 the Owner's entitlement to a Credit and
 - 5.1.2 subject to the provisions of this Agreement;
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset or reduced by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land.

AN966669M



6. Works In Kind – Infrastructure Projects

6.1 Owner to carry out Infrastructure Project

The Owner covenants and agrees that:

6.1.1 unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party, the Owner must:

- (a) carry out and construct each Infrastructure Project specified in Schedule 2 in accordance with the Approved Plans;
- (b) prior to the Provision Trigger identified in Schedule 2; and
- (c) for the Agreed Project Value.

6.2 Payment of Agreed Project Value

The Owner acknowledges and agrees that if an Infrastructure Project is delivered by the Owner, the Agreed Project Value will be paid or applied by Council -

- (a) first as a Credit against the Owner's liability to pay the Development Infrastructure Levy -
 - (i) in any manner described in and set out in Schedule 2; and
 - (ii) payable at the time set out in Schedule 2 -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

The Owner agrees that, except with the prior written consent of Council:

6.3.1 the Owner will, at its cost, prepare the plans and specifications of each Infrastructure Project and submit those plans and specifications to Council for approval;

6.3.2 the plans and specifications must:

- (a) be to the satisfaction of Council and the Development Agency, acting reasonably;
- (b) comply with any relevant standard in the Development Contributions Plan; and
- (c) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;

6.3.3 approval of the Designs by Council and the Development Agency will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;

AN966669M

23/06/2017 \$92.70 173



- 6.3.4 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects from Council.;
- 6.3.5 prior to entering into any contract for the Infrastructure Projects, the Owner will submit to Council for approval:
 - (a) information as requested by Council which is sufficient for Council to satisfy itself that the price of the contract is a competitive price;
 - (b) a copy of the detailed cost schedules including quantities, unit rates and identification of any provisional items; and
 - (c) a copy of the proposed construction program;
- 6.3.6 in carrying out the Infrastructure Projects, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices; and
- 6.3.7 the Owner will:
 - (a) construct the 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; and
 - (b) comply with the Construction Procedures.

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 in its capacity as Development Agency is subject to compliance with this Agreement and the Construction Procedures; and
- 6.4.2 following the issue of a Certificate of Practical Completion, 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;
 - (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;
 - (c) is responsible for the maintenance of the Landscape Components in good order, condition and repair to the satisfaction of Council for the Landscape Maintenance Period; and
 - (d) is responsible for the repair of any defects during the Defects Liability Period.

6.5 Land Project

The Owner covenants and agrees that subject to this Agreement, the Owner will transfer to or vest in Council each Land Project

- 6.5.1 prior to the Provision Trigger specified in Schedule 3; and

AN966669M



6.5.2 in return for a Credit or payment, as the case may be, as described in and payable at the time set out in Schedule 3.

6.6 Open Space Land

The Owner covenants and agrees that subject to this Agreement the Owner will transfer to or vest in Council the Open Space Land prior to the Provision Triggers identified in Schedule 4.

6.7 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.

6.8 Milestones

The Parties acknowledge and agree that if the Owner does not:

6.8.1 construct the Infrastructure Projects within the timeframe specified or referred to in clause 6.1.1 or any other time which is agreed between Council and the Owner; or

6.8.2 transfer or vest the Land Project within the timeframe specified or referred to in clause 6.5.1 or any other time which is agreed between Council and the Owner; or

6.8.3 transfer or vest the Open Space Land within the timeframe specified or referred to in clause 6.6 or any other time which is agreed between Council and the Owner -

Council may at its absolute discretion:

6.8.4 extend the relevant timeframe; or

6.8.5 refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe as specified in the Schedules to this Agreement.

6.9 Credit

The Parties agree that:

6.9.1 upon the issue of a Certificate of Practical Completion in respect of the Infrastructure Project, the Owner will be entitled to the Credit for the Infrastructure Project in the amount of the Agreed Project Value as described in Schedule 2; and

6.9.2 upon the transfer or vesting in Council of the Land Project, the Owner will be entitled to the Credit for the Agreed Land Value as set out in Schedule 3.

6.9.3 upon the provision of a Credit and or payment in respect of 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 under this Agreement remain; and

6.9.4 after the expiry of the Landscape Maintenance Period and the Defects Liability Period, maintenance of the works and repair of any defects in respect of an

AN966669M

23/06/2017 \$92.70 173



Infrastructure Project, Land Project or Open Space Land, as the case may be becomes the responsibility of Council.

6.10 Credit

The parties agree that:

- 6.10.1 where pursuant to clause 6.9.1 a Credit is due to the Owner in respect of one or more Infrastructure Projects, then the Owner shall not be required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner; and
- 6.10.2 where pursuant to clause 6.9.2 a Credit is due to the Owner in respect of one or more Land Projects, then the Owner shall not be required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner.

6.11 Reimbursement of the Owner for entitlements in excess of Credits

The parties agree that when an Infrastructure Project is completed or when the Land Project is transferred to or vested in Council in accordance with this Agreement, as the case may be, Council will reimburse to the Owner a cash payment for the combined Agreed Land Values and Agreed Project Values less any Credits or payments already provided to the Owner subject to the following:

- 6.11.1 Council in its capacity as Collecting Agency determining that there are sufficient funds in the Development Contributions Plan account to pay the Owner at that time having regard to other agreements Council has made with any other person in relation to development contributions;
- 6.11.2 until the amounts due under clause 6.11 are paid, Council will
 - (a) make details in relation to the funds in the relevant DCP account available for inspection to the Owner upon request.

6.12 Final Reimbursement

Notwithstanding anything to the contrary in this Agreement, if any amount owing to the Owner has not been paid to the Owner before the date of the issue of the final Statement of Compliance for the Subject Land, Council must pay the outstanding amount owing to the Owner in full within 30 days of the issues of the Statement of Compliance for the final stage of the subdivision of the Subject Land.

7. Specific obligations

7.1 Public Infrastructure Plan

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

7.2 Open Space Land and Equalisation Payment

Council and the Owner covenants and agrees that subject to this Agreement:

AN966669M



- 7.2.1 the Owner will transfer to or vest in Council the Open Space Land prior to the Provision Trigger identified in Schedule 4;
- 7.2.2 where a payment in respect of Open Space Land is due to the Council, the Owner will pay to Council the Equalisation Payment specified for the Open Space Land prior to the Provision Trigger identified in Schedule 4;
- 7.2.3 where a payment in respect of Open Space Land is due to the Owner, Council will pay to the Owner the Equalisation Payment specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4; and
- 7.2.4 upon complying with clause 7.2, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

8. Parties' acknowledgments

8.1 Agreed Land Value

The Parties agree that:

- 8.1.1 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 Land Project; and
- 8.1.2 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 Land Project.

8.2 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.

8.3 Environmental Assessment

The Owner agrees that that prior to transferring to or vesting each Land Project or the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that each Land Project and the Open Space Land is suitable to be used and developed for purpose for which it is intended.

AN966669M

23/06/2017 \$92.70 173



9. Acknowledgement by the Parties

The Parties acknowledge and agree that:

- 9.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and
- 9.1.2 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 Satisfaction Fee; or
- 10.3.4 Consent Fee.

AN966669M



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 reasonable legal expenses) relating to this Agreement, including:

- 10.4.1 drafting, finalising, signing and recording this Agreement;
- 10.4.2 drafting, finalising and recording any amendment to this Agreement;
- 10.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 10.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Time for giving consent

If Council makes a request for payment of:

- 10.5.1 a fee under clause 10.3; or
- 10.5.2 any costs or expenses under clause 0,

the Parties agree that Council will not decide whether the Owners' obligation have been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

10.6 Interest for overdue moneys

- 10.6.1 The Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act* 1989 and any amount due under this Agreement that is not paid by the due date.
- 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 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

11. Agreement under Section 173 of the Act

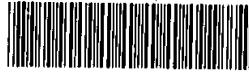
Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

12. Owner's Warranties

- 12.1 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.

AN966669M

23/06/2017 \$92.70 173



- 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.

13. 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:

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

14. General matters

14.1 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:

- 14.1.1 personally on the other Party;
- 14.1.2 by leaving it at the other Party's Current Address;
- 14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;
- 14.1.4 by email to the other Party's Current Email.

14.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owners does not amount to a waiver of any of Council's rights or remedies under this Agreement.

14.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

14.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

AN966669M



14.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

15. GST

- 15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. Dispute Resolution

- 16.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 16.5 either party may at its election:
- 16.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
- 16.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 16.2 A party may not commence any of the processes referred to in clause 16.1 until it has complied with clauses 16.3 and 16.4.
- 16.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 16.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 16.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

AN966669M



17. GAIC

- 17.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 6, all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its inherent GAIC liability.

18. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

19. Amendment of Agreement

- 19.1 This Agreement may be amended in accordance with the Act.
- 19.2 If notice of a proposal to amend 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 amend this Agreement are required to be notified of the proposal.

20. Ending of Agreement

- 20.1 This Agreement ends:
- 20.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 20.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 20.2 Upon 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 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 20.3 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.

AN966669M

23/06/2017 \$92.70 173



- 20.4 Once this Agreement ends as to part of the Subject Land, 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(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 20.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

AN966669M



Schedule 1

Construction Procedures

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the 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 from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the 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 undertaking any maintenance or repair of defects in respect of any 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;
 - b. it has satisfied any condition of such consent.
6. The Owner must put 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 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;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
 - f. comprise best industry practice;
 - g. unless otherwise authorised comply with any relevant current Australian Standard; and
 - h. accord with a construction management plan to be prepared to the satisfaction of Council.

AN966669M

23/06/2017 \$92.70 173



Schedule 2

INFRASTRUCTURE PROJECTS

DCP Project Reference Number	Infrastructure Project ¹ Description ²	Extent of Project ³	Milestone for the completion of the Infrastructure Project ⁴	Agreed Project Value ⁴	Funding Source ⁵	Timing for Payment/Credit ⁶ (Payment/Credit Date)
IN53-13	Hardys Road/North-south connector road – Construction of signalised 4-way intersection- Interim treatment	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the Appendix to the DCP.	Prior to the issue of a Statement of Compliance for Stage 10 of Subdivision unless otherwise approved by Council.	The amount specified in, and indexed in accordance with the DCP at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount. <small>Note – Funding from the DCP is limited to relevant project described in the cost estimate contained in the DCP.</small>	DCP Credit	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Statement of Practical Completion for the Infrastructure Project
RD54-01	Hardys Road - part delivery- Construction of existing carriageway for a length of 115 metres or length otherwise approved by Council- Interim treatment	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the Appendix to the DCP.	Prior to the issue of a Statement of Compliance for Stage 10 of Subdivision unless otherwise approved by Council.	The amount specified in, and indexed in accordance with the DCP at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount. <small>Note – Funding from the DCP is limited to relevant project described in the cost estimate contained in the DCP.</small>	DCP Credit	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Statement of Practical Completion for the Infrastructure Project

¹ Infrastructure Project is a defined phrase in this Agreement.
² Always use the same description/language as set out in the approved Development Contributions Plan
³ The description entered for the Extent of Project should be clear and unambiguous to a 3rd party reader of this document.
⁴ Agreed Project Value is a defined phrase in this Agreement
⁵ The Funding Source will either be the DCP by way of Credits or the Developer.
⁶ The description entered for the Timing for Payment/Credit should be clear and unambiguous to a 3rd party read of this document..



Schedule 3

LAND PROJECT

DCP Project Reference Number	Land Project Description ⁷	Title or plan reference ⁸	Area of the Land Project ⁹	Milestone for transfer or vesting of the Land Project	Agreed Land Value ¹⁰	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
RD54-01	Hardys Road – Land for widening Hardys Rd within PSP Property ID 54-04	Concept Ultimate Intersection and Road Land Take Areas.	.2060ha	Prior to or concurrent with Stage 10A as described in the endorsed plans to Planning Permit PinA00515/14	\$288,400	DCP Credit	Concurrent with the issue of Statement of Compliance for Stage 1 as described in the endorsed plans.
RD54-01	Hardys Road – Land for widening Hardys Rd within PSP Property ID 54-06	Concept Ultimate Intersection and Road Land Take Areas.	.5960ha	Prior to or concurrent with Stage 10 as described in the endorsed plans to Planning Permit PinA00515/14	\$655,600		
IN53-13	Hardys Road/North South connector- Land for intersection within PSP Property ID 54-06	Concept Ultimate Intersection and Road Land Take Areas.	.1080ha	Prior to or concurrent with Stage 10 as described in the endorsed plans to Planning Permit PinA00515/14	\$118,800		
Totals			.9100ha		\$1,062,800		

⁷ The description of the *Land Project* should be clear and unambiguous.

⁸ Insert a title if the land is the whole of the land in the title. Otherwise insert a plan of survey or plan of subdivision reference number.

⁹ Insert area in square metres.

¹⁰ *Agreed Land Value* is a defined phrase in this document



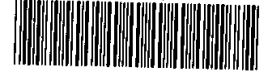
Schedule 4
PUBLIC OPEN SPACE

Open Space Land	Open Space Land Description ¹¹	Title of plan reference	Area of the Open Space Land	Milestone for transfer or vesting of the Open Space Land	Equalisation Payment for Open Space Land ¹²	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
1	Public Open Space Area 1	LP2 as depicted in the Open Space and Communities Facilities Plan in the Clyde Creek Precinct Structure Plan and shown on the Endorsed plans	1.37ha	Prior to or concurrent with Stage 3 as described in the Endorsed Plans to Planning Permit PinA00515/14			
2	Public Open Space Area 2	LP5 as depicted in the Open Space and Communities Facilities Plan in the Clyde Creek Precinct Structure Plan and shown on the Endorsed plans	.60ha	Prior to or concurrent with Stage 8 as described in the Endorsed Plans to Planning Permit PinA00515/14			
Equalisation Payment	Public Open Space Equalisation Payment to the Owner for provision over the 4.00% required under clause 52.01 of the Planning Scheme				The equivalent of the value of 1.2582ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobo value of the parent land parcel, being Hardys Roads and being 25.8953ha in area and assuming the parent parcel has services and infrastructure available to it, but not yet constructed.	Council	After such time as the Subject Land for which a Statement of Compliance has issued for the final stage of the subdivision of the Subject Land.

¹¹ A clear description of the Open Space Land is required.
¹² This is a calculated amount determined by Council in consultation with Owner.

AN966669M

23/06/2017 \$92.70 173



Schedule 5

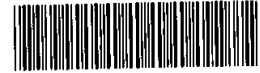
TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Certificates of Title

- Volume 08603 Folio 816 and
- Volume 08696 Folio 243

AN966669M

23/06/2017 \$92.70 173



Schedule 6

Land Specified for the purposes of clause 17.1

Project No.	Land Description	Area
RD54-01	Hardys Road -- Land for widening Hardys Rd within PSP Property ID 54-04	.2060ha
RD54-01	Hardys Road -- Land for widening Hardys Rd within PSP Property ID 54-06	.5960ha
IN53-13	Hardys Road/North South connector- Land for intersection within PSP Property ID 54-06	.1080ha



Schedule 7

Planning Permit Details

PlnA00515/14 issued on 4 October 2016.

AN966669M





Maddocks

AN966669M

23/06/2017 \$92.70 173



Signing Page

Signed, sealed and delivered as a Deed by the Parties

Signed sealed and delivered by the Chief Executive Officer on behalf of **Casey City Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

)
)
)
)
)

Witness

Chief Executive Officer

Executed by Clyde Springs Developments Pty Ltd)
ACN 101 969 573 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director
Peter Gascard
Print full name

Signature of Director/Company Secretary

BRADLEY HETHERINGTON
Print full name

AN966669M

23/06/2017 \$92.70 173



Maddocks

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee under instrument of mortgage no. AB711646E 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.



.....
MALCOLM BULL
REGIONAL EXECUTIVE
CFS SOUTHERN VIC/TAS



Maddocks

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23/06/2017 \$92.70 173





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Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK MCGRATH*

Address: *6 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *23765J*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Privacy Collection Statement

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AT390581J

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
6 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name

Signature

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Wm McGrath

Execution Date

1/ JULY / 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Handwritten signature]

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Page 1 of 1

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AT390581J

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
1488/569	9518/680	11907/702	11945/727	11982/691	11995/973	12036/983
1505/901	9562/579	11907/703	11945/740	11982/695	11995/984	12036/986
3168/419	9590/216	11907/708	11945/747	11982/711	11995/992	12036/998
3619/739	9601/656	11910/806	11947/671	11982/728	11996/002	12037/007
3782/298	9620/089	11917/658	11947/672	11982/747	11996/011	12037/015
3953/541	9623/606	11917/663	11947/697	11982/938	11996/013	12037/018
4024/650	9626/020	11917/666	11949/049	11982/942	11996/019	12037/019
4242/224	9629/569	11917/676	11949/054	11982/954	12000/303	12037/021
5120/911	9633/192	11917/695	11949/059	11982/970	12000/307	12037/022
5600/900	9646/840	11917/734	11949/065	11982/975	12000/312	12037/028
6330/985	9647/860	11918/477	11949/068	11982/982	12000/322	12037/041
6437/282	9684/869	11918/496	11949/191	11982/984	12000/326	12037/444
7337/355	9728/025	11918/497	11949/213	11984/378	12003/564	12037/447
7954/070	9748/557	11918/511	11949/216	11984/386	12004/433	12037/457
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8266/554	9769/313	11920/259	11949/245	11984/423	12005/052	12039/059
8292/644	9799/388	11920/271	11949/251	11984/429	12005/055	12039/344
8305/313	9823/135	11920/275	11949/252	11984/432	12005/057	12039/362
8309/576	9823/382	11920/285	11949/254	11984/438	12005/064	12039/364
8372/792	9835/111	11920/362	11949/281	11984/447	12005/065	12039/411
8378/225	9835/112	11920/467	11949/288	11984/460	12005/068	12039/418
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8407/904	9903/367	11920/477	11949/779	11984/466	12005/080	12039/424
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8441/920	9905/358	11922/687	11950/054	11984/485	12005/365	12039/434
8446/749	9944/068	11922/691	11950/066	11985/256	12005/367	12039/435
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8485/432	9957/035	11922/730	11950/092	11985/291	12005/417	12039/468
8485/440	9957/044	11922/733	11952/991	11986/637	12006/648	12039/485
8485/468	9970/945	11922/961	11952/994	11986/639	12006/653	12039/486
8485/496	9987/222	11922/966	11953/001	11986/658	12006/661	12039/505
8502/124	9991/020	11923/154	11953/190	11987/024	12006/662	12039/508
8503/502	9994/845	11923/179	11953/195	11989/477	12007/326	12039/511
8506/209	9994/850	11923/188	11953/197	11989/495	12007/336	12039/518
8521/768	10062/529	11923/192	11953/210	11989/504	12010/488	12039/537
8521/776	11874/545	11923/193	11953/214	11989/506	12010/491	12039/540
8521/785	11874/547	11923/197	11953/229	11989/508	12010/505	12040/280
8521/794	11874/548	11923/200	11953/365	11989/596	12010/512	12040/289
8521/796	11874/555	11923/223	11953/386	11989/756	12010/698	12040/331
8524/739	11874/559	11923/226	11953/389	11989/762	12010/702	12040/339
8540/554	11874/565	11923/233	11953/390	11989/767	12010/719	12040/539

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
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8542/984	11877/027	11924/776	11954/919	11989/771	12010/729	12040/613
8542/985	11881/420	11924/783	11954/930	11989/778	12010/731	12040/618
8566/338	11881/423	11924/790	11954/943	11989/781	12011/423	12040/620
8570/023	11882/892	11924/815	11954/949	11989/782	12011/430	12040/630
8587/713	11882/907	11924/941	11954/950	11989/792	12011/435	12040/644
8591/731	11882/910	11924/947	11954/965	11989/908	12011/436	12041/156
8634/685	11882/915	11924/949	11954/966	11989/920	12011/457	12041/159
8646/710	11882/922	11925/769	11956/397	11989/936	12011/460	12041/161
8652/167	11882/934	11925/773	11956/409	11989/945	12011/471	12041/186
8654/890	11883/314	11925/780	11956/424	11989/949	12011/682	12041/188
8666/560	11884/347	11925/783	11957/066	11989/952	12011/683	12041/706
8671/098	11884/356	11925/788	11957/072	11990/033	12013/977	12043/038
8673/071	11884/359	11925/796	11957/088	11990/044	12015/190	12043/043
8698/895	11884/367	11926/169	11957/089	11990/062	12015/201	12043/048
8755/751	11884/389	11926/175	11957/115	11990/064	12017/350	12043/052
8755/752	11884/459	11926/181	11959/832	11990/065	12017/352	12043/056
8776/059	11884/464	11926/186	11959/834	11990/068	12017/367	12043/058
8783/610	11884/469	11926/190	11959/848	11990/070	12017/374	12045/682
8792/432	11884/475	11926/281	11959/871	11990/073	12017/377	12045/683
8800/465	11884/481	11926/288	11959/873	11990/077	12017/460	12046/732
8800/881	11884/483	11926/303	11959/874	11990/085	12017/463	12046/736
8808/464	11884/485	11926/306	11961/279	11990/094	12017/464	12046/740
8808/660	11884/491	11926/309	11961/281	11990/098	12017/483	12046/745
8810/700	11884/508	11926/659	11961/505	11990/269	12017/493	12046/749
8812/312	11884/512	11926/660	11962/610	11990/621	12018/815	12046/757
8812/329	11884/513	11926/663	11962/620	11990/627	12018/818	12047/891
8820/219	11885/228	11926/668	11967/436	11990/628	12018/833	12047/899
8820/924	11885/229	11928/609	11967/622	11990/631	12018/837	12047/912
8833/578	11885/295	11928/611	11967/633	11990/636	12018/916	12047/921
8834/691	11885/297	11928/636	11967/688	11990/649	12018/922	12048/330
8834/707	11885/556	11928/647	11967/719	11990/658	12018/927	12048/332
8841/476	11885/571	11928/650	11967/746	11990/659	12018/937	12048/344
8855/796	11885/576	11928/848	11968/749	11990/665	12019/533	12050/538
8855/806	11885/734	11928/849	11968/860	11990/669	12019/545	12050/545
8872/811	11885/737	11928/855	11968/865	11990/674	12019/546	12050/548
8874/226	11885/742	11929/572	11968/869	11990/675	12019/560	12050/553
8874/266	11885/751	11932/347	11968/870	11990/676	12019/567	12050/555
8874/891	11887/050	11932/354	11968/883	11990/677	12019/573	12050/614
8885/971	11887/052	11933/401	11968/904	11990/687	12019/735	12050/618
8898/438	11887/053	11933/402	11971/301	11990/736	12020/503	12051/175
8900/293	11887/060	11933/405	11972/138	11990/739	12022/411	12051/183
8903/547	11887/080	11933/409	11972/153	11990/761	12022/416	12051/381
8908/715	11887/088	11934/461	11972/172	11990/767	12022/429	12052/230
8924/161	11887/098	11934/464	11972/837	11990/769	12022/430	12052/241

AT390581J

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8930/203	11887/109	11934/466	11972/838	11990/898	12022/447	12053/378
8950/047	11887/111	11934/470	11972/847	11990/901	12022/448	12053/395
8954/158	11887/135	11934/473	11972/851	11990/908	12022/464	12053/406
8954/165	11887/137	11934/476	11972/859	11991/313	12022/466	12053/413
8958/982	11887/624	11934/487	11975/391	11991/317	12022/607	12053/420
8966/833	11887/636	11934/685	11975/392	11992/120	12022/608	12053/425
8983/457	11887/652	11935/646	11975/395	11992/125	12022/610	12053/432
8983/960	11887/663	11935/647	11975/399	11992/129	12022/613	12053/440
8989/738	11887/666	11935/657	11975/413	11992/130	12022/636	12053/532
8994/129	11887/668	11937/327	11976/318	11992/139	12023/352	12053/540
8995/146	11887/674	11937/328	11976/320	11992/154	12023/358	12053/549
8995/600	11887/675	11937/339	11976/321	11992/158	12023/365	12053/556
8998/462	11889/076	11937/375	11976/338	11992/308	12023/382	12053/559
9001/455	11889/077	11937/381	11976/344	11992/313	12026/344	12053/579
9007/431	11889/086	11937/395	11976/345	11992/334	12026/357	12053/580
9019/147	11889/089	11937/401	11976/348	11992/414	12026/358	12053/581
9045/320	11889/939	11937/415	11976/355	11992/415	12026/359	12053/584
9056/730	11889/940	11939/053	11976/795	11992/417	12026/376	12058/534
9087/413	11889/944	11939/056	11976/797	11992/450	12026/384	12058/551
9089/340	11889/958	11939/061	11976/799	11992/459	12026/388	12058/582
9091/161	11889/986	11939/074	11976/801	11992/467	12026/389	12058/586
9102/501	11890/122	11939/075	11976/805	11992/598	12026/401	12058/587
9108/561	11890/123	11939/085	11976/815	11992/612	12026/970	12058/603
9109/403	11890/125	11939/086	11977/251	11992/619	12026/971	12059/456
9116/692	11890/150	11939/209	11977/262	11992/630	12026/973	12059/459
9121/238	11890/152	11944/123	11978/082	11992/631	12026/980	12059/876
9128/781	11890/153	11944/131	11978/104	11992/664	12026/988	12059/990
9129/520	11890/179	11944/137	11978/964	11992/677	12027/355	12060/003
9135/164	11890/229	11944/152	11978/978	11992/702	12027/364	12060/022
9150/388	11890/230	11944/156	11979/167	11993/267	12027/365	12060/040
9161/963	11890/242	11944/166	11979/170	11993/280	12027/369	12060/050
9181/446	11890/322	11944/180	11979/320	11993/282	12031/637	12060/057
9203/833	11890/323	11944/187	11979/326	11993/285	12031/641	12060/062
9225/384	11892/698	11944/238	11979/328	11993/286	12033/120	12060/065
9231/047	11894/564	11944/340	11979/422	11993/574	12033/124	12060/144
9231/581	11894/565	11944/348	11979/424	11993/575	12033/132	12060/700
9286/465	11894/568	11944/364	11979/454	11993/576	12033/144	12060/702
9307/161	11894/593	11944/371	11979/561	11993/602	12033/148	12060/714
9307/871	11897/150	11944/378	11979/575	11993/604	12034/827	12060/715
9320/879	11899/044	11945/054	11979/589	11993/902	12034/835	12060/721
9328/880	11899/057	11945/063	11979/678	11993/903	12034/846	12063/649
9347/968	11899/061	11945/074	11980/438	11993/906	12034/851	12063/684
9358/218	11899/077	11945/541	11980/451	11993/907	12036/719	12064/842
9374/137	11899/086	11945/554	11980/462	11993/911	12036/723	12064/854
9375/943	11902/436	11945/558	11981/250	11993/915	12036/748	12064/867

AT390581J

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
9381/132	11902/440	11945/559	11981/498	11993/918	12036/749	12064/868
9415/811	11902/441	11945/576	11981/502	11993/927	12036/758	12064/872
9433/597	11903/792	11945/589	11981/529	11994/086	12036/759	12064/873
9443/126	11903/797	11945/598	11981/534	11994/095	12036/764	12064/884
9443/138	11903/800	11945/703	11982/427	11994/097	12036/878	12064/898
9455/030	11907/689	11945/704	11982/435	11994/103	12036/882	12064/900
9464/475	11907/693	11945/708	11982/442	11994/110	12036/892	12064/901
9474/640	11907/694	11945/723	11982/684	11994/276	12036/958	

PLAN OF SUBDIVISION

EDITION 1

PS902131G

LOCATION OF LAND

PARISH: CRANBOURNE
TOWNSHIP: —
SECTION: —
CROWN ALLOTMENT: —
CROWN PORTION: 50 (PART)
TITLE REFERENCE: VOL. FOL.

LAST PLAN REFERENCE: PS906824B (LOT E)

POSTAL ADDRESS: HARDYS ROAD
 (at time of subdivision) CLYDE NORTH 3978

MGA CO-ORDINATES: E: 354 690 ZONE: 55
 (of approx centre of land in plan) N: 5 781 110 GDA 94

COUNCIL NAME: CITY OF CASEY

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF CASEY
RESERVE No.1	CITY OF CASEY
RESERVE No.2	CITY OF CASEY

NOTATIONS

LOTS 1 TO 800 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
 LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS.
 FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5.

OTHER PURPOSES OF PLAN:
 TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED AS E-1 ON LP78726 AND CONTAINED WITHIN LAND ON THIS PLAN.

NOTATIONS

DEPTH LIMITATION: 15.24m

This is a SPEAR plan.

STAGING:
 This is not a staged subdivision.
 Planning Permit No. PlnA00515/14

SURVEY:
 This plan is based on survey.
 This survey has been connected to permanent marks No(s). PM103 and DVA69/91
 In Proclaimed Survey Area No. 71

GROUNDS FOR REMOVAL OF EASEMENT:
 AGREEMENT FROM ALL INTERESTED PARTIES
 (SECTION 6(1)K SUBDIVISION ACT 1988)

Estate: Clyde Springs
 Phase No.: 8
 No. of Lots: 41 + Lot N
 PHASE AREA: 2.726ha

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	LP78726	LAND IN LP78726
E-4	SEWERAGE	2.50	PS846064E	SOUTH EAST WATER CORPORATION
E-5	SEWERAGE	3	PS826162S	SOUTH EAST WATER CORPORATION
E-2, E-6	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-3, E-6	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION



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SURVEYORS FILE REF: M5418/8
 5418-08-PS-V5.dwg

LICENSED SURVEYOR: SEAN O'CONNOR
 VERSION 5, DATE: 10/02/2022

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 5

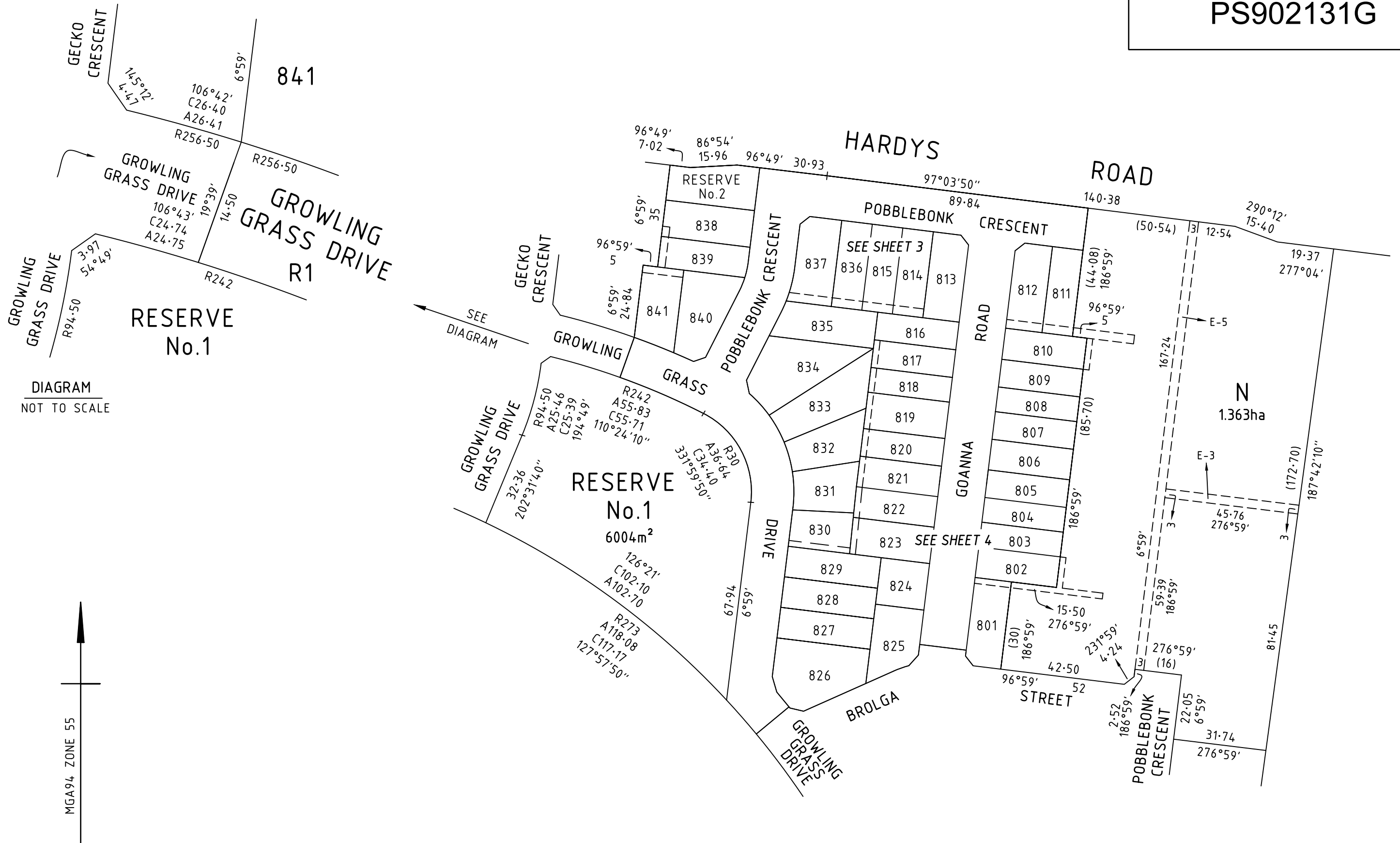
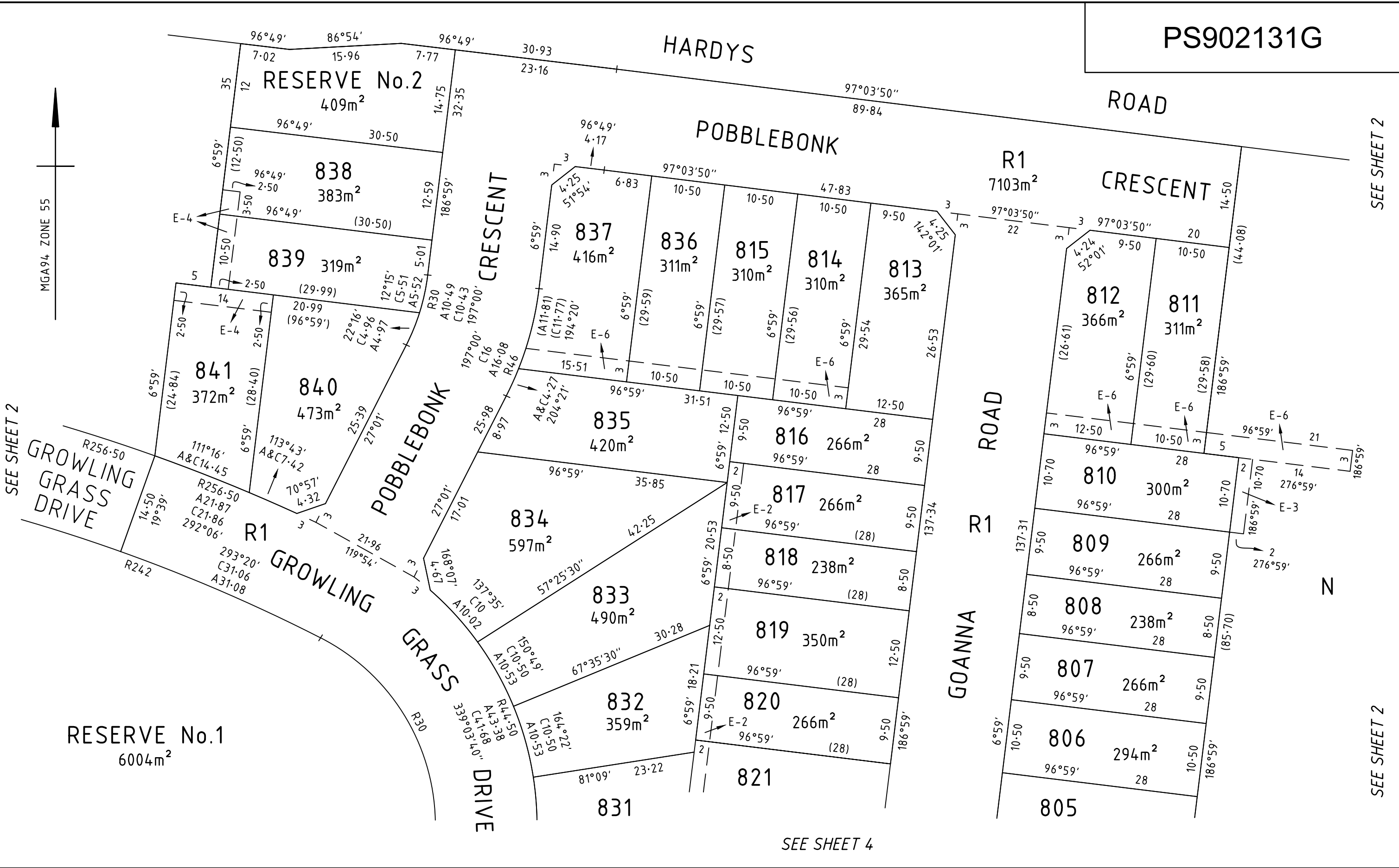


DIAGRAM
NOT TO SCALE





SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

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SURVEYORS REFERENCE	M5418/8
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SCALE 1 : 500	<p>LENGTHS ARE IN METRES</p>
LICENSED SURVEYOR: SEAN O'CONNOR VERSION 5, DATE: 10/02/2022	

ORIGINAL SHEET SIZE: A3	SHEET 3
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PS902131G

SEE SHEET 3

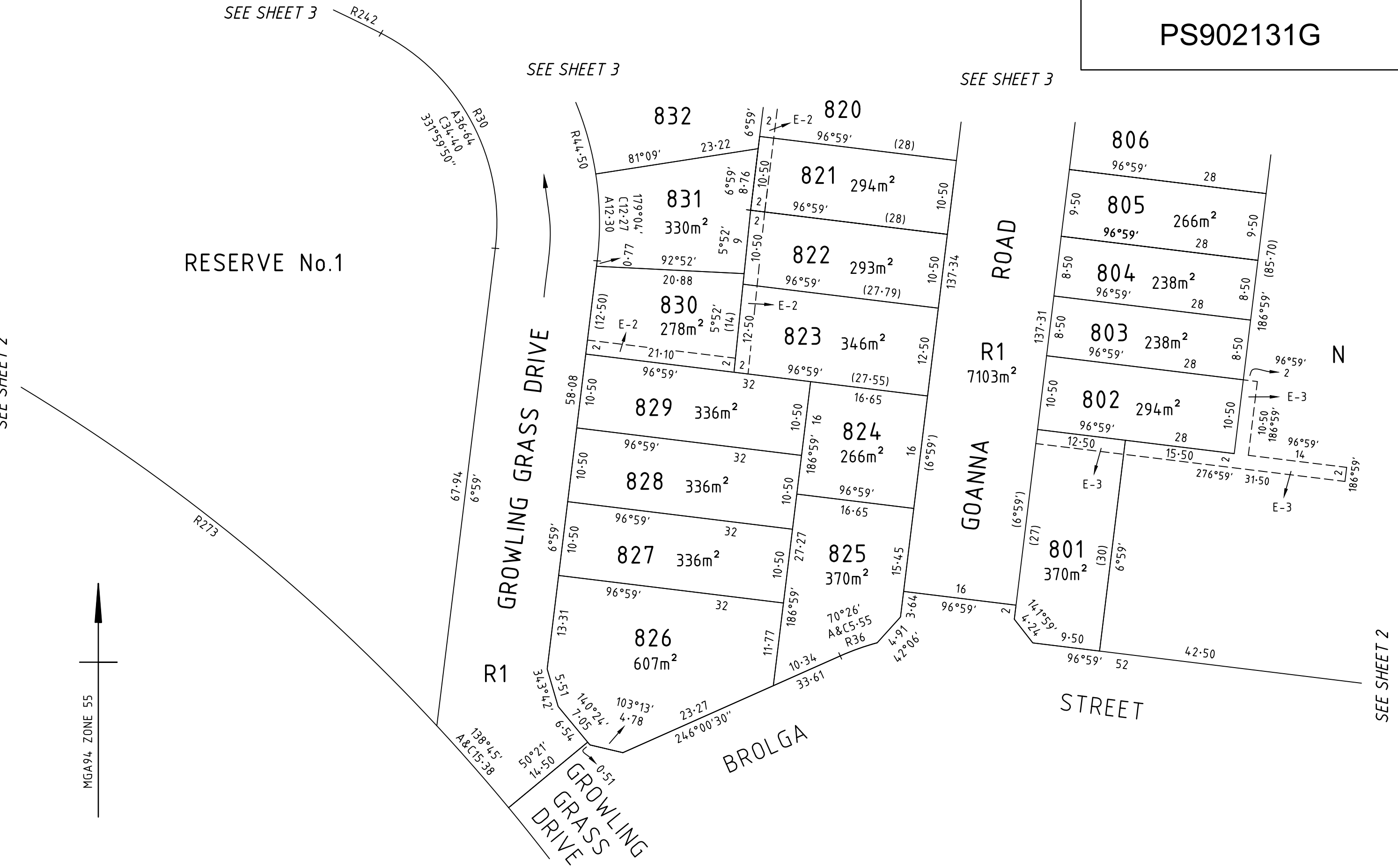
SEE SHEET 3

SEE SHEET 3

RESERVE No.1

SEE SHEET 2

SEE SHEET 2



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SURVEYORS REFERENCE
M5418/8

SCALE
 1 : 500

LENGTHS ARE IN METRES

LICENSED SURVEYOR: SEAN O'CONNOR
 VERSION 5, DATE: 10/02/2022

ORIGINAL SHEET SIZE: A3

SHEET 4

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'

PS902131G

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 801, 810 TO 815, 819, 823, 825 TO 829, 831 TO 841

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

- (1) CONSTRUCT ANY BUILDING OR STRUCTURE THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF PART 5 OF THE BUILDING REGULATIONS 2018 EXCEPT FOR VARIATIONS ALLOWED IN THE RESTRICTIONS TO FOLLOW;
- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT SHOWN ON THE ENDORSED BUILDING ENVELOPE PLAN EXCEPT FOR:
 - (i) PERMITTED ENCROACHMENTS TO THE STREET SETBACK BY STRUCTURAL ELEMENTS ALLOWED FOR UNDER REGULATION 74 OF THE BUILDING REGULATIONS 2018;
 - (ii) BALCONIES, EAVES, FASCIA, GUTTER, BLADE WALLS, COLUMNS AND SIMILAR ARCHITECTURAL ELEMENTS PROVIDED THAT THEY DO NOT ENCROACH INTO THE PERMITTED FRONT SETBACK MORE THAN 1.5 METRES AND A HEIGHT OF NO MORE THAN 6.9 METRES;
 - (iii) PERMITTED ENCROACHMENTS TO THE SIDE AND REAR SETBACKS ALLOWED UNDER THE BUILDING REGULATIONS 2018;
 - (iv) WHERE ENCROACHMENTS ARE PERMITTED WITH THE FURTHER WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.
- (3) CONSTRUCT ANY WALLS ON BOUNDARIES THAT DO NOT COMPLY WITH THE HEIGHT AND LENGTH REQUIREMENTS OF THE BUILDING REGULATIONS 2018 EXCEPT FOR WHERE A NEW WALL CONSTRUCTED ON OR WITHIN 200mm OF A SIDE OR REAR BOUNDARY ABUTS A WALL TO BE SIMULTANEOUSLY CONSTRUCTED ON AN ABUTTING LOT THEN THE LENGTH AND HEIGHT OF THE WALL CAN MATCH THE SIMULTANEOUSLY CONSTRUCTED WALL;
- (4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT IS TO BECOME AVAILABLE;
- (5) ALLOW GARAGE OPENING TO OCCUPY MORE THAN 40% OF THE WIDTH OF THE PRIMARY FRONTAGE, UNLESS THE BUILDING IS TWO OR MORE STOREYS AND ON A LOT BETWEEN 250-300 SQUARE METERS WHEREBY THE GARAGE OPENING MUST NOT EXCEED 30% OF THE AREA OF THE FRONT FACADE OF THE DWELLING WITH THE AREA OF THE FRONT FACADE MEASURED FROM A TWO DIMENSIONAL ELEVATION PLAN OF THE FACADE EXCLUDING THE AREA OF THE ROOF OF THE DWELLING;
- (6) ALLOW GARAGE OR CARPORTS TO BE SET BACK LESS THAN 5.50 METRES FROM THE PRIMARY FRONTAGE, UNLESS A BUILDING ENVELOPE SHOWN BELOW ALLOWS A PRIMARY FRONTAGE SETBACK OF 3 METRES WHEREBY THE GARAGE OR CARPORTS SHALL NOT BE SET BACK LESS THAN 5 METRES FROM THE PRIMARY FRONTAGE; OR, IN SPECIAL CIRCUMSTANCES WHERE LOTS ARE IDENTIFIED ON THE BUILDING ENVELOPE PLAN AS HAVING AN ALTERNATIVE GARAGE SETBACK WHEREBY GARAGES ON THOSE LOTS MUST NOT BE SETBACK BETWEEN 3 AND 5 METRES FROM THE PRIMARY FRONTAGE.

DESCRIPTION OF RESTRICTION:

FOR THE PURPOSE OF THIS DESCRIPTION PRIMARY FRONTAGE MEANS:

- (i) IN THE CASE OF A LOT WHERE ONLY ONE BOUNDARY OF THAT LOT ABUTS A ROAD, THE BOUNDARY THAT ABUTS THE ROAD.
- (ii) IN THE CASE OF A CORNER LOT WHERE TWO BOUNDARIES OF A LOT ABUT A ROAD, THE BOUNDARY WITH THE GREATER OFFSET ON THE ENDORSED BUILDING ENVELOPES PLAN .

A COPY OF THE ENDORSED ENDORSED BUILDING ENVELOPES PLAN BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PlnA00515/14 IS AVAILABLE at:

<https://portal.beveridgewilliams.com.au/>

EXPIRY:

ANY RESTRICTION RELATING TO BUILDING ENVELOPES WILL CEASE TO APPLY TO ANY LOT AFFECTED AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY (OR THE LIKE) UNDER THE BUILDING REGULATIONS 2018 OR SIMILAR LEGISLATION FOR THE WHOLE OF A DWELLING ON A LOT TO WHICH THE BUILDING ENVELOPE APPLIES.

CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 801 TO 841 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION: EXCEPT WITH THE WRITTEN CONSENT OF THE DESIGN ASSESSMENT PANEL, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY THE CITY OF CASEY UNDER TOWN PLANNING PERMIT No: PlnA00515/14 AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at: <https://portal.beveridgewilliams.com.au/>

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:

(A) COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS HAVE BEEN SUBMITTED VIA THE DESIGN PORTAL AT THE ABOVE ADDRESS OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;

(B) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'C'

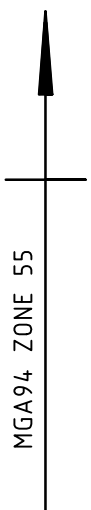
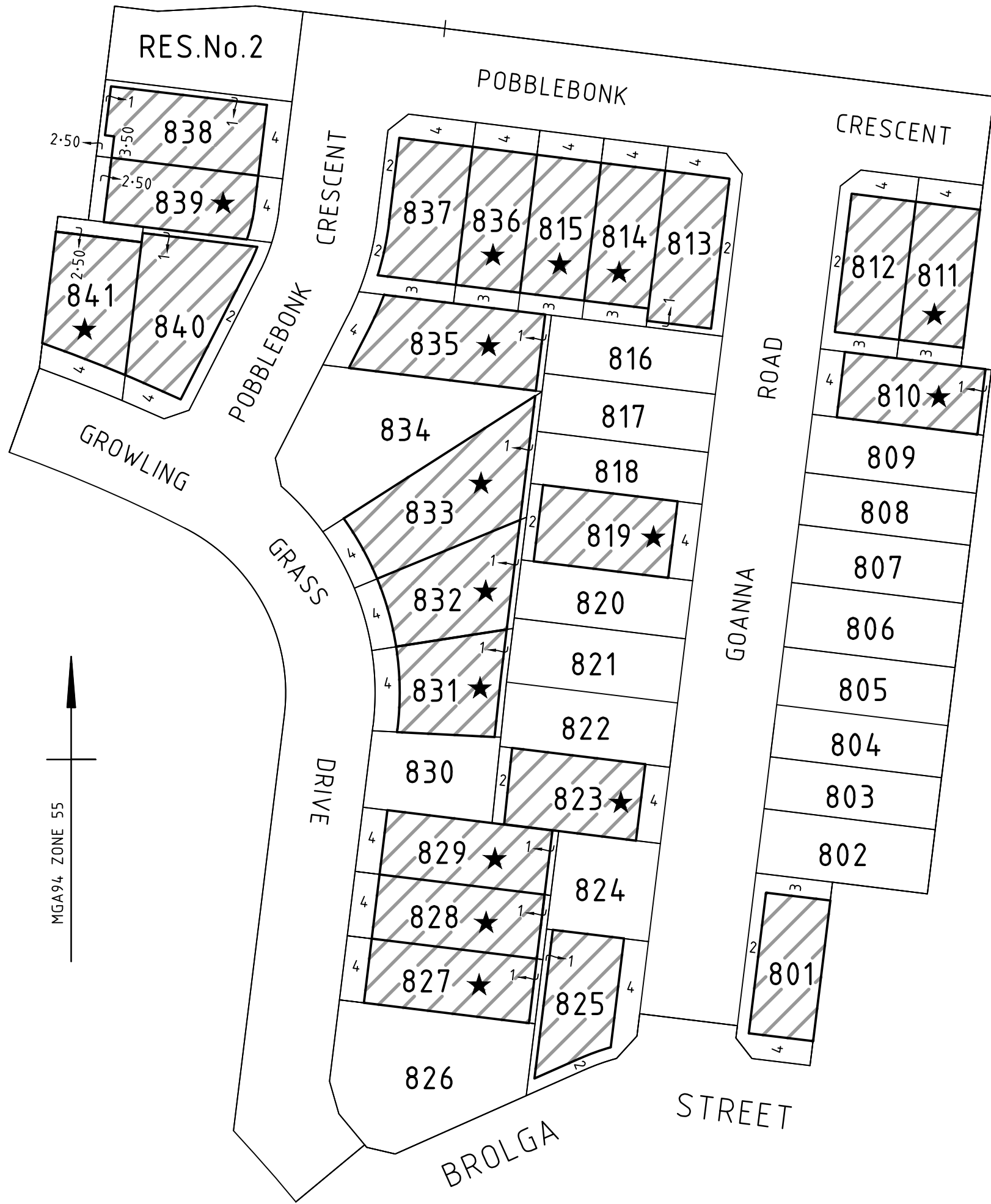
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED: LOTS 802 TO 809, 816 TO 818, 820 TO 822, 824 AND 830

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING THAT DOES NOT COMPLY WITH THE SMALL LOT HOUSING CODE AS INCORPORATED INTO THE CASEY PLANNING SCHEME, UNLESS THE CONSTRUCTION OR EXTENSION OF ANY DWELLING HAS BEEN APPROVED BY THE RESPONSIBLE AUTHORITY UNDER THE RELEVANT PLANNING REGULATIONS.

FOR THE PURPOSES OF ASSESSMENT AGAINST THE SMALL LOT HOUSING CODE, ALL BURDENED LOTS ARE TO BE ASSESSED AS TYPE A LOTS.

EXPIRY: THE ABOVE RESTRICTION EXPIRES 10 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



SIDE SETBACKS

FOR LOTS IDENTIFIED THUS ★

- A BUILD TO BOUNDARY ALLOWANCE ONLY APPLIES TO THE SIDE OF THE LOT WHERE THE CROSSOVER EXISTS. A SETBACK OF AT LEAST 1 METRE MUST BE PROVIDED FOR THE OPPOSITE SIDE BOUNDARY.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF
5418-08-BE-V2.dwg

SCALE
1 : 750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 1

CLYDE SPRINGS - STAGE 8
PS902131G - BUILDING ENVELOPES

Clyde Springs Design Guidelines



CONTENTS

1.0 Purpose

- 1.1 Submission Requirements and Development Approval Process
- 1.2 Application for Development Approval
- 1.3 Definition of Terms

2.0 Siting And Orientation

- 2.1 Building Envelopes
- 2.2 Front Setbacks
- 2.3 Side Setbacks & Building to Boundaries
- 2.4 Sustainability

3.0 Home Design

- 3.1 Minimum Dwelling Size
- 3.2 Architectural Character
- 3.3 Facade Design Variation
- 3.4 Garages
- 3.5 Appropriate Materials
- 3.6 External Glazing / Windows
- 3.7 Corner Lots
- 3.8 Driveways
- 3.9 Letterboxes

4.0 Fencing

5.0 Ancillary Items

- 5.1 Outbuildings
- 5.2 Air-Conditioning/Heating Units
- 5.3 Optic Fibre
- 5.4 Signage
- 5.5 Plumbing
- 5.6 Solar Water Heating
- 5.7 Parking Of Heavy Vehicles and Caravans Etc.
- 5.8 Timing Of Works
- 5.9 External Window Treatment
- 5.10 Window Furnishings
- 5.11 Timing of Works

6.0 Landscaping

- 6.1 Landscaping
- 6.2 Maintenance Of Lots

Appendix A – Siting on a Standard Allotment

Appendix B – Siting on a Corner Allotment

DESIGN APPROVAL APPLICATION FORM - CLYDE SPRINGS

CLYDE SPRINGS DESIGN GUIDELINES CHECKLIST (REVISION 1)

1.0 PURPOSE

These Design Guidelines have been prepared by Beveridge Williams as the Town Planning Consultant of the Clyde Springs Estate in order to shape the form and enhance the character of the estate. They are intended to support your journey through the home selection, design, approval, and construction process. Our aim is to achieve a consistent high quality design for both homes and landscaping areas across all stages of the development. This will contribute positively to the quality of your local environment and assist in preserving the value of your investment.

The Beveridge Williams Design Assessment Panel encourages homes that display good urban design outcomes and complement their place setting. From time to time a home design may comply with the intent of the controls in the Design Guidelines but may vary in the way they respond to the requirements. These homes will be considered on merit by the Beveridge Williams Design Assessment Panel who reserves the right to approve these designs with its absolute discretion. Please note however that the Beveridge Williams Design Assessment Panel can only vary requirements solely created within these guidelines. It does not have authority to vary controls specified in the restrictions on the Plan of Subdivision, Building Regulations, Small Lot Housing Code (SLHC) and related legislation.

Approval by the Beveridge Williams Design Assessment Panel does not constitute Building Approval, or any other necessary approvals. A separate building permit is required from a licensed Building Surveyor prior to constructing your dwelling. It is the Purchasers'/Owners' responsibility to ensure all necessary approvals are in place prior to constructing on the lot.

These Design Guidelines may be amended from time to time to reflect changes in design and building trends and/or amendments to legislation affecting building approvals. The Design Guidelines apply to each lot and they apply for all future residents and their builders. Lots less than 300m² not affected by a Building Envelope are also subject to the SLHC as incorporated into the Casey Planning Scheme and may vary slightly to the guidelines as noted throughout the document. As a landowner at Clyde Springs you are responsible for your home's compliance with the Design Guidelines. If you require any clarification regarding the content of this document please seek guidance from your builder in the first instance.

The Design Guidelines do not apply where more than one dwelling is to be constructed on a lot.

1.1 SUBMISSION REQUIREMENTS AND DEVELOPMENT APPROVAL PROCESS

The siting and design of your home is required to be approved by the Beveridge Williams Design Assessment Panel (DAP). The DAP is a body operated by Beveridge Williams to assess dwelling designs against these Design Guidelines, in order to ensure compliance and maintain the quality of the estate. Prior to obtaining building permits, all plans and other relevant drawings and specifications are to be submitted to the DAP for approval.

In order to obtain Design Approval (DA), you must lodge your Application via the Design Portal at <http://www.beveridgewilliams.com.au/design-application/>. In order to do this you must create a login and select the appropriate Estate for your submission. All submission documents **must be in PDF file format** (less than 10MB) and be in accordance with the detailed checklist included in this document.

To facilitate a timely assessment of the application, it is recommended that the Clyde Springs Design Guidelines Checklist accompanying this document be provided as part of your application.

1.0 PURPOSE

1.2 APPLICATION FOR DEVELOPMENT APPROVAL

Your submission must include:

- A siting plan of your home on your lot with dimensions and setbacks from all boundaries, proposed fencing and driveway location;
- Floor plans that show the layout of the home indicating all rooms, windows, external doors, external fixtures and nominated floor levels;
- Full elevations indicating wall heights and all external finishes including garage door type;
- Relevant cross sections showing roof pitches, eaves depth and height of walls along the boundaries; and
- Fence design as per the estate/stage standard requirements.

Once you have created a login for your application and uploaded your plans (as described in Section 1.1) you will receive confirmation of your plan lodgement. The DAP will then assess designs against the Guidelines and either request further information or amendments to the plans where required, or will issue approval to compliant plans. **All correspondence will be made via the Design Portal.**

The DAP will use its best endeavors to assess proposals within 10 business days of receiving your fully completed application. Once your plans have been approved by the DAP you must then obtain Building Approval from your Building Surveyor and any other Statutory Approvals required.

Please Note: The final decision on all aspects of the Design Guidelines is at the discretion of the DAP.

1.3 DEFINITION OF TERMS

For the purpose of this document, the following interpretations are made:

Front Façade means the wall of the dwelling (excluding verandah/porch posts and the like) orientated towards the Primary Frontage.

Primary Frontage means:

- (i) in the case of a lot where only one (1) boundary of that lot abuts a road, the boundary that abuts the road.
- (ii) in the case of a corner lot where two (2) boundaries of a lot abut a road, the boundary with greater offset on the Building Envelope plan.

Responsible Authority means the City of Casey

Secondary Street Frontage means the boundary of a lot (other than the Primary Frontage) which abuts a road.

2.0 SITING & ORIENTATION

Each dwelling should be designed to take advantage of the site orientation. Solar angles, views, relationship to the street, open space, landscaping and adjoining dwelling types and locations are important considerations in creating a responsive design solution.

A diagram is provided at Appendix A of this document which shows the siting of a typical dwelling on a Standard Allotment. Appendix B shows a diagram of a Corner Allotment. The following written details will fully explain the requirements in relation to the siting of your proposed dwelling and the diagrams at Appendix A & B should be used as a reference guide only.

2.1 BUILDING ENVELOPES

Building Envelopes are defined on the Building Envelopes Plan found within the instrument of registration for the relevant plan of subdivision. The Building Envelope sets out the area on which your proposed dwelling is allowed to be sited on your lot.

These Building Envelopes define the Primary Frontage and any setback required to it, the Secondary Street Frontage where the lot is on a corner, and any setbacks required to the side or rear boundary. In most instances where a lot is burdened by an easement, the Building Envelope will mandate a setback of at least the easement width from the applicable boundary; however it is the responsibility of the Purchaser/Owner to ensure that the location of easements are established before designing their home. Easement details can be found on the registered plan of subdivision*.

Dwellings, including garages, must be wholly contained within the Building Envelope, unless an encroachment is provided for under a restriction on the registered plan of subdivision or consent has been received from the Responsible Authority. Unless subject to approved variations; buildings must also comply with applicable planning controls and building regulations.

In special circumstances, such as gateway sites, lots where entry statements are required or where a sense of enclosure is required to enhance the community feel, lots on the Building Envelope plan registered on the plan of subdivision will be marked with a 'DS'. Dwellings on those lots must be double storey in scale.

Only one dwelling may be built on any one lot and lots may not be further subdivided, unless the lot is identified on the registered plan of subdivision as a potential multi-dwelling lot and a planning permit is obtained from the Responsible Authority. The exception to this being the relevant statutory requirements in relation to a dependent persons unit; however that unit must be constructed within the applied Building Envelope.

For lots less than 300 square metres not burdened by a Building Envelope, the dwelling is to be sited to accord with the SLHC or planning permit, as applicable. If the SLHC applies to your lot, a restriction will be applied on the registered plan of subdivision.

Where lots greater than 300 square metres are not subject to a Building Envelope, the dwelling is to be sited to accord with Part 4 of the Building Regulations 2006.

* Note: The relevant authorities consent is required to build over any easement. Consent must not be assumed. It is suggested that should this be proposed, the relevant authorities consent be obtained prior to proceeding with any building design, as often consent is not granted.

2.0 SITING & ORIENTATION

2.2 FRONT SETBACKS

The dwelling's front setback is to accord with the Building Envelope Plan for the specific lot or the applicable requirements of the SLHC for lots less than 300 square metres that are not burdened by a Building Envelope. Encroachments into the front setback can include:

- Those allowed under Regulation 409 of the Building Regulations 2006, including but not limited to porches, verandahs and pergolas less than 3.6 metres in height; eaves, fascia and gutters; and decking no more than 800mm in height. These must not encroach more than 2.5 metres into the front setback.
- Balconies, eaves, fascia, gutter, blade walls, columns and similar architectural elements to a height of 6.9 metres where the maximum encroachment is 1.5 metres.
- For lots less than 300m² where a Building Envelope does not apply please refer to the applicable requirements of the SLHC.

2.3 SIDE SETBACKS & BUILDING TO BOUNDARIES

Side setbacks, at a minimum, must be as set out in the Building Envelope Plan for the specific lot or SLHC as applicable. For double storey developments, boundary setbacks must also accord with current authority requirements including Building Regulations or SLHC standards as applicable, unless an alternate setback profile has been applied to the boundary under the registered Building Envelope Plan.

Encroachments into the side setbacks must comply with the applicable legislation.

Where a Building Envelope is identified along a boundary, the length and height of the wall on the boundary must meet the requirements of the applicable Building Regulations, unless the wall is to be constructed to match the height and length of a simultaneously constructed wall on an abutting lot.

On corner lots, building setbacks from the Secondary Street Frontage must comply with the Building Envelope Plan and any other Responsible Authority requirements.

2.4 SUSTAINABILITY

All home designs are to achieve the minimum energy rating requirements for energy efficient design. Please refer to the relevant Government approved rating scheme. For more information about sustainable homes, visit the Greensmart section of the HIA website at www.hia.com.au.

All homes constructed must be connected to the South East Water reticulated recycled water system, as specified by the relevant authorities for toilet flushing and garden irrigation. All submitted plans must contain a note stating the provision of this system.

3.0 HOME DESIGN

Dwellings must be constructed to provide architectural interest to the streetscape and a complementary setting for other dwellings within the Estate. To achieve the desired outcome for the Estate the following design requirements should be achieved, unless it can be demonstrated that an alternate solution enhances the character of the area.

3.1 MINIMUM DWELLING SIZE

Minimum Dwelling Size Reference Table

Lot Size m ²	Minimum Floor Area**
Greater than 450m ²	140m ²
300m ² - 450m ²	110m ²
Below 300m ²	100m ²

**The Floor Area does not include the garage, portico, verandah or alfresco area for the purpose of this calculation.

Site coverage must meet the Building Regulations or SLHC as applicable.

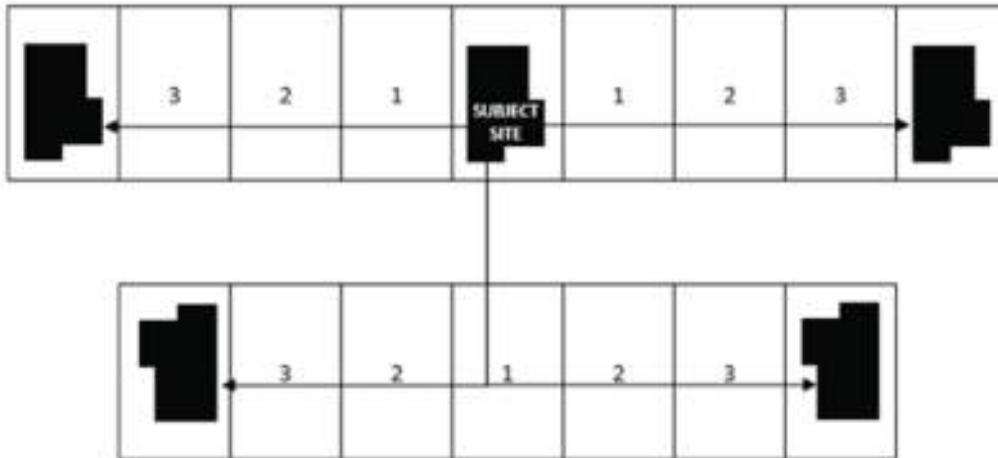
3.2 ARCHITECTURAL CHARACTER

- Ceiling heights must not be less than 2.4 metres above floor level (for the ground floor).
- The main pedestrian entry (front door) must be visible from the Primary Frontage.
- Dwellings must have a verandah, portico, porch or other similar entrance feature surrounding the front entrance and these must be sympathetic to the overall dwelling design.
- Dwellings must have staggered front setbacks.
- Kit homes and dwellings constructed of second hand materials are not permitted.
- Where hipped roof forms are displayed roof pitches must be a minimum of 22 degrees from the horizontal. Alternate roof forms are encouraged where it can be demonstrated that they display a high degree of architectural merit.
- Homes must have metal sheet roofing or roof tiles which complement the home design and style. Metal sheet roofing is to be non-reflective.
- All roofs must be designed having minimum eaves of 450mm to the Primary Frontage, (excluding the garage). Eaves to the frontage of a dwelling must return and continue a minimum distance of 2 metres along the connecting return wall and/or walls from the said frontage. Walls constructed on side boundaries and parapet walls will be exempt from eave requirements unless otherwise directed by the DAP. (Where applicable, see section on Corner Lots for additional requirements.)

3.0 HOME DESIGN

3.3 FACADE DESIGN VARIATION

Two (2) dwellings of the same front facade design shall not be built within three (3) dwelling lots of the subject property this would include lots either side and opposite your lot. Please contact the DAP for potential proposals on adjacent lots, if required.



3.4 GARAGES

All homes must have a lock-up garage. The colour and style of the garage structure and door must be complementary to the overall home design and external colour scheme. Infills over the garage are required to be the same material as the surrounding façade area, and finished flush with the façade.

- For lots where the SLHC does not apply: garage openings are to occupy no more than 40% of the width of the lot frontage, unless the dwelling is two (2) or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling.
- Garages must be setback a minimum of 5.5 metres from the front boundary, except: where a Building Envelope allows a front setback of 3 metres whereby the garage can be setback 5 metres from the front boundary; or, in special circumstances where lots are identified on the Building Envelope plan as having an alternative garage setback whereby garages to those lots must not be setback between 3 and 5 metres from the front boundary. Garages must also sit within the approved Building Envelope.
- The garage must be constructed at the same time as the dwelling.
- Unenclosed carports are not permitted.
- Individual garage doors shall not be more than 5.5 metres in width.
- Garages are to be setback behind the front façade of the dwelling unless it can be demonstrated that an alternate design solution ensures they are sited to not dominate the streetscape.
- Where an oversized garage that faces the primary frontage is provided, a window addressing the front street must be provided. The window/s must complement the design and head height of other windows in the front façade and is to be located alongside the entry/other dwelling windows.
- Garage doors visible from a street must be panel lift or sectional overhead, or a tilt door. Roller doors are not permitted.
- For all lots less than 300m² where a Building Envelope does not apply please refer to the Small Lot Housing Code standards.

3.5 APPROPRIATE MATERIALS

An important element in maintaining a high quality residential neighbourhood character is the control of external building materials, colours and other related finishes. These items need to be durable which will reduce the need for future maintenance or repairs and will therefore maintain the developments' appeal for many years to come.

Muted colours and finishes must be used to blend with the natural setting and a minimum of two (2) different material finishes (excluding windows and garage doors) should be used on the front facade. **The secondary material should cover a minimum of 20% of the facade.** Full face brick facades are not permitted. All external surfaces are to be in a finished state (painted or coated where required) prior to occupation. Bolder accent colours can be used sparingly to emphasise, contrast or create a rhythm in the built form.

Infill materials above the windows and garage door must match the surrounding façade material and must be finished flush with the façade.

Suggested materials include:

- Brickwork or bagged and painted or rendered brickwork.
- Masonry blocks, sandstone and stack stone
- Lightweight cladding panels (e.g. weatherboards)
- Horizontal or vertical timber cladding
- Colourbond (painted finish), Alucobond or similar

3.6 EXTERNAL GLAZING / WINDOWS

Window frame and glazing selection should be complementary to the overall colour palette. Contrasting colours will not be approved. Windows on the front facade must have:

- sill heights no greater than 700mm above finished floor level to a habitable room,
- Matching head and sill heights.

To double storey dwellings, matching window heights and widths should be provided on each storey.

Leadlight and stained glass features are not permitted. Window tinting is discouraged, though where accepted must be non-reflective tint.

3.7 CORNER LOTS

Corner lots have a significant impact upon streetscape character and in addition to the above, special consideration must be given to ensure that a desirable outcome is achieved. Corner lots must address their prominent position in the streetscape and contribute to a visually appealing and safe living environment. A corner lot dwelling must appropriately address both street frontages with articulation of the built form as well including varying materials, and window and door openings.

All corner lots must provide an appropriate corner feature that will 'turn the corner' for both single and double storey dwellings between at least the front façade and wing fence. It must be ensured that any change in treatment along the side wall of a dwelling facing a Secondary Street Frontage is provided with an appropriate transition to achieve good architectural outcomes.

3.0 HOME DESIGN

At a minimum a corner dwelling must on its Secondary Street Frontage exposed to the street (i.e. forward of the wing fencing) should:

- Return any eaves into the treatment of the secondary façade. Where eaves are adopted they must be a minimum of 450mm,
- Contain habitable room windows with sill and head heights to match windows on the front facade.

Materials on the front façade must be incorporated along the façade of the secondary frontage between the front façade and wing wall.

In addition one of the following building elements is to be incorporated into the design as a corner feature:

- Additional Window/s,
- A return verandah,
- A balcony,
- A pergola,
- An architectural element such as a blade/column compatible with the design of the dwelling,
- An articulated step back or setback to the side wall.

Corner lots with proposed crossovers intended to be located on the Secondary Street Frontage may be considered by the DAP on an individual basis.

3.8 DRIVEWAYS

Only one (1) driveway is permitted per lot, located to comply with the crossover as shown on the Council approved engineering plan. The driveway must be offset from the side boundary by at least 300mm to allow for a planting strip along the side. In order to minimize hardstand area **driveways must not exceed the width of the garage door**. This includes the provision of associated hardstand areas, such as paths. Driveways must be completed before the home is occupied. The colour selection must complement the building design and external colour scheme. The material must be of neutral tone. Approved driveway materials are pavers, exposed aggregate and coloured concrete. Plain concrete driveways are not permitted.

3.9 LETTERBOXES

Letterboxes should be designed to complement and match the dwelling, using similar materials, colours and finishes. Single post supporting letterboxes will not be permitted. Letterboxes should be constructed on masonry or stone, rather than metallic materials. The street number must be clearly identifiable, suitably sized and located, and must not interfere with the overall streetscape.

4.0 FENCING

The owner is solely responsible for the maintenance and/or replacement of all fencing abutting their lot.

Side and rear fencing must comprise of timber palings and must have timber capping with timber posts exposed to both sides of the fence. Fences between adjoining lots must be 1.8 metres in height above the natural ground level of the lot and must finish a minimum of 1 metre behind the front façade. A wing fence of 1.8 metres in height can return between the side boundary and dwelling at that point. Proposed fencing layout must be shown on site plans.

On a corner allotment:

- The side boundary fence comprising a 1.8 metre high paling fence, must not exceed 70% of the boundary length* of the Secondary Street Frontage. Paling fences abutting a Secondary Street Frontage or public reserve may be stained with a decking oil or similar to keep a natural timber look. Coloured paint is not permitted on any part of the paling fence visible to the public. Forward of the paling fence a 1 metre high semi-transparent fence may continue to the front building line. A 1.8 metre high wing fence can return between the Secondary Street Frontage and dwelling though must not sit forward of the 1.8 metre high side boundary fence.

* Boundary length is defined as the whole depth of the block including the length cut off by the splay.

Fencing to the front of homes is permitted only in circumstances where it:

- Has a maximum height of 1 metre;
- Is designed to complement the dwelling; and,
- Is transparent in design to allow views from the street into the front yard (i.e. not solid for its entirety).

Woven wire, chain mesh, barbed, cyclone or similar fencing is not permitted.

Subject to the approval of the DAP, retaining walls or courtyard defining walls may be acceptable in the zone between the front boundary and the front of the dwelling, but must be complementary in material finish and design to the main dwelling. Details must be included on any plans submitted for approval.

For lots less than 300m² not covered by Building Envelopes requirements of the Small Lot Housing Code must also be adhered to.

5.0 ANCILLARY ITEMS

Ancillary items including (but not limited to) clothes lines, rainwater tanks, hot water services, heating and cooling plants and bin storage areas must not be visible from the street. Solar water heaters and solar panels may be located on any elevation that provides the most suitable solar access. The location, design and colour of meter enclosures must be complementary to the overall design and minimise impact on the streetscape. Exposed plumbing and electrical services must not be visible from the street. The visual impact of downpipes and rainwater heads to the street façade must be minimised. Water tanks should be of a suitable, non-reflective, muted colour that blends into the home design.

5.1 OUTBUILDINGS

Outbuildings must be located so they are not visible from the street. Outbuildings must not be more than 20sqm and 2.5m high. The design, colour and materials must be consistent with the external home design.

5.2 AIR-CONDITIONING/HEATING UNITS

Air-conditioning/heating units and exposed componentry are to be located below the roof ridge line and towards the rear of the property to minimise visual impact. They are to be colour toned to match adjoining wall or roof colour. The units shall be of a profile type so as they have limited visibility, if any, from the street and, where appropriate, fitted with noise baffles.

5.3 OPTIC FIBRE

All homes must install or make allowance for optic fibre cabling. To access this high-speed broadband and telephone service, homes need to comply with the NBN Co In-Home Wiring Guide (or any subsequent NBN Co guidance). Failure to comply may prevent connection to the NBN network infrastructure or may require the homeowner to incur additional costs in order to connect. All submitted plans must contain a note stating the provision of this service.

5.4 SIGNAGE

Signage is not permitted on residential lots with the following exceptions;

- Builders or tradespersons identification (maximum 600mm x 600mm) required during dwelling construction. These signs must be removed within 10 days of the issue of the Certificate of Occupancy;
- One sign only advertising the sale of a complete dwelling is permitted. These signs must be removed within 10 days of the property being sold; and
- There are to be strictly no signs erected for the purposes of advertising the sale of a vacant lot other than any sign that relates to the sale of a lot by the Developer.

5.5 PLUMBING

- All homes constructed must include fittings and connections to the South East Water recycled water pipeline, as specified by the relevant authorities, to allow toilet flushing and garden irrigation to use recycled water services provided.
- All external plumbing including but not limited to hot water units, spa pumps/motors are to be concealed from public view. Downpipes and gutters are exempt from this requirement.
- Downpipes on the front façade should be avoided where possible. If required, they are to be colour matched to the wall of the dwelling.
- No exposed plumbing waste piping is permitted.
- Gutters and downpipe treatment must complement the house colour.

5.0 ANCILLARY ITEMS

5.6 SOLAR WATER HEATING

Solar hot water panels/piping for the dwelling or swimming pools are permitted provided they are located on the roof and installed at the same pitch angle as the roof and where practical they are to be located at the rear of the property to minimise visual impact from public viewing. Tanks for such systems are not permitted to be located on the roof and must be screened from public view.

5.7 PARKING OF HEAVY VEHICLES AND CARAVANS ETC.

Trucks or commercial vehicles (exceeding 1.5 tonnes), recreational vehicles and caravans shall be screened from public view when parked or stored.

5.8 EXTERNAL WINDOW TREATMENT

The use of roller shutters to windows is prohibited where visible from the public realm.

Metal bars over windows are not permitted.

Security flyscreen doors must be of a dark colour, not made of diamond mesh and be sympathetic to the home facade.

5.9 WINDOW FURNISHINGS

Internal window furnishings which can be viewed by the public must be fitted within three (3) months of occupancy. Sheets, blankets, or similar materials for which window furnishing is not their primary use, will not be permitted.

5.10 TIMING OF WORKS

Construction of all dwellings must commence within twelve (12) months of settlement and must be completed within twelve months of work commencing.

Incomplete building works must not be left for more than three (3) months without work being undertaken.

6.0 LANDSCAPING

The investment in quality landscaping adds significant value to any community. To complement this you are encouraged to invest in the quality landscaping of your own front and rear yards. This not only promotes an attractive neighbourhood but also improves the value of your dwelling. Appropriately designed gardens contribute in a positive way to the quality of the built environment.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant sensitive plants, organic or mineral mulches and drip irrigation systems.

Planting should be low in diversity to encourage consistency in design and should depend on form and texture, as well as flowers, to create an attractive year round effect.

To achieve these outcomes the following guidelines need to be addressed:

- A small to medium canopy tree is to be provided where it can be appropriately located to enhance the streetscape.
- Concrete surfacing to the front of dwellings will not be accepted unless to provide for a driveway or pedestrian path from the footpath to the front entry of the dwelling. Where possible, the use of separate pedestrian paths should be avoided to increase soft landscaping opportunities.
- The front garden must be completed within three months of the Certificate of Occupancy being issued.

Recommendations: Limit the amount of hard surfaces and use 'soft' coverings such as garden beds, shrubs, ground cover and trees. A minimum of 50% of the front garden should be covered in softscape. Design paved areas to drain into lawns and garden beds for passive irrigation. Use landscaping effectively in your front garden to help define your boundary. The use of native species requiring less water is encouraged. Organic mulch can lower maintenance. Select planting and ground covers that are drought resistant and require minimal maintenance.

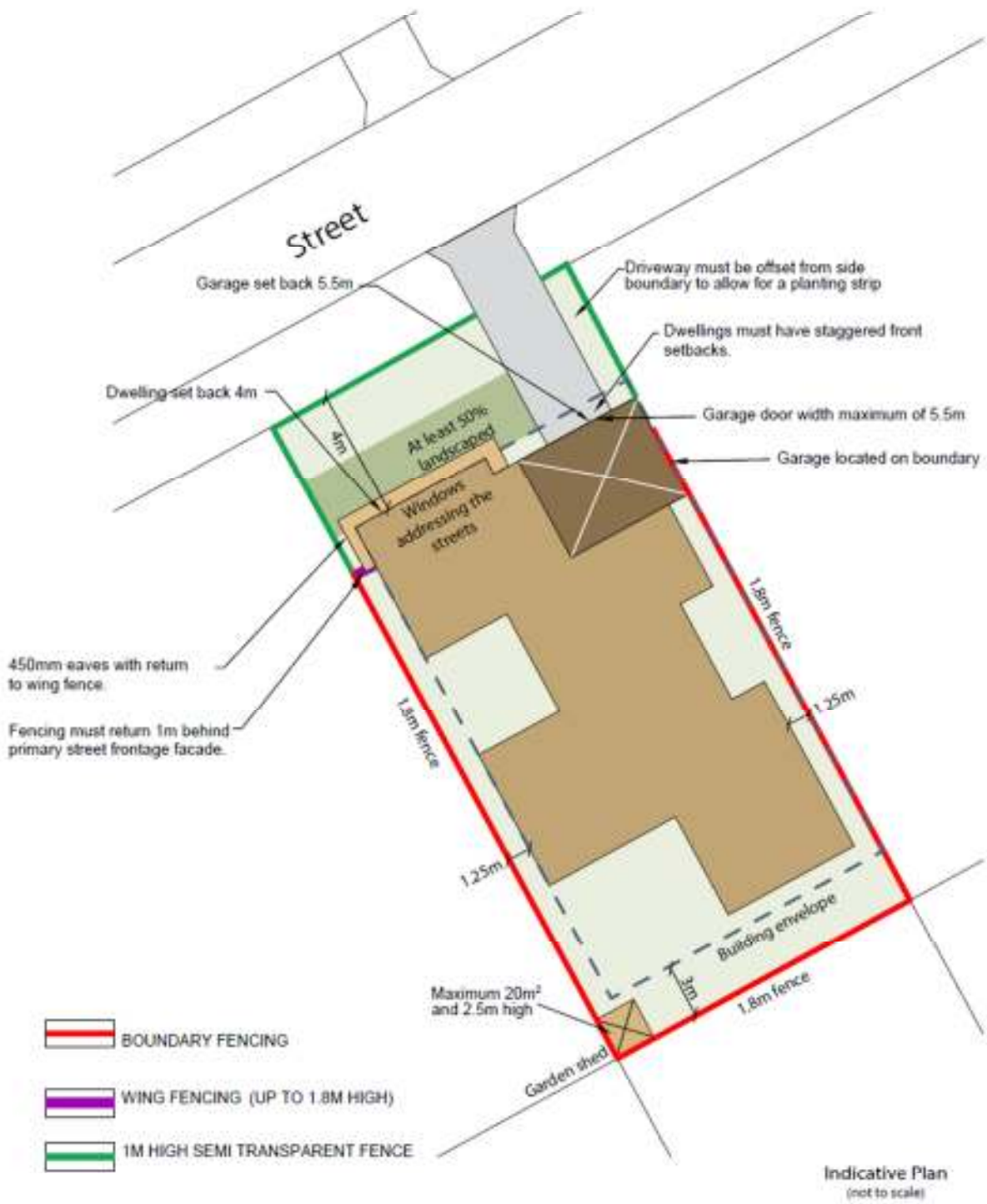
6.1 MAINTENANCE OF LOTS

The Purchaser/Owner shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.

The Purchaser/Owner shall not place any rubbish including site excavations and building materials outside the lot, including on adjoining land, in any waterway or reserve. Rubbish can only be placed outside the bounds of the lot, on the abutting nature strip on collection day.

The Vendor or its Agent may enter upon and have access over a lot at any time without creating any liability for trespass or otherwise to remove for rubbish, maintain, slash or mow a lot and the Purchaser/Owner agrees to meet the Vendor's reasonable costs of doing so.

Siting on Standard Allotment



Alternative siting occurs on; Small Lot Housing Code (SLHC) lots and variations as specified on building envelope plan.

Siting on Corner Allotment



Alternative siting occurs on; Small Lot Housing Code (SLHC) lots and variations as specified on building envelope plan.

CONTACT:

If you have any queries about your Design Approval Submission Package, please speak to your builder or Sales Office in the first instance.

For remaining queries, please contact:

Beveridge Williams Design Assessment Panel

<http://www.beveridgewilliams.com.au/design-application/>

DESIGN APPROVAL APPLICATION FORM - CLYDE SPRINGS

Lot No.....

Owners Name.....

Current Postal Address.....

Home Ph.....

Bus Ph.....

Builder's Name.....

Contact Name & Number.....

Documentation required to be submitted for approval to Beveridge Williams Design Assessment Panel (A3 size in PDF file format):

- | | Attached |
|---|--------------------------|
| 1. Site Plan (min scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and Building Envelope. | <input type="checkbox"/> |
| 2. Floor Plans (min scale 1:100) showing key dimensions, window positions and roof plan. | <input type="checkbox"/> |
| 3. All Elevations (min scale 1:100) indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and all external building equipment (e.g. garden sheds, pergolas, BBQ areas) | <input type="checkbox"/> |
| 4. Fence design drawings where relevant, showing location, height and materials | <input type="checkbox"/> |
| 5. Schedule of external colours and materials including pavement sample | <input type="checkbox"/> |

The DAP will endeavour to assess proposals in the shortest possible time and generally within ten (10) working days of receipt of application, if all of the above documentation is provided.

Applications cannot be assessed until all of the above information is available.
Please submit the above documentation to the Design Assessment panel via the Design Portal:

<http://www.beveridgewilliams.com.au/design-application/>

LEGEND

- Site boundary
- Internal Title boundary
- Existing easement
- Quarry buffer zone* (Separation distance 220m)
- Lots
- Arterial widening and flaring
- Naturestrip
- Road pavement
- Substation kiosk
- Drainage and creek reserve
- Unencumbered passive open space
- Future road reserve or connection to neighboring lot
- Tree reserve
- Wetland area
- Secondary arterial road
- Connector street
- Access street level 2
- Local road
- Stage boundary
- Stage number
- 2 way off-road bike lane and pedestrian path**
- Shared path located in Clyde Creek where appropriate
- 3m Off-road shared path (Hardys Road)***
- Existing shared path connection
- North/South bus capable road

Notes:

- * The quarry buffer area is only to be used for residential purposes once conditions 16 and 53 have been satisfied
- ** The 2 way off-road bike lane on the east side of the north-south connector road is to be provided with bike priority at all T-intersections.
- *** The shared path along Hardys Road is to be constructed concurrently with its abutting stage.

General Notes

- This plan is indicative only and is intended for discussion purposes only
- All dimensions and areas are subject to survey and final computations
- Considerations for native flora, native fauna or Aboriginal cultural heritage may require further investigation
- Wetland / Drainage areas are approximate only and subject to detailed engineering design and may be subject to change during the detailed design
- Access/egress to the site is subject to Council / Vicroads approval
- Road pavement is indicative only and subject to engineering design
- Existing easements, with the exception of the creek, to be removed
- Arcs dimensions are the length of the arc (not chord)



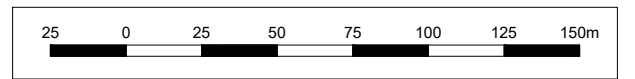
ORDER OF STAGES		
TOTAL number of lots	324	Areas (in hectares)
Stage 1	30	1.586 ha
Stage 2	31	1.417 ha
Stage 3	19	4.336 ha
Stage 4	28	1.874 ha
Stage 5	25	1.762 ha
Stage 5a	5	0.401 ha
Stage 6	34	1.742 ha
Stage 7	46	2.716 ha
Stage 10	31	2.328 ha
Stage 10b	-	0.862 ha
Stage 8	41	2.724 ha
Stage 9	33	1.363 ha
Stage 10a*	1	0.146 ha
Stage X	-	2.628 ha

* Stage includes Superlot (not included within staged lot count)

Lot Mix (Excluding Superlot)	Number	%
<300m² TYPE A	99	31.0
300-500m²	205	63.2
>500m²	19	5.9
Total	323	100

Site (Approx.)	25.887 ha
* Standard Density Lots	8.891 ha
* Medium Density Lots	2.639 ha
* Substation Kiosk	0.014 ha
* Tree Reserve	0.128 ha
* Future road reserve or connection	0.070 ha
* Superlot (subject to further approval)	0.146 ha
* Non-Arterial Roads (including future road reserve/connection to neighbouring lot)	6.432 ha
Arterial Roads	0.841 ha
Drainage Reserve	0.771 ha
Creek Reserve	3.983 ha
Unencumbered Passive Open Space	1.973 ha
Net Developable Area (NDA)	18.319 ha
Net Developable Area (excl. Superlot)	18.173 ha
**Lot Yield (Standard Density)	223 lots 399m² average lot size
**Lot Yield (Medium Density)	100 lots 264m² average lot size
**Lot Yield (Overall Site)	323 lots @ 17.8 lots per ha 357m² average lot size

* Indicates inclusion in NDA
** All yield calculations utilise NDA excluding superlot



Indicative Subdivision & Staging Plan - Council

110 Hardys Road, Clyde North

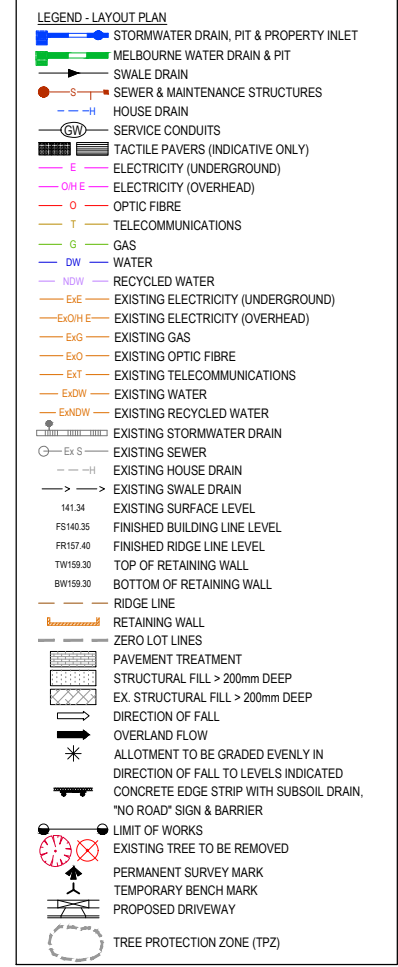
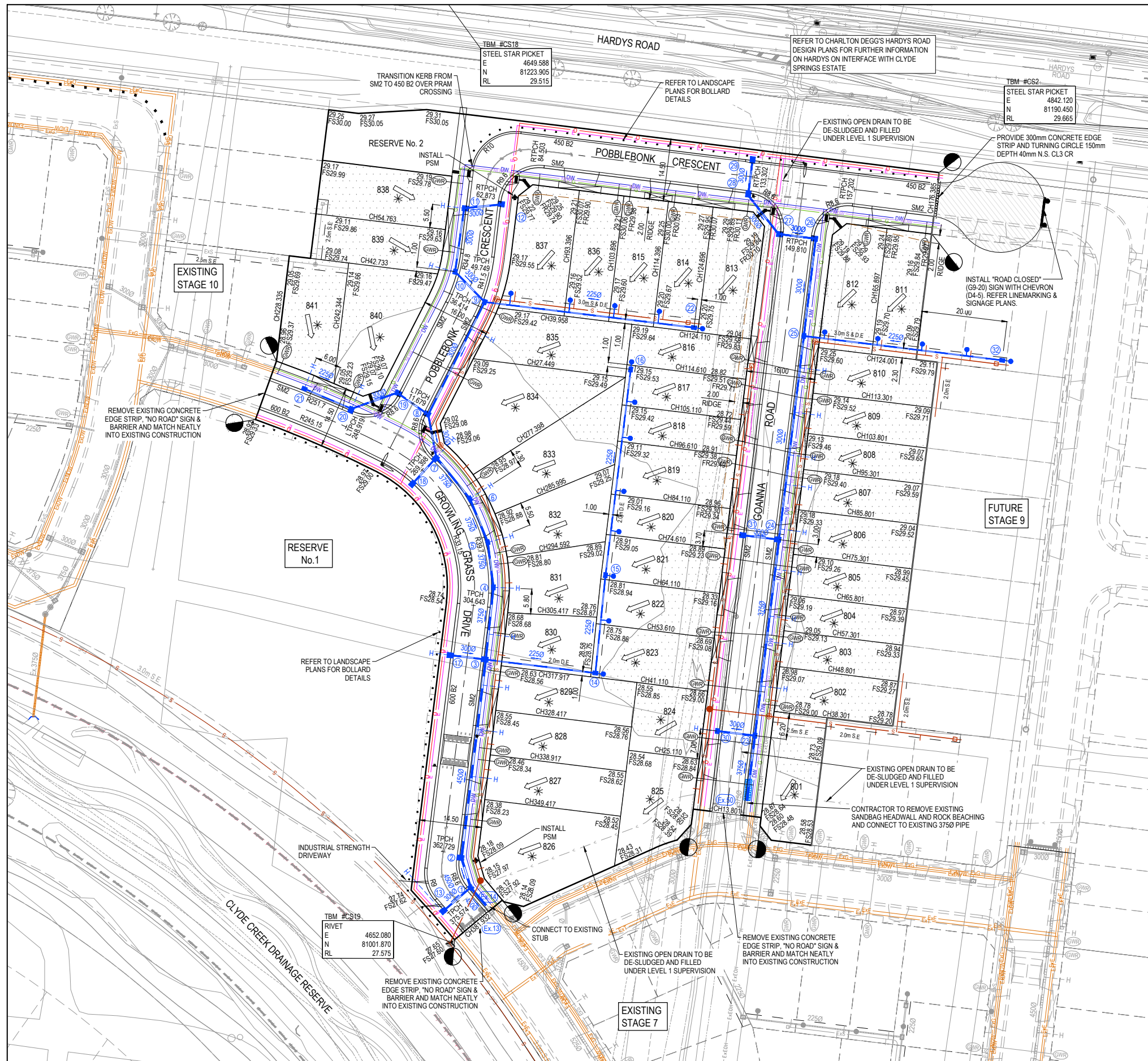
Clyde Springs Developments Pty Ltd

Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

Version	Date	Description	Drafted	Approved	Version	Date	Description	Drafted	Approved
35	27.01.2021	Staging sequence amended	WEB	DRAFT	30	23.01.2018	Lots in Stage 7 Amended	LN	LN
36	29.06.2021	Include sub stage 10b & staging sequence amended	KT	DRAFT	31	05.02.2019	Lots in Stage 7 Amended	LN	LN
37	08.09.2021	Updated staging	KT	DRAFT	32	09.04.2019	Lots in Stage 7 & 8 amended	WB	LN
38	09.12.2021	Temporary Bollard and notes	KT	DRAFT	33	22.10.2020	Updated Hardys Road + Stage 8,9,10	KT	DRAFT
39	15.12.2021	Updated Temporary Bollard and notes	KT	ISSUE	34	30.11.2020	Updated Stage 8 & 10 Boundary	KT	DRAFT

Date: 15.12.2021
Version No: 39
Job No: 5418
Scale (A1): 1:1250
(A3): 1:2500



SERVICE OFFSET TABLE

Location	Gas		ND - Water		Water		Electricity		Telecommunication		Sewer	
	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)
POBBLEBONK CRESCENT (E-W)	S	1.80	S	2.25	S	2.70	N	1.20	N	0.60	-	-
POBBLEBONK CRESCENT (N-S)	W	1.80	W	2.25	W	2.70	E	2.30	E	1.80	E	1.00
GOANNA ROAD	E	1.80	E	2.25	E	2.70	W	2.55	W	1.725	E / W	1.00 / 1.00
GROWLING GRASS DRIVE	E	1.80	E	2.25	E	2.70	W	1.20	W	0.60	E	1.00
GROWLING GRASS DRIVE (LOT 834-826)	N	1.80	N	2.25	N	2.70	S	1.20	S	0.60	N	1.00

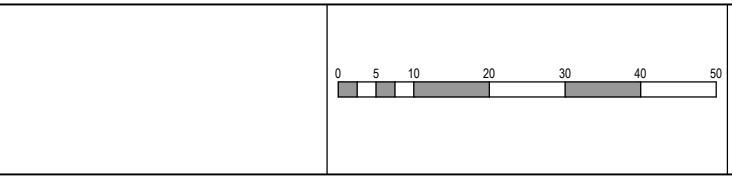
NOTE: STREET TREES ARE TO BE PLANTED IN THE CENTRE OF ALL NATURE STRIPS

ROAD NAME	RESERVE WIDTH (m)	ROAD WIDTH (m)				KERB TYPE		VERGE WIDTH (m)	
		LIP to LIP	INV to INV	BACK to BACK	NTH/WEST	STH/EAST	NTH/WEST	STH/EAST	
POBBLEBONK CRESCENT (N-S)	16.00	6.70	7.30	7.90	SM2	SM2	4.50	4.20	
POBBLEBONK CRESCENT (E-W)	14.50	6.70	7.30	7.75	450 B2	SM2	2.70	4.50	
GOANNA ROAD	16.00	6.70	7.30	7.90	SM2	SM2	4.20	4.50	
GROWLING GRASS DRIVE (LOT 834-826)	14.50	6.55	7.30	7.75	600 B2	SM2	2.70	4.50	
GROWLING GRASS DRIVE (LOT 841-840)	14.50	6.55	7.30	7.75	SM2	600 B2	4.50	2.70	

WARNING
BWARE OF UNDERGROUND SERVICES
 The locations of underground services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown. Locate all underground services before commencement of works.
DIAL 1100 BEFORE YOU DIG
 www.1100.com.au

ISSUED FOR CONSTRUCTION

REV	DESCRIPTION	DATE	DRN.	APP.	REV	DESCRIPTION	DATE	DRN.	APP.
C	WATER TAPPING LOCATIONS UPDATED	07.04.22	MF	MF					
B	LANDSCAPE BOLLARDS ADDED ALONG GROWLING GRASS DRIVE	14.10.21	NT	MF					
A	ISSUED FOR CONSTRUCTION	06.08.21	NT	MF					



Designed Date: E. BARCHAM 16.06.2021
 Drawn: N. TABUENA
 Approved Date: M. FELICIANO 16.06.2021
 PS Number: P5902131G

BW Beveridge Williams
 1 Glenferrie Road
 Malvern VIC 3144
 ph: 03 9524 8888
 www.beveridgewilliams.com.au

Project Details: CLYDE SPRINGS ESTATE, CLYDE NORTH
 STAGE 08
 CITY OF CASEY
 Drawing Title: LAYOUT PLAN

Sheet 03 of 16
 Scale: 1:500 @ A1
 Project Ref: 5418
 Stage No: 08
 Drawing No: 010
 Rev: C



Our Ref. PInA00515/14
Sebastian Lorenzo/sf

07 October 2016

Clyde Springs Developments Pty Ltd
C/- Beveridge Williams & Co (Melbourne)
PO Box 61
MALVERN VIC 3144



Dear Sir/Madam

Permit No.: PInA00515/14
Address: Hardys Road CLYDE NORTH VIC 3978
Lot 2 LP 78726, Lot 2 LP 121793
Proposal:

- Multi Lot Subdivision and works within a Land Subject to Inundation Overlay;
- Access to a Road in a Category 1 Zone;
- Creation of Restrictions;
- Removal of Easements

I wish to advise you that your application for the above planning permit was approved by Council on 4 October 2016. Please find enclosed your copy of the Planning Permit.

The granting of this permit does not absolve the person to whom it is granted or any other person from complying with any other Local Law Statute or Regulations.

I also wish to draw your attention to the time limit imposed on the permit. It is the responsibility of the person acting on the permit to seek an extension of time prior to the expiry of this permit.

It is your responsibility to ensure all other relevant permits including Building Septic Health and Local Laws are obtained if required prior to the commencement of any use and/or development.

Yours faithfully



Sebastian Lorenzo
Principal Planner

Enc.

Victoria's Largest and Most Vibrant Municipality

Magid Drive
PO Box 1000
Narre Warren Vic 3805

Telephone 03 9705 5200
Facsimile 03 9704 9544
Ausdoc DX 30460 Berwick

Email caseycc@casey.vic.gov.au
Website www.casey.vic.gov.au
ABN 43 320 295 742

PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
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ADDRESS OF THE LAND:

Hardys Road CLYDE NORTH VIC 3978 Lot 2 LP 78726, Lot 2 LP 121793

THE PERMIT ALLOWS:

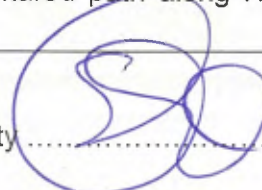
- Multi Lot Subdivision and works within a Land Subject to Inundation Overlay;
 - Access to a Road in a Category 1 Zone;
 - Creation of Restrictions;
 - Removal of Easements
-

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-87 and notes (Inclusive)

Subdivision Master Plan

1. Prior to the commencement of works and / or the certification of the first plan of subdivision, an amended subdivision layout plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided (hard copies at an A1 scale). The plans must be generally in accordance with the plans prepared by Beveridge Williams, reference Indicative Subdivision and Staging Plan Option 2 – Council, Version 01, dated 21/06/2016), but modified to show:
 - (a) Confirmation via a survey plan that the future Hardys Road road reserve will be 34 metres in width.
 - (b) The off-road bike lane along Hardys Road nominates as a 3 metre wide shared path.
 - (c) The north-south connector road nominated as being designed to be a 'bus capable' road.
 - (d) The shared paths along the north and south sides of the Clyde Creek drainage reserve nominated as being wholly contained within the Clyde Creek Drainage Reserve.
 - (e) The shared path along the northern side of the Clyde Creek reserve nominated as connecting to the Hardys Shared path with any section of the Hardys Road shared path contained within the site to be constructed so as to connect to the adjoining estate to the west.
 - (f) A notation on the plans confirming that the 2 way off-road bike lane on the east side of the north-south connector road is to be provided with bike priority at all T-intersections. This may require modification to the splays provided for lots abutting this path subject to detailed engineering plans.
 - (g) The 0.07 hectare Tree Reserve on the west side of the north-south connector road adjoining Hardys Road nominated as a 'road reserve.'
 - (h) A notation on the plans confirming that the shared path along Hardys Road is to be



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

constructed concurrently with its abutting stage.

- (i) The quarry buffer illustrated with a hatched area and a notation that this land is not to be used for residential purposes unless otherwise in accordance with relevant conditions of this permit.

Public Infrastructure plan

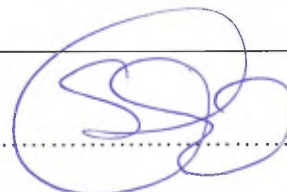
2. Prior to the commencement of works and / or the certification of the first plan of subdivision, a Public Infrastructure Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Public Infrastructure Plan must address the following:

- (a) What land may be affected or required for the provision of public infrastructure works and the timing of when such land will be provided.
- (b) The provision, staging and timing of stormwater drainage works, including any temporary drainage works approved by Melbourne Water and the Responsible Authority.
- (c) The provision, staging and timing of road works (including intersections) internal and external to the land consistent with any relevant traffic report or assessment.
- (d) The provision of public open space and tree reserves.
- (e) The landscaping of any land.
- (f) What (if any) infrastructure set out in the Development Contributions Plan applying to the land is sought to be provided as "works in lieu" subject to the consent of Casey City Council.
- (g) Include the following notation:
 - (i) The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Development Contributions Plan, will approve a proposal to carry out any DCP projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out a DCP project as a works in kind project is required.

Street Tree Landscape Master Plan

3. Before the certification of the first plan of subdivision, a Street Tree Master Plan for the whole of the estate prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority 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 Street Tree Master Plan must show:

- (a) Vegetation that is approved to be retained.
- (b) Buildings and trees (including botanical names) on neighbouring properties where impacted on by the proposed subdivision.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (c) The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation.
- (d) The general layout of street tree plantings including the proposed tree species,
- (e) The indicative location of paths and trails as per the PSP and approved subdivision master plan.
- (f) The location of fencing including tree, walkway and vehicle exclusion fencing.
- (g) Indicative road reserve cross-sections with street tree planting illustrated.
- (h) Consistency of streetscape planting where streets continue from adjoining developments into the subject site. Note: It is the developers responsibility to liaise with adjoining developer(s) to ensure planting consistency.

All species selected must be to the satisfaction of the Responsible Authority.

Open Space Landscape Master Plan

4. Before the certification of the plan of subdivision for a stage which creates an open space reserve, an open space landscape master plan for the respective reserve prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority 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 Open Space Landscape Master Plan must show:
- (a) Vegetation that is approved to be retained, removed and/or lopped.
 - (b) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the open space reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting
 - (f) The proposed location of structures and furniture items.
 - (g) The proposed location of paths, trails and any other pavement areas.
 - (h) The proposed location of playgrounds including a list of proposed play elements and age groups of play.
 - (i) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.

All species selected must be to the satisfaction of the Responsible Authority.

Wetlands / Drainage Earthworks

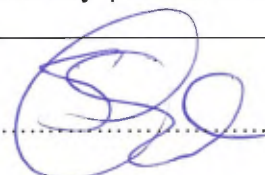
5. Prior to commencement of Wetland / Drainage Earthworks within any stage of the approved

PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

subdivision, a plan generally in accordance with the Beveridge Williams Clyde Springs Development Pty Ltd – Early Earthworks Plan (Project Reference 541, Drawing SK001, Rev P1) must be submitted to and approved by Council. The plans must be modified to show:

- (a) The subdivision layout in generally accordance with Condition 1 of this permit.
 - (b) The outline of the area where works are proposed to be conducted (no detail of the works to actually be shown).
 - (c) A notation stating that this plan does not constitute engineering approval for drainage / wetland works and that approval of details engineering plans is required.
 - (d) A notation stating that drainage / wetland works in the area nominated on this plan is subject to approval from Melbourne Water.
6. Despite any other condition of this permit (unless otherwise noted), drainage and wetland works, in the area identified in the plans to be submitted under condition 4 of this permit may be carried out subject to the following conditions being satisfied:
- (a) Before the commencement of earthworks or unless otherwise agreed to by DELWP (Department of Environment, Land, Water and Planning), offsets for the loss or deemed loss of native vegetation and threatened species habitat must be secured in accordance with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013) and Habitat compensation under the Biodiversity Conservation Strategy (Department of Environment and Primary Industries, 2013), to the satisfaction of the Secretary to the Department of Environment and Primary Industries.
 - (b) Unless otherwise agreed by Council, engineering plans which detail the drainage systems, including (amongst other information):
 - (i) All aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant);
 - (ii) features to prevent litter, sediment and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision; and
 - (iii) measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/ gross pollutants larger than 5mm" and meet the intended outcomes of Clause 56 of the planning scheme to the satisfaction of the responsible authority;
 - (c) Any Melbourne Water requirement, which includes prior to the commencement of any drainage works, the Owner must enter into and
 - (i) 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



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Water Corporation.

- (ii) Polluted and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.
 - (iii) Prior to the commencement of works evidence which demonstrates that there are no adverse flooding impacts at the upstream and downstream properties must be submitted to Melbourne Water.
 - (iv) Prior to subdivisional planning permit requirements being issued by Council any proposed drainage earthworks are to be undertaken at the developer's own risk.
- (d) No less than 14 days before the earthworks commence a site specific Environmental Management Plan (Site EMP) must be submitted to and approved by the Responsible Authority. The Site EMP must be prepared in accordance with Council's Site EMP Kit' to the satisfaction of the Responsible Authority. No alterations to the Site EMP may occur without the consent of the Responsible Authority. All works must be undertaken in accordance with the approved Site EMP to the satisfaction of the Responsible Authority. In preparation of the Site EMP, the applicant must use the environmental protection measures as set out in EPA's publication 480 "Environmental Management Guidelines for Major Construction Sites" unless it can be demonstrated that alternative techniques can fulfil the specified site requirements.
- (e) All earthworks must accord with general Aboriginal Cultural Heritage, Flora and Fauna, Environment Management and Stormwater conditions contained within this permit.
- (f) Compliance with Conditions 66, 67, 68, 69, 70, 72 and 73 of this permit.

Miscellaneous

- 7. The subdivision master plan, restrictions and any other documentation endorsed to form part of the permit must not be altered or modified without the prior written consent of the Responsible Authority.
- 8. The subdivision must proceed in the order of stages shown on the endorsed plans and as per the approved Public Infrastructure Plan unless otherwise agreed in writing by the Responsible Authority.

Small Lot Housing Code

- 9. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Casey Planning Scheme.
- 10. The plan of subdivision submitted for certification must identify whether Type A or Type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

Section 173 Agreement

- 11. Before the first Plan of Subdivision is certified under the Subdivision Act 1988, or at such other time which is agreed in writing by Council and the Development Agency under the relevant

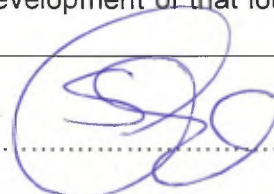


PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Contributions Plan, the owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 (**Act**) with the responsible authority which provides for:

- (a) The implementation of the Public Infrastructure Plan approved under this permit;
- (b) The transfer to or vesting in Council of any land required for road widening or public open space or any other infrastructure project funded under the relevant Development Contributions Plan at a time which is agreed with Council and the Development Agency under the relevant Development Contributions Plan;
- (c) The equalisation of public open space contributions having regard to the amount specified in the schedule to Clause 52.01 of the Casey Planning Scheme (4%) and the Property Specific Land Budget contained within the relevant Precinct Structure Plan.
- (d) The requirement that, unless Council agrees, land which is required for an infrastructure project funded under the relevant Development Contributions Plan must not be created as a separate lot or as a reserve in advance of the issue of a Statement of Compliance in respect of the residential subdivision stage which that lot or reserve would normally naturally form a part of. Where Council agrees to the creation of the lot or reserve in respect of the land required for an infrastructure project, then:
 - (i) No payment or credit to the owner in respect of that lot or reserve will be allowed unless the amount of the payment or credit and the timing of the provision of the payment or credit is authorised by the Collecting Agency under the relevant Development Contributions Plan; and
 - (ii) The lot or reserve as appropriate must be embellished and provided with access by a trafficable road and serviced; and
 - (iii) The lot or reserve must be maintained by the owner in a safe manner in regards to fire protection and free of weeds and noxious plants until the lot or reserve is required by the relevant Development Agency under the relevant Development Contributions Plan; and
 - (iv) In respect of the lot or reserve which is to pass to Council with an inherent liability for the GAIC upon the happening of a GAIC event as defined in the Act, the relevant Development Agency must be satisfied that liability for the Growth Areas Infrastructure Charge (**GAIC**) will not be triggered after the transfer to or vesting of the land in Council by the construction of the relevant infrastructure project for which the land is provided and for the use which the lot or reserve is designated for in the Precinct Structure Plan; and
 - (v) In respect of a lot or a reserve which is proposed to otherwise pass to Council with an inherent liability for the GAIC upon the happening of a GAIC event as defined in the Act and in respect of which Council and the Development Agency are satisfied that it is likely that a GAIC event will happen, the Owner must:
 - produce a Certificate of Release under section 201SY of the Act in respect of that lot or reserve; and
 - satisfy Council and the relevant Development Agency that upon the happening of a GAIC event as defined in the Act, no GAIC will be payable in respect of that lot or reserve upon the improvement or development of that lot or reserve



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
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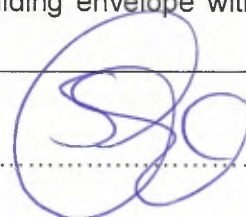
for the purpose for which that lot or reserve is required by Council or the Development Agency.

- (e) The timing of any credit or payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Clyde Development Contributions Plan.

The owner/applicant must pay the Responsible Authority's reasonable costs for the preparation, execution and registration of the Section 173 Agreement.

Actions Prior to Works and/or Certification

12. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the Responsible Authority for approval for lots of between 250 square metres and 500 square metres where the Small Lot Housing Code is not applied, all to the satisfaction of the Responsible Authority. Once approved the plans will be endorsed and form part of the Permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the Permit as relevant, and must show:
- (a) At least a 4 metre front setback to all lots, except:
 - (i) for lots of between 250 and 300 square metres opposite or abutting a passive or active open space area or local town centre / activity centre where the front setback can be reduced to 3 metres.
 - (i) for lots over 300 square metres which adjoin a bank / row of Small Lot Housing Code lots whereby a reduced setback may be considered to the Satisfaction of the Responsible Authority.
 - (b) At least a 1 metre offset from any boundary abutting a reserve.
13. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), any restrictions on the plan of subdivision including relevant "Design Guidelines" and / or Memorandum of Common Provisions must be submitted to the Responsible Authority for approval and applied to all lots to the satisfaction of the Responsible Authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The restrictions / Design Guidelines / Memorandum of Common Provisions must include:
- (a) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the building is two or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling
 - (b) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage, unless a building envelope within an associated plan of subdivision allows a primary frontage setback of 3 metres, whereby the garage or carports shall not be setback less than 5 metres from the primary frontage; or, in special circumstances where lots are identified on the building envelope within an associated



PLANNING PERMIT

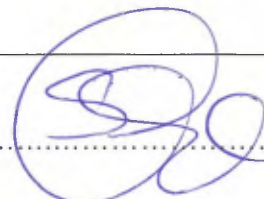
Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
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plan of subdivision as having an alternative garage setback whereby garages on those lots must not be setback between 3 and 5 metres from the primary frontage.

- (c) Differentiation of fencing restrictions for corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.
- (d) A consent mechanism with respect to building outside of a building envelope with the written consent of the Responsible Authority.
14. Prior to certification of the first plan of subdivision under the Subdivision Act 1988, a Soil Management Plan (SMP) is to be submitted to and approved by the Responsible Authority. The Soil Management Plan should be prepared by a suitably qualified environmental professional and is to provide recommendations as to any remediation works required on site as part of site preparation works. Upon completion of such remediation works, correspondence confirming that the remediation works have been undertaken and the land is suitable for residential purposes must be provided to Council.
15. Unless otherwise agreed to in writing by Council, prior to certification of Stage 7 (or as otherwise renumbered) of the subdivision, sealed road access must be provided to this stage of the subdivision.
16. Unless otherwise agreed to in writing by Council, prior to certification of any stage within the 220 metre quarry buffer, written confirmation from the Department of Economic Development, Jobs, Transport and Resources and the Responsible Authority is required which confirms that any earthmoving and land-forming activities that are required in connection with the rehabilitation of the Hardys Road quarry (WA190) have been completed.
17. Before any plan of subdivision is certified under the Subdivision Act 1988, for each stage of the subdivision, a schedule of lots created and housing densities, must be submitted to Council showing the number of lots created in the stage together with cumulative totals of any lots created and housing densities in earlier stages of the subdivision, to the satisfaction of the Responsible Authority.
18. Prior to certification of any plan of subdivision, the plan must be referred to the following authorities under Section 8 of the Subdivision Act:
- Melbourne Water;
 - South East Water;
 - APT O & M Services Pty Ltd.
 - Country Fire Authority.
 - AusNet Electricity Services Pty Ltd; and
 - VicRoads.

Certification Plans

19. The plans submitted for certification must be in accordance with the endorsed plans but modified to show to the satisfaction of the Responsible Authority and relevant servicing authorities:



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
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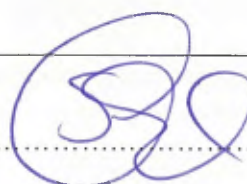
- (a) All easements required by servicing authorities as well as any easements required by the responsible authority over any temporary drainage assets which are to be managed by the responsible authority.
- (b) Building envelopes and the creation of restrictions to accord with those identified on plans/documents endorsed to the Permit.
- (c) Unless otherwise agreed in writing by the Responsible Authority, road reserve and court head dimensions in accordance with the Growth Area Authorities standard drawings.
- (d) Any land required to be set aside for the purpose for road widening and to be vested in Council in accordance any relevant condition of this permit.
- (e) Any tree reserves to be vested with the City of Casey.
- (f) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

Actions Prior to Construction

20. Before subdivision, the construction of a building or the construction or carrying out of works on the land starts or unless otherwise agreed to by DELWP (Department of Environment, Land, Water and Planning), offsets for the loss or deemed loss of native vegetation and threatened species habitat must be secured in accordance with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013) and Habitat compensation under the Biodiversity Conservation Strategy (Department of Environment and Primary Industries, 2013), to the satisfaction of the Secretary to the Department of Environment and Primary Industries.
21. Before the commencement of works for any stage of subdivision a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to the Country Fire Authority. The plan must specify, amongst other things:
- (a) The staging of development and the likely bushfire risks at each stage;
 - (b) An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed;
 - (c) The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
 - (d) How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

The plan must be carried out to the satisfaction of the CFA.

22. No less than 14 days before the subdivision starts a site specific Environmental Management Plan (Site EMP) must be submitted to and approved by the Responsible Authority. The Site EMP must be prepared in accordance with Council's 'Site EMP Kit' to the satisfaction of the Responsible Authority. No alterations to the Site EMP may occur without the consent of the Responsible Authority. All works must be undertaken in accordance with the approved Site EMP to the satisfaction of the Responsible Authority.



PLANNING PERMIT

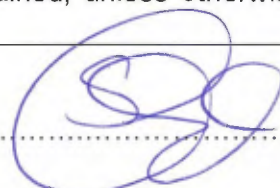
Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

In preparation of the Site EMP, the applicant must use the environmental protection measures as set out in EPA's publication 480 "Environmental Management Guidelines for Major Construction Sites" unless it can be demonstrated that alternative techniques can fulfill the specified site requirements.

23. Before any road/drainage works associated with each stage of the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include, as relevant:
- (a) Functional layout plans for the interim and ultimate intersection of any internal road and Hardys Road, or existing or future arterial road as approved by VicRoads and the Responsible Authority, along with detailed design of the interim intersection;
 - (b) Detailed design of any roadworks being undertaken by the development proponent external to the site to the satisfaction of VicRoads and the Responsible Authority.
 - (c) Fully sealed pavements with kerb and channel (or rollover kerbs where appropriate) to dimensions generally in accordance with the relevant road cross-sections in the Precinct Structure Plan applying to the land but including approximately 30% of local street cross sections (including connector streets) varying from the relevant 'standard' cross section contained within the incorporated Clyde Creek Precinct Structure Plan including through variations to:
 - (i) traffic management devices;
 - (ii) street tree placement;
 - (iii) footpath or carriageway placement;
 - (iv) create a boulevard effect;
 - (v) carriageway or parking bay pavement; and
 - (vi) tree outstand treatments.

For the purposes of this requirement, changes to street tree species between or within streets do not constitute a variation. Alternative cross sections must ensure that:

- (i) Minimum required carriageway dimensions are maintained to ensure safe and efficient operation of emergency vehicles on all streets as well as buses on connector streets with minimal trafficable widths of:
 - 7.3 metres where cars park on both sides;
 - 5.4 metres where cars may park on one (1) side; and,
 - 3.5 metres where no parking, along with 0.5 metre clearance to structures on either side. If this width applies there must be passing bays of at least 20 metres long and 6 metres wide located not more than 200 metres apart, unless otherwise agreed by the Country Fire Authority.
- (ii) The performance characteristics of standard cross sections as they relate to pedestrian and cycle use are maintained.
- (iii) Relevant minimum road reserve widths for the type of street as identified in the Clyde Creek Precinct Structure Plan are maintained, unless otherwise approved

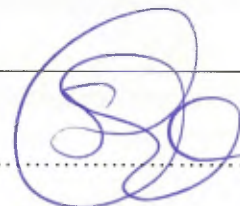


PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

by the responsible authority.

- (d) Traffic management devices;
- (e) Vehicle exclusion fencing where necessary;
- (f) Where a construction plan contains a road identified as a bus route within the Precinct Structure Plan applying to the land, the cross section of the road must comply with the Precinct Structure Plan and be to the satisfaction of Public Transport Victoria;
- (g) Corner splays, as required, to suit the road function;
- (h) Driveway links designed to provide one (1) visitor space per lot served by the link;
- (i) Concrete footpaths and/or shared paths in accordance with the relevant Precinct Structure Plan on both sides of each roadway with the exception of the side of a road that abuts a public open space;
- (j) Three (3.0) metre wide shared paths along the future arterial road frontages at the site's abuttal; as well as along the Clyde Creek "Constructed waterway corridor reserve section 1 and 2" in accordance with the Clyde Creek Precinct Structure Plan
- (k) A vehicular crossing to each lot, except those nominated as a medium density lot or superlot on the endorsed plan, designed in accordance with the Growth Areas Authority Standard Drawings unless otherwise agreed. Unless an alternative treatment is approved by the Responsible Authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 3 metres in width (excluding splays) at the kerb. Crossovers should be:
 - (i) located on the long side of corner sites where roundabout splitter islands will hinder access.
 - (ii) located a minimum of 1 metre from any service facilities.
 - (iii) offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- (l) Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road;
- (m) Drainage systems, including:
 - (i) All aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant);
 - (ii) features to prevent litter, sediment and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision; and
 - (iii) measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/ gross pollutants larger than 5mm" and meet the intended outcomes of Clause 56 of the planning scheme to the satisfaction of the responsible authority; and,



PLANNING PERMIT

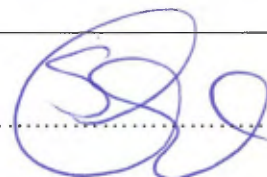
Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (iv) construction details of any temporary drainage works approved by Melbourne Water and the Responsible Authority, along with details of any safety measures, edge treatments and separation distances between those works and the land being subdivided;
- (n) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;
- (o) The location of street lighting;
- (p) Any water sensitive urban design features;
- (q) Details of any cut and fill;
- (r) Services located in shared trenches wherever possible,
- (s) Fibre optic conduit network throughout the subdivision; and
- (t) All concrete and construction materials used on site must comply with AS 2159-2009 and AS 3600-2009.

The engineering construction plans must include, at the relevant stage as identified on the Public Infrastructure Plan approved under this Permit, any lot or reserve previously created from the parent title that has yet to be embellished/serviced in accordance with the requirements of this Permit.

24. Before the start of any landscaping works for any stage of the subdivision, a detailed landscape plan and plant schedule for that stage prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses. 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 landscaping plan must be generally in accordance with the landscape master plan approved under Condition No. 3, except that the plan must show:
- (a) Existing vegetation that is approved to be retained.
 - (b) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves.
 - (c) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species.
 - (d) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture.
 - (e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (f) Additional supporting information, such as certified structural designs or building forms

Note that A-Spec digital documentation for open space assets must be provided at Practical Completion stage of landscape construction in a format consistent with Condition No. 53.



PLANNING PERMIT

Permit No.	PlnA00515/14
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

All species selected must be to the satisfaction of the Responsible Authority.

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

Engineering Fees

26. Before approval of the engineering plan/s submitted under Section 15(1) of the Subdivision Act 1988, the developer must pay Council an amount equivalent to 0.75% of the estimated cost of constructing the works proposed on the engineering plan.
27. Before the issue of a Statement of Compliance for the plan of subdivision under the Subdivision Act 1988, the developer must pay Council an amount equivalent to 2.5% of the estimated cost of the works which are subject to supervision in accordance with Section 17(2)(b) of the Subdivision Act 1988.

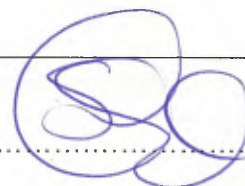
Development Contributions

28. A Development Infrastructure Levy, in accordance with the provisions of the Clyde Development Contributions Plan, must be paid by the applicant to the Collecting Agency after certification of the relevant plan of subdivision but not more than 21 days prior to the issue of a Statement of Compliance in respect of that plan under the Subdivision Act 1988.
29. Where the subdivision is to be developed in stages the infrastructure levy for the stage to be developed only may be paid to the Collecting Agency within 21 days prior to the issue of a Statement of Compliance in respect of that stage, provided that a Schedule of Development Contributions is submitted with each stage of the plan of subdivision. This Schedule must show the amount of development contributions payable for each stage and value of the contributions in respect of prior stages to the satisfaction of the Collecting Agency.

Community Infrastructure Levy

30. Before the issue of a Statement of Compliance for the subdivision the developer must make payment to Council for the provision of Community Infrastructure, unless before the relevant plan of subdivision is certified under the Subdivision Act 1988, the owner enters into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 ('the Act') and makes application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides for the payment of a Community Infrastructure Levy to Council by a future land owner in accordance with the provisions of the Development Contributions Plan applying to the land and Section 46O of the Act.

The owner/applicant must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement.



PLANNING PERMIT

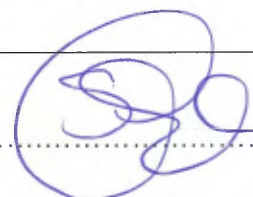
Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Growth Areas Infrastructure Contribution

31. Before the issue of a Statement of Compliance for any plan of subdivision which proposes to create a lot or a reserve which is to pass to Council or a relevant Development Agency with an inherent liability for the Growth Areas Infrastructure Charge (**GAIC**) upon the happening of a GAIC event as defined in the Planning and Environment Act 1987 (**Act**) and in respect of which Council or a relevant Development Agency are satisfied that it is likely that a GAIC event will happen, the Owner must:
- (a) produce a Certificate of Release under section 201SY of the Act in respect of that lot or reserve; and
 - (b) satisfy Council and any relevant Development Agency that upon the happening of a GAIC event as defined in the Act, no GAIC will be payable in respect of that lot or reserve upon the improvement or development of that lot or reserve for the purpose for which that lot or reserve is required.

Actions Prior to Statement of Compliance

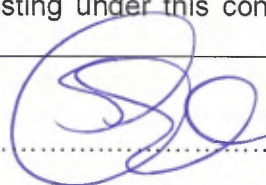
32. Prior to the issue of a Statement of Compliance for the first stage of the subdivision under the Subdivision Act 1988, sealed road access must be available to the site from the arterial road network to the satisfaction of the Responsible Authority.
33. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the developer must construct in accordance with the approved engineering construction plan/s and to the satisfaction of the Responsible Authority:
- (a) Roads, including traffic management devices, kerb and channel, footpaths, shared foot/cycle paths and vehicular crossings to each lot;
 - (b) Drainage and any water sensitive urban design features;
 - (c) Fibre optic conduits;
 - (d) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;
 - (e) Temporary turnaround areas;
 - (f) Any tree protection fencing; and
 - (g) Lighting of roads and pedestrian/cycle paths designed and provided in accordance with Australian Standard 1158.1.
34. Before the issue of a Statement of Compliance under the Subdivision Act 1988 the stormwater drainage must be:
- (a) Constructed in accordance with the stormwater drainage design approved by Council; and
 - (b) Provide a legal point of stormwater discharge for each allotment,
- all to the satisfaction of the responsible authority and any relevant other drainage authority.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

35. Any temporary drainage works must be installed to the satisfaction of the Responsible Authority before the issue of a Statement of Compliance for the relevant stage.
36. Prior to the issue of a Statement of Compliance, fire hydrants must be installed to the satisfaction of the Country Fire Authority to serve the subdivision with hydrants to be a maximum of 120 metres from the rear of each lot and no more than 200 metres apart, unless with the written consent of the Country Fire Authority. Hydrants must be identified in accordance with the Fire Services Guidelines 'Identification of Street Hydrants for Firefighting Purposes'.
37. Prior to the issue of a Statement of Compliance for Stage 10 of the subdivision (or any stage which includes the construction of an intersection with Hardys Road), Hardys Road must have been upgraded to an urban standard from that intersection through to Berwick-Cranbourne Road to the satisfaction of the Responsible Authority and VicRoads.
38. The landscaping works shown on the approved landscape construction plans for each stage must be carried out and completed to the satisfaction of the Responsible Authority, before the issue of a Statement of Compliance for each stage or by such later date as is approved by the Responsible Authority in writing.
39. Prior to the issue of a Statement of Compliance (or such later date as approved in writing by the Responsible Authority), all public open space areas, including, parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and plantation reserves must be landscaped and planted as shown on the approved landscape construction plans, (or bonded), to the satisfaction of the Responsible Authority.
40. Prior to the issue of a Statement of Compliance for any plan of subdivision under this permit that creates any public open space (where not otherwise provided for under the Clyde Development Contributions Plan) the owner must re-grade, top dress, landscape and otherwise embellish the land to the satisfaction of the Responsible Authority including the following works:
 - (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.
 - (b) Cleared of rubbish and environmental weeds, levelled, topsoiled and grassed with warm climate grass (unless a conservation reserve).
 - (c) Provision of water tapping.
 - (d) Provision of planting and park furniture as identified on the approved landscape construction plans;
 - (e) Vehicles exclusion devices (fence or other suitable method) with controlled access points.
 - (f) Shared paths and / or footpaths as shown in the plans both endorsed and approved under this permit and the approved Precinct Structure Plan applying to the land.
41. All filling on the site over 300mm must be carried out, supervised, completed and recorded in accordance with AS 3798 - 2007 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

independently engaged by the applicant and not be engaged by the contractor carrying out the works. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report shall be provided to the satisfaction of the Responsible Authority.

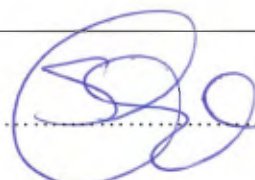
42. Before a Statement of Compliance is issued under the Subdivision Act 1988 for any stage, a public open space contribution of 4% must be provided in accordance with the Schedule to Clause 52.01 of the Casey Planning Scheme in a manner consistent with the Clyde Creek Precinct Structure Plan and the terms of any Section 173 Agreement required/prepared under this Permit.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

43. The owner of the land must enter into an agreement with:
- (a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
44. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- (a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian 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.

Referral Authority Conditions

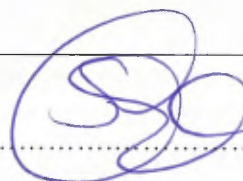
45. **Melbourne Water** conditions require that:
- (a) Prior to Certification, a drainage strategy for the subdivision (in electronic format) must be submitted for Melbourne Water's acceptance. This strategy should demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (b) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- (c) Prior to Certification, the Plan of Subdivision must show sufficiently sized easements and/or reserves to be created over any proposed Melbourne Water asset to our satisfaction.
- (d) Prior to Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Scheme; a financial arrangement to support the delivery of those works is to have been agreed between Melbourne Water and the Owner.
- (e) 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.
- (f) Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.
- (g) For queries contact Asset Services on 131 722 or assetservices@melbournewater.com.au
- (h) Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to 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. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
- (i) Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
- (j) Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
- (k) All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water wetland, retarding basin or waterway, whichever one is greater.
- (l) 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.



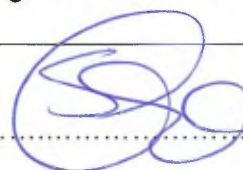
PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (m) Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the commencement of works, a Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records.
- (n) The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- (o) Local drainage must be to the satisfaction of Council.
- (p) All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- (q) 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 Planning and Building website.

46. **AusNet Electricity Services Pty Ltd** conditions require that:

- (a) 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.
- (b) The applicant must:
 - (i) Enter into an agreement with AusNet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
 - (ii) Enter into an agreement with AusNet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
 - (iii) Enter into an agreement with AusNet Electricity Services Pty Ltd for the 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.
 - (iv) Provide easements satisfactory to AusNet Electricity Services Pty Ltd for the purpose of "Power Line" in 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.
 - (v) Obtain for the use of AusNet Electricity Services Pty Ltd any other easement required to service the lots.
 - (vi) 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.
 - (vii) Set aside on the plan of subdivision Reserves for the use of AusNet Electricity Services Pty Ltd for electric substations.
 - (viii) Provide survey plans for any electric substations required by AusNet Electricity Services Pty Ltd and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

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.

- (ix) 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.
- (x) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AusNet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- (xi) 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.

47. Public Transport Victoria conditions require that:

- (a) Pursuant to Section 8 (a) of the Subdivision Act 1988 only Plans of Subdivision which contain a portion of bus route identified within the *Clyde Creek Precinct Structure Plan* must be referred to Public Transport Victoria
- (b) Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that contains a bus route identified in the *Clyde Creek Precinct Structure Plan* the road must be constructed in accordance with the relevant road cross sections within the '*Clyde Creek Precinct Structure Plan*', and the *Public Transport Guidelines for Land Use and Development* in order to accommodate public transport access for buses, to the satisfaction of Public Transport Victoria.
- (c) Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains or abuts a road identified as a potential bus route in the Clyde Creek Precinct Structure Plan concrete hard stand bus stops must be constructed:
 - (i) on either side of the road, in locations nominated in writing by Public Transport Victoria';
 - (ii) compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
 - (iii) with direct and safe pedestrian access to a shared/pedestrian path;
 - (iv) at the full cost of the permit holder

to the satisfaction of the Public Transport Victoria.

48. South East Water conditions require that:

- (a) The owner of the subject land must enter into an agreement with South East Water for the provision of potable water supply and fulfil all requirements to its satisfaction.
- (b) The owner of the subject land must enter into an agreement with South East Water for

PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

the provision of recycled water supply and fulfil all requirements to its satisfaction.

- (c) 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.
- (d) All lots on the Plan of Subdivision are to be provided with separate connections to our potable water supply, recycled water supply and sewerage systems.
- (e) Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the Subdivision Act 1988.

49. **VicRoads** conditions require that:

- (a) Unless with the written consent of the Responsible Authority and VicRoads, prior to the issue of a statement of compliance for any plan of subdivision that creates the 605th lot that utilizes the Clydevale Ave / Berwick Cranbourne Road intersection, an alternative arterial road access to the site through Heather Grove must be constructed to the satisfaction of VicRoads and the Responsible Authority. All lots created up to this stage and subsequent stages must have connection to the alternative access in accordance with the endorsed plans.
- (b) Prior to the issue of a statement of compliance for any plan of subdivision that creates the 1151st lot that utilizes the Clydevale Ave / Berwick Cranbourne Road intersection and / or the Heather Grove / Berwick-Cranbourne Road intersection as identified within the Clyde Creek PSP, an alternative arterial road access to the site through Hardys Road or Tuckers Road must be constructed to the satisfaction of VicRoads and the Responsible Authority. All lots created up to this stage and subsequent stages must have connection to the alternative access in accordance with the endorsed plans.

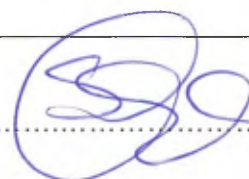
For the avoidance of doubt, this relates to any plan of subdivision authorized by Planning Permits PInA00753/14.B; PInA00906/14; PInA01055/14 or PInA00515/14 or as amended from time to time; or any subsequent planning permit issued for a subdivision within the area of land bounded by Hardys Road to the north; Tuckers Road to the East; Heather Grove to the south and Berwick Cranbourne Road to the west.

- (c) Unless otherwise agreed in writing by VicRoads and the Responsible Authority, prior to the issue of a statement of compliance for the relevant stage, the permit applicant must construct intersection IN 53.13 within the Clyde DCP to the satisfaction of the VicRoads and the Responsible Authority.

50. **CFA** conditions require that:

(a) **Water Supply Requirement**

- (i) Operable below ground hydrants meeting the requirements of Australian Standard 3952 Water supply-Spring hydrant valve for waterworks purposes, must be provided to the satisfaction of CFA.
- (ii) The fire hydrants **must** be installed to the satisfaction of CFA and **must** be located within 120 metres of the **furthest** edge of every building envelope (or in the absence of the building envelope, the rear of the lots) and must be no more than 200m apart.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (iii) Three copies of water reticulation drawings must be provided to CFA for approval.
- (iv) Fire hydrants must be clearly identified as specified in the Fire Services Guideline "Identification of Street Hydrants for Firefighting Purposes."

(b) **Roads**

- (i) Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- (ii) The amount and location of parking facilities should not impede access of emergency vehicles (off-street parking is therefore encouraged where possible).

51. **APT** conditions require that:

- (a) Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
- (b) 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.

52. **EPA Victoria** conditions require that:

- (a) Construction and post-construction activities must be in accordance with EPA Publication 275 Construction Techniques for Sediment Pollution Control 1991 or as amended.
- (b) Any fill material brought onto the subject land must meet the specifications contained in EPA publication IWRG621, Soil Hazard Categorisation and Management 2009 or as amended.

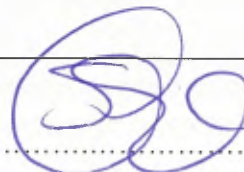
53. **Department of Economic Development, Jobs, Transport and Resources** conditions require that:

- (a) Prior to the issue of a Statement of Compliance and construction of any dwellings for stage 8, 9 or 10 (i.e. within the quarry buffer zone 220 metres) of the subdivision:
 - (i) Written agreement must be obtained from the Department of Economic Development, Jobs, Transport and Resources and the Responsible Authority to confirm that any earthmoving and land-forming activities that are required in connection with the rehabilitation of the Hardys Road quarry (WA190) have been completed.

Final Construction Plans

54. Before the responsibility for the future care and maintenance of the works is transferred to Council, the developer must provide to the Responsible Authority:

- (a) Copies of the "as constructed" engineering roads and drainage drawings in the format of one A1 tracing per drawing.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (b) Survey enhanced "as constructed" digital data for all assets that will become the responsibility of Council, in accordance with the relevant current A-Spec specification. These Specifications and supporting information are available from www.dspect.com.au. Council's preferred format for the submission of the data is "MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid Coordinates must be MGA Zone 55 (GDA 94).
- (c) Sketches of the details of the permanent survey marks.

Title Office Plans

55. The applicant 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 A3-size photocopy of the Title Office approved Plan of Subdivision.

Aboriginal Cultural Heritage

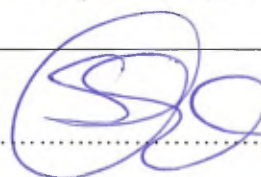
56. The recommendations within approved Cultural Heritage Management Plan No. 12535 prepared by Heritage Insight Pty Ltd dated 18 February, 2014 as approved by the Acting Director Heritage Services at the Office of Aboriginal Affairs Victoria on 19th February, 2014 or any subsequent approved Plan, must be undertaken, prior to and during, the construction of the development hereby approved.

Flora and Fauna

57. The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Melbourne Strategic Assessment) (Department of Environment and Primary Industries, 2013) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment and Primary Industries.

Roads and Traffic

58. Streets must be named to the satisfaction of the Responsible Authority prior to the certification of the relevant Plan of Subdivision.
59. The developer must provide the allocated street number on the kerb in front of each lot. The kerbside numbers must be 100mm white lettering on a black background located on the front of the kerb at the property frontage to the satisfaction of the Responsible Authority.
60. Unless otherwise agreed in writing by the Responsible Authority, access to each lot created must be provided via a sealed road.
61. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested as 'road' in the Roads Corporation (in the case of land for arterial roads under the Road Management Act 2004) or in Casey City Council (in the case of other roads) at no cost to the acquiring



PLANNING PERMIT

Permit No.	PInA00515/14
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

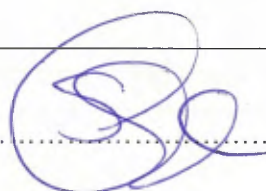
agency unless funded by the Clyde Development Contributions Plan or unless that land is included within a Public Acquisition Overlay in the scheme. For the purpose of this clause road widening includes the widening of the road reserve required to provide right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road to the satisfaction of the Roads Corporation.

Temporary Turning Areas

62. Any temporary turning areas to the land must be constructed in accordance with engineering construction plans approved by the Responsible Authority and maintained to the satisfaction of the Responsible Authority.
63. If the temporary turning area is to be retained after the relevant Statement of Compliance is issued, a bond of sufficient value to cover all reinstatement works must be lodged with the Responsible Authority before the Statement of Compliance is issued.
64. All works undertaken for a temporary turning area must be removed and all affected road pavement, concrete works, nature strips and other land must be reinstated to the satisfaction of the Responsible Authority when the turning area is no longer required.
65. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The sign must be removed after the temporary turning areas are removed.

Environment Management

66. The land must be filled and constructed in a manner that does not:
 - (a) Cause an unreasonable amount of dust to be carried onto nearby land; and
 - (b) Adversely affect the drainage of adjacent land.
67. Appropriate sediment control measures must be undertaken during construction to ensure that the development site is adequately managed in such a way that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the stormwater drainage system.
68. All works must be undertaken in a manner that minimises soil erosion and adhere to Construction Techniques for Sediment Pollution Control, EPA 1991, and any exposed areas of soil must be stabilised to prevent soil erosion, to the satisfaction of the Responsible Authority.
69. All construction activities associated with the subdivision must be managed by the owner/developer so as to limit any inconvenience to existing residents in the vicinity of the works to the satisfaction of the Responsible Authority. The matters to be considered include but are not limited to site access, times of operation, dust, vibration, stormwater runoff etc.
70. The works must be managed so that the amenity of the area is not detrimentally affected, through the:



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

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

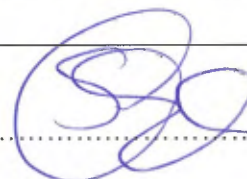
71. All green waste generated from the clearing of land during the construction phase must be mulched or transported from the site as appropriate. Green waste must not be burnt on site.

Stormwater

72. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the Responsible Authority.
73. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.

Reticulated Services

74. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services including fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
75. Any fibre optic conduits and associated infrastructure must be protected from damage to the satisfaction of the Responsible Authority.
76. Unless otherwise agreed by the Responsible Authority, ownership of any fibre optic conduits must vest in Council.
77. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.
78. Subject to South East Water agreeing to do so, the developer must enter into an agreement with South East Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source or scheme to all lots and open space reserves within the subdivision.
79. Irrespective of whether the relevant water authority has entered into an agreement as contemplated, connection points for the third pipe are to be provided by the developer/landowner to all public open space at no cost to the relevant water authority or Council to facilitate irrigation of public open space using recycled water if it is to become available.
80. All existing above ground electricity powerlines less than 66kv voltage on the land must be removed and replaced underground before the issue of any Statement of Compliance or the final Statement of Compliance if the land is to be developed in stages.
81. The design of electricity and other related infrastructure must provide for alternative electricity



PLANNING PERMIT

Permit No.	PlnA00515/14
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

transmission through the new development so as to render any existing above ground assets less than 66kv voltage along existing roads on the same side of the road as the development redundant. All existing above ground electricity cables of less than 66kv voltage must be placed underground as part of the upgrade of existing roads at the cost of the developer unless funded by the Clyde Development Contributions Plan, all to the satisfaction of the Responsible Authority and relevant authority.

Public Open Space & Reserves

82. Land required for public open space as a local or district park, as set out in the Clyde Creek Precinct Structure Plan or the Clyde Development Contributions Plan, must be transferred to or vested in Council at no cost to Council unless the land is funded by the Clyde Development Contributions Plan.
83. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Casey City Council by a registered plan of subdivision at no cost to Council.
84. The developer must construct and paint or suitably finish all fences along the common boundary between any tree/plantation reserves and the abutting lots to the requirements and satisfaction of the Responsible Authority.
85. The landscaping constructed in accordance with the endorsed approved landscape construction plans must be maintained to the satisfaction of the Responsible Authority, for a period of 24 months, (or other period as approved in writing by the Responsible Authority), following the granting of Practical Completion of landscape construction works.

Substation / Kiosk Sites

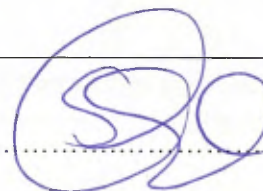
86. Utility service substation/kiosk sites must not be located on any land identified as public open space or to be used for any Municipal purpose unless otherwise agreed by the Responsible Authority.

Permit expiry

87. This permit will expire if:
 - (a) The subdivision is not started within two (2) years of the date of this permit; or,
 - (b) The subdivision is not completed within five (5) years from the date of starting;

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two (2) years from the date of the 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 (5) years from the date of its commencement.

The Responsible Authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within six (6) months of the expiration of the permit for the commencement of subdivision.



PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

NOTES

- **City of Casey Council:**

- The Site EMP Kit is available on the City of Casey's website, www.casey.vic.gov.au

- **Melbourne Water:**

- If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on 9679 7517, quoting Melbourne Water's reference 246385.

- **AusNet Electricity Services Pty Ltd:**

- It is recommended that, at an early date the applicant commences negotiations with AusNet Electricity Services Pty Ltd for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with the conditions be issued).
- Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
- Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

- **South East Water:**

- The owner of the subject land is required to obtain a 'Notice of Agreement' from South East Water. All requirements must be fulfilled to its satisfaction prior to South East Water consenting to the issue of a Statement of Compliance.
- The following South East Water agreement options are available:
 - (a) Application to enter into a Development Deed-Works – If South East Water reticulated sewer/water/recycled water (as applicable) is required to be extended to service lots within the development.
 - (b) Application for Notice of Agreement Subdivision-Non Works – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner only required Statement of Compliance to release the titles (i.e. subdivision prior to building).
 - (c) Plumbing Industrial, Commercial, Units & Private Water application – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner wishes to commence construction of the buildings (i.e. building prior to the subdivision).

To obtain a copy of the appropriate application form required please go to our website: www.southeastwater.com.au (Property Tab / Land Development).

- **Operation of Commonwealth Law:**

- On 5 September 2013 an approval under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) was issued by the Commonwealth Minister for

PLANNING PERMIT

Permit No. PInA00515/14
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

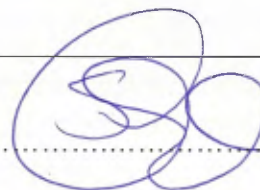
Environment, Heritage and Water. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060. The approval is subject to conditions specified at Annexure 1 of the approval.

- Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

Applicant's Name & Address: Clyde Springs Developments Pty Ltd
C/- Beveridge Williams & Co (Melbourne)
PO Box 61
MALVERN VIC 3144



IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

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

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

WHEN DOES A PERMIT BEGIN?

A Permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, 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.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

719817

APPLICANT'S NAME & ADDRESS

HAILES LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

CLYDE SPRINGS DEVELOPMENTS PTY
LTD

PURCHASER

N/A, N/A

REFERENCE

92197

This certificate is issued for:

LOT K PLAN PS826162 ALSO KNOWN AS 230S HARDYS ROAD CLYDE NORTH
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 7
- is within a LAND SUBJECT TO INUNDATION OVERLAY
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15

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

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

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

18 February 2021

Hon. Richard Wynne MP
Minister for Planning

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

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

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

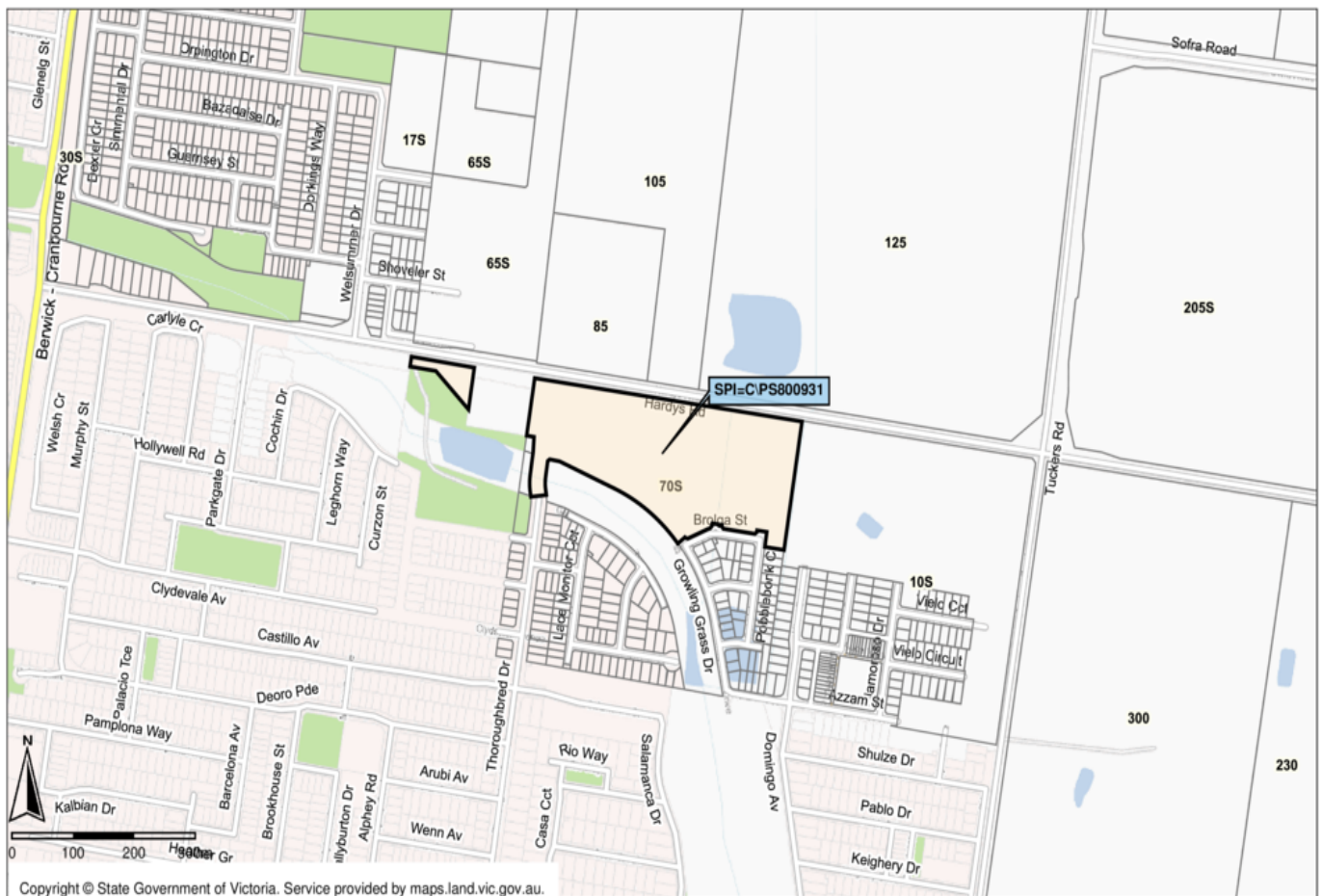
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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

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

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

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



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.

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**
Bunjil Place, Patrick Northeast Drive**Cranbourne**
Cranbourne Park Shopping Centre

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C036911
Your Reference: 92197

Issue Date: 19 April 2022

Landata - Rates Web Certificates
C/- Victorian Land Registry Services Pty Ltd
L 13 697 Collins St
DOCKLANDS VIC 3008

Property Number:	168307
Property Address:	90S Hardys Road CLYDE NORTH VIC 3978
Property Description:	Lot C PS 800931Q & Lot K PS 826162S
Land Area:	72,979 sqm

Valuation Date	1/07/2021	Effective Date	1/07/2021
Site Value	\$5,000,000		
Capital Improved Value	\$5,000,000		
Net Annual Value	\$250,000		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2022

Rate Category		
Current Year's General Rates	12,756.98	
Current Year's Garbage Charge	309.00	
Current Year's Fire Service Levy	409.00	
Current Rates Year's Charges - SUB TOTAL		13,474.98
Payments received	-2,913.08	
Current Rates Year Adjust\Payments - SUB TOTAL		-2,913.08
Brought Forward Credit		-10,561.90
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$0.00

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres

Narre Warren

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 15/02/2022.

PLEASE NOTE: Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

PLEASE NOTE: If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C036911**.

A handwritten signature in black ink, appearing to read "T. Riches".

Trevor Riches

Team Leader Rates and Valuations

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

Lot L, 230S Hardys Road CLYDE NORTH has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Lot L, 230S Hardys Road CLYDE NORTH has not been separately assessed and is subject to a supplementary rate and valuation.

Electronic Payments



Billers Code: **8995**
Ref: 01683071

Telephone & Internet Banking - BPAY®

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

More info: www.bpay.com.au

Hailes Lawyers C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT L HARDYS ROAD CLYDE NORTH
3978
L PS 846064

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53O//14322/00071	LANDATA CER 63677084-025-8	05 APRIL 2022	41280306

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.
- 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.

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

ENCUMBRANCE ENQUIRY EMAIL 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.

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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

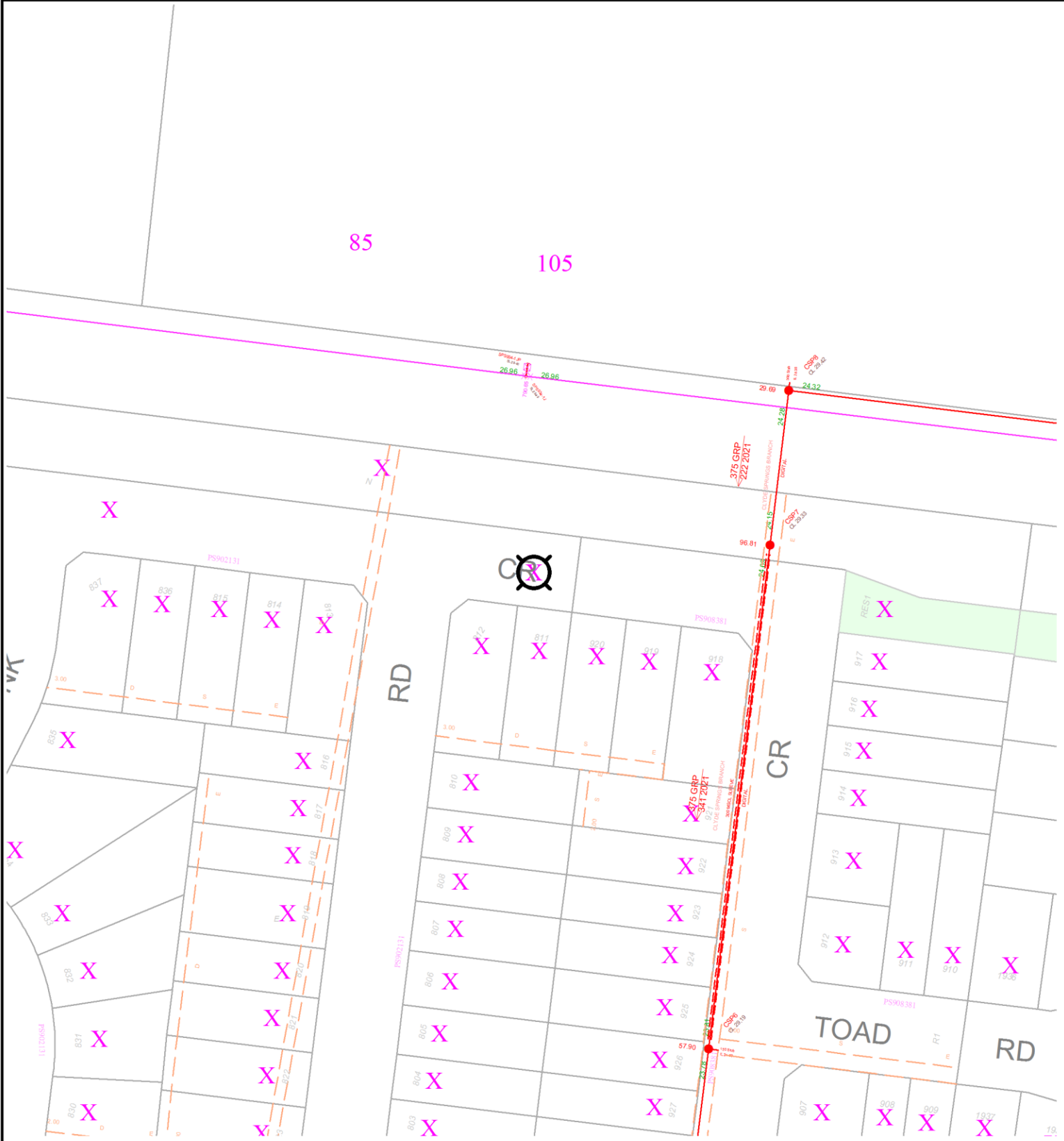
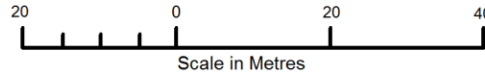
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



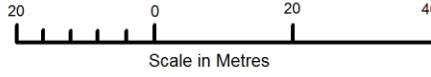
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow 225 VC 280 MOR	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

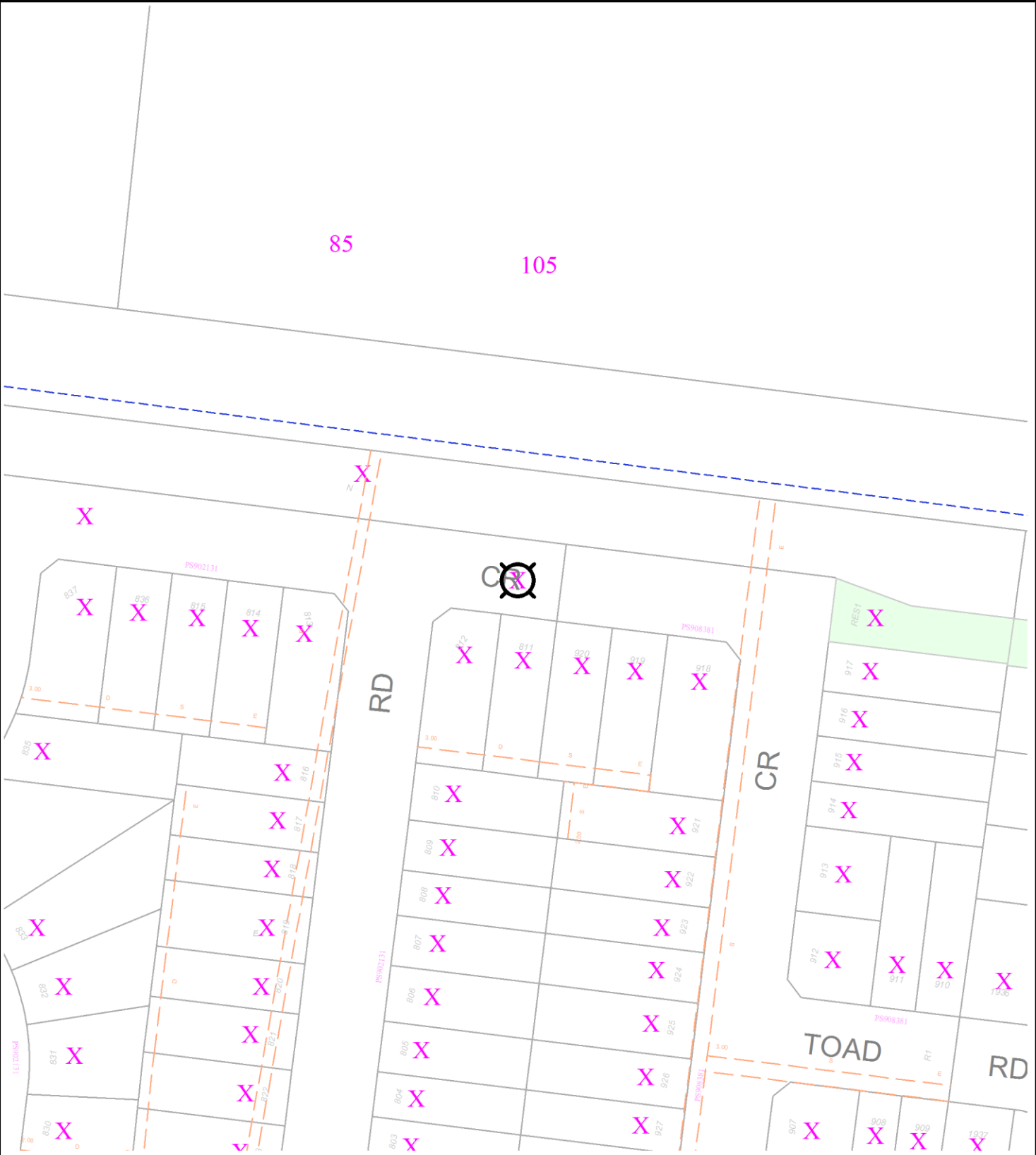


Property: Lot L LOT L HARDYS ROAD CLYDE NORTH 3978

Case Number: 41280306

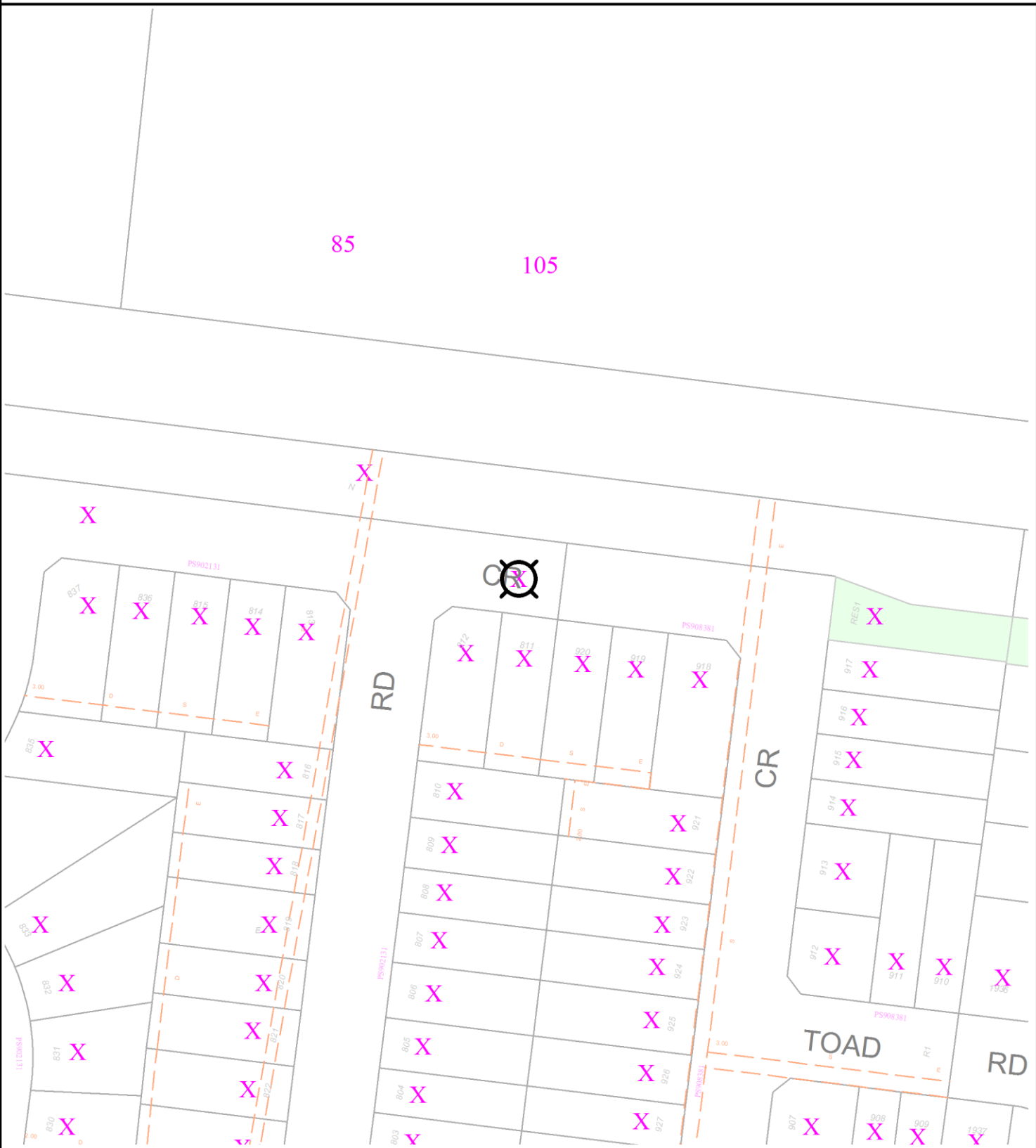
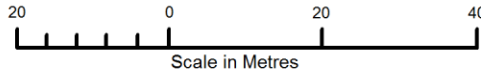


Date: 05APRIL2022



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

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / HAILES LAWYERS

Your Reference: 22038351

Certificate No: 54064278

Issue Date: 11 APR 2022

Enquiries: TVD0

Land Address: 230S HARDYS ROAD CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47751408	L	846064	12360	391	\$0.00

Vendor: CLYDE SPRINGS DEVELOPMENTS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CLYDE SPRINGS DEVELOPMENTS PTY	2022	\$5,484,455	\$86,626.97	\$0.00	\$0.00

Comments: Land Tax of \$86,626.97 has been assessed for 2022, an amount of \$86,626.97 has been paid.

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

Comments:

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$0

SITE VALUE: \$5,484,455

AMOUNT PAYABLE: \$0.00

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

Certificate No: 54064278

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 = \$91,328.60

Taxable Value = \$5,484,455

Calculated as \$27,975 plus (\$5,484,455 - \$3,000,000)
multiplied by 2.550 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 54064278

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

CARD



Ref: 54064278

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Contact Name Margaret Kay
Telephone 03 9628 6809
Our Ref. 24866454
Your Ref. 18 0001A

16 February 2022

Clyde Spring Developments Pty Ltd
C/- Hails Lawyers
Att: Winnie Lim
Via email: winnie.lim@hailles.com.au

Dear Winnie

Growth Areas Infrastructure Contribution (GAIC)

Thank you for your correspondence dated 27 January 2022 lodged in respect of the Notice of Approval of Staged Payment Arrangement (SPA 18 0001A) in place for the land a Hardys Road, Clyde North.

Please find enclosed Growth Areas Infrastructure Contribution Certificates of Partial Release **14630** and **14632**.

Thank you for the copy of proposed plan of subdivision, PS 846064E (version 5) and PS 902131G (version 1) which relate to this matter. Please find attached one G3 notifications for Land Use Victoria which will facilitate the lodgement of the proposed plan of subdivision detailed immediately above.

Please also find attached correspondence addressed to the Registrar of Titles which includes one covering letter and the applicable G2 Removal of Notification relating to the proposed plan of subdivision detailed above. Please be advised that this correspondence needs to be provided to Land Use Victoria when the proposed plan of subdivision is taken to be registered.

These notifications have been issued in respect of proposed plan of subdivision, PS 846064E (version 5) and PS 902131G (version 1). Should the version change the SRO must be provided with the updated plan for consideration.

Our records show an outstanding amount of \$36.20. Once the outstanding \$36.20 is paid no further GAIC will be collectable on the land known as Hardys Road, Clyde North. Payment details are available at <https://www.sro.vic.gov.au/growth-areas-infrastructure-contribution/make-gaic-payment>. Please forward a copy of the remittance advice to gaic@sro.vic.gov.au detailing that the payment relates to SPA Approval 18 0001A and payment 7 of that Approval.

I can confirm the we have received a total of \$2,978,040.90 which includes interest of \$62,616.67.

When stage 9 is ready for registrations please contact us, providing a copy of the proposed plan. This final stage will receive a Certificate of Release and a G2. The G2 notice will remove the GAIC notification from the title of the remaining land.

For more information relating to GAIC please visit our [website](#).

Should you have any queries, please contact us on 13 21 61 or via email at gaic@sro.vic.gov.au

Yours sincerely

A handwritten signature in black ink, appearing to be 'MK' or similar initials.

Margaret Kay

Branch Technical Officer

Land Revenue

Contact Name Margaret Kay
Telephone 03 9628 6809
Facsimile 03 9628 6856
Our Ref. 24866454

16 February 2022

Registrar of Titles
c/- Mr. Richard Jefferson
P.O. Box 500
EAST MELBOURNE VIC 3002

Dear Mr Jefferson

G2 Removal of Notification document

Growth Areas Infrastructure Contribution – Removal of Notification relating to Part Volume 12250 Folio 040

Please find enclosed one G2 Removal of Notification form in relation to the following land in accordance with section 201UC of the *Planning and Environment Act 1987*:

Part Volume 12250 Folio 040
Lot L, Plan of Subdivision, PS 846064E

Please remove the recording from the land described as proposed Resulting lots 801-841 inclusive, R-1, Res1 and Res2 only of plan of subdivision, PS 902131G as the Growth Areas Infrastructure Contribution (GAIC) has been addressed in full.

Please ensure the GAIC recording remains on proposed Lot N of plan of subdivision, PS 902131G.

Please contact me if you have any questions.

Yours sincerely



Margaret Kay
Branch Technical Officer
Land Revenue Branch

G2 Removal of Notification

Section 201UC Planning and Environment Act 1987
Use to notify the Registrar of removal of GAIC notification

Print Form

Privacy Collection Statement: The information from this form is collected by the Registrar of Titles and is used for the purpose of maintaining publicly searchable registers and indexes.

Read this before you start

- 1 Fill page 1 online
- 2 Print form single sided
- 3 Sign with a blue or black pen

Purpose

The applicant applies to the Registrar to remove a recording for the notification at item 2 to be removed from the land described at item 1.

1. What land is subject to GAIC?

Land Title 1

Volume Part 12250 Folio 040

Land Title 2

Volume Folio

Other Land Titles

Resulting lots 801-841 inclusive, Res 1, Res 2 and R1
of PS902131G

2. What is the notification number?

Number AJ543312J (08/12/2014)

3. Who is the applicant?

Growth Areas Authority Go to question 4
Commissioner of State Revenue Go to question 5

4. What is the reason for the removal of the recording (GAA use only)?

- the land is no longer in the contribution area.
- the application under section 201UB to record the notification was made in error.
- the land is not subject to liability for a growth areas infrastructure contribution.

Go to 6

5. What is the reason for the removal of the recording (SRO use only)?

- a certificate of release or partial release relating to the land has been issued, and:
- the SRO is satisfied that the growth areas infrastructure contribution imposed in respect of the land has been fully discharged.

Go to 6

6. Signature/s

Applicant - same as question 3



N. C. Wallis

Signature



NIGEL WALLIS

Name of Signatory

7. Date (dd/mm/yyyy)

18/02/2022

8. Does the lodging party have a customer code?

No Go to question 9

Yes What is the customer code? Reference

9. Lodging party details

Lodging party

Given Name(s)

Family Name/
Company Name

Phone

Address

No. Street

Suburb

Postcode

You may lodge this form in two ways:

1. In person

Level 9, 570 Bourke Street
Melbourne 3000

2. By mail

P.O. Box 500
East Melbourne 3002

G3 Notice that Transfer or Plan may Proceed

Section 201SZG Planning and Environment Act 1987

Use to notify the Registrar of land subject to GAIC

Print Form

Privacy Collection Statement: The information from this form is collected by the Registrar of Titles and is used for the purpose of maintaining publicly searchable registers and indexes.

Read this before you start

- 1 Fill page 1 online
- 2 Print form single sided
- 3 Sign with a blue or black pen

Purpose

The Commissioner of State Revenue notifies the Registrar of Titles that (as the case requires)—

- (a) an instrument of transfer relating to the land may be accepted for lodgment; or
- (b) the requirement under section 22(1)(g) of the **Subdivision Act 1988** has been met.

1. What land is subject to GAIC?

Land Title 1

Volume Part 12250 Folio 040

Land Title 2

Volume Folio

Other Land Titles

2. What is the GAIC notification number/date?

Number AJ543312J
Date 08/12/2014

3. Does this application relate to a transfer of land or a plan of subdivision?

- Transfer of Land Go to question 4
Plan of Subdivision Go to question 5

4. Who is the transferee?

Transferee 1

Given Name(s)
Family Name/
Company Name

Transferee 2

Given Name(s)
Family Name/
Company Name

- The Commissioner confirms that an instrument of transfer relating to the land described in item 1 to the above transferees may be accepted for lodgement.

Go to 6

5. Plan Details

Plan Number PS 902131G

- The Commissioner confirms that the requirement under section 22(1)(g) of the **Subdivision Act 1988** has been met.

6. Signature/s

SRO



Signature



Name of Signatory

7. Date (dd/mm/yyyy)

18/02/2022

8. Does the lodging party have a customer code?

No Go to question 9

Yes What is the customer code? Reference

9. Lodging party details

Lodging party

Given Name(s)
Family Name/
Company Name

Phone

Address

No. Street

Suburb Postcode

You may lodge this form in two ways:

1. In person

Level 9, 570 Bourke Street
Melbourne 3000

2. By mail

P.O. Box 500
East Melbourne 3002

Growth Areas Infrastructure Contribution (GAIC)

Certificate of Partial Release



Certificate ID: 14630

Issue date: 16 February 2022

PART 1 – DETAILS OF LIABLE PARTY

Clyde Spring Developments Pty Ltd
C/- Hails Lawyers
Att: Winnie Lim
Via email: winnie.lim@hailes.com.au

PART 2 – TITLE DETAILS

Land Address: Hardys Road, Clyde North 3978

Details of land:

Lot/Plan	L/PS 846064E
Vol/Fol	Part 12250/040
Municipality	Casey
Land type:	Type B1
Land area:	2.7475 ha

PART 3 – GAIC EVENT DETAILS

GAIC event:	Sale of land
GAIC event date:	16 September 2017
Staged payment approval reference:	18/0001A
Staged payment number:	6 (Stage 8)
Date of payment:	25 January 2022
Payment amount:	\$251,027.97

PART 4 – CERTIFICATION

The Commissioner of State Revenue (the Commissioner) confirms the liable party's liability to pay GAIC and any applicable interest has been partially released for the GAIC event relating to the land detailed above.

Paul Broderick
Commissioner of State Revenue

Notes

General

- The GAIC is a contribution on certain land in the growth areas of metropolitan Melbourne (see details at www.sro.vic.gov.au).
- GAIC is calculated per hectare.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit for substantive building works or a dutiable transaction relating to the land.

Certificate of Partial Release

- This confirms the liable party has been partially released from a GAIC liability for the land detailed in the certificate.
- A certificate is issued when a liable party has been given a staged payment approval for a plan of subdivision and has met the GAIC liability for one of the stages including any applicable interest.
- Upon the issue of a certificate, the Commissioner will notify the Registrar of Titles (the Registrar) that the GAIC notification may be removed for land relating to the stage of a plan of subdivision to which the certificate applies.

Certificate number

- This on the top right corner on the front of this certificate.
- Quoting it will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote this number in any correspondence

Preferred payment options



Electronic Funds Transfer

- Lodgement reference:
BSB: 033 222
Account Number: 170444
- Remittance advice to be sent by email to finance@sro.vic.gov.au or fax to **03 9628 6857**

For more GAIC information please contact the State Revenue Office

By Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856
Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 29, 35 Collins Street, MELBOURNE VIC 3000	Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623

PROPERTY REPORT

From www.planning.vic.gov.au at 13 April 2022 09:50 AM

PROPERTY DETAILS

Address: **230S HARDYS ROAD CLYDE NORTH 3978**
Lot and Plan Number: **Lot C PS800931**
Standard Parcel Identifier (SPI): **C\PS800931**
Local Government Area (Council): **CASEY** www.casey.vic.gov.au
Council Property Number: **162193**
Directory Reference: **Melway 135 B4**

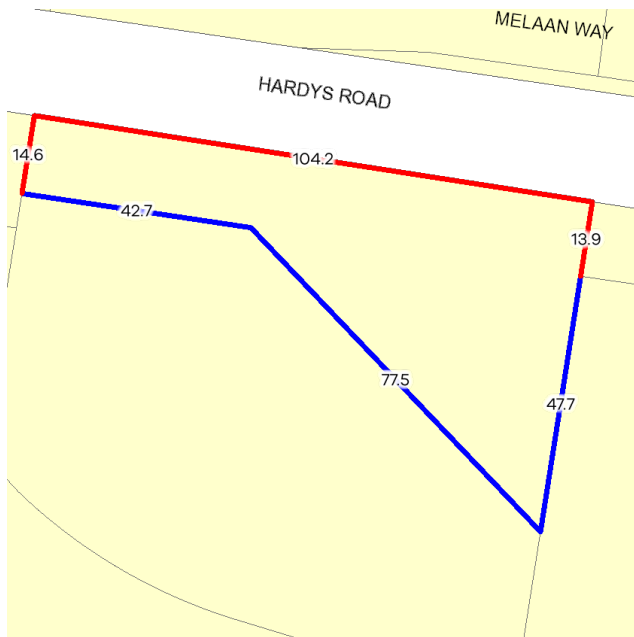
Note: There are 3 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 2952 sq. m

Perimeter: 301 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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: **BASS**

PLANNING INFORMATION

Planning Zone: [URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)

Planning Overlay: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 \(DCPO15\)](#)

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

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

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 7 April 2022.

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 <https://mapshare.maps.vic.gov.au/vicplan>

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

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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>

Area Map



From www.planning.vic.gov.au at 13 April 2022 09:50 AM

PROPERTY DETAILS

Address: **230S HARDYS ROAD CLYDE NORTH 3978**
 Lot and Plan Number: **Lot C PS800931**
 Standard Parcel Identifier (SPI): **C\PS800931**
 Local Government Area (Council): **CASEY**
 Council Property Number: **162193**
 Planning Scheme: **Casey**
 Directory Reference: **Melway 135 B4**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

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: **BASS**

OTHER

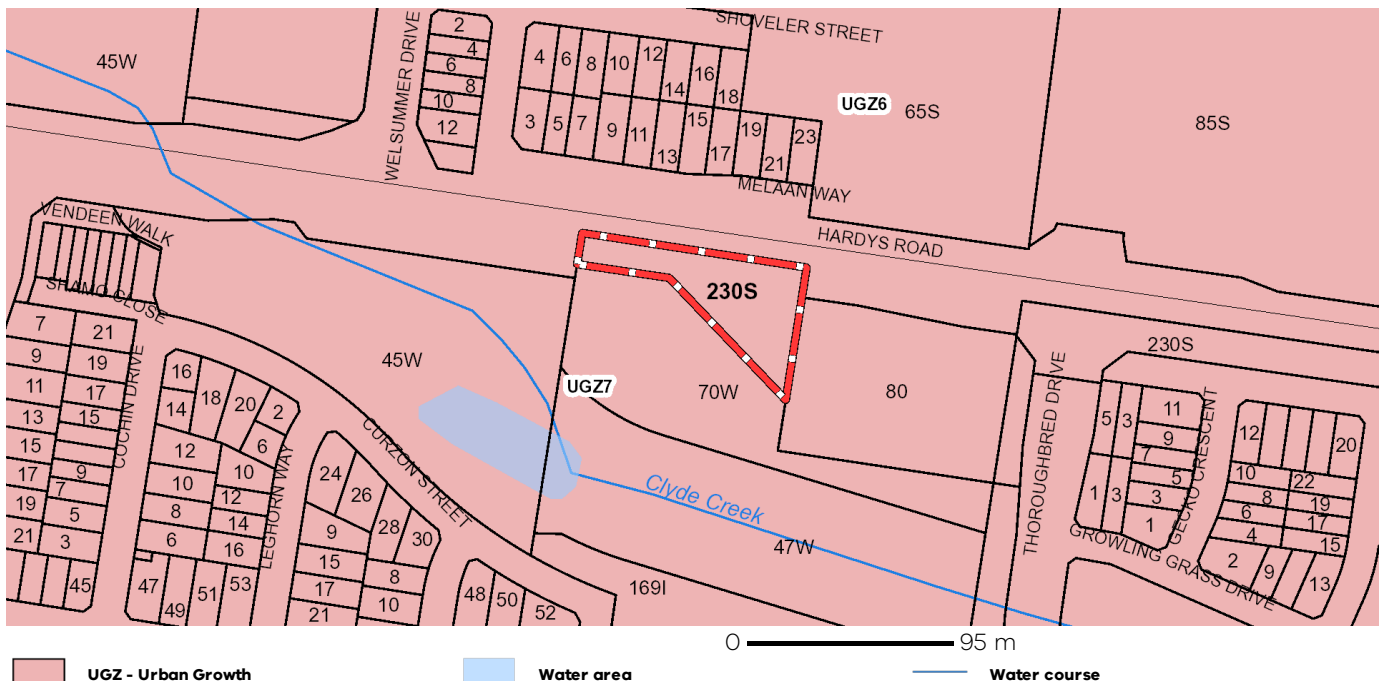
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)



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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

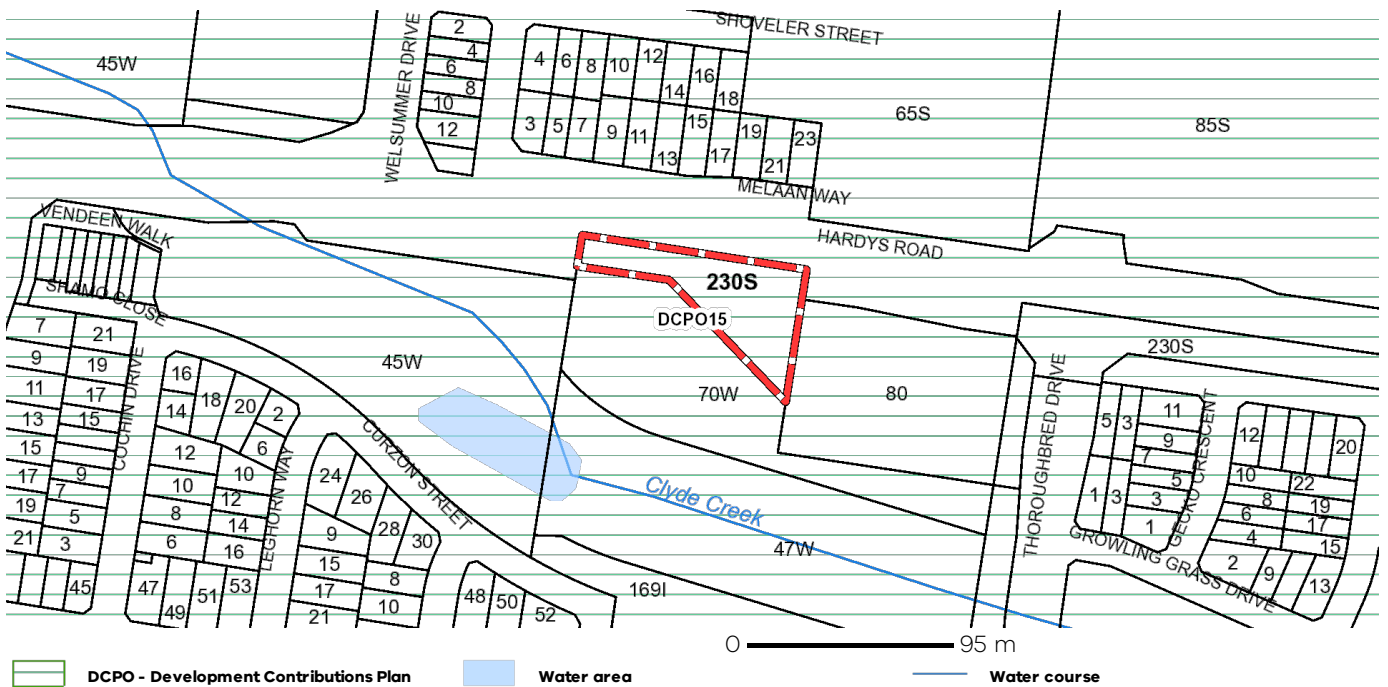
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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 Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

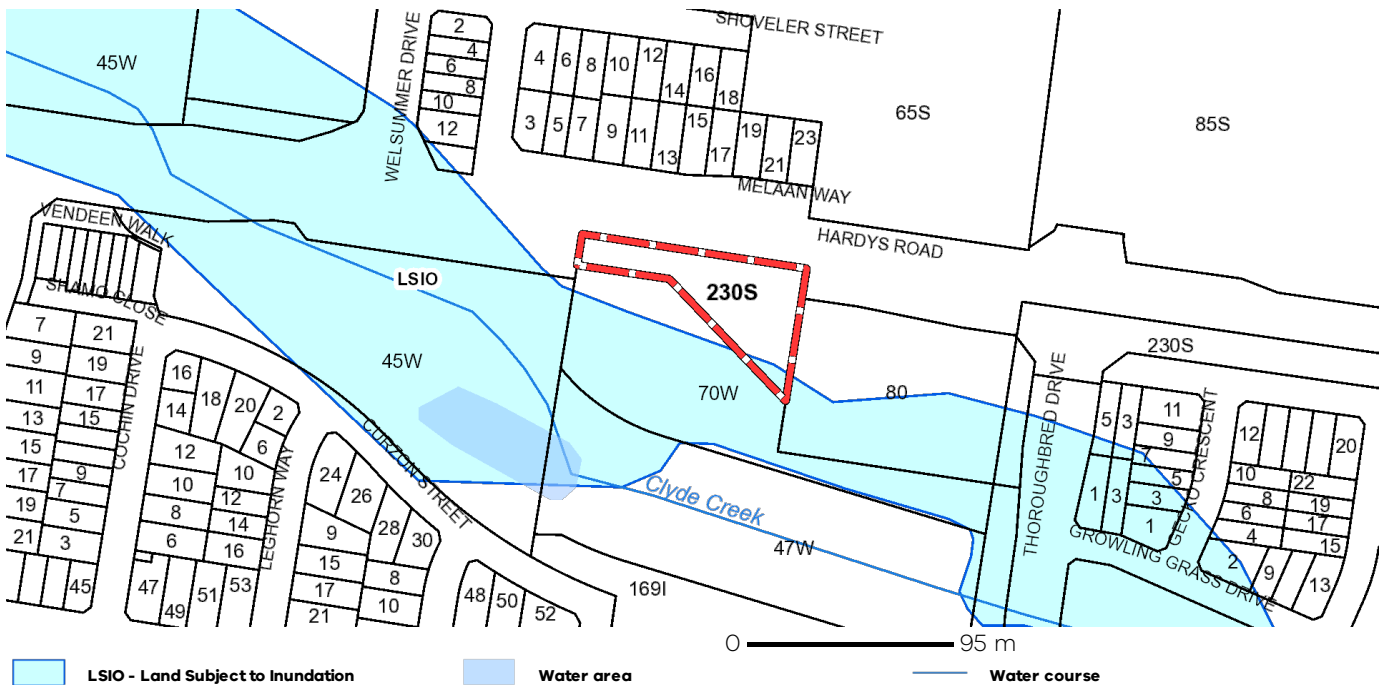
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 (DCPO15)



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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

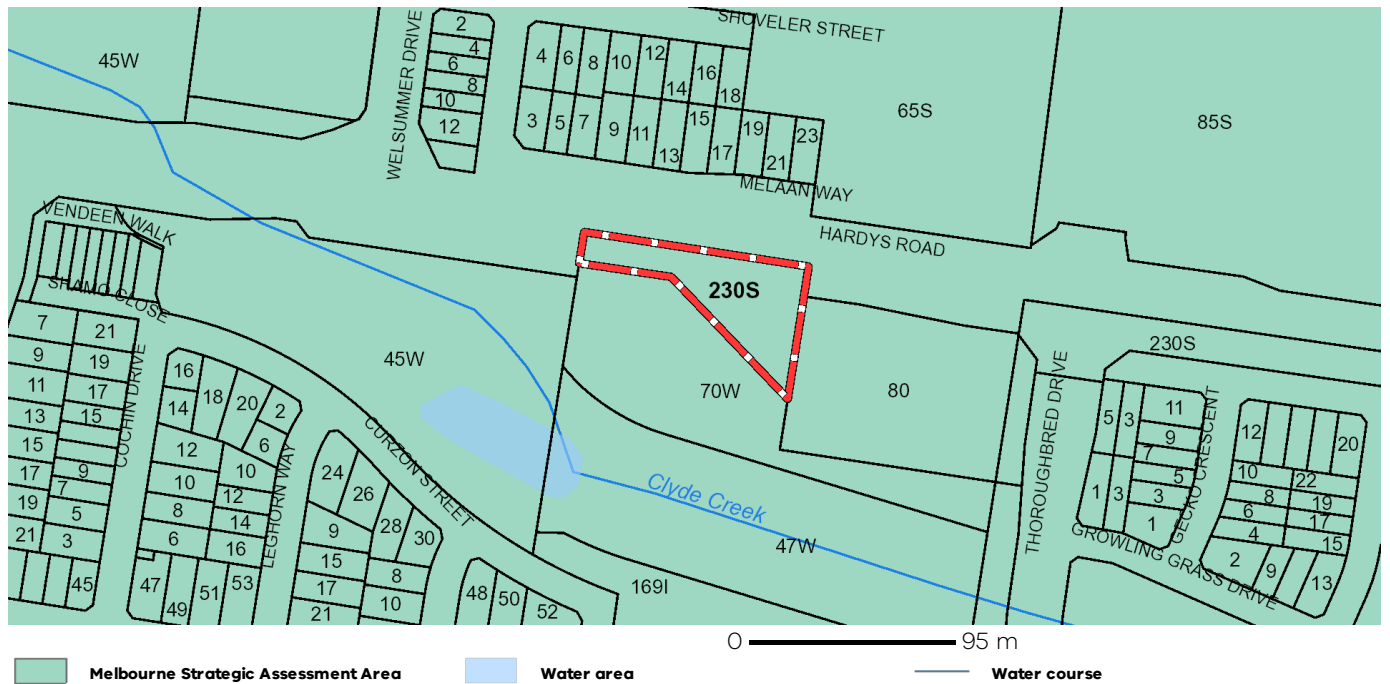
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

Melbourne Strategic Assessment

This 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>



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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 7 April 2022.

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>

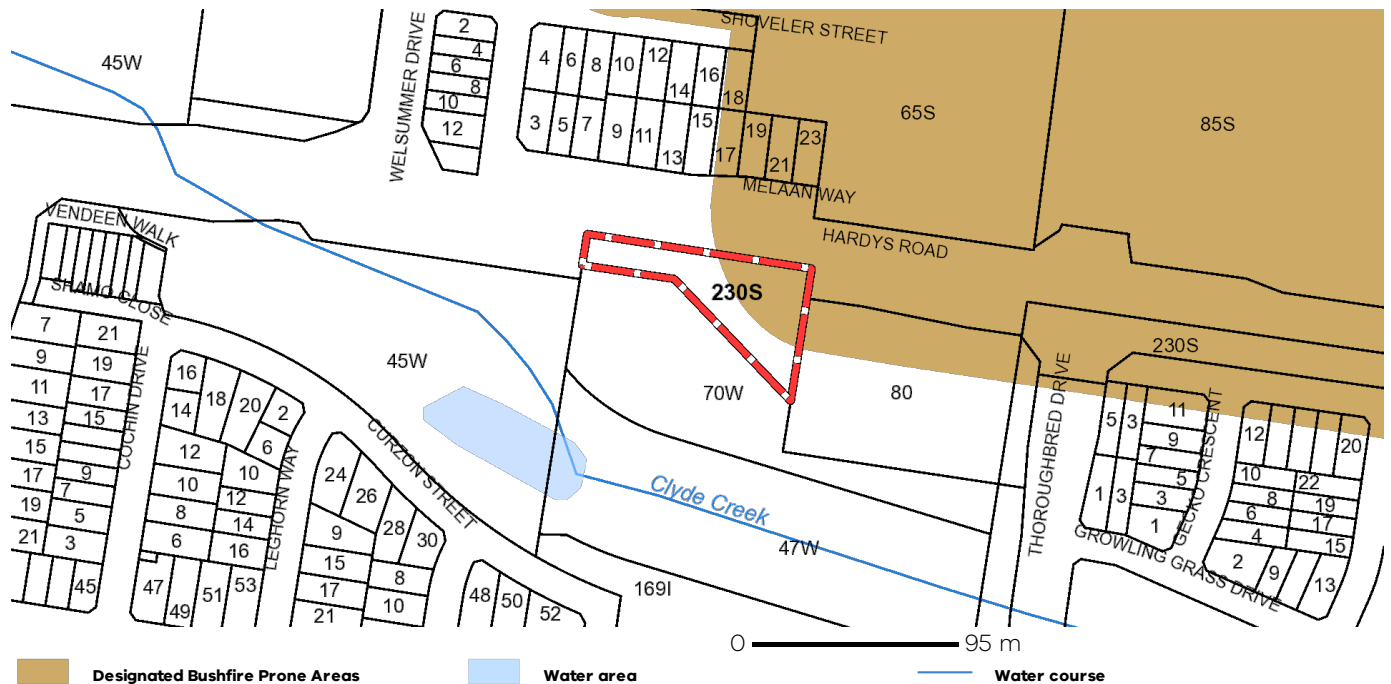
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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 <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hailes Lawyers C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 92197

NO PROPOSALS. As at the 18th February 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®.

230S HARDYS ROAD, CLYDE NORTH 3978
CITY OF CASEY

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: 18th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45610916 - 45610916153918 '92197'

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: 230S HARDYS ROAD
SUBURB: CLYDE NORTH
MUNICIPALITY: CASEY

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 135 Reference C4
Melways 40th Edition, Street Directory, Map 135 Reference B4
Melways 40th Edition, Street Directory, Map 135 Reference B3

DATE OF SEARCH: 18th February 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

[Extract of Priority Sites Register] # 45610916 - 45610916153918
'92197'



Extract of EPA Priority Site Register

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

Sites Register, please contact EPA as given below:

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



CLYDE SPRINGS DEVELOPMENTS PTY LTD
C/- MICHELLE PARKER
17 LAURA STREET
ASPENDALE VIC 3195

Our reference: 7117174976042
Phone: 13 28 66
23 July 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410403113179
Vendor name	CLYDE SPRINGS DEVELOPMENTS PTY LTD
Previous Vendor name	
Vendor address	1250 BALLARTO ROAD CRANBOURNE EAST VIC 3977
Clearance Certificate Period	23 July 2020 to 23 July 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

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.