berwickwaters::

contract of sale

Stage 5 – Lot number:

the pride of the south-east.

Russell Kennedy Lawyers

FRASERS PROPERTY

CONTRACT OF SALE OF REAL ESTATE

Honour Village, Stage 5

Lot on PS812433Q Berwick Waters, Clyde North

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CONTRACT OF SALE OF REAL ESTATE

Property Address: Lot on PS812433Q, Berwick Waters, Clyde North

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;
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT.

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....

on

Print name of person signing .....

State nature of authority (if applicable) .....

(e.g. "Director, Attorney under power of attorney dated the .")

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

SIGNED BY THE VENDOR .....

on

Print name of person signing Tod O'Dwyer / Craig Muse/ Sarah Bloom / Anthony Boyd / Alex Newell / Jill Lim / Theo Della Bosca / Penelope Dabner under power of attorney dated 30 August 2019

State nature of authority (if applicable) Signed for and on behalf of Frontlink Pty Ltd by .....', an authorised substitute attorney of Frontlink Pty Ltd's attorney Australand Residential No. 156 Pty Ltd (formerly known as Australand Industrial No. 156 Pty Ltd and appointed pursuant to power of attorney dated 14 September 2007) pursuant to power of attorney dated 30 August 2019

SIGNED BY THE DEVELOPER .....

on

Print name of person signing Tod O'Dwyer / Craig Muse/ Sarah Bloom / Anthony Boyd / Alex Newell / Jill Lim / Theo Della Bosca / Penelope Dabner under power of attorney dated 30 August 2019

State nature of authority (if applicable)

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: **Oliver Hume Real Estate Group Pty Ltd**

Address**:** Level 2, 4 Riverside Quay, Southbank, Victoria 3006

Telephone: 9669 5999 Fax: 9669 5995 DX Email:

VENDOR

Name: **Frontlink Pty Ltd ACN 074 034 496**

Address**:** C/- Level 9, 484 St Kilda Road, Melbourne 3004

VENDOR'S LAWYER OR CONVEYANCER

Name: **Russell Kennedy Pty Ltd** Ref: NBW

Address**:** Level 12, 469 La Trobe Street, Melbourne, 3000

Telephone 9609 1555 Fax: 9609 1600 DX 494 Email: nwlasiuk@rk.com.au

DEVELOPER

Name: **Australand Residential No. 156 Pty Ltd ACN 107 356 543**

Address**:** Level 3, 1C Homebush Bay Drive, Rhodes, NSW 2138

PURCHASER

Name:

Address**:**

Telephone: Email:

Is the purchaser registered for GST? Yes ☐ No ☐

If yes, is the purchaser carrying on the purchaser's business or enterprise (being a creditable purpose) in buying the land? Yes ☐ No ☐

If there is more than one party named as Purchaser, the parties will hold the Property in the following manner (tick as applicable):

Joint tenants ☐ Tenants in common ☐ in the following respective shares:

_____ % _____ % _____ %

IDENTIFICATION REQUIREMENTS

A copy of any one of the following has been provided to the Vendor (tick as applicable):

Australian driver's licence ☐ Birth certificate ☐

Australian citizenship certificate ☐ Passport* ☐ (*Foreign purchasers must provide copy)

PURCHASER'S LAWYER OR CONVEYANCER

Name: Ref:

Address:

Telephone: Fax: DX Email:

PROPERTY ADDRESS

Address: the land together with any improvements known as Lot on Plan of Subdivision PS812433Q, Berwick Waters, Clyde North

Project Stage: Honour Village Stage 5

LAND

The land is described in the attached copy title(s) and plan(s) as:

Certificate of title volume folio or

Lot on proposed plan of subdivision no. PS812433Q ("**Plan**") being part of the land in certificate of title volume 4024 folio 689

and includes all improvements and fixtures

GOODS SOLD WITH THE LAND (List or attach schedule)

Nil

PAYMENT

Price	$	
Deposit	$	being 10% of the price, of which $_____ was paid on _____ ("**Initial Deposit**"), with the balance payable on the execution of this contract by the purchaser or within _____ from the date of this contract
Balance	$	payable at settlement

GST (refer to Special Condition 18)

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

inclusive of GST

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

not applicable

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

margin scheme

SETTLEMENT

is due on _____

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

- the above date; and
- 14 days/6 months after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

  For Builders: Please insert the date and delete 14 days

  For all others: Please insert the date and delete 6 months

LEASE

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

not applicable

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

not applicable

TERMS CONTRACT

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

not applicable

LOAN

Lender –

Loan being not less than $ and no greater than $

Approval Date / /

FOREIGN INTEREST

Is the Purchaser a Foreign Interest?

☐ Yes ☐ No

If the Purchaser is a Foreign Interest, has the Purchaser obtained FIRB approval?

☐ Yes ☐ No

For the purposes of this contract, "Foreign Interest" means a foreign person as defined in the *Foreign Acquisitions and Takeovers Act 1975* and includes a person deemed to be a foreign person pursuant to section 54(7) of the Act.

SPECIAL CONDITIONS

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

Special Conditions

If the contract is subject to '**Special Conditions**' then particulars of the Special Conditions are attached.

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law (Victoria)* and Special Condition 58 applies, if "**EC**" is inserted in the box below.

EC

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the 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 *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980.*

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 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 adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by—

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to 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.

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SPECIAL CONDITIONS

1 DEFINITIONS

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

1.1 "**ASIC**" means the Australian Securities & Investments Commission.

1.2 "**ATO**" means the Australian Taxation Office.

1.3 "**Bank**" means an authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth).

1.4 "**Bank Guarantee**" means an unconditional and irrevocable bank guarantee issued by Citibank Limited, Westpac Banking Corporation, St George Bank Limited, National Australia Bank Limited, Commonwealth Bank of Australia Limited, Bankwest, Australia and New Zealand Banking Group Limited, HSBC Bank Australia, Macquarie Bank Limited or Suncorp Metway Ltd or such other financial institution approved by the Vendor from time to time, in a form and on terms which are acceptable to the Vendor in its absolute discretion.

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

1.6 "**Claim**" includes:

1.6.1 any claim, objection, requisition, notice, demand, action, proceeding, litigation, investigation or judgment, whether based in contract, tort, statute or otherwise;

1.6.2 any delay in Settlement or rescission or termination of this Contract or attempt to do so;

1.6.3 the Purchaser requiring the Vendor to take or refrain from taking any action; and

1.6.4 the Purchaser withholding any part of the Price.

1.7 "**Clearance Certificate**" means a certificate issued under section 14-220 of Schedule 1 to the TAA.

1.8 "**Commissioner**" has the meaning given in the TAA.

1.9 "**Concept Plan**" means the concept plan attached to the Vendor's Statement.

1.10 "**Contaminant**" includes all materials, pollutants, contaminants and substances that make or may make the Property:

1.10.1 polluted as defined in the *Environment Protection Act 1970* (Vic);

1.10.2 poisonous or noxious;

1.10.3 poisonous, noxious, offensive, harmful or potentially harmful to human beings, animals, birds or wildlife, plants or vegetation;

1.10.4 degraded in any way; or

1.10.5 not comply with any Law including any Environmental Law.

1.11 "**Contract**" means this contract of sale of real estate, including the Particulars of Sale, General Conditions, Special Conditions, Schedules and annexures (if any) and attachments to this contract.

1.12 "**Corporations Act**" means the *Corporations Act 2001* (Cth).

1.13 "**Council**" means Casey City Council.

1.14 "**Default Interest**" means interest calculated at the rate of 2% above the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).

1.15 "**Deposit Bond**" means an unconditional and irrevocable deposit bond issued by Aussie Bonds Australia Pty Ltd, Deposit Bonds Australia Pty Limited or Deposit Underwriters Pty Limited all underwritten by QBE Insurance (Australia) Ltd, or by such other insurer approved by the Vendor from time to time, in a form and on terms which are acceptable to the Vendor in its absolute discretion.

1.16 "**Design and Siting Guidelines**" means the design and siting guidelines in the form or substantially in the form of those attached to the Vendor's Statement or as provided by the Vendor to the Purchaser from time to time.

1.17 "**Development Land**" means all the land described in certificate of title volume 4024 folio 689 including any lot, reserve, road or otherwise created upon subdivision of that land.

1.18 "**Due Date for Settlement**" means the date provided for in the Particulars of Sale for payment of the Balance.

1.19 "**Due Diligence Checklist**" means the due diligence checklist defined in Section 33A of the *Sale of Land Act 1962* (Vic).

1.20 "**ECN Law**" means the *Electronic Conveyancing National Law (Victoria)*.

1.21 "**Environmental Law**" means any Law relating to the environment or occupational, health and safety matters or regulating or imposing liability or standards of conduct concerning any substance or material.

1.22 "**Finished Surface Levels Plan**" means the layout plan attached to the Vendor's Statement.

1.23 "**FIRB**" means the Foreign Investment Review Board.

1.24 "**FIRB Application**" means a notice of the Purchaser's intention to purchase the Property made and delivered pursuant to the Takeovers Act in the prescribed form and in accordance with any current guidelines or policies regarding Australian foreign investment policy.

1.25 "**FIRB Approval**" means the decision made by or on behalf of the Treasurer under the Takeovers Act to the effect that the Commonwealth Government does not object to the transactions contemplated by this Contract, either unconditionally or subject to conditions.

1.26 "**FIRB Approval Date**" means the date which is 50 days after the Day of Sale.

1.27 "**Foreign Interest**" means a foreign person as defined in the Takeovers Act and includes a person deemed to be a foreign person pursuant to section 54(7) of the Takeovers Act.

1.28 "**GAIC**" means the growth areas infrastructure contribution pursuant to the GAIC Law.

1.29 "**GAIC Law**" means Part 9B and any other applicable parts of the *Planning and Environment Act 1987* (Vic) and any regulations in relation to GAIC.

1.30 "**General Conditions**" means the general conditions included in this Contract.

1.31 "**Government Agency**" means any:

1.31.1 government or government department or other body;

1.31.2 governmental, semi-governmental, municipal, administrative, statutory or judicial person, body or authority; and

1.31.3 a person (whether autonomous or not) charged with administration of any applicable Law.

1.32 "**GST**" has the same meaning as defined in the GST Law and also includes penalties and interest.

1.33 "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

1.34 "**GST Law**" has the same meaning as defined in the GST Act.

1.35 "**GST Settlement Notification Form**" means the notification given by the Purchaser to the Commissioner that an amount of GST was withheld at Settlement and paid to the Commissioner.

1.36 "**GST Withholding Amount**" means the amount that the Purchaser is required to withhold on account of GST from the Price and pay to the Commissioner as notified by the Vendor in the GST Withholding Notice.

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

1.38 "**Guarantee**" means the guarantee and indemnity in the form attached to this Contract.

1.39 "**Guarantor**" means the person(s) named in the Guarantee as guarantor.

1.40 "**Insolvency Event**" means:

1.40.1 if the party is a natural person, the party:

(a) dies or ceases to be of full legal capacity or otherwise becomes incapable of managing the party's own affairs; or

(b) becomes insolvent under administration (as the terms is defined in the Corporations Act);

1.40.2 if the party is a corporation, the party:

(a) is placed under administration;

(b) is placed in liquidation or provisional liquidation;

(c) has a controller (as defined in the Corporations Act) or analogous person appointed to that party or any of that party's property;

(d) enters into an arrangement, composition or compromise with, or assignment for the benefit of, any of that party's creditors or any class of them;

(e) as a result of section 459F(1) of the Corporations Act, is taken to have failed to comply with a statutory demand; or

(f) lodges an application for that party's voluntary deregistration with ASIC or is subject to any actions by ASIC to initiate the deregistration of that party,

or any analogous event under the laws of any applicable jurisdiction.

1.41 "**Interest**" means interest earned on the Deposit less any taxes, duties, fees, costs and charges.

1.42 "**Law**" means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the Land.

1.43 "**Loss**" means any liability, charge, claim, loss, damage, expense or cost including any legal costs on a solicitor/client basis.

1.44 "**Online Duties Form**" means the digital form introduced and imposed by the SRO for the purpose of assessment of duty on transfers of land.

1.45 "**Particulars of Sale**" means the particulars of sale in this Contract.

1.46 "**Personal Information**" has the meaning given to it in the Privacy Act.

1.47 "**Plan**" means Plan of Subdivision PS812433Q a copy of which is annexed to the Vendor's Statement.

1.48 "**Planning Controls**" means the planning scheme, overlays, planning permits and other planning controls imposed by any Law or any regulation of any Government Agency (including any municipal council) which apply to, from time to time, the use or development of the Land or the Development Land.

1.49 "**Planning Permit**" means planning permit PlnA00048/16 issued by the Council on 27 April 2017 or any other planning permit issued for the use and/or development of the Development Land, or any part of the Development Land of which the Land is a part, issued by the Council (as amended from time to time).

1.50 "**Privacy Act**" means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

1.50.1 any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and

1.50.2 the Australian Privacy Principles under the Privacy Act.

1.51 "**Property**" means the Land and any improvements on the Land.

1.52 "**Purchaser's Warranties**" means the Purchaser's warranties referred to in Special Condition 17.1.

1.53 "**Purchaser Withholding Notification Form**" means the notification that the Purchaser is required to make in the approved form under section 16-150(2) of Schedule 1 to the TAA.

1.54 "**Related Body Corporate**" means the same as "Related Body Corporate" means in the Corporations Act.

1.55 "**Replacement Restrictive Covenant**" means the restrictive covenant created or to be created pursuant to Special Condition 35.

1.56 "**Representatives**" means all employees, agents, officers and successors in title of the relevant party.

1.57 "**Responsible Authority**" means the responsible authority under the Casey Planning Scheme in respect of the Land.

1.58 "**Restrictions**" means the restrictions, building envelopes and the building envelope profiles forming part of the Plan, some or all of which may be included in a Memorandum of Common Provisions incorporated into the Plan, a copy of which current form is set out in the Plan (and Memorandum of Common Provisions, if applicable) attached to the Vendor's Statement. If Replacement Restrictive Covenants are required then such covenants also constitute Restrictions.

1.59 "**Sales Material**" means any marketing and/or sales publications, price lists, Concept Plans, any other plans, and advertisements issued by or on behalf of the Vendor or any Related Body Corporate.

1.60 "**Schedule**" means a schedule to this Contract.

1.61 "**Section 173 Agreement**" means an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic).

1.62 "**Settlement**" means:

1.62.1 the provision of:

(a) vacant possession; or

(b) receipt of the rents and profits,

1.62.2 of the Property to the Purchaser; and

1.62.3 the acceptance of title and payment by the Purchaser of the Price and all other money due to the Vendor under this Contract.

1.63 "**Settlement Date**" means the date Settlement occurs.

1.64 "**Special Conditions**" means the special conditions included in this Contract.

1.65 "**Subscriber**" means a subscriber for the purposes of the ECN Law.

1.66 "**SRO**" means the Victorian State Revenue Office.

1.67 "**TAA**" means the *Taxation Administration Act 1953* (Cth).

1.68 "**Takeovers Act**" means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and includes any policies published by FIRB from time to time.

1.69 "**Treasurer**" means the Treasurer of the Commonwealth of Australia, or such other person or entity authorised to make a decision under the Takeovers Act with respect to the Purchaser's acquisition of the Property.

1.70 "**Transfer**" means the instrument of transfer of land to the Purchaser.

1.71 "**Vendor's Lawyers**" means Russell Kennedy Pty Ltd of Level 12, 469 La Trobe Street, Melbourne.

1.72 "**Vendor's Statement**" means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic), which the purchaser acknowledges having received prior to execution of this contract.

1.73 "**Workspace**" means an electronic workspace generated by the Electronic Lodgement Network (as defined under the ECN Law).

2 INTERPRETATION

In this Contract, unless the context otherwise requires:

2.1 A reference to:

2.1.1 the singular includes the plural and vice versa;

2.1.2 words that suggest one gender include other genders;

2.1.3 a document or instrument, including this Contract, includes that document or instrument as novated, altered or replaced;

2.1.4 a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal identity and any executor, administrator or successor in law of that person;

2.1.5 a party includes that party's substitutes and assigns provided that the substitution or assignment complies with this Contract and is effective under any applicable law;

2.1.6 anything includes any part of it; and

2.1.7 a statute, code or other Law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them.

2.2 Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.3 All monetary amounts are in Australian dollars.

2.4 Headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Contract.

2.5 Any word or expression that is defined in the GST Law has the same meaning in this Contract.

2.6 Any reference to the *Estate Agents (Contracts) Regulations 2008* is a reference to those Regulations as in force prior to 11 August 2018.

3 GENERAL CONDITIONS DELETED OR AMENDED

3.1 General Conditions 5.1 (Transfer) and 10.3 (Settlement) are deleted and replaced with Special Condition 15.

3.2 General Condition 8 (Builder warranty insurance) is deleted.

3.3 General Conditions 12.2 and 12.3 (Stakeholding) are deleted and replaced with Special Condition 7.

3.4 General Condition 13 (GST) is deleted and replaced with Special Condition 18.

3.5 General Condition 14 (Loan) is deleted and replaced with Special Condition 9.

3.6 General Condition 15 (Adjustments) is deleted and replaced with Special Condition 22.

3.7 General Condition 16.2 (Time) is deleted and replaced with Special Condition 49.

3.8 General Condition 18 (Nominee) is deleted and replaced with Special Condition 5.

3.9 General Condition 20 (Guarantee) is deleted and replaced with Special Condition 4.

3.10 General Condition 21 (Notices) is deleted and replaced with Special Condition 24.

3.11 General Condition 22 (Inspection) is deleted and replaced with Special Condition 48.

3.12 General Condition 24 (Loss or damage before Settlement) is deleted and replaced with Special Condition 11.

3.13 General Conditions 25 (Breach) and 26 (Interest) are deleted and replaced with Special Condition 10.

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

> "an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property."

4 GUARANTEE

4.1 Corporate purchaser

If the Purchaser is or includes a corporation or trustee or the Purchaser wishes to nominate another party to be the substitute or additional purchaser and that party

is or includes a corporation or a trustee, the Purchaser must deliver to the Vendor the Guarantee:

4.1.1 at the same time as the Purchaser executes this Contract; or

4.1.2 at the same time as the Purchaser nominates another party to be the substitute or additional purchaser.

4.2 **Exclusions**

Special Condition 4.1 does not apply if the shares of the corporation are listed on the Australian Stock Exchange Ltd.

4.3 **Execution of Guarantee**

4.3.1 Where the Purchaser or a nominee of the Purchaser is or includes a corporation, the Guarantee must be executed by all of the directors of the Purchaser and of any nominee of the Purchaser.

4.3.2 Where the Purchaser is or includes a corporate trustee, the Guarantee must be executed by all directors of the corporate trustee and the principal beneficiaries of the trust.

4.3.3 Where the Purchaser is or includes a trustee, the Guarantee must be executed by the trustee and the principal beneficiaries of the trust.

4.4 **Failure to provide Guarantee**

If the Purchaser does not deliver the Guarantee as required by this Special Condition within the time set out in Special Condition 4.1, the Vendor may rescind this Contract and retain the Deposit and any Interest.

5 NOMINATION

5.1 **Nomination**

5.1.1 The Purchaser must not:

(a) nominate a substitute or additional purchaser; or

(b) assign this Contract or any right under it,

except as provided for in this Special Condition.

5.1.2 The Purchaser shall not be entitled to nominate a Foreign Interest unless that Foreign Interest has already obtained approval from FIRB to be bound by this Contract by nomination.

5.2 **Timing and Process**

The Purchaser may nominate a substitute or additional purchaser if the Purchaser, at the Purchaser's expense:

5.2.1 gives the Vendor notice in writing of the Purchaser's intention at least 10 days before the Due Date for Settlement;

5.2.2 complies with Special Conditions 4 and 5; and

5.2.3 documents and completes the nomination or substitution to the reasonable satisfaction of the Vendor.

5.3 **Disclosure and indemnity**

5.3.1 The original Purchaser and any substitute or additional purchaser must fully and truthfully disclose the details of the substitution to the State Revenue Office or other relevant Government Agency.

5.3.2 The original Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

5.3.3 The original Purchaser and any substitute or additional purchaser must indemnify hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor, the Representatives of the Vendor or the Vendor's Lawyers pay, suffer, incur or are liable for as a result of any breach of this Special Condition.

5.4 **Continuation of acts**

The acts and omissions of the Vendor and the original Purchaser continue to bind the Vendor and the nominee respectively. The Vendor must treat the Deposit paid by the original Purchaser as Deposit money paid by the nominee.

6 ACKNOWLEDGMENTS BY PURCHASER

6.1 ***Sale of Land Act 1962*** **(Vic)**

6.1.1 The Purchaser received a copy of the Vendor's Statement before signing the Contract.

6.1.2 The Purchaser acknowledges and agrees that a Due Diligence Checklist was made available to the Purchaser from the time the Land was offered for sale in the manner described in section 33B(6) of the *Sale of Land Act 1962* (Vic).

6.2 ***Estate Agents Act 1980*** **(Vic)**

6.2.1 The Purchaser received a copy of the Contract before paying any money or signing the Contract or any other document in relation to the Purchaser's purchase of the Property.

6.2.2 Neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser about obtaining a loan to defray some or all of the Price.

6.3 **Vendor's legitimate commercial interests**

The Purchaser acknowledges and agrees that all of the provisions of this Contract are reasonable and are necessary to protect the Vendor's legitimate commercial interest in providing the Vendor with sufficient flexibility in relation to design and construction changes and compliance with the requirements of any Government Agency.

7 DEPOSIT

7.1 Payment

The Purchaser must pay the Deposit to the Vendor's Lawyers to be held by the Vendor's Lawyers on trust as a stakeholder for the parties until the earlier of:

7.1.1 the Settlement Date; or

7.1.2 the release of the Deposit under the *Sale of Land Act 1962* (Vic).

7.2 Investment

The Vendor and Purchaser authorise the Vendor's Lawyers to lodge the Deposit (at the option of the Vendor's Lawyers) either:

7.2.1 with a Bank as an unsecured deposit in the name of the Vendor's Lawyers in its capacity as stakeholder in a controlled money account authorised by the *Legal Profession Uniform Law* (Victoria); or

7.2.2 in the general trust account of the Vendor's Lawyers.

7.3 Entitlement to Deposit

The Interest is the absolute property of the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If the Purchaser becomes entitled to a refund of the Deposit, the Purchaser also becomes entitled to the Interest.

7.4 Giving effect to this Special Condition

The Vendor and Purchaser must do all things necessary, including providing the relevant tax file numbers, to enable the Vendor's Lawyers to do the following:

7.4.1 open the account specified in Special Condition 7.2.1; and

7.4.2 withdraw the Deposit and the Interest.

7.5 Deposit release authorisation

Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1) of that Act, the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

8 DEPOSIT BY BANK GUARANTEE OR DEPOSIT BOND

8.1 Payment by Bank Guarantee or Deposit Bond

The Deposit must be paid by the Purchaser in cash or by cheque drawn on an Australian Bank. However, if the Vendor agrees, payment of all or part of the Deposit may be secured by means of:

8.1.1 a Bank Guarantee; or

8.1.2 a Deposit Bond.

8.2 **Payment at Settlement**

If the Purchaser secures payment of the Deposit or any part of it by way of a Bank Guarantee or Deposit Bond in accordance with Special Condition 8.1, then, Settlement must take place on the basis that the Purchaser must pay to the Vendor 100% of the Price (less any amount of the Deposit paid in cash or by cheque) by way of cash or bank cheque in accordance with the terms of this Contract. Upon receipt of the cash or bank cheque at Settlement, the Vendor must return to the Purchaser the Bank Guarantee or Deposit Bond (as the case may be).

8.3 **Term of Bank Guarantee or Deposit Bond**

If the Purchaser secures payment of all or part of the Deposit by way of a Bank Guarantee or a Deposit Bond, the term of the Bank Guarantee or Deposit Bond must be for a period of at least 39 months from the Day of Sale.

8.4 **Replacement Bank Guarantee or Deposit Bond**

If the Vendor, in its absolute discretion, accepts a Deposit Bond or Bank Guarantee that has an expiry date which is less than 39 months from the Day of Sale, the Purchaser must deliver a replacement Deposit Bond or Bank Guarantee to the Vendor no later than 45 days before the expiry date.

8.5 **Insolvency of issuer**

Should an Insolvency Event occur in relation to the party who has issued the Deposit Bond or Bank Guarantee, the Purchaser must deliver a replacement Deposit Bond or Bank Guarantee to the Vendor within 7 days of the Vendor's request for such a replacement.

8.6 **Purchaser's default**

Subject to General Condition 27, if the Purchaser is in default under any provision of this Contract and does not remedy the default, then, the Vendor will be entitled to:

8.6.1 rescind this Contract; and

8.6.2 exercise its rights under the Bank Guarantee or Deposit Bond (as the case may be).

For the avoidance of doubt, the Vendor confirms that it may only exercise its rights under the Bank Guarantee or Deposit Bond if the Contract has been rescinded.

8.7 **Compliance with *Sale of Land Act 1962***

The Vendor and Purchaser agree that the moneys paid out from the Bank Guarantee or Deposit Bond, including any replacement of that Bank Guarantee or Deposit Bond, are deemed to form all or part (as the case may be) of the cash Deposit under this Contract, and must be dealt with in accordance with the terms of this Contract and the *Sale of Land Act 1962*.

9 LOAN

9.1 Contract subject to loan approval

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.

9.2 Loan not approved

The Purchaser may end the Contract if the loan is not approved by the Approval Date, but only if the Purchaser:

9.2.1 immediately applied for the loan; and

9.2.2 did everything reasonably required to obtain approval of the loan; and

9.2.3 serves written notice ending the Contract on the Vendor on or before the Approval Date or any later date allowed by the Vendor ("**Notice**"); and

9.2.4 attaches to the Notice written evidence from the Lender which:

(a) is dated and on the Lender's letterhead;

(b) identifies the Purchaser and the Property; and

(c) sets out the Loan Amount applied for and states that the loan has not been approved; and

9.2.5 is not in default under any other condition of this Contract when the Notice is given.

9.3 Refund of Deposit

All monies paid by the Purchaser must be immediately refunded to the Purchaser if the Contract is ended in accordance with this Special Condition.

10 DEFAULT

10.1 Costs on default

If the Purchaser breaches this Contract, without limiting any other rights or remedies the Vendor may have against the Purchaser, the Purchaser must pay or reimburse the Vendor on demand:

10.1.1 all costs, charges and expenses incurred, whether directly or indirectly, by the Vendor as a result of the breach, including any legal costs on a solicitor and client basis; and

10.1.2 any other money payable under this Contract.

10.2 Interest on default

If the Purchaser defaults in payment of any money due under this Contract, the Purchaser must pay to the Vendor Default Interest on the money overdue during

the period of default without the need for any demand and without prejudice to any other rights of the Vendor.

10.3 **Insolvency**

10.3.1 If an Insolvency Event occurs in respect of the Purchaser, a Guarantor or a Related Body Corporate of the Purchaser, without limiting any other rights or remedies the Vendor may have against the Purchaser or the Guarantor, the Vendor may rescind this Contract and retain the Deposit and any Interest.

10.3.2 Any Insolvency Event in relation to the Vendor or a Related Body Corporate does not constitute a breach of this Contract.

11 CONDITION, RISK, IDENTITY AND USE OF PROPERTY

11.1 **Condition**

11.1.1 The Purchaser buys the Property in its condition on the Day of Sale.

11.1.2 The Purchaser carries the risk of loss or damage to the Property from the Day of Sale.

11.1.3 The Purchaser relied on its own enquiries about the nature, quality and condition of the Property (including any fill or the extent of any fill on the Property) in entering into this Contract.

11.1.4 If any buildings or improvements fail to comply with any applicable Law, this does not constitute a defect in the Vendor's title, or affect the validity of this Contract.

11.2 **No warranty**

11.2.1 The Vendor and the Representatives of the Vendor make no representation or warranty:

(a) that the Property as offered for sale is identical with that described in the Particulars of Sale;

(b) that the improvements are constructed on or inside the boundaries of the Land;

(c) that any improvements owned by third parties do not encroach onto the Land;

(d) that any boundary fences or walls are correctly located on the title boundaries of the Land;

(e) that the Property may be used for any particular purpose;

(f) that the Property complies with any applicable Laws;

(g) as to any financial return or income derived or to be derived from the Property; and

(h) as to the condition of the Property or their suitability or fitness for any particular purpose.

11.2.2 The Vendor makes no representation or warranty as to whether:

(a) any Contaminants are present or exist in, on or adjacent to the Property;

(b) any Contaminants have migrated from the Property;

(c) the previous use of the Property resulted in the presence on the Property of any Contaminant;

(d) to the extent that any Contaminant is present on the Property, it limits or affects the use or development of the Property; or

(e) that the Property complies with all Laws, including any Environmental Law and the requirements of any Government Agency in respect of any Contaminants.

11.3 **Acknowledgment**

The Purchaser buys the Property subject to:

11.3.1 any faults or defects;

11.3.2 any notices or orders disclosed in the Vendor's Statement or otherwise;

11.3.3 any restrictions or conditions on their use or development imposed by any Law or Government Agency; and

11.3.4 any applicable Law.

11.4 **Independent assessment**

11.4.1 The Purchaser inspected and made an independent assessment of the following:

(a) the Property;

(b) the Contract and the Vendor's Statement;

(c) any applicable Law concerning this Contract;

(d) any Planning Controls or any Planning Permits affecting the Property; and

(e) any other agreement, contract, document, correspondence and other information available or provided to the Purchaser or any Representative of the Purchaser.

11.4.2 The Purchaser made an independent assessment of the financial implications of the matters referred to in Special Condition 11.4.1 and is satisfied with those matters. The Purchaser had regard to the Purchaser's particular circumstances in making this assessment. The Vendor is not aware of the Purchaser's particular circumstances.

11.4.3 The Purchaser obtained or had the opportunity to obtain independent legal and financial advice prior to signing the Contract.

11.4.4 The Purchaser warrants that the Purchaser entered into this Contract as a result of the Purchaser's own inspection and enquiries and subject to all Contaminants (if any) which may be on the Property.

11.4.5 The Purchaser has not relied on, and has not been induced to enter into this Contract by any representations or warranties made or purportedly made by the Vendor including those concerning the matters referred to in Special Condition 11.2.1 and 11.2.2.

11.5 **Assumption of risk**

The Purchaser assumes full liability and responsibility from the Day of Sale for the following:

11.5.1 any Contaminants in, on or adjacent to the Property;

11.5.2 any Contaminants that have migrated from the Property; and

11.5.3 complying with all Laws, including any Environmental Law and the requirements of any Government Agency in respect of any Contaminants.

11.6 **No reliance or inducement**

The Purchaser has not relied on or been induced to enter into the Contract by any representations or warranties (whether express or implied) about the matters referred to in this Special Condition, including the following:

11.6.1 the fitness or suitability of the Property for any purpose;

11.6.2 any financial return or income derived or to be derived from the Property; or

11.6.3 the state of repair of the Property.

11.7 **Release**

The Purchaser releases the Vendor and the Representatives of the Vendor from any Loss or Claim that the Purchaser and the Representatives of the Purchaser directly or indirectly suffer, incur, pay or are liable for which results in any way from the existence of any Contaminant on or emanating from the Property including any actions based on injury to any person, corporation, property or segment of the environment.

11.8 **Indemnity**

The Purchaser must indemnify hold harmless and keep indemnified the Vendor and the Representatives of the Vendor against any Loss or Claim that the Vendor and the Representatives of the Vendor directly or indirectly suffer, incur, pay or are liable for which results in any way from the existence of any Contaminant on or emanating from the Property including any actions based on injury to any person, corporation, property or segment of the environment.

11.9 **Draft contract**

The Purchaser acknowledges that this Contract may vary from any draft contract which may have been provided to the Purchaser before the Purchaser signed this Contract. The Purchaser confirms that the Purchaser is satisfied as to the contents of this Contract.

11.10 **Planning permit requirements**

The Purchaser acknowledges that the operation of the applicable planning scheme and overlays may require, among other things, a planning permit for the construction of a building or to carry out works. The Purchaser acknowledges having read and being satisfied as to the requirements of the relevant planning scheme, including all applicable overlays, and all other relevant legislation and regulations regarding the Purchaser's intended use of the Land.

11.11 **No Claim**

The Purchaser must not:

11.11.1 make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition; or

11.11.2 require the Vendor to pay all or any part of the cost of making any alteration to the Property to ensure it is fit for any particular purpose, are free from defect or comply with any applicable Law.

12 FOREIGN INVESTMENT

12.1 **Warranty**

Unless the Purchaser has stated in the Particulars of Sale that the Purchaser is a Foreign Interest, the Purchaser warrants that the Purchaser has not breached the Takeovers Act by entering into this Contract.

12.2 **Consequences**

If the warranty in Special Condition 12.1 is untrue:

12.2.1 the Vendor may rescind this Contract and retain the Deposit and any Interest; and

12.2.2 the Purchaser must indemnify hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of any breach of Special Condition 12.1.

13 FIRB APPROVAL

13.1 **Condition subsequent**

If the Purchaser:

13.1.1 has stated in the Particulars of Sale that the Purchaser is a Foreign Interest; and

13.1.2 has not, as at the Day of Sale, procured approval from the Treasurer to permit the Purchaser to buy the Property,

then this Contract is subject to the condition subsequent that on or before 5.00pm on the FIRB Approval Date:

13.1.3 FIRB Approval is granted; or

13.1.4 the Treasurer is no longer empowered to make an order or decision under the Takeovers Act concerning the acquisition of the Property.

13.2 **Application by Purchaser**

The Purchaser must:

13.2.1 submit the FIRB Application and pay all applicable fees in connection with the FIRB Application within 7 days from the Day of Sale;

13.2.2 produce evidence to the Vendor that the Purchaser has delivered the FIRB Application to the Treasurer within 7 days from the Day of Sale;

13.2.3 promptly do all things required by the Treasurer or which, in the Vendor's opinion, are desirable to satisfy Special Condition 13.1;

13.2.4 not withdraw the FIRB Application or do anything which may jeopardise satisfaction of Special Condition 13.1; and

13.2.5 use its best endeavours to satisfy Special Condition 13.1 as soon as possible.

13.3 **Vendor to be kept informed**

The Purchaser must keep the Vendor informed of the progress of the FIRB Application and promptly deliver to the Vendor copies of:

13.3.1 the FIRB Application and all relevant documents;

13.3.2 all amendments or variations to the FIRB Application;

13.3.3 all communications received or transmitted by the Purchaser concerning the FIRB Application including, without limitation, written details of all verbal communications; and

13.3.4 all orders or decisions made by the Treasurer.

13.4 **Vendor may communicate with Treasurer**

The Vendor may communicate with the Treasurer about the FIRB Application and any order or decision of the Treasurer concerning it. The Purchaser must provide the Vendor with all things required by the Vendor to enable the exercise of its rights under this Special Condition.

13.5 **Failure of condition**

If on or before the FIRB Approval Date the Treasurer:

13.5.1 makes an order prohibiting the Purchaser's acquisition of the Property;

13.5.2 makes a decision that the Treasurer objects to entry into this Contract by the Purchaser; or

extends the examination period for the FIRB Application beyond the FIRB Approval Date by issuing an interim order under section 68 of the Takeovers Act;

then the Purchaser may, within 4 days after the FIRB Approval Date, terminate this Contract by written notice to the Vendor. In that event, all moneys paid by the Purchaser under this Contract must be refunded to the Purchaser. If the Purchaser does not terminate this Contract within 4 days after the FIRB Approval Date, the Vendor may, at any time after the FIRB Approval Date, but before the Purchaser provides evidence that FIRB has granted its approval to the FIRB Application, terminate this Contract by notice in writing to the Purchaser. In that event, and subject always to Special Condition 13.1, all moneys paid by the Purchaser under this Contract must be refunded to the Purchaser.

13.6 **Where conditional approval given**

13.6.1 The Purchaser acknowledges that the Treasurer may grant approval to the FIRB Application subject to a condition to the effect that the Purchaser builds or causes a dwelling to be built and completed on the Property within specified time frames. The Purchaser confirms and agrees that such a condition is a condition which is satisfactory and acceptable to the Purchaser.

13.6.2 If the Treasurer makes a conditional order or approval with conditions that are satisfactory to the Purchaser, then the Purchaser must use its best endeavours to comply with the conditions.

13.7 **Breach by Purchaser**

For the avoidance of doubt, the parties confirm and agree that if:

13.7.1 the Purchaser breaches any part of Special Conditions 13.2 or 13.3; or

13.7.2 due to any action or inaction by the Purchaser, the FIRB Application is not lodged within 7 days after the Day of Sale; or

13.7.3 the circumstances described in Special Conditions 13.5.1 or 13.5.2 apply as a result of the Purchaser's action or inaction; or

13.7.4 the Vendor would, for any reason whatsoever, be in breach of the Takeovers Act by entering into this Contract or by effecting Settlement;

then, the Vendor will be entitled to immediately terminate this Contract by notice in writing to the Purchaser. In that event, the Purchaser will not be entitled to a refund of the monies paid by the Purchaser, and such monies will instead be forfeited to the Vendor.

13.8 **Provide evidence at Settlement**

If this Contract is to proceed to Settlement, the Purchaser must, at or before Settlement, or within 3 days of the Vendor's demand, provide written evidence to the Vendor that FIRB Approval has been granted. If the Purchaser fails to comply with this Special Condition 13.8, the Purchaser is in default under this Contract.

13.9 **Indemnity**

The Purchaser indemnifies the Vendor against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of any breach of any provision of this Special Condition 13.

14 PURCHASER'S WARRANTIES CONCERNING FUNDS

14.1 **Source of funds**

The Purchaser represents and warrants that:

14.1.1 the Purchaser is not illegally transferring funds from the People's Republic of China ("**PRC**") to pay the Deposit;

14.1.2 at Settlement, the Purchaser is not and will not be illegally transferring funds from PRC to pay the balance of the Price; and

14.1.3 the Purchaser has access to sufficient funds in a location outside of the PRC to enable the Purchaser to pay the balance of the Price at Settlement.

14.2 **Compliance with anti-money laundering sanctions and laws**

The Purchaser represents and warrants that by entering into this Contract and the transactions contemplated by this Contract, the Purchaser is not in breach of:

14.2.1 any applicable laws in the PRC; and/or

14.2.2 any other legal prohibitions on money laundering, trade control and sanctions, which are applicable to the performance of this Contract (including by virtue of the place of domicile or operations of the parties to this Contract and/or their respective Related Bodies Corporate).

15 SETTLEMENT AND TRANSFER

15.1 **Settlement**

15.1.1 The parties must effect Settlement on or before 3.00pm on the Due Date for Settlement at a time nominated by the Vendor.

15.1.2 If Settlement takes place on the Due Date for Settlement but at a time after 3.00pm, Settlement is deemed to have taken place on the next Business Day. The Purchaser is taken to have defaulted in payment of the Price unless it is solely due to the default of the Vendor that Settlement takes place after 3.00pm on the Due Date for Settlement.

15.2 **Transfer**

The Purchaser must prepare the Transfer and deliver the Transfer to the Vendor's Lawyers at least 10 Business Days before the Due Date for Settlement. If the Purchaser fails to do so:

15.2.1 the Vendor may elect not to effect Settlement until 10 Business Days after the date on which the Vendor's Lawyer receives the Transfer; and

15.2.2 the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

15.3 **Failed Settlement**

Notwithstanding anything else contained in this Contract, the Purchaser must pay the Vendor's Lawyers (and the Vendor's mortgagee, where applicable) all costs occasioned by the failure to settle at the appointed time where such failure is caused by the Purchaser, or the Purchaser's lawyers or mortgagee, and where a settlement has to be rescheduled and takes place at a different time than that appointed. The Purchaser must pay these costs even though the Purchaser may not be deemed to be in default under this Contract.

16 CONFIDENTIALITY

16.1 **No disclosure**

The parties must ensure that this Contract and all the information exchanged between the parties in connection with this Contract whether before or after the Day of Sale is kept confidential to them and is not disclosed to any person except:

16.1.1 to the party's Lawyers, consultants or other persons if it is necessary to enable the parties to perform their obligations under the Contract; and

16.1.2 to the extent required in connection with legal proceedings relating to the Contract; and

16.1.3 to the extent that the information is available for inspection on a public register other than as a result of a breach of confidence by either party; and

16.1.4 to the minimum extent required by Law or regulation of the Australian Stock Exchange Ltd or generally accepted accounting principles and practices; and

16.1.5 as provided for in this Contract; or

16.1.6 with the prior written consent of the other party.

16.2 **Third parties**

A party disclosing information under Special Condition 16.1 must use the party's reasonable endeavours to ensure that the person receiving the confidential information does not disclose the information except in the circumstances permitted under Special Condition 16.1.

16.3 **Non merger**

This Special Condition shall not merge upon Settlement and shall enure for the benefit of the Vendor and the Purchaser.

17 PURCHASER'S WARRANTIES

17.1 Warranties

The Purchaser represents and warrants that from the Day of Sale up to and including the Settlement Date:

17.1.1 if the Purchaser is a company, it is a company limited by shares under the Corporations Act;

17.1.2 this Contract constitutes binding obligations, enforceable against the Purchaser under its terms;

17.1.3 the Purchaser has full legal capacity and power to enter into and perform the Purchaser's obligations under this Contract;

17.1.4 all conditions and things required by any applicable Law to be done in order to enable the Purchaser to lawfully to enter into and perform the Purchaser's obligations under this Contract have been done;

17.1.5 the entry into and performance of this Contract does not or will not:

(a) contravene any applicable Law to which the Purchaser or any of the Purchaser's property is subject;

(b) contravene any approval, authorisation, consent or exemption required by any applicable Law;

(c) contravene any undertaking or instrument binding on the Purchaser or any of the Purchaser's property; or

(d) if the Purchaser is a company, contravene any provisions of the Purchaser's constitution..

17.2 Vendor's investigations

17.2.1 The Purchaser's Warranties will not be modified, discharged, extinguished or affected by any investigation made or information acquired by or on behalf of the Vendor.

17.2.2 The Purchaser's Warranties are continuing warranties and do not merge on Settlement but remain in full force and effect.

17.3 Reliance

The Purchaser acknowledges that the Vendor entered into this Contract in reliance on the Purchaser's Warranties.

17.4 Prompt disclosure of breach

The Purchaser must immediately disclose to the Vendor anything which may arise or become known to the Purchaser before Settlement that is a breach of or is inconsistent with any of the Purchaser's Warranties.

17.5 **Indemnity**

The Purchaser must indemnify hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of any breach of this Special Condition.

18 GST

18.1 **Price inclusive of GST**

18.1.1 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"'.

18.1.2 The Purchaser must however pay to the Vendor any GST payable by the Vendor 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.

18.2 **Margin scheme**

The parties agree that:

18.2.1 the Vendor will apply the margin scheme to the supply of the Land under this Contract for the purpose of calculating the Vendor's GST liability on the supply; and

18.2.2 the Purchaser will not be entitled to claim any input tax credit for GST paid in respect of the Purchaser's acquisition of the Property as a result of the application of the margin scheme.

19 GST WITHHOLDING LEGISLATION

19.1 **GST Withholding**

19.1.1 The Vendor must use all reasonable endeavours to give a GST Withholding Notice to the Purchaser at least five Business Days before Settlement.

19.1.2 If the GST Withholding Notice specifies that the Purchaser is required to make a payment on account of GST to the Commissioner, then the Purchaser must pay the GST Withholding Amount to the Commissioner from the Balance of the Price payable to the Vendor on Settlement.

19.1.3 If the Purchaser pays the GST Withholding Amount in accordance with this Special Condition 19, the Vendor will not be entitled to delay Settlement or refuse to effect Settlement.

19.1.4 The Vendor must notify the Purchaser whether the GST Withholding Amount must be paid by way of:

(a) bank cheque in accordance with Special Condition 19.1.6;

(b) immediately available funds in accordance with Special Condition 19.1.7; or

(c) on-line conveyancing facility in accordance with Special Condition 19.1.8.

19.1.5 If Special Condition 19.1.2 applies, then, at least two Business Days before Settlement, the Purchaser must provide to the Vendor:

(a) evidence of having lodged a Purchaser Withholding Notification Form with the Commissioner;

(b) the relevant payment reference number; and

(c) the Purchaser's lodgement reference number.

19.1.6 If the GST Withholding Notice states that the GST Withholding Amount must be paid by bank cheque, then:

(a) the Purchaser must give the Vendor a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;

(b) the bank cheque given to the Vendor by the Purchaser pursuant to Special Condition 19.1.6(a) must not be post-dated, stale or dishonoured on presentation; and

(c) if the Purchaser is required to lodge and has lodged a Purchaser Withholding Notification Form, the Vendor undertakes to give the bank cheque to the Commissioner, together with the payment reference details provided by the Purchaser under Special Condition 19.1.5.

19.1.7 If the Vendor notifies the Purchaser that the payment of the GST Withholding Amount must be made by immediately available funds, then on or before Settlement, the Purchaser must give evidence to the Vendor of successful transmission of payment of the GST Withholding Amount to the Commissioner.

19.1.8 Special Conditions 19.1.6 and 19.1.7 do not apply where Settlement occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.

19.1.9 On Settlement, the Purchaser must:

(a) give to the Vendor, a copy of the GST Settlement Notification Form that the Purchaser has lodged with the Commissioner, together with evidence that the GST Settlement Notification Form has been received by the Commissioner; or

(b) give to the Vendor, the GST Settlement Notification Form, in which case the Purchaser:

(1) appoints the Vendor to act as the Purchaser's agent to lodge the GST Settlement Notification Form with the Commissioner, on its behalf; and

(2) must give to the Vendor all information reasonably requested by the Vendor for the completion of the GST Settlement Notification Form.

19.1.10 If payment of the GST Withholding Amount does not occur in accordance with Special Conditions 19.1.6, 19.1.7 or 19.1.8 (as applicable), then the Vendor may delay Settlement until the next Business Day after the day on which:

(a) payment of the GST Withholding Amount has occurred;

(b) the Purchaser gives evidence to the Vendor of successful transmission of payment of the GST Withholding Amount to the Commissioner; or

(c) the Vendor receives the entire Price.

19.2 **Multiple Purchasers**

If the Property is purchased by more than one party, the parties are deemed to purchase the Property as joint tenants unless:

19.2.1 the Contract states that the parties purchase the Property as tenants in common and the shares of each of the tenants in common is specified in the Particulars of Sale; or

19.2.2 the Purchaser gives a notice to the Vendor in writing, and the notice:

(a) states that the Property is being purchased as tenants in common;

(b) sets out the shares of each of the tenants in common; and

(c) is given to the Vendor at least six Business Days before the Due Date for Settlement.

19.3 **Purchaser buying Land in furtherance of enterprise**

19.3.1 If the Purchaser indicates in the Particulars of Sale that the Purchaser:

(a) is “registered” within the meaning of the GST Act; and

(b) is acquiring the Property for a “creditable purpose” within the meaning of the GST Act,

then the Purchaser so warrants, and provided these Purchaser’s warranties remain correct at Settlement, then Special Condition 19.1 does not apply.

19.3.2 The Vendor relies on the Purchaser’s warranty contained in Special Condition 19.3.1 and consequently, notifies the Purchaser that the Purchaser is not required to withhold the GST Withholding Amount from the Price.

19.4 **Indemnity**

19.4.1 The Purchaser indemnifies the Vendor, against all Loss that may be incurred by the Vendor arising from or in connection with a breach by the Purchaser of any part of this Special Condition 19

20 DUTY INDEMNITY

20.1 No warranty

The Vendor and the Representatives of the Vendor make no representation or warranty as to the amount of duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment.

20.2 No reliance and payment

The Purchaser relied on its own enquiries about the amount of duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment to enter into this Contract and the Purchaser must attend to payment of such duty.

20.3 Indemnity

The Purchaser must indemnify hold harmless and keep indemnified the Vendor against any Losses or Claims that the Vendor, the Representatives of the Vendor or the Vendor's Laywers pay, suffer, incur or are liable for in relation to any duty payable on the Contract, the Transfer and any related document including any instrument of nomination or assignment.

21 VENDOR WARRANTIES

The warranties made by the Vendor in General Conditions 2.3 and 2.4 end at Settlement.

22 ADJUSTMENTS

22.1 Adjustments

22.1.1 Unless and until a separate assessment of rates and charges (other than land tax) is issued in respect of all the lots on the Plan, all adjustments between the parties will be made on the basis that each lot is liable to that proportion of any such rates, taxes or outgoings levied or assessed against all the land in the assessment which the area of each lot bears to the total area of all the land contained in the assessment.

22.1.2 Regardless of whether the Property is separately assessed for land tax by Settlement, land tax must be adjusted on a multiple holding (proportional tax) basis (whether or not the Development Land is the only land owned by the Vendor).

22.2 Dates for adjustment

22.2.1 All rates and land tax will be apportioned between the parties as at the date of payment of the Initial Deposit, and will be adjusted as paid at Settlement.

22.2.2 Any rent and other income received by the Vendor in respect of the Property must be apportioned between the parties on the Settlement Date and any adjustments paid and received as appropriate.

22.3 **No withholding of monies**

No monies will be withheld from the Vendor from the purchase monies payable under this Contract on account of any rates or land tax which may be or may after the date of payment of the Initial Deposit become charges on the Land.

22.4 **Vendor to pay land tax and rates**

The Vendor agrees to pay any rates and land tax which the Vendor is liable to pay when it is assessed and due for payment. The Vendor indemnifies and keeps the Purchaser indemnified in respect of payment of any rates or state land tax. This indemnity is a continuing indemnity and will not merge upon a transfer of the Property.

22.5 **Supplementary assessment**

If a supplementary assessment of any rates, taxes, charges or other outgoings is assessed, levied or charged in respect of the Property after the date of the Plan is registered by the Registrar of Titles, no adjustment will be made and the Purchaser is solely responsible for payment of any such supplementary amount, levy or charge.

22.6 **Statement of adjustments**

22.6.1 The Vendor reserves the right to prepare the statement of adjustments for the purposes of Special Condition 22.1 and 22.2 (**"Statement of Adjustments"**). If the Vendor does prepare the Statement of Adjustments, the Vendor will forward the Statement of Adjustments to the Purchaser or the Purchaser's lawyers at least 2 Business Days before the Settlement Date.

22.6.2 If the Purchaser or the Purchaser's lawyer does not object to the Statement of Adjustments within 24 hours after receipt of the Statement of Adjustments, the Purchaser is deemed to have accepted the Statement of Adjustments and the Purchaser must complete Settlement on the Due Date for Settlement on the Statement of Adjustments.

23 ADDITIONAL LAND TAX LIABILITY

23.1 **Failure to settle**

The Purchaser acknowledges and agrees that:

23.1.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Due Date for Settlement; and

23.1.2 if as a result of the Purchaser’s breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (“**Settlement Year**”); then

23.1.3 the Purchaser’s breach will result in an increase in the amount of the Vendor’s land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor’s total landholdings in Victoria; and

23.1.4 the additional tax which the Vendor will incur in accordance with this Special Condition ("**Extra Land Tax**") is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

23.2 **Payment of Extra Land Tax**

23.2.1 If Special Condition 23.1 applies, then, the Purchaser must in addition to the balance of the Price payable to the Vendor under this Contract pay to the Vendor on account of the Extra Land Tax, an amount equal to 5% of the Price of the Property ("**Amount Paid**").

23.2.2 The parties agree that if the Extra Land Tax as assessed by the Commissioner of State Revenue is:

(a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

(b) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

24 NOTICES

24.1 **Purchaser's obligations**

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.

24.2 **Compliance with notices**

The Purchaser may, with the Vendor's consent, enter the Property to comply with its responsibilities in Special Condition 24.1, where action is required before Settlement.

25 FENCING

25.1 **Purchaser's contribution**

The Purchaser agrees that if from the Day of Sale to the Settlement Date the Vendor is obligated to contribute towards the cost of constructing any fence on the boundaries of the Property (save for the boundaries specified in special condition 25.4), the Purchaser must on or before the Settlement Date reimburse the Vendor for any such costs.

25.2 **Vendor's contribution**

While the Vendor is the owner of any land adjoining the Property, the parties agree that the Vendor's contribution towards the cost of constructing any dividing fence shall be $1.00.

25.3 **Further sale by Purchaser**

If the Purchaser enters into any contract for the sale of the Land, the Purchaser must include in the contract of sale the following special condition:

> "In this condition, '**Landowner**' means Frontlink Pty Ltd.
>
> While the Landowner owns any land adjoining the property, the Purchaser agrees that the Landowner's contribution towards the cost of constructing any dividing fence shall be $1.00."

and the Purchaser agrees to indemnify the Vendor against all costs, losses, charges and expenses incurred by the Vendor as a result of any claim for fencing contribution brought against the Vendor by the second purchaser.

25.4 **Vendor's obligation**

The Purchaser acknowledges that the Vendor, at the Vendor's own cost will install a feature fence along the north boundary of lots 501, 524 and 537, and the south boundary of lots 525 and 536. It is proposed that such fence will be approximately 1.95 metres in height, and the fence will be constructed from such material as is required by the Vendor. The Vendor will also at its own cost install a timber fence around the substation abutting lot 501. The Purchaser must not make any Claim or delay Settlement if such fences are not installed prior to the Settlement Date, nor in relation to fencing materials, and must allow reasonable access to the Vendor or the Vendor's Representative for the purpose of construction of the fences.

25.5 **Fence maintenance and substitution**

The Purchaser must not remove or in any way damage any part of any fence built or located on or within the Property. The Purchaser must maintain all such fences and must not allow those fences to fall into a state of neglect or disrepair at any time. If any of those fences have to be replaced, the replacement fence must be constructed to the same specifications as the fence being replaced.

25.6 **Non merger**

This Special Condition shall not merge upon Settlement and shall ensure for the benefit of the Vendor.

26 FILLED LAND

26.1 **Fill in Land**

The Purchaser acknowledges that:

26.1.1 the Purchaser was informed before signing this Contract that fill has been or may be placed on the Land;

26.1.2 the Purchaser was advised that the fill on or to be placed on the Land (and which is known to the Vendor) is as shown on the Finished Surface Levels Plan. However, the Vendor makes no representation as to the precise nature and extent of the fill; and

26.1.3 the Vendor makes no representation as to the nature and extent of any fill which may have existed on the Land before the Land was purchased or filled by the Vendor.

26.2 **No Claim by Purchaser**

The Purchaser must not make any Claim because the Land has been filled or because the precise nature and extent of the filling is not substantially in accordance with that disclosed in the Finished Surface Levels Plan, or by reason of any matter arising out of or in connection with any part of this Special Condition.

27 UNREGISTERED PLAN

27.1 **Statement to Purchaser under section 10F of the Sale of Land Act 1962 (Vic)**

The Purchaser acknowledges that:

27.1.1 the Vendor is required to give the Purchaser notice of the proposed rescission of the Contract under this Special Condition;

27.1.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;

27.1.3 the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and

27.1.4 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.

27.2 **Registration of Plan**

27.2.1 Settlement is conditional upon the Plan being registered by the Registrar of Titles under the provisions of the *Subdivision Act 1988* within 36 months from the Day of Sale.

27.2.2 The Vendor will use all reasonable endeavours to cause the Plan to be registered, provided that the Purchaser must at the Purchaser's expense provide all necessary consents of the Purchaser to enable registration of the Plan.

27.2.3 The Vendor reserves the right to make whatever alterations to the Plan as may be required to enable certification and registration of the Plan. The Purchaser must not make any objection or requisition or claim any compensation in respect of any excess or deficiency whether in area, boundaries, measurements, occupation or otherwise on the basis that the Plan as registered by the Registrar of Titles does not agree in measurement or otherwise with the copy of the Plan attached to the Vendor's Statement or the land as inspected by the Purchaser.

27.2.4 If the Plan is not registered by the Registrar of Titles within 36 months after the Day of Sale, then at any time after the expiration of the period of 36 months but before the Plan is registered:

(a) the Purchaser may avoid this Contract by notice in writing to the Vendor; or

(b) subject to Special Condition 27.1, the Vendor may give the Purchaser at least 28 days' written notice that it proposes to

rescind the Contract on a particular date. The written notice must state:

(1) the reason why the Vendor is proposing to rescind the Contract;

(2) the reason for the delay in the registration of the Plan; and

(3) that the Purchaser is not obliged to consent to the proposed rescission.

If the Purchaser consents in writing to the proposed rescission, then the Contract is rescinded on the proposed rescission date referred to in the Vendor's notice.

27.2.5 The Deposit must be immediately refunded to the Purchaser if the Contract is ended pursuant to Special Condition 27.2.4, but the Purchaser is not entitled to any compensation from the Vendor in respect of any costs fees or other expenses incurred by the Purchaser in relation to or arising out of this Contract.

27.3 **Deposit**

Notwithstanding Special Condition 7:

27.3.1 the Deposit and all other money payable by the Purchaser under this Contract must be paid to the Vendor's Lawyers to be held by them on trust for the Purchaser until registration of the Plan;

27.3.2 the Vendor's Lawyers are irrevocably directed by the parties to either (at the option of the Vendor's Lawyers):

(a) lodge the Deposit (including any rollovers of the Deposit) with the Bank as an unsecured deposit in the name of the Vendor's Lawyers in a controlled money account authorised by the Legal Profession Uniform Law (Victoria); or

(b) lodge the Deposit in the general trust account of the Vendor's Lawyers; and

27.3.3 any Interest accruing on the Deposit and other money, if lodged in a controlled money account, must be paid to the party entitled to receive the Deposit and other money under the provisions of this Contract.

27.4 **No caveat or priority notice**

27.4.1 Until the Plan has been registered and volume and folio references allocated for the Property, the Purchaser must not lodge, permit or cause to be lodged in the Office of Titles any caveat or priority notice on behalf of the Purchaser in respect of the Purchaser's interest in the Property. If the Purchaser breaches this Special Condition 27.4.1, the Vendor is deemed to have been appointed the Purchaser's attorney for the purpose of signing all forms necessary to cause a withdrawal of the caveat or priority notice lodged by the Purchaser.

27.4.2 The Purchaser agrees to indemnify and keep indemnified the Vendor from and against all loss and damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this Special Condition 27.4.

27.5 **Final Plan**

27.5.1 Section 10(1) of the *Sale of Land Act 1962* does not apply in respect of the final location of any easement shown on the Plan and subject to the provisions of that Act the Vendor may vary the final location of any easement shown on the Plan.

27.5.2 Without limiting the generality of any other provision of this Contract, the Purchaser must accept as identical with the Land described in the Particulars of Sale:

(a) the lot bearing the same number on the Plan when registered as the number set out in the Particulars of Sale; or

(b) if the lot is at any time before registration renumbered, the lot on the Plan as registered which occupies the same or approximately the same position on the Plan as the lot described in the Particulars of Sale;

and the Purchaser must not make any Claim in respect of any of the matters referred to in this Special Condition 27.5.

27.6 **Works affecting surface levels**

27.6.1 The Purchaser acknowledges that:

(a) as at the Day of Sale, any works affecting the natural surface level of the Property or any land abutting the Property ("**Surface Works**"), and which have been carried out or which are proposed to be carried out by the Vendor are set out in the Finished Surface Levels Plan.

(b) if for any reason, the Vendor decides or is required to alter any part of the Surface Works, the Vendor will be entitled to provide the Purchaser with a new plan showing the altered Surface Works ("**New Finished Surface Levels Plan**").

27.6.2 The Purchaser must not make any Claim by reason of anything in the New Finished Surface Levels Plan.

28 PERSONAL INFORMATION

28.1 **Use of Personal Information**

The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities (all referred to as "Vendor" in this Special Condition):

28.1.1 for entering into, administering and completing this Contract and any development by the Vendor;

28.1.2 for planning and product development by the Vendor;

28.1.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;

28.1.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of Personal Information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);

28.1.5 to surveyors, engineers and other parties who are engaged by the Vendor (or with whom the Vendor is negotiating) to carry out works which may affect the Property;

28.1.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;

28.1.7 for the purpose of marketing to the Purchaser in the future;

28.1.8 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and

28.1.9 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

28.2 **Purchaser's identity requirements**

28.2.1 The Purchaser acknowledges that it is required to complete the Identification Requirements of the Particulars of Sale and provide the identification referred to in the Particulars of Sale when the Purchaser signs this Contract.

28.2.2 If the Purchaser has not complied with the requirements of Special Condition 28.2.1, then it must do so within 7 days of the Day of Sale. The Vendor need not make any request of the Purchaser for this information.

28.2.3 The Purchaser will be in breach of this Contract if the Purchaser fails to comply with Special Condition 28.2.2.

29 PURCHASER AS TRUSTEE

If the Purchaser is buying the Property as trustee under a trust ("**Trust**") then the Purchaser:

29.1 must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

29.2 warrants that the Purchaser has power under the Trust to enter into this Contract;

29.3 is personally liable under the Contract;

29.4 warrants that the Purchaser has a right of indemnity under the Trust;

29.5 must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust; and

29.6 must deliver the Guarantee in accordance with Special Condition 4.

30 PLANNING CONTROLS

30.1 Purchaser's acknowledgment

The Purchaser buys subject to and agrees to be bound by the conditions of any precinct structure plan in respect of the Development Land and any Planning Permit, and all agreements that are made between the Vendor and relevant authorities, and shall make no Claim in respect of, or act contrary to any matter contained in the precinct structure plan, the Planning Permit and/or such agreements.

30.2 No objection

The Purchaser agrees that the Purchaser shall not make any objection to the relevant authorities or to the Vendor in relation to any application for any planning permit made in respect of the Development Land, whether such application is made before or after the day of sale.

31 SECTION 173 AGREEMENTS

The Purchaser acknowledges and agrees that:

31.1 the Council may require the Vendor to enter into one or more Section 173 Agreement that affect the Property and in relation to each such Section 173 Agreement, the Purchaser:

31.1.1 irrevocably authorises the Vendor to negotiate the terms of that Section 173 Agreement; and

31.1.2 must not make any Claim in relation to any act, matter or thing contained in or required by such a Section 173 Agreement or require the recording of the Section 173 Agreement to be cancelled from the folio of the Register for the Property; and

31.1.3 if any Section 173 Agreement has not been recorded on the folio of the Register which relates to the Property or to the parent title to the Property, must promptly do all things necessary to enable such Section 173 Agreement to be so recorded when requested in writing to do so by the Vendor or the Vendor's Lawyers, including executing any consents, orders or further agreement;

31.2 any Section 173 Agreement which has been entered into in accordance with this Special Condition will not constitute a defect in the title to the Property;

31.3 for the avoidance of doubt, the Purchaser specifically acknowledges that one of the Section 173 Agreements to be lodged on the title to the Property will require that a community infrastructure levy in an amount to be determined by Council from time to time will be payable by the Purchaser to Council prior to the issue of a building permit for the Property; and

31.4 the Property is subject to Section 173 Agreements with Council, copies of which are attached to the Vendor's Statement and which are lodged in dealing numbers AR380745D and AU144110T at the Titles Office. The Purchaser purchases the Property with full knowledge of the contents of the agreements and shall not make any Claim in respect of the agreements.

32 GAIC

32.1 Parent title and GAIC

The purchaser acknowledges that the parent title to the Land is encumbered by a notice under the GAIC Law.

32.2 Vendor to pay any GAIC

The Vendor confirms that the Vendor:

32.2.1 is liable to pay any GAIC applicable to the Land;

32.2.2 will pay the GAIC as and when the liability to pay falls due; and

32.2.3 will ensure that the notice under the GAIC Law is or can be removed from the Land before or at Settlement.

33 DESIGN AND SITING GUIDELINES

33.1 Compliance

The Purchaser must comply with the Restrictions, and the Design and Siting Guidelines. The Purchaser acknowledges that:

33.1.1 under the Design and Siting Guidelines, the Purchaser must submit the Purchaser's building plans to the Vendor for approval and endorsement before the Purchaser commences construction of any building works on the Land;

33.1.2 the Vendor's approval to the Purchaser's building plans does not constitute a warranty or representation that the requirements of the Design and Siting Guidelines, the Restrictions, or any requirement under any Law have been satisfied.

33.2 Discrepancies

If there are any discrepancies between the Restrictions, these Special Conditions and the Design and Siting Guidelines then they will be ranked in priority as follows:

33.2.1 first, the Restrictions;

33.2.2 second, these Special Conditions; and

33.2.3 third, the Design and Siting Guidelines.

33.3 No Sale by Purchaser

33.3.1 The Purchaser acknowledges that the Property has been sold to the Purchaser for the sole purpose of the Purchaser building a dwelling house on the Property. The Purchaser must not, without the written consent of the Developer, sell, agree to sell, advertise for sale, offer or transfer the Property until a dwelling house has been erected on the Property. If consent by the Developer is given, the Purchaser must comply with all conditions set by the Developer in relation to the sale or transfer.

33.3.2 The Purchaser acknowledges that the Developer's standard conditions of consent require the Purchaser's contract of sale ("**Re-sale Contract**") to include special conditions requiring the sub-purchaser to enter into a deed with the Vendor and the Developer ("**Re-sale Deed**"), the effect of which is to require the sub-purchaser to comply with the provisions of this Contract relating to fencing, construction of the dwelling-house and compliance with the Design and Siting Guidelings, and which contains conditions in the same form as Special Conditions 33.1, 33.2 and 33.3. In addition, the text of the Re-sale Deed must be attached to the Re-sale Contract.

33.4 **Vendor's right to rectify**

If the Purchaser is in breach of the Purchaser's obligations under this Special Condition, or fails to comply with the Design and Siting Guidelines or the Restrictions, then the Vendor may:

33.4.1 enter the Property;

33.4.2 complete all works and supply whatever materials as are necessary to complete compliance with the Design and Siting Guidelines or the Restrictions; and

33.4.3 recover the cost of the works and materials from the Purchaser or later owner of the Property plus interest at the rate of 15% per annum.

33.5 **Charge on Land**

The Land will be charged with payment of monies due to the Vendor under this Special Condition and this charge will constitute an equitable interest in the Property in favour of the Vendor which gives the Vendor the right to lodge a caveat on the title to the Land.

33.6 **Waiver or amendment by Vendor**

The Purchaser acknowledges that the Vendor may, at the Vendor's absolute discretion waive, or vary any part of the Design and Siting Guidelines for any property within the Development Land. The Purchaser must not make any Claim by reason of any such waiver or variation.

34 AMENDMENTS TO RESTRICTIONS

34.1 **Restrictions binding**

The Purchaser covenants and agrees with the Vendor to be bound by the Restrictions from the Day of Sale.

34.2 **Amendments to procure registration of Plan**

The Purchaser acknowledges that the Plan may not have been certified and that:

34.2.1 the Vendor may at the Vendor's absolute discretion, waive, or vary any part of the Restrictions;

34.2.2 in order to procure the Plan to be certified or registered, the Restrictions may be amended or deleted by the Vendor, the Council, the Registrar of Titles, or any referral authority; and

34.2.3 restrictions similar to or other than the Restrictions may be created in any manner whatsoever in order to affect the Land.

34.3 **Notification by Vendor**

If Special Condition 34.2 applies, the Vendor must notify the Purchaser of any change to be made to the Plan or Restrictions. The Purchaser confirms that it has not relied upon the Plan or the Restrictions as being in their respective final forms.

34.4 **No claim by Purchaser**

The Purchaser must not make any Claim by reason of any matter arising out of or in connection with any part of this Special Condition.

35 REPLACEMENT RESTRICTIVE COVENANT

35.1 **Restriction converted to Replacement Restrictive Covenant**

The Purchaser agrees that if:

35.1.1 any restriction shown on the Plan is or is to be removed ("**Deleted Restriction**"), and

35.1.2 the Vendor notifies the Purchaser in writing that it requires a restrictive covenant containing the same or substantially the same rights and obligations as the Deleted Restriction to be created in the Transfer, a memorandum of common provisions or any other similar procedure permitted by the Office of Titles;

then:

35.1.3 the Purchaser is bound by the provisions of the Replacement Restrictive Covenant from the day upon which the Purchaser receives the notice issued by the Vendor in accordance with Special Condition 35.1.2; and

35.1.4 if applicable, the Transfer must incorporate the Replacement Restrictive Covenant.

35.2 **Right to modify**

Notwithstanding Special Condition 35.1, the Vendor reserves the right to modify the terms of the Restrictions as are appropriate for the Replacement Restrictive Covenant, and to modify the terms further if such modification is required to cause the Replacement Restrictive Covenant to comply with any decision or requirement of any relevant Government Agency. The Purchaser must comply with the Replacement Restrictive Covenants as modified.

35.3 **No Claim by Purchaser**

The Purchaser must not make any Claim against the Vendor as a result of or in respect of any matters set out in this Special Condition 35.

36 BUILDING PERMIT

When the Purchaser applies for a building permit, the Purchaser must:

36.1 notify the building surveyor or Council in writing of the Restrictions and the provisions of the Design and Siting Guidelines; and

36.2 ensure that the Restrictions and Design and Siting Guidelines are complied with at all times.

37 MEDIUM DENSITY SITES/MULTI DWELLING LOTS

37.1 Purchaser's acknowledgment

The Purchaser acknowledges that some areas within the Development Land may be developed as medium density sites including attached and detached dwellings, each of which shall not be more than 3 storeys.

37.2 No objection by Purchaser

The Purchaser must:

37.2.1 not to make any objection to any authority or person or in any way attempt to hinder or obstruct or delay progress of the developments referred to in Special Condition 37.1; and

37.2.2 to ensure that a special condition in the same form or to the same effect as this Special Condition appears in any future contract for the sale of the Land.

38 SIGNAGE

38.1 No signage permitted

Subject to Special Condition 38.2, the Purchaser agrees that they shall not, except with the written consent of the Vendor, erect or permit to be erected on the Land or any part of the Land or any building erected on the Land any advertisement boarding, sign or similar structure or allow the Land or any building erected on the Land to be used for the display of any advertisement sign or notice.

38.2 Exception

Special Condition 38.1 shall not apply to the erection of signage advertising the Land for sale after the expiration of 5 years from the registration of the Plan, or the completion of a dwelling on the Land, whichever occurs first.

39 ENTRY FEATURE

39.1 Construction of Entry Feature

The Purchaser acknowledges that the Vendor may, at its own expense and in its absolute discretion, construct an entry feature, wall, feature fence or other structure ("**Entry Feature**") on the Development Land, and that such Entry Feature may be removed when development of the Development Land has been completed. The Purchaser agrees to make no objection to any authority or person or in any way attempt to hinder, delay or prevent the construction or

removal of any Entry Feature constructed on the Development Land by the Vendor.

39.2 **Resale by Purchaser**

The Purchaser agrees to ensure that a special condition in the same form as this Special Condition appears in any future contract for the sale of the Land.

39.3 **No Claim by Purchaser**

The Purchaser shall not make any Claim as a result of or in respect of the installation or removal, or the failure to install or remove, the Entry Feature.

40 CONCEPT PLAN

40.1 **Concept Plan subject to change**

The Purchaser acknowledges that the Purchaser was informed before executing this Contract that the Concept Plan is a preliminary concept plan only and may be subject to change.

40.2 **No representation**

The Vendor does not make any representation that the Development Land will be developed in accordance with the Concept Plan.

40.3 **Plan takes precedence**

The Purchaser acknowledges that if there is any inconsistency between the Plan and the Concept Plan, the Plan prevails and overrides the Concept Plan to the extent of any inconsistency.

40.4 **No Claim by Purchaser**

The Purchaser must not make any Claim due to development of the Development Land being in any manner different to any version of the Concept Plan.

41 RECYCLED WATER

41.1 **Infrastructure**

The Purchaser acknowledges that the Vendor shall install the infrastructure required by South East Water Limited on the Land to ensure that the Land is able to be connected to the Class A recycled water in the event that Class A recycled water is made available to the Land by South East Water Limited in the future.

41.2 **Connection**

The Purchaser acknowledges that South East Water Limited have advised the Vendor that they may make Class A recycled water available to the Land, and other land within the Development Land on certain conditions, and that if they do so, the Purchaser shall be required to connect such recycled water to the Land. The Purchaser further acknowledges that fees shall be payable to South East Water Limited by the Purchaser for such connection, and that the uses to which the recycled water may be put may be limited.

41.3 **Usage**

The Purchaser also acknowledges that the Purchaser may be required to use the Class A recycled water for certain purposes, such as flushing of toilets, and may be required to install an external recycled water tap at the front and back of a residence built on the Land at the Purchaser's cost.

41.4 **No Claim**

The Purchaser further acknowledges that the Vendor makes no warranties as to the availability or quality of the Class A recycled water, or any representations regarding the terms under which South East Water Limited may make recycled water available. The Purchaser shall not make any Claim as a result of or in respect of the availability or otherwise of Class A recycled water, or the terms and conditions imposed by South East Water Limited.

42 VENDOR'S RIGHT TO MAINTAIN

The Vendor shall have the right to enter onto the Land at any time after Settlement to attend to maintenance of the yard of the Land in order to maintain a neat and tidy presentation of the Development Land. If the Vendor chooses to do so, the Purchaser must reimburse the Vendor for the reasonable costs of doing so within 7 days of written request.

43 UTILITY SERVICES

43.1 **Purchaser's acknowledgement**

The Purchaser acknowledges that the Vendor has no control over the siting or location of service pits, service markers, man-holes, telephone or electricity poles, bus stops, or other such infrastructure required for utility services.

43.2 **No claim by Purchaser**

The Purchaser must not make any Claim in respect of any matter set out in this Special Condition.

43.3 **Connection charges**

If there is any cost or fee to connect services to the Property, that cost or fee must be paid by the Purchaser.

44 ELECTRICAL SUBSTATIONS

The Purchaser acknowledges the location of reserves for the purpose of electrical substations as shown on the Concept Plan, and that the position of such substations may have changed, and may change in the future. The Purchaser particularly acknowledges the proposed substation abutting lot 501. The Purchaser shall not make any Claim a result of any such reserve shown on the Concept Plan or the Plan, or the position of any such reserve within the Development Land despite the fact that such reserves may be in different positions than shown on marketing material and earlier versions of the Plan.

45 FIBRE OPTIC INSTALLATION

The Purchaser acknowledges that the Vendor shall be installing a fibre optic network within all of the Development Land that OptiComm Co. Pty Ltd is the Vendor's fibre optic network provider of choice (**"Provider"**), and that specific wiring, conduits and other works may be required to take advantage of and use the network on the Land. The

Purchaser further acknowledges that such conduits, works and wiring may be required to be constructed early in the construction of any home on the Land and agrees that they shall advise their builder of the fibre optic network and the Provider as soon as possible so that it may be taken into account in the design of the home. The Purchaser shall not make any Claim as a result of or in connection with of the fibre optic network.

46 ACKNOWLEDGEMENT REGARDING STREET NAMES

46.1 Street names subject to change

The Purchaser acknowledges and agrees that the proposed street names shown on the Plan may be changed by the Vendor, and are subject to Council approval.

46.2 No Claim by Purchaser

The Purchaser shall not make any Claim in the event that the proposed street names shown on the Plan change prior to the Settlement Date.

47 BUSHFIRE PRONE AREAS

The Purchaser acknowledges, confirms and agrees that:

47.1 the Vendor has attached to the Vendor's Statement a Bushfire Prone Area Property Report from the relevant authority, noting whether or not the Property is in a designated bushfire prone area ("**Report**");

47.2 regardless of the content of the Report, pursuant to section 192A Building Act 1993, the Minister for Planning ("**Minister**") may, from time to time, determine that areas which are subject, or which are likely to be subject, to bushfires are bushfire prone areas; and

47.3 regardless of the content of the Report, the Minister may, after the date of the Report, make a determination which changes the status of the Property so that the Property is:

47.3.1 included in a designated bushfire prone area;

47.3.2 included in a designated bushfire prone area and included in a Bushfire Development Overlay; or

47.3.3 no longer in a designated bushfire prone area.

The Purchaser must not make any Claim in respect of any matter contained in this Special Condition.

48 INSPECTION

The Purchaser or the Purchaser's authorised representative may inspect the Property at any reasonable time during the 7 days preceding the Due Date for Settlement, by giving the Vendor at least 24 hours prior written notice.

49 TIME

Time is extended to the next Business Day, if the time for performing any action falls on a day other than a Business Day.

50 SALES MATERIAL

50.1 General development concept

The Purchaser acknowledges that any Sales Material provided to the Purchaser indicate a general development concept only, and may be subject to change.

50.2 No representation by Vendor

The Vendor does not make any representation that the Development Land will be developed in accordance with the concept shown in the Sales Material.

50.3 Inconsistency between Plan and Sales Material

The Purchaser acknowledges that in the event of an inconsistency between the Plan and the Sales Material, the Plan prevails and overrides the contents of the Sales Material.

50.4 No Claim by Purchaser

The Purchaser must not make any Claim if the development of the Development Land is in any manner different to the concept shown in the Sales Material.

51 ACKNOWLEDGEMENT REGARDING SCHOOL SITE

The Purchaser specifically acknowledges that the Vendor is negotiating with authorities in relation to the development of a secondary school within the Development Land, but makes no representation or warranty that a school will be constructed within the Development Land, or when a school may be constructed. The Purchaser shall not make any Claim if no school is constructed within the Development Land.

52 OPEN SPACE

The Purchaser acknowledges that the Council has advised the Vendor that it agrees to take ownership of the active open space shown on the Concept Plan. The Council will be responsible for development and maintenance of such active open space following the change of ownership and the Purchaser shall not make any Claim in relation to the development, timing of development or maintenance of such active open space.

53 DRAINAGE RESERVES

The Purchaser acknowledges that the Melbourne Water Corporation has advised the Vendor that it will take ownership of the drainage reserves shown on the Concept Plan. Melbourne Water Corporation will be responsible for maintenance of such reserves following such change of ownership and the Purchaser shall not make any Claim in relation to the maintenance of such reserves.

54 DEVELOPER'S OBLIGATIONS

54.1 Except in relation to the obligations retained by the Vendor under Special Condition 54.2.3, the Developer agrees to perform all of the obligations of the Vendor under this Contract or it will procure, as necessary, the performance by the Vendor of any obligation which is not within the Developer's direct control.

54.2 The Purchaser acknowledges that notwithstanding any other provision of this Contract:

54.2.1 the Vendor has not made, and no person on behalf of the Vendor has made, any representation or warranty (except as to title) to the Purchaser as to the subject matter of this Contract or any other matter in connection with this sale;

54.2.2 the Vendor has entered into this Contract at the direction of the Developer;

54.2.3 the Vendor has no obligations under this Contract except to execute the documents necessary to transfer title to the Purchaser;

54.2.4 this Contract contains the whole agreement between the Vendor and the Purchaser in connection with the purchase of the Property and any other thing in relation to the Property;

54.2.5 the Vendor is not responsible for the construction or condition of any structure or services on the Property and is released from all obligations and liabilities in connection with the construction or condition of any such structures or services; and

54.2.6 the Price and any adjusted amounts payable to the Vendor under this Contract must be paid as the Developer directs.

54.3 If the Developer is the registered proprietor of the Property at the time for Settlement, Special Conditions 54.1 and 54.2 will not apply and all references in this Contract to the Vendor will be taken to be a reference to the Developer to the intent that the Contract between the Vendor and the Purchaser will be deemed novated without the need for any further action by any party.

55 ACKNOWLEDGEMENT REGARDING FOOTPATHS

55.1 Location and construction

The Purchaser acknowledges that the location and construction of the footpaths, shared paths, crossovers and landscaping on public road reserves illustrated in any marketing material, the Plan, Concept Plan, Finished Surface Levels Plan or in any other document with which the Purchaser has been provided by the Vendor, the Developer or any person on their behalf are subject to Council's consent. Therefore, the location and construction of the footpaths, shared paths and crossovers on public road reserves are subject to change.

55.2 Timing

The Purchaser also acknowledges that the construction of the footpaths, shared paths, crossovers and landscaping on public road reserves at the Development Land may not commence until after the construction of the dwellings at the Development Land are completed in order to avoid damaging the footpaths, shared paths, crossovers and landscaping on the public road reserves at the Development Land during the construction and landscaping of the dwellings.

55.3 No objection

The Purchaser agrees to make no objection to Council, any other authority or any person, or in any way attempt to hinder or obstruct or delay progress of any development or use of the Development Land as a result of the matters disclosed in this Special Condition.

55.4 **Future contract**

The Purchaser must ensure that a special condition in the same form as this Special Condition appears in any future contract for the sale of the Land.

55.5 **No Claim by Purchaser**

The Purchaser shall not make any Claim as a result of anything disclosed in this Special Condition.

56 LANDSCAPING

56.1 The Purchaser must complete the following works on the Land within 6 months of the issue of an occupancy permit for the dwelling constructed on the Land:

56.1.1 the landscaping of that part of the Land between the front of the dwelling and the front boundary with lawn, garden beds, shrubs, trees and paving or any combination of them; and

56.1.2 the construction of the driveway from the vehicular crossing to the garage or the car accommodation area in accordance with the Design and Siting Guidelines.

56.2 The Purchaser must not make any Claim by reason of any matter arising out of or in connection with any part of this Special Condition.

57 NATURE STRIP

The Purchaser shall be required to keep all nature strips bounding the land tidy at all times. The Purchaser is also responsible for any damage to the street tree in the nature strip fronting the Land that may be caused during the period of the construction of the house.

58 ELECTRONIC CONVEYANCING

58.1 **Application of Special Condition**

58.1.1 This Special Condition applies if:

(a) the Particulars of Sale specify that electronic conveyancing in accordance with the ECN Law applies; or

(b) the parties subsequently agree in writing, that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the ECN Law.

58.1.2 This Special Condition has priority over any other provision to the extent of any inconsistency.

58.2 **Not proceeding**

58.2.1 A party must immediately give written notice if that party reasonably believes that Settlement or lodgement of any document with either Land Use Victoria or the SRO, can no longer be conducted electronically. Other than Special Condition 58.2.2, the balance of Special Condition 58 ceases to apply from when such a notice is given.

58.2.2 If, because of Special Condition 58.2.1, Settlement or lodgement is not to be conducted electronically:

(a) each party must:

(1) bear equally any disbursements or fees; and

(2) otherwise bear that party's own costs;

associated with the agreement under Special Condition 58.1; and

(b) if a party has paid all of a disbursement or fee which, by reason of this Special Condition 58.2.2 is to be borne equally by the parties, that amount must be adjusted under Special Condition 22.

58.3 **Conduct of parties**

58.3.1 Each party must:

(a) be, or engage a representative who is, a Subscriber;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a Subscriber; and

(c) conduct the transaction in accordance with the ECN Law.

58.3.2 The Vendor must open a shared Workspace as soon as reasonably practicable. The Workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

58.4 **Settlement**

58.4.1 Unless otherwise agreed in writing, the Vendor nominates 3.00pm on the Due Date for Settlement for locking the Workspace.

58.4.2 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.

58.4.3 If, through no fault of either party, Settlement in accordance with Special Condition 58.4.2 does not occur by 3.00pm (or such other time as the parties may have agreed upon) on the Due Date for Settlement, 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.

58.5 **Mistaken payment**

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

59 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

The Purchaser:

59.1 acknowledges that the Vendor is not an entity to which section 14-210(1) of Schedule 1 of the TAA applies ("**Foreign Entity**");

59.2 acknowledges receipt of the Clearance Certificate attached to the Vendor's Statement confirming that the Vendor is not a Foreign Entity;

59.3 must not withhold any amount or part of the Price on account of any amount payable under section 14-200(3) of Schedule 1 of the TAA; and

59.4 indemnifies and must hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of any breach by the Purchaser of Special Condition 59.

60 DISPUTES

60.1 Notwithstanding anything to the contrary contained in this Contract, any dispute, controversy, difference or Claim arising out of or in connection with this Contract, including the existence, validity, interpretation, performance, breach or termination of it or any dispute regarding non-contractual obligations arising out of or in relation to it ("**Dispute**"), shall, at the sole discretion of the Vendor, be referred to and finally resolved either by:

60.1.1 the courts of Victoria; or

60.1.2 arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**").

However, if any Dispute is commenced by the Purchaser, the Purchaser must give the Vendor not less than 14 days' notice in writing of its intention to commence proceedings, and the Vendor must exercise its election in writing within 14 days of receiving the Purchaser's notice.

60.2 If the Vendor elects to have the Dispute referred to HKIAC:

60.2.1 any arbitration commenced at the HKIAC shall be conducted under the HKIAC Administered Arbitration Rules in force at the relevant time when the Vendor submits a notice of arbitration to HKIAC;

60.2.2 the substantive law to be applied in the arbitration shall be the law of Victoria, Australia;

60.2.3 the seat of the arbitration shall be Hong Kong;

60.2.4 the number of arbitrators shall be one; and

60.2.5 the arbitration proceedings must be conducted in the English language.

60.3 For the avoidance of doubt, the parties confirm and agree that nothing in this Special Condition 60 is to be deemed a waiver of any Vendor's rights as set out elsewhere in this Contract, particularly those in relation to the Purchaser's default. Where such other Vendor rights exist, those rights may, at the Vendor's option, operate in priority to the rights described in this Special Condition 60.

61 ONLINE DUTIES FORM

61.1 The Purchaser acknowledges that in order for the duty on the Transfer to be assessed, the SRO requires the information which must be submitted to the SRO for that purpose, to be completed and signed online by both parties, and submitted to the SRO electronically by means of the Online Duties Form.

61.2 To ensure that the Online Duties Form is completed and signed in time for Settlement, the Purchaser must:

61.2.1 populate the Online Duties Form with all the information which a purchaser must provide to the SRO ("**Transferee Information**"); and

61.2.2 accept and/or sign the Online Duties Form,

in each instance, within 2 Business Days of receiving an online invitation to do so. The Purchaser must promptly notify the Vendor that the Purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.

61.3 If the Purchaser fails to comply with Special Condition 61.2, the Purchaser is in default under this Contract.

61.4 In addition to the Vendor's rights described elsewhere under this Contract, if the Purchaser breaches the Purchaser's obligations under Special Condition 61.2:

61.4.1 the Vendor may extend the Due Date for Settlement by the same number of days in which the Purchaser delays populating, or accepting and/or signing the Online Duties Form; and

61.4.2 the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for Settlement until the Settlement Date.

61.5 The Purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the Purchaser must not amend any of the Transferee Information without procuring the Vendor's prior written consent to do so.

61.6 The Purchaser acknowledges that the Purchaser is responsible for populating the Online Duties Form with accurate Transferee Information. The Purchaser indemnifies and keeps the Vendor indemnified against any Loss or Claim that the Vendor suffers, incurs or is liable for as a result of the Purchaser providing any incorrect Transferee Information.

62 NEIGHBOURHOOD ACTIVITY CENTRE

62.1 Use of land

The Purchaser acknowledges that it is currently intended that the approximate area marked "A" and "B" on the Concept Plan will be developed as a neighbourhood activity centre ("**NAC**"). Such NAC will be subject to a separate planning approval process, which may include changes to the size and boundaries of the NAC. Neither the Developer, the Vendor or their respective Representatives make any representation as to the ultimate uses of the NAC, and retain the right to develop or sell the NAC land for any purpose. The Purchaser agrees to make no objection to any authority or person or in any way attempt to hinder or obstruct or delay progress of such development or use.

62.2 Future Contracts requirement

The Purchaser agrees to ensure that a special condition in the same form as this Special Condition appears in any future contract for the sale of the Land.

63 BELLS ROAD

The Purchaser acknowledges that Bells Road (which runs through the Development Land, as shown on the Concept Plan) will be upgraded to a major arterial road. The Purchaser must not make any Claim as a result of such upgrade, including any Claim in respect of increased traffic volumes or noise as a result of such upgrade.

64 ENERGISATION OF ESTATE

The Purchaser acknowledges that the land may not be energised by the Settlement Date, and for a period of up to one month from the Settlement Date ("**Energisation Date**"). The Purchaser must not make any Claim if the Land is not Energised by the Settlement Date or the Energisation Date, and the Purchaser must supply its own generator if a generator is required by the Purchaser.

65 PROSPERITY PROGRAM

65.1 Terms and conditions

If:

65.1.1 the Property is within a Development which forms part of the Frasers Property Australia's Prosperity Loyalty Program ("**Prosperity Program**"); and

65.1.2 the Purchaser is a member of the Prosperity Program;

the Purchaser acknowledges and agrees that it:

65.1.3 has read the terms and conditions of the Prosperity Program which are available at: http://www.frasersproperty.com.au/Prosperity/Terms (as varied from time to time) ("**Terms and Conditions**"); and

65.1.4 must comply with the Terms and Conditions in order to receive a Benefit.

65.2 **General**

Capitalised terms used in this Special Condition which are not defined under this Contract have the meaning given under the Terms and Conditions.

66 **ELECTRONIC EXECUTION OF CONTRACT**

66.1 This Special Condition applies if this Contract has been executed electronically by using an electronic execution service (EES). By signing this Contract, the Purchaser consents to the information in the Vendor's Statement and this Contract being given by way of electronic communication.

66.2 The Purchaser must:

66.2.1 comply, and must ensure that its authorised representatives comply with all processes and instructions concerning the use of the EES to execute and to give effect to this Contract; and

66.2.2 refrain from engaging in any conduct which may place the Vendor, the Vendor's Estate Agent or the Vendor's Lawyer in breach of their obligations under any agreement with the provider of the EES for the provision of the EES.

66.3 The Purchaser acknowledges and agrees that the date, time and location of the electronic execution by or on behalf of the Purchaser of this Contract may be recorded by the provider of the EES and may be used by the Vendor in establishing when and where this Contract was executed by or on behalf of the Purchaser.

66.4 The Purchaser must do anything and must ensure that the Purchaser's employees and agents do anything that may be required by the Vendor in order to give effect to this Contract, including signing and delivering to the Vendor hard copies of this Contract.

66.5 Where the Purchaser executes the Contract electronically, the Vendor may also execute the Contract electronically using the EES. If the Vendor executes the Contract electronically, the distribution of executed copies of the Contract will occur via the EES and this Contract will be legally binding upon the parties.

66.6 The Vendor reserves the right to execute the Contract using means other than the EES, and where the Vendor executes the Contract using other means, the parties will exchange physical copies of the executed Contract.

66.7 If the Purchaser is a company, then:

66.7.1 the signatories for the Purchaser sign this Contract pursuant to sections 126 and 127(4) of the Corporations Act; and

66.7.2 the Purchaser warrants (and the signatories for the Purchaser separately warrant) to the Vendor that the Vendor may rely on the assumptions in section 129 of the Corporations Act, despite this Contract not being signed pursuant to section 127(1) of that Act.

67 DISPLAY VILLAGE

67.1 Purchaser's acknowledgement

The Purchaser acknowledges that Lots 101 to 104, 127 to 151, 1501 to 1515 and 1530 to 1531 as shown on the Concept Plan (inclusive) may be used as a builder's display village, car park, a sales office, and/or for signage by the Vendor and/or other parties and it is intended that these lots will be used as residential lots in the future. The Purchaser agrees to make no objection to any authority or person or in any way attempt to hinder or obstruct or delay progress of such development or use.

67.2 No Representations

The Vendor and the Developer do not make any representation that a display village will be erected on all or any such Lots, and the Purchaser must not make any Claim if a display village is not erected.

67.3 Further sale by Purchaser

The Purchaser agrees to ensure that a special condition in the same form as this Special Condition appears in any future contract for the sale of the Property.

68 GENERAL

68.1 Severance

An interpretation of this Contract that results in all of the provisions being enforceable is preferable to any other construction. Any provision which is illegal or unenforceable is, where possible, to be omitted to the extent necessary to make this Contract enforceable, unless it would materially change the intended effect of this Contract.

68.2 Entire agreement and no reliance

68.2.1 This Contract contains the entire agreement between the parties about the subject matter.

68.2.2 The Purchaser relied on its own enquiries in entering into this Contract.

68.2.3 The Purchaser did not rely on any warranty or representation of any nature about the subject matter of this Contract unless it is contained in the Contract or the Vendor’s Statement.

68.3 Variation

This Contract may only be varied in writing, signed by the parties.

68.4 Waiver

A right may only be waived in writing, signed by the party giving the waiver.

68.5 Further acts

Each party must do anything and must ensure that the party’s employees and agents do anything that may be reasonably required to give effect to this Contract.

68.6 **Governing law**

Subject to the provisions of Special Condition 60, this Contract is governed by the laws of Victoria.

68.7 **No merger**

Any provisions of this Contract that bind the Purchaser and are capable of continued operation after Settlement do not merge on or by virtue of Settlement.

68.8 **Time of the essence**

Time is of the essence of this Contract.

68.9 **Joint and several liability**

If a party to this Contract is made up of more than one person, an obligation of those persons is joint and several and a right of those persons is held jointly and severally.

68.10 **Counterparts**

This Contract may be executed in counterparts.

GUARANTEE AND INDEMNITY

In this guarantee and indemnity:

"**Contract**" means the annexed Contract of Sale;

"**Vendor**" means the Vendor under the Contract;

"**Purchaser**" means the Purchaser under the Contract;

"**Guarantor**" means the following person or persons and all of them if more than one:

Name of Guarantor	Name of Guarantor
Address of Guarantor	Address of Guarantor

In consideration of the Vendor at the Guarantor's request agreeing to sell the Property described in the Contract for the Price and on the terms set out in the Contract, the Guarantor agrees with the Vendor that the Guarantor will on demand by the Vendor immediately pay to the Vendor the whole of the Deposit or balance of the Price or interest or other money then payable, if the Purchaser defaults in:

1 the payment of the Deposit or balance of the Price or interest or other money payable under the Contract; or

2 the performance of any other term of the Contract.

As a separate and independent obligation, the Guarantor must indemnify hold harmless and keep indemnified the Vendor against all losses and expenses incurred by the Vendor by reason of any default or repudiation under the Contract by the Purchaser.

This guarantee and indemnity binds the legal personal representatives of each Guarantor and is a continuing guarantee and indemnity that will not be released by:

1 any neglect or forbearance of the Vendor in enforcing the payment of any money payable under the Contract; or

2 the performance of any term of the Contract; or

3 time being given to the Purchaser for any such payment or performance; or

4 the nomination of a substitute or additional Purchaser; or

5 any other thing which under the law relating to sureties would otherwise have the effect of releasing the Guarantor or the legal personal representatives of the Guarantor.

If the Guarantor comprises more than one person, this guarantee and indemnity binds all of them jointly and each of them severally, despite the failure of any person to execute or be bound by this guarantee and indemnity.

The Guarantor agrees that the Vendor can enforce this guarantee and indemnity against the Guarantor without the need to first enforce the Contract or otherwise make any claim or demand of or against the Purchaser.

The Guarantor acknowledges and warrants that it has obtained such independent legal or other advice about this guarantee and indemnity, and the Contract, as the Guarantor considers necessary.

EXECUTED as a deed on

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

.....

.....

Witness

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

.....

.....

Witness

Russell Kennedy Lawyers

FRASERS PROPERTY

FRONTLINK PTY LTD
Vendor

VENDOR'S STATEMENT

Honour Village, Stage 5

Lot on plan of subdivision no. PS812433Q, Berwick Waters, Clyde North, Victoria 3978

VENDOR'S STATEMENT TO A PURCHASER

PURSUANT TO SECTION 32 OF THE *SALE OF LAND ACT 1962*

VENDOR: Frontlink Pty Ltd ACN 074 034 496
C/- Level 9, 484 St Kilda Road, Melbourne VIC 3004

PROPERTY: Lot on plan of subdivision no. PS812433Q, Berwick Waters, Clyde North, Victoria 3978

1 TITLE

Attached to this statement are copies of:

1.1 register search statement as to certificate of title volume 4024 folio 689;

1.2 title plan no. TP392956D;

1.3 proposed plan of subdivision no. PS846738A;

1.4 proposed plan of subdivision no. PS846748W;

1.5 proposed plan of subdivision no. PS846749U;

1.6 proposed plan of subdivision no. PS804776D;

1.7 proposed plan of subdivision no. PS807036F;

1.8 proposed plan of subdivision no. PS807038B;

1.9 proposed plan of subdivision no. PS807039Y;

1.10 proposed plan of subdivision no. PS746170N;

1.11 proposed plan of subdivision no. PS809748G;

1.12 proposed plan of subdivision no. PS809749E;

1.13 proposed plan of subdivision no. PS809750V;

1.14 proposed plan of subdivision no. PS812433Q (**"Plan"**);

1.15 proposed plan of subdivision no. PS815492G; and

1.16 proposed plan of subdivision no. PS812434N.

2 MATTERS RELATING TO LAND USE

2.1 Easements, covenants or restrictions

2.1.1 To the vendor's knowledge, there are no registered or unregistered easements, covenants, or other similar restrictions affecting the property, apart from:

(a) all easements and rights created or implied by section 98 of the *Transfer of Land Act 1958* and sections 12 and 24 of the

Subdivision Act 1988 and any other encumbrances shown or entered on the Plan and the Plan when registered;

(b) any covenants to be created pursuant to special conditions 34 and 35 of the proposed contract of sale, a copy of which is attached to this statement;

(c) the provisions contained in the memorandum of common provisions, a copy of which is attached to this statement;

(d) a registered notice no. AH336996N regarding the liability of the vendor to pay a growth areas infrastructure contribution pursuant to section 201UB of the *Planning and Environment Act 1987*;

(e) the provisions of the agreements pursuant to section 173 of the *Planning and Environment Act 1987* recorded in AR380745D and AU144110T, copies of which are attached to this statement;

(f) any other agreements entered or to be entered into by the vendor with Casey City Council pursuant to section 173 of the *Planning and Environment Act 1987*;

(g) any encumbrances in favour of South East Water as detailed in the attached section 158 statement; and

(h) any other easements, covenants or similar restrictions affecting the property as shown in the annexures to this statement.

2.1.2 The vendor is not aware of any existing failure to comply with the terms of any easement, covenant or restriction referred to above.

2.2 Planning

The information known to the vendor concerning planning instruments affecting the property is as follows:

2.2.1 name of planning instrument: Casey Planning Scheme;

2.2.2 name of responsible authority: Casey City Council;

2.2.3 zoning of the property and the name of any planning overlay affecting the land is as set out in the attached certificate; and

2.2.4 Planning Permit no. PlnA00048/16 issued on 27 April 2017.

2.3 Bushfire-prone areas

2.3.1 The property is in a bushfire prone area under section 192A of the *Building Act 1993*.

2.3.2 See attached Bushfire Prone Areas Report.

3 BUILDING

3.1 Particulars known to the vendor of any building permits under the *Building Act 1993* with respect to the property within the past seven years are as set out in the attached form issued by Casey City Council.

3.2 There is no residence on the property.

4 NON-CONNECTED SERVICES

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

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone

5 OUTGOINGS

5.1 The property has not been separately assessed for any rates, taxes, charges or other similar outgoings ("**Outgoings**") and certificates are attached for information only.

5.2 When the outgoings are separately assessed the vendor estimates that the total amount of the Outgoings affecting the property and any unpaid interest will not exceed $5,000.00. However, the amount of land tax shall vary depending on the purchaser's landholdings.

5.3 Other Outgoings for which the purchaser may become liable in consequence of the sale are as follows:

A community infrastructure levy in an amount to be determined by the Casey City Council from time to time for each lot on which a dwelling is to be constructed will be payable by the purchaser to the Council prior to the issue of a building permit for the property.

5.4 There are no statutory charges affecting the property, except any in respect of unpaid rates or land tax or otherwise as disclosed in the attachments to this statement.

6 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

A growth areas infrastructure contribution certificate relating to the land issued under Part 9B of the *Planning and Environment Act 1987* is attached.

7 NOTICES

To the vendor's knowledge no notices have been made in respect of the land other than as may be disclosed in the attachments to this statement or as follows:

7.1 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 –

None;

7.2 any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes –

None; and

7.3 particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* –

None.

8 INSURANCE

The vendor has no insurance in respect of the property.

9 DESIGN AND SITING GUIDELINES

A copy of the Promenade Village Design and Siting Guidelines is attached to this statement.

10 DUE DILIGENCE CHECKLIST

A copy of the due diligence checklist as defined in sections 33A and 33B(2) of the *Sale of Land Act 1962* is attached to this statement.

DATE OF THIS STATEMENT: the 26th day of July 2021

Signature(s) of vendor(s) .....

Signed for and on behalf of Frontlink Pty Ltd by Craig Muse/ Sarah Bloom / Anthony Boyd / Alex Newell / Jill Lim / Theo Della Bosca / Penelope Dabner, an authorised substitute attorney of Frontlink Pty Ltd's attorney Australand Residential No. 156 Pty Ltd (formerly known as Australand Industrial No. 156 Pty Ltd and appointed pursuant to power of attorney dated 14 September 2007) pursuant to power of attorney dated 30 August 2019

The purchaser acknowledges being given a copy of this statement signed by the vendor before the purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT: the day of 2021

Signature(s) of purchaser(s) .....

Register Search Statement - Volume 4024 Folio 689

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

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

VOLUME 04024 FOLIO 689 Security no : 124091159563W
Produced 14/07/2021 10:56 AM

LAND DESCRIPTION

Lot 1 on Title Plan 392956D (formerly known as part of Portion 59 Parish of Cranbourne).
PARENT TITLE Volume 03146 Folio 148
Created by instrument 820034 17/02/1917

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FRONTLINK PTY LTD of 18-22 LEEMAK CR BERWICK 3806
X337193Q 26/02/2001

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
AH336996N 01/07/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AR380745D 23/08/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AU144110T 16/03/2021

DIAGRAM LOCATION

SEE TP392956D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU144110T (E)	AGREEMENT	Registered	22/03/2021

---END OF REGISTER SEARCH STATEMENT---

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

Street Address: 1275 POUND ROAD CLYDE NORTH VIC 3978

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 14/07/2021, for Order Number 69207727. Your reference: 307372-00196.

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 14/07/2021 11:08:16 AM

Status	Registered	Dealing Number	AU144110T
Date and Time Lodged	16/03/2021 06:32:50 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:7983105.001 - S1

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
4024/689

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Street Number	0
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 MARCH 2021

File Notes:
NIL

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Statement End.

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Date 16 / 03 /2021

Subject Land: 1/1275 Pound Road, Clyde North "Honour Village Estate"

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

Casey City Council

and

Frontlink Pty Ltd

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City of Casey

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Dated ~~02~~ 16 / 03 / 2021

Parties

Name	**Casey City Council**
Address	Municipal Offices, Bunjil 2 Patrick Northeast Drive, Narre Warren Victoria
Short name	**Council**

Name	**Frontlink Pty Ltd ACN 074 034 496**
Address	80 Clarendon Street, Southbank, Victoria
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 under both the Clyde North DCP and the Clyde DCP.

C. The Owner is or is entitled to be the registered proprietors of the Subject Land. Frontlink Pty Ltd owns the Subject Land and enters into this Agreement as Trustee for Natalie Mondous Family Trust ABN 25 154 256 300

D. The Clyde North DCP 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. Certain of the Infrastructure Projects are also funded by the Clyde DCP.

E. The Owner has asked Council for permission to carry out the Infrastructure Projects, and Council has agreed, in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.

F. Council has offered, and the Owner has accepted, for the Land Projects to vest or transfer to Council in return for a cash reimbursement having regard to the availability of funds in the Clyde North DCP. For the avoidance of doubt, Council has already acknowledged that there are sufficient funds in the Clyde North DCP for the Immediate Land Projects to be subject to a cash reimbursement.

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G. 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 53.01 of the Planning Scheme to make the Public Open Space Contribution.

H. The terms and conditions for the matters set out in Background E, F and G are set out in this Agreement.

I. The Owner enters into this Agreement in satisfaction of Condition 9 of Planning Permit PlnA00048/16 issued on 27 April 2017.

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 relevant Development Contributions Plan.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

Agreed Project Value means the amount specified in Schedule 2 (plus Indexation) 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 6.4 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 to the satisfaction of Council and VicRoads (where applicable).

Collecting Agency and Development Agency have the same meaning as in the Clyde North DCP and the Clyde DCP.

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:

(a) $325.80 if paid within 12 months from the date that this Agreement commences; or

(b) $325.80 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 Indexed value of the Other Land Project, as the case may be, against the amount of the Development Contribution Levy that the Owner is obliged to pay

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for the Subject Land under this Agreement and the Clyde North 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 Clyde North Development Contributions Plan. In this Agreement subject to clause 5.4, it means the levy payable per developable hectare at the rate specified in the Clyde North Development Contributions Plan for the Subject Land.

Development Contributions Plan (or DCP) means either the Clyde North Development Contributions Plan dated August 2011, as amended from time to time, being an incorporated document in the Planning Scheme or the Clyde Development Contributions Plan dated October 2014, as amended from time to time, also being an incorporated document in the Planning Scheme, as appropriate.

EMLevy means the Melbourne Strategic Assessment Environmental Mitigation Levy under the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020*.

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 Clyde North Development Contributions Plan or the PSP as relevant, 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 53.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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Immediate Land Project means a Land Project specified in Schedule 3.

Indexation (or **Index** or **Indexed**) means periodic adjustment of an amount carried out in accordance with the method and on the date which are specified in the Clyde North Development Contributions Plan and the Clyde Development Contributions Plan as appropriate.

Infrastructure Project 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 a land project applicable to the Subject Land under the Clyde North DCP other than Open Space Land.

Landscape Components means the soft and hard landscaping components of an Infrastructure Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, bollards, 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 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 a Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed Plan.

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

Other Land Project means a Land Project other than an Immediate Land Project.

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.

Planning Permit means the planning permit(s) specified in Schedule 7 authorising the use and / or 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.

PSP means the Clyde North Precinct Structure Plan.

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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 the Planning Permit.

Registrar has the same meaning as the Transfer of Land Act 1958.

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

Road 42 means Road 42 identified on the Public Infrastructure Plan and being the local east west road shown immediately to the north of Immediate Land Project designated OS-02 in Schedule 3 and the school designated State Secondary School 7 – 12 in Plan 2 of the Clyde North DCP.

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, $325.80; or

(b) if paid at any time after 12 months of the date this Agreement commences, $325.80 plus Indexation.

Schedule means a schedule to this Agreement.

Stage 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 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.

Total Agreed Land Value means the total amount of the Agreed Land Value of all Immediate Land Projects as specified in Schedule 3.

Wetlands Reserve means the waterway / drainage reserve / wetlands on the Subject Land generally in accordance with the PSP and Public Infrastructure Plan.

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;

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2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme (including any incorporated document) includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme (including any incorporated document);

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

Subject to clause 21, 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 subject to clause 5.3 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis subject to -

5.1.1 the Owner's entitlement to a Credit and

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5.1.2 the provisions of this Agreement;

5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset 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.

5.3 the Development Infrastructure Levy payable by the Owner in respect of those Stages of development under the Planning Permit for which it seeks a Statement of Compliance under the *Subdivision Act 1988* prior to 1 July 2021 is to be adjusted so that, instead of the amount required to be paid in accordance with the Clyde North DCP, the Development Infrastructure Levy is to be recalculated so as to incorporate and take into account the Agreed Land Values as the values for the Immediate Land Projects comprised in the Clyde North DCP.

5.4 for the Stages of development of the Subject Land referenced in the Planning Permit in respect of which a Statement of Compliance is issued after 1 July 2021, the Development Infrastructure Levy payable is to be in accordance with clause 5.5.

5.5 for the purpose of the subsequent periodic re-calculation of the Development Infrastructure Levy at least in respect of the Subject Land under the Clyde North Development Contributions Plan, Council:

5.5.1 will fix the land values for all completed land projects (other than the Immediate Land Projects) in the Clyde North Development Contributions Plan as at the land value used to calculate the levy as at 1 July 2020;

5.5.2 will fix the land values of the Immediate Land Projects at the Agreed Land Value;

5.5.3 may continue to Index any Infrastructure Project in accordance with the Development Contributions Plan; but

5.5.4 will fix the cost of each Infrastructure Project at the Agreed Project Value upon the issued of a Certificate of Practical Completion of that Infrastructure Project in accordance with this Agreement.

5.6 for the purpose of clause 5.5, a land project is *completed* when the land project has either vested in Council or the relevant owner of that land project has agreed to vest the land project in Council for a fixed land value.

6. Works In Kind – Infrastructure Projects

6.1 Owner to carry out Infrastructure Project

The Owner covenants and agrees that, subject to clause 6.2 unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party or Council, 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.

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6.2 Access for Infrastructure Project

Where the land related to an Infrastructure Project has been vested in or transferred to Council prior to the Provision Trigger for that Infrastructure Project, the Owner and Council must use their best endeavours to enter into an agreement on reasonable terms to provide for access to that land to allow the undertaking of the Infrastructure Project.

6.3 Payment of Agreed Project Value

The Owner acknowledges and agrees that where an Infrastructure Project is provided by the Owner, the Agreed Project Value will be paid -

(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) at the time set out in Schedule 2

and then upon the exhaustion of any Credit -

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

6.4 Design and construction of Infrastructure Projects

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

6.4.1 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;

6.4.2 the plans and specifications must:

(a) be to the satisfaction of Council and the Development Agency;

(b) comply with any relevant standard in the relevant Development Contributions Plan; and

(c) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;

6.4.3 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;

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

6.4.5 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

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(c) a copy of the proposed construction program;

6.4.6 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

6.4.7 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.

6.5 Certificate of Practical Completion

The Owner covenants and agrees that:

6.5.1 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

6.5.2 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.

6.6 Credit

The Parties agree that:

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

6.6.2 upon the provision of a Credit and or payment to the Owner 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;.

6.6.3 where pursuant to clause 6.6.1 a Credit is due to the Owner in respect of one or more Infrastructure Projects, the Owner shall not be required to pay the Development Infrastructure Levy payable in accordance with the Clyde North Development Contributions Plan and this Agreement to the extent of the Credit that is due to the Owner; and

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6.6.4 At the time of the issue of a Statement of Compliance for the final Stage of the development of the Subject Land, Council must pay the Owner a cash amount to the extent that the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy for the Subject Land.

7. Land Projects and Open Space Land

7.1 Immediate Land Projects

7.1.1 Council and the Owner acknowledge and agree that each Immediate Land Project is to be provided to Council by way of vesting each Immediate Land Project in Council by the creation of reserves for the relevant purposes as identified by Council pursuant to the process set out in section 35 of the *Subdivision Act 1988* as soon as reasonably practicable.

7.1.2 The Owner must at its cost (including SPEAR lodgement costs) prepare the plan(s) of subdivision under section 35 of the *Subdivision Act 1988* on behalf of Council and Council must subject to the usual requirements as relevant expeditiously certify that or those plan(s) of subdivision once submitted on the process known as "SPEAR".

7.1.3 The parties must co-operate with each other to enable prompt lodgement of the plan(s) of subdivision prepared under this clause 7.1 including but not limited to signing all documents and doing all things reasonably necessary to facilitate lodgement.

7.1.4 Council must pay the Owner in cash the Total Agreed Land Value within 90 days of Council receiving the notification by the Registrar of Titles of the vesting of the last of the parcels comprising the Immediate Land Projects in Council.

7.1.5 Council and the Owner acknowledge and agree that any works or servicing which would normally be undertaken prior the vesting of any of the Immediate Land Projects in Council will be undertaken by the Owner after the vesting of the Immediate Land Project in Council in accordance with the requirements of the relevant Stage. The parties agree that purpose of this clause 7.1.5 is to enable prompt vesting of the Immediate Land Projects.

7.1.6 For the avoidance of doubt, the parties agree that the Owner may prepare one or more than one plan to vest the Immediate Land Projects in Council and in any order as long as it is consistent with this Agreement.

7.1.7 Nothing in this clause 7.1 shall operate to prevent the Owner from applying to Council to amend the order of the staging of the plans (including any re-certification of plans) for the Immediate Land Projects relative to the development of the Subject Land. Council must expeditiously consider any application to amend the order (including re-certification) to enable the Immediate Land Projects to precede any Stage of the development of the Subject Land and prompt vesting of the Immediate Land Projects.

7.1.8 The parties agree that any GAIC and EMLevy which is or may become payable in respect of an Immediate Land Project upon its provision to Council is to be paid by Council. For the avoidance of doubt, the Owner is responsible for all and any GAIC and EMLevy on any of its own land not being provided to Council.

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City of Casey

7.2 Other Land Projects and Open Space Land

Council and the Owner covenant and agree that:

7.2.1 Subject to this Agreement, the Owner will transfer to or vest in Council any Other Land Project prior to or concurrent with the Stage in accordance with the Public Infrastructure Plan.

7.2.2 Subject to clause 7.2.3, Council must pay the Owner in cash the Indexed value for the Other Land Project in accordance with the Clyde North DCP as at the day of the transfer or vesting. Payment must be made within 30 days of Council receiving notification by the Registrar of Titles of the vesting or transfer of the Other Land Project in Council.

7.2.3 Where there are insufficient funds available in the Clyde North DCP for the cash payment under clause 7.2.2, Council must give the Owner written notice at the time of the issue of a Statement of Compliance for the relevant Stage notifying the Owner that there are insufficient funds in the Clyde North DCP for the cash payment.

7.2.4 Upon receipt of written notice under clause 7.2.3, payment to the Owner for the Indexed value of the Other Land Project will be made:

(a) first as a Credit against the Owner's liability to pay the Development Infrastructure Levy for the Stage; and then

(b) as a cash payment to the Owner in accordance with clause 7.2.2 where there are sufficient funds available in the Clyde North DCP at the time of the issue of a Statement of Compliance for any subsequent Stage or otherwise as a Credit against the Owner's liability to pay the Development Infrastructure Levy for the subsequent Stage; and then

(c) immediately following the final Stage of the development of the Subject Land, as a cash payment to the Owner within 30 days of Council receiving notification by the Registrar of Titles of the vesting or transfer of the Other Land Project in Council where the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy for the relevant Stage.

7.3 Landscaping of Open Space Land

7.3.1 The Owner covenants and agrees that all 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 vested in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

7.3.2 The Parties agree that 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 the Open Space Land, as the case may be becomes the responsibility of Council.

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8. Specific obligations

8.1 Public Infrastructure Plan

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

8.2 Provision of Road 42

The Owner must at its cost in each and every respect complete construction of Road 42 as a local access road by 30 June 2023 or such other date as is agreed with Council.

8.3 Open Space Land and Equalisation Payment

Council and the Owner covenant and agree that subject to this Agreement:

8.3.1 the Owner will vest in Council the Open Space Land specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4;

8.3.2 Council will pay to the Owner the Equalisation Payment specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4; and

8.3.3 upon complying with clause 8.3.1, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

8.4 Condition 48 of Planning Permit

Despite any provision in this Agreement that may be to the contrary, Council acknowledges and agrees that the Owner is not required to undertake the servicing or works referred to in condition 48 of Planning Permit PlnA00048/16 issued on 27 April 2017 in relation to the Immediate Land Project designated OS02 in the Clyde North DCP and is relieved of all obligations under that condition for that Immediate Land Project.

8.5 Co-Operation

Council and the Owner must co-operate to make any necessary changes to the Planning Permit, Public Infrastructure Plan, Endorsed Plans or staging of any plans including plans of subdivision (including but not limited to allowing for immediate vesting of the Immediate Land Projects and Wetlands Reserve, if applicable) as may be reasonably necessary to give effect to this Agreement or to make those documents consistent with this Agreement.

8.6 Wetlands Reserve

8.6.1 The parties acknowledge that Council has provided its in-principal support for the rezoning of the Wetlands Reserve to Urban Floodway Zone. For the avoidance of doubt, this does not imply or require that Council will act as Planning Authority for the purposes of any such rezoning.

8.6.2 Council must produce to the Owner within 7 days of being requested to do so, written confirmation to the satisfaction of the Owner as to its support under clause 8.6.1.

8.6.3 Subject to the execution of this Agreement and the completion of all other normal requirements prerequisite to the certification of plans, Council must expeditiously process the certification of any plan(s) of subdivision for seeking to subdivide the Subject Land to create a lot, reserve or otherwise for the Wetlands Reserve (subject to the consent of Melbourne Water) pursuant to the process set out in s 35 of the *Subdivision Act 1988*.

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9. Parties' acknowledgments

9.1 Agreed Land Value

The Parties agree that:

9.1.1 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

9.1.2 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.

9.2 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.

9.3 Environmental Assessment

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

10. Acknowledgement by the Parties

The Parties acknowledge and agree that:

10.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and

10.1.2 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.

11. Owner's further obligations

11.1 Notice and registration

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

11.2 Further actions

The Owner:

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11.2.1 must do all things necessary to give effect to this Agreement;

11.2.2 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

11.2.3 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.

11.3 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any Satisfaction Fee reasonably owing in accordance with this Agreement.

11.4 Council's costs to be paid

Unless otherwise specified in this Agreement, each party must bear its own costs and expenses (including reasonable legal expenses) relating to this Agreement, including:

11.4.1 drafting, finalising, signing and recording this Agreement;

11.4.2 drafting, finalising and recording any amendment to this Agreement;

11.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

11.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.5 Time for giving consent

If Council makes a request for payment of:

11.5.1 a fee under clause 11.3; or

11.5.2 any costs or expenses under clause 11.4

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.

11.6 Interest for overdue moneys

11.6.1 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.

11.6.2 If interest is owning, Council will apply any payment made to interest and any balance of the payment to the principal amount.

11.7 Notification of compliance with Owner's obligations

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

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12. 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.

13. Owner's Warranties

13.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

13.2 The Owner warrants that the Open Space Land 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.

14. 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:

14.1.1 give effect to this Agreement; and

14.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

15. General matters

15.1 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:

15.1.1 personally on the other Party;

15.1.2 by leaving it at the other Party's Current Address;

15.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;

15.1.4 by email to the other Party's Current Email.

15.2 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.

15.3 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.

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15.4 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.

15.5 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.

15.6 Governing law

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

15.7 Time of the Essence

Unless specified otherwise, the time for a Party complying with its obligations under this Agreement is of the essence.

16. GST

16.1 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.

16.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 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.

16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

17. Dispute Resolution

17.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 17.5 either party may at its election:

17.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or

17.1.2 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.

17.2 A party may not commence any of the processes referred to in clause 17.1 until it has complied with clauses 17.3 and 17.4.

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17.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.

17.4 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.

17.5 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.

18. GAIC

18.1 Subject to clause 7.1.8 the Owner acknowledges and agrees that apart from the land specified in Schedule 6 and Immediate Land Projects, 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.

18.2 The Parties agree that clause 18.1 survives the termination of this Agreement

18.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the applicable land referred to in clause 18.1 from its Inherent GAIC Liability.

19. 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.

20. Amendment of Agreement

20.1 This Agreement may be amended in accordance with the Act.

20.2 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.

21. Ending of Agreement

21.1 This Agreement ends in relation to the Subject Land or part thereof:

21.1.1 when the Owner has complied with all of the Owner's obligations for that part of the Subject Land under this Agreement; or

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21.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

21.2 Notwithstanding anything in this Agreement to the contrary, this Agreement may be amended or ended at any time by agreement between the parties.

21.3 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.

21.4 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

21.5 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.

21.6 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.

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City of Casey

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

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City of Casey

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	Agreed Project Value[4]	Funding Source[5]	Timing for Credit[6] / Reimbursement Payment

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[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 / Cash 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.

IN53-03	The construction of the balance of the intersection of North South Connector Road /Thompson Road	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde DCP.	Prior to issue of SOC for Stage 9 of Subdivision unless otherwise approved by Council.	The Agreed Project Value is the difference between the Project Amount and the amount credited or reimbursed by Council under the project to Property 53-05 (St Germain) acting reasonably with consideration to the Infrastructure Project Description and Extent of Project. The Project Amount is the amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged. OR the Actual Cost of Construction – whichever is the lesser amount.	Clyde DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.
IN53-04	The construction of the balance of the intersection of Bells Road/Thompson Road	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The Agreed Project Value is the difference between the Project Amount and the amount credited or reimbursed by Council under the project to Property 53-05 (St Germain) acting reasonably with consideration to the Infrastructure Project Description and Extent of Project. The Project Amount is the amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged OR the Actual Cost of Construction - whichever is the lesser amount.	Clyde DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.

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RD04	Soldiers Road: Construction of the extension of Soldiers Road from immediately south of the intersection between Viewbright Road and Soldiers Road through to Thompsons Road as an interim standard 2 lanes constructed to an urban standard.	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde North DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount.	Clyde North DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.
RD10	Construction of signalised Intersection at Soldiers Road (North-South Arterial Road)/Local Road at Town Centre.	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde North DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount.	Clyde North DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.

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City of Casey

Schedule 3

IMMEDIATE LAND PROJECTS

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	Timing for Payment
RD01	Land for Soldiers Road- North-south Arterial within PSP Property ID 19.	Concept Ultimate Land Take Areas as depicted in the appendix to the Clyde North DCP.	3.610ha	Immediately, upon execution of this Deed	$6,317,500	Cash from Clyde North DCP	Not later than 90 days of notification by the Registrar of the vesting of the last of the parcels or reserves comprising the Immediate Land Projects in Council.
RD20	Land for intersection flaring	Concept Ultimate Intersection Land Take Areas as depicted in the appendix to the Clyde North DCP.	.200ha	Immediately, upon execution of this Deed	$350,000	Cash from Clyde North DCP	
RD21	Land for intersection flaring	Concept Ultimate Intersection Land Take Areas as depicted in the appendix to the Clyde North DCP.	.200ha	Immediately, upon execution of this Deed	$350,000	Cash from Clyde North DCP	
OS02	Land for Active Playing Fields 2	As depicted in the appendix to the Clyde North DCP.	9.309ha	Immediately, upon execution of this Deed	$26,203,400	Cash from Clyde North DCP	
				Total Agreed Land Value:	$33,220,900		

[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] The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change . In determining the Agreed Land Value, Council will have used the method described in the DCP.

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Schedule 4

OPEN SPACE LAND

Open Space Land	Open Space Land Description[11]	Area of the Open Space Land	Milestone for vesting of the Open Space Land	Equalisation Payment for Open Space Land[12]	Funding Source	Timing for Equalisation Payment
1	NP2- The part of the land shown marked "Unencumbered Public Open Space A" on the plan prepared by Reeds Consulting titled "22344P" Version H	.194 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
2	NP4- The part of the land shown marked "Unencumbered Public Open Space B" on the plan prepared by Reeds Consulting titled "22344P" Version H	1.361 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
3	NP6- The part of the land shown marked "Unencumbered Public Open Space C" on the plan prepared by Reeds Consulting titled "22344P" Version H	2.0282 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
4	NP7- The part of the land shown marked "Unencumbered Public Open Space D" on the plan prepared by Reeds Consulting titled "22344P" Version H	0.3558 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.

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

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Equalisation transaction	Public Open Space Equalisation Payment for provision under the 3.54% requirement in clause 53.01 of the Casey Planning Scheme			The equivalent of the value of 0.7790 ha 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, as defined in the permit plans and being 135.225 Ha in area and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Council	Within 30 days of the issue of a Statement of Compliance that transfers the last of the reserve land listed in this table

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Schedule 5

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Certificate of Title
Volume 04024 Folio 689

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Schedule 6

Land Specified for the purposes of clause 18.1

Project No.	Land Description	Area
RD01	Land for Soldiers Road- North-south Arterial	3.610ha
RD20	Land for intersection flaring	.200ha
RD21	Land for intersection flaring	.200ha
OS02	Land for Active Playing Fields 2	9.309ha

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City of Casey

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City of Casey

Schedule 7

Planning Permit Details

PlnA00048/16 issued on 27 April 2017

Any planning permit that has not lapsed or been cancelled, issued by Council relating to the provision of an Other Land Project.

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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

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Executed by **Frontlink Pty Ltd ACN 074 034 496**)
)
in accordance with s 127 of the Corporations Act 2001:

N. Mondous
.....
Signature of Sole Director and Company Secretary

NATALIE MONDOUS
.....
Print full name

80 CLARENDON ST, SOUTHBANK
.....
Print address

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

OFFICE OF TITLES A.M.T. VICTORIA Search

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260201 1420 45 $1320

Lodged by:
Name: COMITO & CO
Phone:
Address:
Ref.:
Customer Code: 38506

MADE AVAILABLE / CHANGE CONTROL
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*
VOLUME 4024 FOLIO 689

DX3371930-1-1

Estate and Interest: *(e.g. "all my estate in fee simple")*
ALL ITS ESTATE IN FEE SIMPLE

Consideration:
$1,950,000.00

Transferor: *(full name)*
WELLINGTON PASTORAL CO. PROPRIETARY LIMITED A.C.N. 004 222 646

Transferee: *(full name and address including postcode)*
FRONTLINK PTY. LTD. A.C.N. 074 034 496
Of 18-22 Leemak Crescent Berwick - 3806

Original Transfer of Land
Stamped with: $107,250.00
Trn: 888698 10-NOV-2000
Stamp Duty Victoria, LKHO

Directing Party: *(full name)*

Dated: 17th OCTOBER 2000 SEE ANNEXURE PAGE 2 28-2-9

Execution and attestation:

THE COMMON SEAL OF WELLINGTON PASTORAL CO. PROPRIETARY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

WELLINGTON PASTORAL CO. PROPRIETARY LIMITED A.C.N. 004 222 646 ★ The Common Seal Of

DIRECTOR J B Spooner
NAME: JOHN BARRY SPOONER
ADDRESS: C/O INTERNATIONAL MARINE PTY LTD 1278 FERNTREE GULLY RD SCORESBY.

SECRETARY: HEINDRIK
NAME: H-H. SCHREURS
ADDRESS: 4, MARTIN STREET PEARCEDALE 3912 Vic

Approval No. 593988L

ORDER TO REGISTER
Please register and issue title to

T1

Signed Cust. Code:

STAMP DUTY USE ONLY 107250

Victorian Stamp Duty
$107,250
Stamps Act 1958
AP 818
Invoice Number
Date
Signature
Collateral / Counterpart

OFFICE OF TITLES VICTORIA

THE BACK OF THIS FORM MUST NOT BE USED

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ANNEXURE PAGE
Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page A1 of *Approved Form* T1 dated between
WELLINGTON PASTROAL CO. PROPRIETRARY LIMITED ADN FRONTLINK PTY. LTD.

Signatures of the parties × DIRECTOR. × SECRETARY

Panel Heading

EXECUTION AND ATTESTATION CLAUSES CONTINUED

THE COMMON SEAL OF FRONTLINK PTY. LTD. WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION BY A PERSON WHO IS A SOLE DIRECTOR AND SOLE SECRETARY OF THE COMPANY IN THE PRESENCE OF:

FRONTLINK PTY LTD A.C.N. 074 034 496 The Common Seal of

SOLE DIRECTOR AND SOLE SECRETARY: ×N.Mondous× NM

NAME: NATALIE MONDOUS
ADDRESS: 18-22 Leemak Crescent Berwick

DX337193Q-2-9

Approval No. 593988L

A1

OFFICE OF TITLES VICTORIA

1. If there is insufficient space to accommodate the required infor *Form* insert the words "See Annexure Page 2" (or as the case m on the Annexure Page under the appropriate panel heading. TH **PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexur
3. The Annexure Pages must be properly identified and signe *Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

X337193Q
260201 1420 45 $1320

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maintaining publicly searchable registers and indexes.

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

Section 181 **Planning and Environment Act 1987**

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	KAL:OXO:6838568
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.4024 Folio 689

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

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: ANNMAREE DRAKOS

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

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23/08/2018 $96.10 173

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.

2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

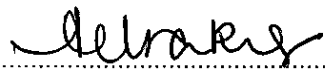
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Casey City Council

Signer Name: ANN-MAREE DRAKOS

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: 

Execution Date: 23 August 2018

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AR380745D
23/08/2018 $96.10 173

Russell Kennedy
Lawyers

CASEY CITY COUNCIL

and

FRONTLINK PTY LTD

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property: Lot 1 on TP392956D, Clyde North, Victoria 3978

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
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AR380745D
23/08/2018 $96.10 173

THIS AGREEMENT is made on 5 July 2018

PARTIES

1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, Victoria 3805
("**Council**")

2 **FRONTLINK PTY LTD**
ACN 074 034 496
of Unit 7, Level 1, 484 Graham Street, Port Melbourne, Victoria 3207 (formerly of 18-22 Leemak Crescent, Berwick, Victoria 3806)
("**Owner**")

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C Condition 37 of the Permit provides as follows:

"***Community Infrastructure Levy***

37. Before the issue of a Statement of Compliance for any stage of 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 made 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."

D This Agreement has been entered into in order to:

- comply with condition 37 of the Permit;
- prohibit, restrict or regulate the use or development of the Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

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THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

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

1.2 "**Agreement**" means this Agreement, including the recitals and any annexures to this Agreement.

1.3 "**Building Permit**" means a building permit under the *Building Act 1993.*

1.4 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.

1.5 "**Community Infrastructure Levy**" means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan.

1.6 "**Development Contributions Plan**" means the *Clyde North Precinct Structure Plan Development Contributions Plan, August 2011* which is incorporated in the Scheme (as amended from time to time).

1.7 "**GST**" means the goods and services tax as defined in the *GST Act.*

1.8 "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

1.9 "**Input Tax Credit**" in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.

1.10 "**Land**" means the land within the Scheme described as lot 1 on TP392956D being the whole of the land contained in certificate of title volume 4024 folio 689.

1.11 "**Lot**" means any lot created as a result of:

1.11.1 the subdivision of the Land; or

1.11.2 the subdivision of any part of the Land.

1.12 "**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 Land or any part of it.

1.13 "**Permit**" means planning permit PlnA00048/16, issued by Council on 27 April 2017, authorising:

1.13.1 multi-lot subdivision in stages (up to 1000 lots);

1.13.2 construction and carry out works including roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay;

1.13.3 creation of restrictions; and

1.13.4 creation of access to a road in a Road Zone Category 1.

1.14 "**Scheme**" means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.

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1.15 "**Tax Invoice**" in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends:

3.1.1 in respect of any Lot, upon the payment of the Community Infrastructure Levy plus any interest, costs or expenses required to be paid to the Council under this Agreement in respect of that Lot; and

3.1.2 otherwise, in accordance with the Act.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended as to any part of the Land (including any Lot), the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement in the Register in respect of that part of the Land.

4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that:

4.1.1 the Community Infrastructure Levy in respect of the development of any Lot must be paid to the Council in accordance with the Development Contributions Plan prior to the issue of any Building Permit in connection with that Lot; and

4.1.2 if for any reason a Building Permit is not required for the development of any Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan before the commencement of that development.

4.2 Successors in title

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

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4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

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

4.6 Indemnity

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

4.7 Non-compliance

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

4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

4.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

4.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

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4.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;

4.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

4.7.8 if the Owner executes a mortgage as required by clause 4.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.8 Covenants run with the Land

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

4.9 Owner's warranty

The Owner warrants and covenants that:

4.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.9.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

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

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

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5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

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

6.2 Time of the essence

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

6.3 Governing law and jurisdiction

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

6.4 Enforcement and severability

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

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

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

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7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

7.2.2 if posted within Australia to an Australian address, two Business Days after posting;

7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

8.1 the singular includes the plural and vice versa;

8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

8.5 words importing one gender include other genders;

8.6 other grammatical forms of defined words or expressions have corresponding meanings;

8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

8.7.1 two or more parties; or

8.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

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8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

8.12 a party that is a trustee is bound both personally and in its capacity as trustee;

8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the Manager Statutory Planning and Building Services on behalf of **CASEY CITY COUNCIL** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:)

Witness

Elle Dewacht
Print Name

EXECUTED by **FRONTLINK PTY LTD ACN 074 034 496** by its duly appointed attorney who is an authorised substitute attorney of Frontlink Pty Ltd's attorney Australand Residential No. 156 Pty Ltd (formerly known as Australand Industrial No. 156 Pty Ltd and appointed pursuant to power of attorney dated 14 September 2007) pursuant to power of attorney dated 27 February 2017 and at the date of execution he/she has received no notice of revocation of the power of attorney in the presence of:)

Signature of attorney

Witness

Jill Lim
Name of Attorney

TODD HYLAND
Witness name

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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.

AH336996N
01/07/2010 $0 201UB

Read this before you start

❶ Fill page 1 online ❷ Print form single sided ❸ 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 Folio

Land Title 2

Volume Folio

Other Land Titles

see attached listing

2. Signature/s

Growth Area Authority

Signature

PETER SEAMER

Name of Signatory

3. Date (dd/mm/yyyy)

28/06/2010

4. Does the lodging party have a customer code?

No *Go to question 5*

Yes What is the customer code? 14273H Reference 0/10/5935

5. Lodging party details

Lodging party

Given Name(s)

Family Name/ Company Name GAA

Phone 03 9651 9600

Address

No. Level 29 Street 35 Collins St

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

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
2653/464	8460/840	8926/757	9400/606	9573/296	9768/698	10287/865
2739/613	8499/602	8958/110	9400/607	9573/297	9769/001	10310/687
3351/178	8499/603	9019/664	9400/608	9573/298	9769/550	10335/090
3431/066	8499/604	9041/695	9400/609	9573/299	9769/551	10346/417
3451/097	8499/605	9041/696	9409/902	9573/300	9769/552	10346/420
3494/753	8510/612	9047/508	9412/866	9573/301	9769/553	10353/885
3498/413	8510/613	9047/509	9418/330	9584/888	9769/554	10354/868
3529/743	8525/626	9068/407	9434/235	9584/889	9769/555	10354/869
3659/736	8525/627	9068/408	9441/095	9584/890	9769/556	10364/835
4024/689	8535/846	9068/410	9441/096	9584/891	9769/558	10387/819
4120/995	8559/003	9068/411	9441/097	9584/892	9769/559	10392/883
4144/695	8570/377	9068/412	9441/098	9584/894	9792/811	10392/884
4317/220	8574/170	9068/413	9441/099	9589/589	9797/850	10467/987
4643/431	8574/171	9091/159	9445/613	9603/847	9818/407	10488/902
5244/653	8589/156	9091/160	9459/267	9603/848	9818/408	10515/166
5378/559	8590/053	9091/161	9464/464	9603/849	9818/409	10515/167
5419/739	8618/945	9091/162	9464/465	9603/850	9818/410	10529/857
5623/570	8618/946	9091/163	9464/466	9613/003	9818/411	10529/858
5861/083	8618/947	9091/164	9464/467	9613/004	9818/413	10529/859
5879/798	8618/948	9091/167	9464/468	9613/006	9818/414	10529/860
5897/243	8618/949	9091/168	9464/469	9613/007	9818/415	10529/861
6153/539	8618/950	9091/169	9464/470	9622/089	9818/416	10533/550
6268/567	8645/296	9091/170	9464/472	9622/479	9818/417	10548/571
6313/505	8645/297	9091/171	9464/477	9630/985	9823/781	10555/205
6588/458	8645/298	9091/172	9464/478	9630/988	9828/775	10558/952
6828/581	8645/299	9156/474	9464/479	9637/198	9829/168	10559/138
6850/889	8645/300	9162/231	9472/647	9637/199	9829/169	10559/139
7016/149	8645/301	9162/233	9505/016	9637/200	9829/170	10578/614
7241/131	8645/302	9162/235	9506/354	9645/118	9829/171	10591/667
7297/320	8645/303	9162/236	9506/355	9645/119	9829/172	10591/669
7649/106	8645/304	9162/239	9506/356	9646/711	9829/173	10631/394
7721/063	8693/465	9164/126	9506/357	9653/943	9847/761	10631/395
8060/150	8693/466	9212/048	9506/358	9670/430	9850/172	10631/396
8105/076	8693/467	9281/403	9506/359	9670/431	9850/173	10643/019
8139/039	8693/468	9281/404	9506/360	9679/020	9891/057	10643/020
8139/040	8693/469	9281/405	9506/361	9679/022	9904/374	10662/609
8139/041	8693/470	9302/167	9511/336	9679/031	9911/058	10662/610
8139/042	8695/978	9307/840	9512/652	9690/926	9943/887	10668/112
8139/043	8716/634	9310/362	9512/655	9690/928	9943/888	10684/297
8139/044	8716/635	9317/264	9530/273	9690/929	9947/688	10684/298
8158/838	8716/636	9317/265	9531/535	9690/930	9947/689	10699/832
8164/741	8716/637	9317/266	9536/875	9692/053	9951/963	10699/833
8167/220	8733/753	9317/267	9536/876	9702/195	9961/562	10703/758
8182/120	8756/899	9317/269	9538/957	9706/679	9968/697	10703/759
8223/415	8776/891	9320/510	9546/805	9717/080	10008/331	10710/963
8255/346	8776/892	9320/987	9546/806	9717/081	10035/791	10710/964
8268/078	8795/871	9327/702	9546/807	9717/082	10091/287	10728/731
8294/528	8810/831	9327/703	9546/808	9723/056	10091/288	10728/732
8319/753	8817/127	9327/704	9546/809	9764/061	10111/889	10731/092
8322/627	8831/247	9327/706	9547/026	9764/062	10191/894	10743/778
8322/628	8833/446	9329/578	9547/027	9764/063	10267/821	10803/208
8413/375	8844/913	9332/136	9547/028	9764/064	10267/822	10817/497
8413/376	8889/375	9379/582	9547/030	9764/065	10276/848	10817/498
8426/111	8900/410	9394/598	9550/779	9764/066	10276/849	10817/864
8451/208	8901/079	9400/604	9573/295	9768/697	10276/986	10820/364

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Vol/Fol	Vol/Fol	Vol/Fol
10821/506	11134/054	11198/849
10821/507	11134/056	11198/850
10822/764	11141/164	11198/851
10822/765	11144/531	11198/852
10825/741	11157/739	11198/853
10844/147	11166/738	11198/854
10844/148	11183/432	11198/855
10850/362	11183/433	11198/856
10850/363	11183/434	11198/857
10858/584	11184/928	11198/858
10858/585	11188/439	11198/859
10879/860	11188/800	11198/860
10891/490	11188/801	11198/861
10891/491	11188/802	11198/862
10893/012	11188/815	11198/863
10893/013	11189/027	11198/864
10893/908	11189/028	11198/865
10893/909	11189/076	11198/866
10898/975	11191/050	11198/867
10898/976	11191/089	
10919/796	11192/901	
10928/419	11192/902	
10928/421	11192/903	
10931/283	11192/904	
10931/286	11192/949	
10936/546	11192/950	
10938/477	11196/320	
10939/559	11196/321	
10947/739	11196/322	
10947/835	11196/323	
10961/299	11196/324	
10978/465	11196/325	
10983/580	11196/326	
10995/818	11196/327	
11018/870	11196/328	
11018/871	11196/329	
11036/793	11196/330	
11036/794	11196/331	
11041/313	11196/332	
11049/193	11196/333	
11049/194	11196/334	
11054/791	11196/335	
11062/880	11196/336	
11067/255	11196/337	
11068/855	11196/338	
11072/660	11196/339	
11085/720	11196/340	
11100/896	11196/341	
11105/203	11196/342	
11105/204	11196/343	
11117/311	11196/344	
11117/312	11196/345	
11127/035	11198/846	
11134/051	11198/847	
11134/053	11198/848	

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TITLE PLAN		EDITION 4	TP 392956D

Location of Land

Parish: CRANBOURNE
Township:
Section:
Crown Allotment:
Crown Portion: 59 (PT)

Last Plan Reference:
Derived From: VOL 4024 FOL 689
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All that piece of Land, delineated and coloured red on the map in the margin containing Three hundred and thirty-three acres two -- roods and thirty-seven perches or thereabouts being part of Crown Portion -------- Fifty-nine Parish of Cranbourne County of Mornington Together with a right of -- carriage way over the road coloured brown on the said map ----------

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 27/06/2000
VERIFIED: AK

COLOUR CODE
BR = BROWN R = RED

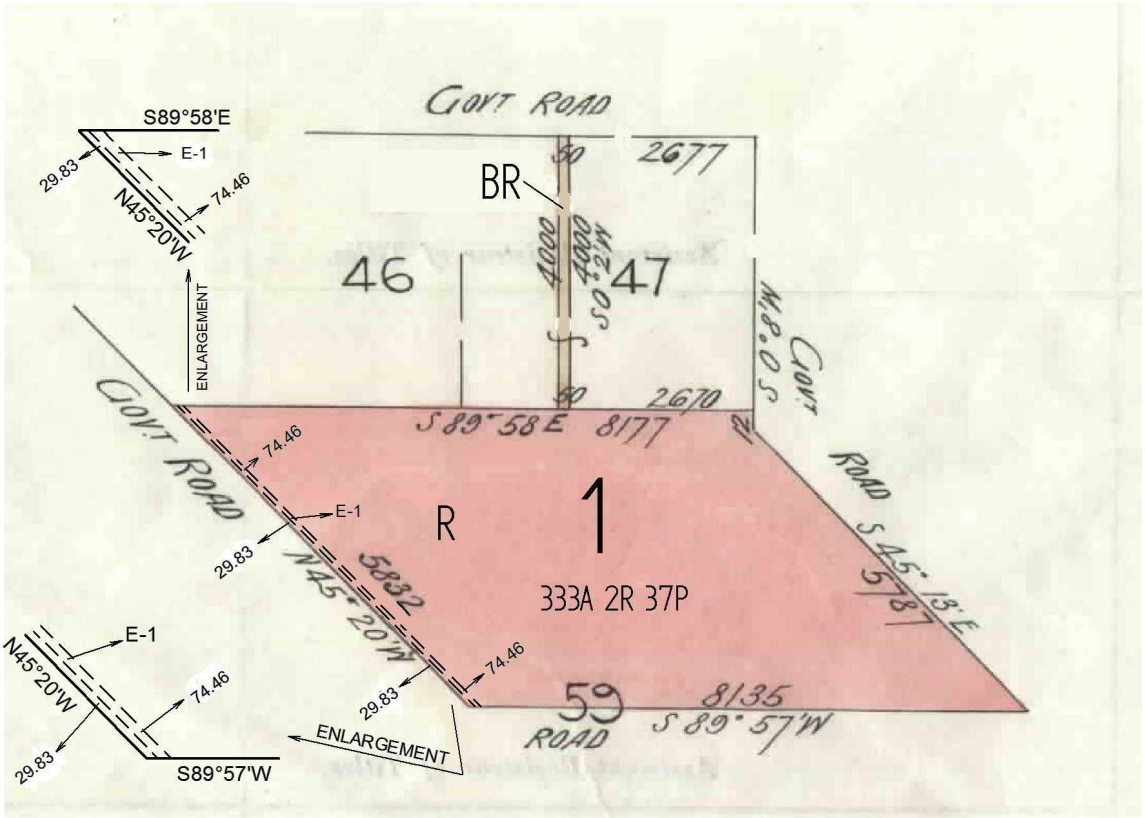


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CP 59 (PT)

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 2 sheets

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PLAN No: TP392956D

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of
E-1	**Water Supply** & rights in connection therewith set out in AA1354	SEE PLAN	Land Acquisition & Compensation Act 1989 and Section 130 Water Act 1989 see notification AG839707D	Melbourne Water Corporation

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

TP392956D

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 1	E-1	NOTIFICATION OF EASEMENT	AG839707D	28/10/09	2	AJMCC
		RECTIFICATION	AH229052W	18/5/10	3	AJMCC
		RECTIFICATION PLAN AMEND	AQ921454M	13/04/18	4	M.M.C.

Register Search Statement - Volume 4024 Folio 689

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

VOLUME 04024 FOLIO 689 Security no : 124089269639M
Produced 14/04/2021 11:49 AM

LAND DESCRIPTION

Lot 1 on Title Plan 392956D (formerly known as part of Portion 59 Parish of Cranbourne).
PARENT TITLE Volume 03146 Folio 148
Created by instrument 820034 17/02/1917

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FRONTLINK PTY LTD of 18-22 LEEMAK CR BERWICK 3806
X337193Q 26/02/2001

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
AH336996N 01/07/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AR380745D 23/08/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AU144110T 16/03/2021

DIAGRAM LOCATION

SEE TP392956D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU060884X	REMOVAL OF ENCUMBRANCE	Registered	19/02/2021
AU144110T (E)	AGREEMENT	Registered	22/03/2021

---END OF REGISTER SEARCH STATEMENT---

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

Street Address: 1275 POUND ROAD CLYDE NORTH VIC 3978

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 14/04/2021, for Order Number 67531290. Your reference: 307372-00189.

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 14/04/2021 12:08:10 PM

Status	Registered	Dealing Number	AU144110T
Date and Time Lodged	16/03/2021 06:32:50 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:7983105.001 - S1

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
4024/689

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Street Number	0
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805

Additional Details
Refer Image Instrument

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 MARCH 2021

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Instrument**
Document Identification	**AU144110T**
Number of Pages (excluding this cover sheet)	**32**
Document Assembled	

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The document is invalid if this cover sheet is removed or altered.

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CASEY.VIC.GOV.AU

City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Date ~~07~~ 16 / 03 /2021

Subject Land: **1/1275 Pound Road, Clyde North "Honour Village Estate"**

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

Casey City Council

and

Frontlink Pty Ltd

AU144110T

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City of Casey

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Dated ~~02~~ 16 / 03 / 2021

Parties

Name	**Casey City Council**
Address	Municipal Offices, Bunjil 2 Patrick Northeast Drive, Narre Warren Victoria
Short name	**Council**

Name	**Frontlink Pty Ltd ACN 074 034 496**
Address	80 Clarendon Street, Southbank, Victoria
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 under both the Clyde North DCP and the Clyde DCP.

C. The Owner is or is entitled to be the registered proprietors of the Subject Land. Frontlink Pty Ltd owns the Subject Land and enters into this Agreement as Trustee for Natalie Mondous Family Trust ABN 25 154 256 300

D. The Clyde North DCP 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. Certain of the Infrastructure Projects are also funded by the Clyde DCP.

E. The Owner has asked Council for permission to carry out the Infrastructure Projects, and Council has agreed, in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.

F. Council has offered, and the Owner has accepted, for the Land Projects to vest or transfer to Council in return for a cash reimbursement having regard to the availability of funds in the Clyde North DCP. For the avoidance of doubt, Council has already acknowledged that there are sufficient funds in the Clyde North DCP for the Immediate Land Projects to be subject to a cash reimbursement.

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G. 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 53.01 of the Planning Scheme to make the Public Open Space Contribution.

H. The terms and conditions for the matters set out in Background E, F and G are set out in this Agreement.

I. The Owner enters into this Agreement in satisfaction of Condition 9 of Planning Permit PlnA00048/16 issued on 27 April 2017.

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 relevant Development Contributions Plan.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

Agreed Project Value means the amount specified in Schedule 2 (plus Indexation) 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 6.4 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 to the satisfaction of Council and VicRoads (where applicable).

Collecting Agency and Development Agency have the same meaning as in the Clyde North DCP and the Clyde DCP.

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:

(a) $325.80 if paid within 12 months from the date that this Agreement commences; or

(b) $325.80 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 Indexed value of the Other Land Project, as the case may be, against the amount of the Development Contribution Levy that the Owner is obliged to pay

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for the Subject Land under this Agreement and the Clyde North 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 Clyde North Development Contributions Plan. In this Agreement subject to clause 5.4, it means the levy payable per developable hectare at the rate specified in the Clyde North Development Contributions Plan for the Subject Land.

Development Contributions Plan (or DCP) means either the Clyde North Development Contributions Plan dated August 2011, as amended from time to time, being an incorporated document in the Planning Scheme or the Clyde Development Contributions Plan dated October 2014, as amended from time to time, also being an incorporated document in the Planning Scheme, as appropriate.

EMLevy means the Melbourne Strategic Assessment Environmental Mitigation Levy under the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020*.

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 Clyde North Development Contributions Plan or the PSP as relevant, 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 53.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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Immediate Land Project means a Land Project specified in Schedule 3.

Indexation (or **Index** or **Indexed**) means periodic adjustment of an amount carried out in accordance with the method and on the date which are specified in the Clyde North Development Contributions Plan and the Clyde Development Contributions Plan as appropriate.

Infrastructure Project 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 a land project applicable to the Subject Land under the Clyde North DCP other than Open Space Land.

Landscape Components means the soft and hard landscaping components of an Infrastructure Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, bollards, 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 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 a Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed Plan.

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

Other Land Project means a Land Project other than an Immediate Land Project.

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.

Planning Permit means the planning permit(s) specified in Schedule 7 authorising the use and / or 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.

PSP means the Clyde North Precinct Structure Plan.

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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 the Planning Permit.

Registrar has the same meaning as the Transfer of Land Act 1958.

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

Road 42 means Road 42 identified on the Public Infrastructure Plan and being the local east west road shown immediately to the north of Immediate Land Project designated OS-02 in Schedule 3 and the school designated State Secondary School 7 – 12 in Plan 2 of the Clyde North DCP.

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, $325.80; or

(b) if paid at any time after 12 months of the date this Agreement commences, $325.80 plus Indexation.

Schedule means a schedule to this Agreement.

Stage 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 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.

Total Agreed Land Value means the total amount of the Agreed Land Value of all Immediate Land Projects as specified in Schedule 3.

Wetlands Reserve means the waterway / drainage reserve / wetlands on the Subject Land generally in accordance with the PSP and Public Infrastructure Plan.

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;

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2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme (including any incorporated document) includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme (including any incorporated document);

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

Subject to clause 21, 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 subject to clause 5.3 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis subject to -

5.1.1 the Owner's entitlement to a Credit and

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5.1.2 the provisions of this Agreement;

5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset 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.

5.3 the Development Infrastructure Levy payable by the Owner in respect of those Stages of development under the Planning Permit for which it seeks a Statement of Compliance under the *Subdivision Act 1988* prior to 1 July 2021 is to be adjusted so that, instead of the amount required to be paid in accordance with the Clyde North DCP, the Development Infrastructure Levy is to be recalculated so as to incorporate and take into account the Agreed Land Values as the values for the Immediate Land Projects comprised in the Clyde North DCP.

5.4 for the Stages of development of the Subject Land referenced in the Planning Permit in respect of which a Statement of Compliance is issued after 1 July 2021, the Development Infrastructure Levy payable is to be in accordance with clause 5.5.

5.5 for the purpose of the subsequent periodic re-calculation of the Development Infrastructure Levy at least in respect of the Subject Land under the Clyde North Development Contributions Plan, Council:

5.5.1 will fix the land values for all completed land projects (other than the Immediate Land Projects) in the Clyde North Development Contributions Plan as at the land value used to calculate the levy as at 1 July 2020;

5.5.2 will fix the land values of the Immediate Land Projects at the Agreed Land Value;

5.5.3 may continue to Index any Infrastructure Project in accordance with the Development Contributions Plan; but

5.5.4 will fix the cost of each Infrastructure Project at the Agreed Project Value upon the issued of a Certificate of Practical Completion of that Infrastructure Project in accordance with this Agreement.

5.6 for the purpose of clause 5.5, a land project is *completed* when the land project has either vested in Council or the relevant owner of that land project has agreed to vest the land project in Council for a fixed land value.

6. Works In Kind – Infrastructure Projects

6.1 Owner to carry out Infrastructure Project

The Owner covenants and agrees that, subject to clause 6.2 unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party or Council, 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.

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6.2 Access for Infrastructure Project

Where the land related to an Infrastructure Project has been vested in or transferred to Council prior to the Provision Trigger for that Infrastructure Project, the Owner and Council must use their best endeavours to enter into an agreement on reasonable terms to provide for access to that land to allow the undertaking of the Infrastructure Project.

6.3 Payment of Agreed Project Value

The Owner acknowledges and agrees that where an Infrastructure Project is provided by the Owner, the Agreed Project Value will be paid -

(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) at the time set out in Schedule 2

and then upon the exhaustion of any Credit -

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

6.4 Design and construction of Infrastructure Projects

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

6.4.1 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;

6.4.2 the plans and specifications must:

(a) be to the satisfaction of Council and the Development Agency;

(b) comply with any relevant standard in the relevant Development Contributions Plan; and

(c) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;

6.4.3 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;

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

6.4.5 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

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(c) a copy of the proposed construction program;

6.4.6 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

6.4.7 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.

6.5 Certificate of Practical Completion

The Owner covenants and agrees that:

6.5.1 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

6.5.2 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.

6.6 Credit

The Parties agree that:

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

6.6.2 upon the provision of a Credit and or payment to the Owner 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;.

6.6.3 where pursuant to clause 6.6.1 a Credit is due to the Owner in respect of one or more Infrastructure Projects, the Owner shall not be required to pay the Development Infrastructure Levy payable in accordance with the Clyde North Development Contributions Plan and this Agreement to the extent of the Credit that is due to the Owner; and

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6.6.4 At the time of the issue of a Statement of Compliance for the final Stage of the development of the Subject Land, Council must pay the Owner a cash amount to the extent that the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy for the Subject Land.

7. Land Projects and Open Space Land

7.1 Immediate Land Projects

7.1.1 Council and the Owner acknowledge and agree that each Immediate Land Project is to be provided to Council by way of vesting each Immediate Land Project in Council by the creation of reserves for the relevant purposes as identified by Council pursuant to the process set out in section 35 of the *Subdivision Act 1988* as soon as reasonably practicable.

7.1.2 The Owner must at its cost (including SPEAR lodgement costs) prepare the plan(s) of subdivision under section 35 of the *Subdivision Act 1988* on behalf of Council and Council must subject to the usual requirements as relevant expeditiously certify that or those plan(s) of subdivision once submitted on the process known as "SPEAR".

7.1.3 The parties must co-operate with each other to enable prompt lodgement of the plan(s) of subdivision prepared under this clause 7.1 including but not limited to signing all documents and doing all things reasonably necessary to facilitate lodgement.

7.1.4 Council must pay the Owner in cash the Total Agreed Land Value within 90 days of Council receiving the notification by the Registrar of Titles of the vesting of the last of the parcels comprising the Immediate Land Projects in Council.

7.1.5 Council and the Owner acknowledge and agree that any works or servicing which would normally be undertaken prior the vesting of any of the Immediate Land Projects in Council will be undertaken by the Owner after the vesting of the Immediate Land Project in Council in accordance with the requirements of the relevant Stage. The parties agree that purpose of this clause 7.1.5 is to enable prompt vesting of the Immediate Land Projects.

7.1.6 For the avoidance of doubt, the parties agree that the Owner may prepare one or more than one plan to vest the Immediate Land Projects in Council and in any order as long as it is consistent with this Agreement.

7.1.7 Nothing in this clause 7.1 shall operate to prevent the Owner from applying to Council to amend the order of the staging of the plans (including any re-certification of plans) for the Immediate Land Projects relative to the development of the Subject Land. Council must expeditiously consider any application to amend the order (including re-certification) to enable the Immediate Land Projects to precede any Stage of the development of the Subject Land and prompt vesting of the Immediate Land Projects.

7.1.8 The parties agree that any GAIC and EMLevy which is or may become payable in respect of an Immediate Land Project upon its provision to Council is to be paid by Council. For the avoidance of doubt, the Owner is responsible for all and any GAIC and EMLevy on any of its own land not being provided to Council.

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City of Casey

7.2 Other Land Projects and Open Space Land

Council and the Owner covenant and agree that:

7.2.1 Subject to this Agreement, the Owner will transfer to or vest in Council any Other Land Project prior to or concurrent with the Stage in accordance with the Public Infrastructure Plan.

7.2.2 Subject to clause 7.2.3, Council must pay the Owner in cash the Indexed value for the Other Land Project in accordance with the Clyde North DCP as at the day of the transfer or vesting. Payment must be made within 30 days of Council receiving notification by the Registrar of Titles of the vesting or transfer of the Other Land Project in Council.

7.2.3 Where there are insufficient funds available in the Clyde North DCP for the cash payment under clause 7.2.2, Council must give the Owner written notice at the time of the issue of a Statement of Compliance for the relevant Stage notifying the Owner that there are insufficient funds in the Clyde North DCP for the cash payment.

7.2.4 Upon receipt of written notice under clause 7.2.3, payment to the Owner for the Indexed value of the Other Land Project will be made:

(a) first as a Credit against the Owner's liability to pay the Development Infrastructure Levy for the Stage; and then

(b) as a cash payment to the Owner in accordance with clause 7.2.2 where there are sufficient funds available in the Clyde North DCP at the time of the issue of a Statement of Compliance for any subsequent Stage or otherwise as a Credit against the Owner's liability to pay the Development Infrastructure Levy for the subsequent Stage; and then

(c) immediately following the final Stage of the development of the Subject Land, as a cash payment to the Owner within 30 days of Council receiving notification by the Registrar of Titles of the vesting or transfer of the Other Land Project in Council where the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy for the relevant Stage.

7.3 Landscaping of Open Space Land

7.3.1 The Owner covenants and agrees that all 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 vested in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

7.3.2 The Parties agree that 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 the Open Space Land, as the case may be becomes the responsibility of Council.

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8. Specific obligations

8.1 Public Infrastructure Plan

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

8.2 Provision of Road 42

The Owner must at its cost in each and every respect complete construction of Road 42 as a local access road by 30 June 2023 or such other date as is agreed with Council.

8.3 Open Space Land and Equalisation Payment

Council and the Owner covenant and agree that subject to this Agreement:

8.3.1 the Owner will vest in Council the Open Space Land specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4;

8.3.2 Council will pay to the Owner the Equalisation Payment specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4; and

8.3.3 upon complying with clause 8.3.1, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

8.4 Condition 48 of Planning Permit

Despite any provision in this Agreement that may be to the contrary, Council acknowledges and agrees that the Owner is not required to undertake the servicing or works referred to in condition 48 of Planning Permit PlnA00048/16 issued on 27 April 2017 in relation to the Immediate Land Project designated OS02 in the Clyde North DCP and is relieved of all obligations under that condition for that Immediate Land Project.

8.5 Co-Operation

Council and the Owner must co-operate to make any necessary changes to the Planning Permit, Public Infrastructure Plan, Endorsed Plans or staging of any plans including plans of subdivision (including but not limited to allowing for immediate vesting of the Immediate Land Projects and Wetlands Reserve, if applicable) as may be reasonably necessary to give effect to this Agreement or to make those documents consistent with this Agreement.

8.6 Wetlands Reserve

8.6.1 The parties acknowledge that Council has provided its in-principal support for the rezoning of the Wetlands Reserve to Urban Floodway Zone. For the avoidance of doubt, this does not imply or require that Council will act as Planning Authority for the purposes of any such rezoning.

8.6.2 Council must produce to the Owner within 7 days of being requested to do so, written confirmation to the satisfaction of the Owner as to its support under clause 8.6.1.

8.6.3 Subject to the execution of this Agreement and the completion of all other normal requirements prerequisite to the certification of plans, Council must expeditiously process the certification of any plan(s) of subdivision for seeking to subdivide the Subject Land to create a lot, reserve or otherwise for the Wetlands Reserve (subject to the consent of Melbourne Water) pursuant to the process set out in s 35 of the *Subdivision Act 1988*.

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9. Parties' acknowledgments

9.1 Agreed Land Value

The Parties agree that:

9.1.1 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

9.1.2 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.

9.2 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.

9.3 Environmental Assessment

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

10. Acknowledgement by the Parties

The Parties acknowledge and agree that:

10.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and

10.1.2 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.

11. Owner's further obligations

11.1 Notice and registration

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

11.2 Further actions

The Owner:

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11.2.1 must do all things necessary to give effect to this Agreement;

11.2.2 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

11.2.3 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.

11.3 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any Satisfaction Fee reasonably owing in accordance with this Agreement.

11.4 Council's costs to be paid

Unless otherwise specified in this Agreement, each party must bear its own costs and expenses (including reasonable legal expenses) relating to this Agreement, including:

11.4.1 drafting, finalising, signing and recording this Agreement;

11.4.2 drafting, finalising and recording any amendment to this Agreement;

11.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

11.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.5 Time for giving consent

If Council makes a request for payment of:

11.5.1 a fee under clause 11.3; or

11.5.2 any costs or expenses under clause 11.4

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.

11.6 Interest for overdue moneys

11.6.1 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.

11.6.2 If interest is owning, Council will apply any payment made to interest and any balance of the payment to the principal amount.

11.7 Notification of compliance with Owner's obligations

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

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12. 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.

13. Owner's Warranties

13.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

13.2 The Owner warrants that the Open Space Land 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.

14. 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:

14.1.1 give effect to this Agreement; and

14.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

15. General matters

15.1 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:

15.1.1 personally on the other Party;

15.1.2 by leaving it at the other Party's Current Address;

15.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;

15.1.4 by email to the other Party's Current Email.

15.2 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.

15.3 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.

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15.4 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.

15.5 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.

15.6 Governing law

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

15.7 Time of the Essence

Unless specified otherwise, the time for a Party complying with its obligations under this Agreement is of the essence.

16. GST

16.1 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.

16.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 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.

16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

17. Dispute Resolution

17.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 17.5 either party may at its election:

17.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or

17.1.2 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.

17.2 A party may not commence any of the processes referred to in clause 17.1 until it has complied with clauses 17.3 and 17.4.

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17.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.

17.4 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.

17.5 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.

18. GAIC

18.1 Subject to clause 7.1.8 the Owner acknowledges and agrees that apart from the land specified in Schedule 6 and Immediate Land Projects, 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.

18.2 The Parties agree that clause 18.1 survives the termination of this Agreement

18.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the applicable land referred to in clause 18.1 from its Inherent GAIC Liability.

19. 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.

20. Amendment of Agreement

20.1 This Agreement may be amended in accordance with the Act.

20.2 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.

21. Ending of Agreement

21.1 This Agreement ends in relation to the Subject Land or part thereof:

21.1.1 when the Owner has complied with all of the Owner's obligations for that part of the Subject Land under this Agreement; or

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21.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

21.2 Notwithstanding anything in this Agreement to the contrary, this Agreement may be amended or ended at any time by agreement between the parties.

21.3 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.

21.4 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

21.5 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.

21.6 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.

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City of Casey

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

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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	Agreed Project Value[4]	Funding Source[5]	Timing for Credit[6] / Reimbursement Payment

[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 / Cash 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.

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IN53-03	The construction of the balance of the intersection of North South Connector Road /Thompson Road	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde DCP.	Prior to issue of SOC for Stage 9 of Subdivision unless otherwise approved by Council.	The Agreed Project Value is the difference between the Project Amount and the amount credited or reimbursed by Council under the project to Property 53-05 (St Germain) acting reasonably with consideration to the Infrastructure Project Description and Extent of Project. The Project Amount is the amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged. OR the Actual Cost of Construction – whichever is the lesser amount.	Clyde DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.
IN53-04	The construction of the balance of the intersection of Bells Road/Thompson Road	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The Agreed Project Value is the difference between the Project Amount and the amount credited or reimbursed by Council under the project to Property 53-05 (St Germain) acting reasonably with consideration to the Infrastructure Project Description and Extent of Project. The Project Amount is the amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged OR the Actual Cost of Construction - whichever is the lesser amount.	Clyde DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.

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RD04	Soldiers Road: Construction of the extension of Soldiers Road from immediately south of the intersection between Viewbright Road and Soldiers Road through to Thompsons Road as an interim standard 2 lanes constructed to an urban standard.	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde North DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount.	Clyde North DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.
RD10	Construction of signalised Intersection at Soldiers Road (North-South Arterial Road)/Local Road at Town Centre.	As depicted in the Interim road design and described in the Preliminary Estimate of Development Costs in the appendix to the Clyde North DCP.	Prior to issue of SOC for Stage 13 of Subdivision unless otherwise approved by Council.	The amount specified in, and Indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount.	Clyde North DCP Credits or Cash reimbursement in accordance with this Agreement	Upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project.

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Schedule 3

IMMEDIATE LAND PROJECTS

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	Timing for Payment
RD01	Land for Soldiers Road- North-south Arterial within PSP Property ID 19.	Concept Ultimate Land Take Areas as depicted in the appendix to the Clyde North DCP.	3.610ha	Immediately, upon execution of this Deed	$6,317,500	Cash from Clyde North DCP	Not later than 90 days of notification by the Registrar of the vesting of the last of the parcels or reserves comprising the Immediate Land Projects in Council.
RD20	Land for intersection flaring	Concept Ultimate Intersection Land Take Areas as depicted in the appendix to the Clyde North DCP.	.200ha	Immediately, upon execution of this Deed	$350,000	Cash from Clyde North DCP	
RD21	Land for intersection flaring	Concept Ultimate Intersection Land Take Areas as depicted in the appendix to the Clyde North DCP.	.200ha	Immediately, upon execution of this Deed	$350,000	Cash from Clyde North DCP	
OS02	Land for Active Playing Fields 2	As depicted in the appendix to the Clyde North DCP.	9.309ha	Immediately, upon execution of this Deed	$26,203,400	Cash from Clyde North DCP	
				Total Agreed Land Value:	$33,220,900		

[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] The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change . In determining the Agreed Land Value, Council will have used the method described in the DCP.

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Schedule 4

OPEN SPACE LAND

Open Space Land	Open Space Land Description[11]	Area of the Open Space Land	Milestone for vesting of the Open Space Land	Equalisation Payment for Open Space Land[12]	Funding Source	Timing for Equalisation Payment
1	NP2- The part of the land shown marked "Unencumbered Public Open Space A" on the plan prepared by Reeds Consulting titled "22344P" Version H	.194 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
2	NP4- The part of the land shown marked "Unencumbered Public Open Space B" on the plan prepared by Reeds Consulting titled "22344P" Version H	1.361 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
3	NP6- The part of the land shown marked "Unencumbered Public Open Space C" on the plan prepared by Reeds Consulting titled "22344P" Version H	2.0282 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.
4	NP7- The part of the land shown marked "Unencumbered Public Open Space D" on the plan prepared by Reeds Consulting titled "22344P" Version H	0.3558 Ha	As part of or prior to the Statement of Compliance for the Stage including this Open Space Land.		Owner	.

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

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Equalisation transaction	Public Open Space Equalisation Payment for provision under the 3.54% requirement in clause 53.01 of the Casey Planning Scheme			The equivalent of the value of 0.7790 ha 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, as defined in the permit plans and being 135.225 Ha in area and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Council	Within 30 days of the issue of a Statement of Compliance that transfers the last of the reserve land listed in this table

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Schedule 5

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Certificate of Title
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Schedule 6

Land Specified for the purposes of clause 18.1

Project No.	Land Description	Area
RD01	Land for Soldiers Road- North-south Arterial	3.610ha
RD20	Land for intersection flaring	.200ha
RD21	Land for intersection flaring	.200ha
OS02	Land for Active Playing Fields 2	9.309ha

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Schedule 7

Planning Permit Details

PlnA00048/16 issued on 27 April 2017

Any planning permit that has not lapsed or been cancelled, issued by Council relating to the provision of an Other Land Project.

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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

AU1441101T

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Executed by **Frontlink Pty Ltd ACN 074 034 496**)
)
in accordance with s 127 of the Corporations Act 2001:

N. Mondous
.....
Signature of Sole Director and Company Secretary

NATALIE MONDOUS
.....
Print full name

80 CLARENDON ST, SOUTHBANK
.....
Print address

AU144110T

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

OFFICE OF TITLES A.M.T. VICTORIA — Search

X337193Q
260201 1420 45 $1320

Lodged by:
Name: COMITO & CO
Phone:
Address:
Ref.:
Customer Code: 38506

MADE AVAILABLE / CHANGE CONTROL
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*
VOLUME 4024 FOLIO 689

DX3371930-1-1

Estate and Interest: *(e.g. "all my estate in fee simple")*
ALL ITS ESTATE IN FEE SIMPLE

Consideration:
$1,950,000.00

Transferor: *(full name)*
WELLINGTON PASTORAL CO. PROPRIETARY LIMITED A.C.N. 004 222 646

Transferee: *(full name and address including postcode)*
FRONTLINK PTY. LTD. A.C.N. 074 034 496
Of 18-22 Leemak Crescent Berwick - 3806

Original Transfer of Land
Stamped with:$107,250.00
Trn:888698 10-NOV-2000
Stamp Duty Victoria, LKHO

Directing Party: *(full name)*

Dated: 17th OCTOBER 2000 — SEE ANNEXURE PAGE 2 28-2-9

Execution and attestation:

THE COMMON SEAL OF WELLINGTON PASTORAL CO. PROPRIETARY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

WELLINGTON PASTORAL CO. PROPRIETARY LIMITED A.C.N. 004 222 646 ★ The Common Seal Of

DIRECTOR J B Spooner
NAME: JOHN BARRY SPOONER
ADDRESS: C/O INTERNATIONAL MARINE PTY LTD 1278 FERNTREE GULLY RD SCORESBY.

SECRETARY: HENDRIK
NAME: H-H. SCHREURS
ADDRESS: 4, MARTIN STREET PEARCEDALE 3912 Vic

Approval No. 593988L

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY 107250

Victorian Stamp Duty
$107,250
Stamps Act 1958
AP 818
Invoice Number
Date
Signature
Collateral / Counterpart

T1

OFFICE OF TITLES VICTORIA

Signed Cust. Code:

THE BACK OF THIS FORM MUST NOT BE USED

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ANNEXURE PAGE
Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page A1 of *Approved Form* T1 dated between
WELLINGTON PASTROAL CO. PROPRIETRARY LIMITED ADN FRONTLINK PTY. LTD.

Signatures of the parties × B Spooner — × [signature] — DIRECTOR. SECRETARY

Panel Heading

EXECUTION AND ATTESTATION CLAUSES CONTINUED

THE COMMON SEAL OF FRONTLINK PTY. LTD. WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION BY A PERSON WHO IS A SOLE DIRECTOR AND SOLE SECRETARY OF THE COMPANY IN THE PRESENCE OF:

FRONTLINK PTY LTD A.C.N. 074 034 496 The Common Seal of

SOLE DIRECTOR AND SOLE SECRETARY: × N. Mondous NM ×

NAME: NATALIE MONDOUS
ADDRESS: 18-22 Leemak Crescent Berwick

DX337193Q-2-9

Approval No. 593988L

A1

OFFICE OF TITLES VICTORIA

1. If there is insufficient space to accommodate the required infor *Form* insert the words "See Annexure Page 2" (or as the case m on the Annexure Page under the appropriate panel heading. TH **PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexur
3. The Annexure Pages must be properly identified and signe *Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

X337193Q
260201 1420 45 $1320

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AR380745D

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Th
co
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us
maintaining publicly searchable registers and indexes.

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

Section 181 **Planning and Environment Act 1987**

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	KAL:OXO:6838568
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.4024 Folio 689

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

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: ANNMAREE DRAKOS

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

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23/08/2018 $96.10 173

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.

2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Casey City Council

Signer Name: ANN-MAREE DRAKOS

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: adrakos

Execution Date: 23 August 2018

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23/08/2018 $96.10 173

Russell Kennedy
Lawyers

CASEY CITY COUNCIL

and

FRONTLINK PTY LTD

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property: Lot 1 on TP392956D, Clyde North, Victoria 3978

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F + 61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

An international member of
AllyLaw

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23/08/2018 $96.10 173

THIS AGREEMENT is made on 5 July 2018

PARTIES

1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, Victoria 3805
("**Council**")

2 **FRONTLINK PTY LTD**
ACN 074 034 496
of Unit 7, Level 1, 484 Graham Street, Port Melbourne, Victoria 3207 (formerly of 18-22 Leemak Crescent, Berwick, Victoria 3806)
("**Owner**")

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C Condition 37 of the Permit provides as follows:

"***Community Infrastructure Levy***

37. Before the issue of a Statement of Compliance for any stage of 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 made 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."

D This Agreement has been entered into in order to:

- comply with condition 37 of the Permit;
- prohibit, restrict or regulate the use or development of the Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

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THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

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

1.2 "**Agreement**" means this Agreement, including the recitals and any annexures to this Agreement.

1.3 "**Building Permit**" means a building permit under the *Building Act 1993.*

1.4 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.

1.5 "**Community Infrastructure Levy**" means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan.

1.6 "**Development Contributions Plan**" means the *Clyde North Precinct Structure Plan Development Contributions Plan, August 2011* which is incorporated in the Scheme (as amended from time to time).

1.7 "**GST**" means the goods and services tax as defined in the *GST Act.*

1.8 "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

1.9 "**Input Tax Credit**" in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.

1.10 "**Land**" means the land within the Scheme described as lot 1 on TP392956D being the whole of the land contained in certificate of title volume 4024 folio 689.

1.11 "**Lot**" means any lot created as a result of:

1.11.1 the subdivision of the Land; or

1.11.2 the subdivision of any part of the Land.

1.12 "**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 Land or any part of it.

1.13 "**Permit**" means planning permit PlnA00048/16, issued by Council on 27 April 2017, authorising:

1.13.1 multi-lot subdivision in stages (up to 1000 lots);

1.13.2 construction and carry out works including roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay;

1.13.3 creation of restrictions; and

1.13.4 creation of access to a road in a Road Zone Category 1.

1.14 "**Scheme**" means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.

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1.15 "**Tax Invoice**" in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends:

3.1.1 in respect of any Lot, upon the payment of the Community Infrastructure Levy plus any interest, costs or expenses required to be paid to the Council under this Agreement in respect of that Lot; and

3.1.2 otherwise, in accordance with the Act.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended as to any part of the Land (including any Lot), the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement in the Register in respect of that part of the Land.

4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that:

4.1.1 the Community Infrastructure Levy in respect of the development of any Lot must be paid to the Council in accordance with the Development Contributions Plan prior to the issue of any Building Permit in connection with that Lot; and

4.1.2 if for any reason a Building Permit is not required for the development of any Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan before the commencement of that development.

4.2 Successors in title

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

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4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

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

4.6 Indemnity

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

4.7 Non-compliance

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

4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

4.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

4.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

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4.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;

4.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

4.7.8 if the Owner executes a mortgage as required by clause 4.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.8 Covenants run with the Land

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

4.9 Owner's warranty

The Owner warrants and covenants that:

4.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.9.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

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

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

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5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

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

6.2 Time of the essence

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

6.3 Governing law and jurisdiction

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

6.4 Enforcement and severability

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

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

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

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7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

7.2.2 if posted within Australia to an Australian address, two Business Days after posting;

7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

8.1 the singular includes the plural and vice versa;

8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

8.5 words importing one gender include other genders;

8.6 other grammatical forms of defined words or expressions have corresponding meanings;

8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

8.7.1 two or more parties; or

8.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

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8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

8.12 a party that is a trustee is bound both personally and in its capacity as trustee;

8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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23/08/2018 $96.10 173

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the Manager Statutory Planning and Building Services on behalf of **CASEY CITY COUNCIL** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:)

Witness

Elle Dewacht
Print Name

EXECUTED by **FRONTLINK PTY LTD ACN 074 034 496** by its duly appointed attorney who is an authorised substitute attorney of Frontlink Pty Ltd's attorney Australand Residential No. 156 Pty Ltd (formerly known as Australand Industrial No. 156 Pty Ltd and appointed pursuant to power of attorney dated 14 September 2007) pursuant to power of attorney dated 27 February 2017 and at the date of execution he/she has received no notice of revocation of the power of attorney in the presence of:)

Witness

TODD HYLAND
Witness name

Signature of attorney

Jill Lim
Name of Attorney

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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.

AH336996N
01/07/2010 $0 201UB

Read this before you start

❶ Fill page 1 online ❷ Print form single sided ❸ 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 Folio

Land Title 2

Volume Folio

Other Land Titles

see attached listing

2. Signature/s

Growth Area Authority

Signature

PETER SEAMER

Name of Signatory

3. Date (dd/mm/yyyy)

28/06/2010

4. Does the lodging party have a customer code?

No *Go to question 5*

Yes What is the customer code? 14273H Reference 0/10/5935

5. Lodging party details

Lodging party

Given Name(s)

Family Name/ Company Name GAA

Phone 03 9651 9600

Address

No. Level 29 Street 35 Collins St

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

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AH336996N

01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
2653/464	8460/840	8926/757	9400/606	9573/296	9768/698	10287/865
2739/613	8499/602	8958/110	9400/607	9573/297	9769/001	10310/687
3351/178	8499/603	9019/664	9400/608	9573/298	9769/550	10335/090
3431/066	8499/604	9041/695	9400/609	9573/299	9769/551	10346/417
3451/097	8499/605	9041/696	9409/902	9573/300	9769/552	10346/420
3494/753	8510/612	9047/508	9412/866	9573/301	9769/553	10353/885
3498/413	8510/613	9047/509	9418/330	9584/888	9769/554	10354/868
3529/743	8525/626	9068/407	9434/235	9584/889	9769/555	10354/869
3659/736	8525/627	9068/408	9441/095	9584/890	9769/556	10364/835
4024/689	8535/846	9068/410	9441/096	9584/891	9769/558	10387/819
4120/995	8559/003	9068/411	9441/097	9584/892	9769/559	10392/883
4144/695	8570/377	9068/412	9441/098	9584/894	9792/811	10392/884
4317/220	8574/170	9068/413	9441/099	9589/589	9797/850	10467/987
4643/431	8574/171	9091/159	9445/613	9603/847	9818/407	10488/902
5244/653	8589/156	9091/160	9459/267	9603/848	9818/408	10515/166
5378/559	8590/053	9091/161	9464/464	9603/849	9818/409	10515/167
5419/739	8618/945	9091/162	9464/465	9603/850	9818/410	10529/857
5623/570	8618/946	9091/163	9464/466	9613/003	9818/411	10529/858
5861/083	8618/947	9091/164	9464/467	9613/004	9818/413	10529/859
5879/798	8618/948	9091/167	9464/468	9613/006	9818/414	10529/860
5897/243	8618/949	9091/168	9464/469	9613/007	9818/415	10529/861
6153/539	8618/950	9091/169	9464/470	9622/089	9818/416	10533/550
6268/567	8645/296	9091/170	9464/472	9622/479	9818/417	10548/571
6313/505	8645/297	9091/171	9464/477	9630/985	9823/781	10555/205
6588/458	8645/298	9091/172	9464/478	9630/988	9828/775	10558/952
6828/581	8645/299	9156/474	9464/479	9637/198	9829/168	10559/138
6850/889	8645/300	9162/231	9472/647	9637/199	9829/169	10559/139
7016/149	8645/301	9162/233	9505/016	9637/200	9829/170	10578/614
7241/131	8645/302	9162/235	9506/354	9645/118	9829/171	10591/667
7297/320	8645/303	9162/236	9506/355	9645/119	9829/172	10591/669
7649/106	8645/304	9162/239	9506/356	9646/711	9829/173	10631/394
7721/063	8693/465	9164/126	9506/357	9653/943	9847/761	10631/395
8060/150	8693/466	9212/048	9506/358	9670/430	9850/172	10631/396
8105/076	8693/467	9281/403	9506/359	9670/431	9850/173	10643/019
8139/039	8693/468	9281/404	9506/360	9679/020	9891/057	10643/020
8139/040	8693/469	9281/405	9506/361	9679/022	9904/374	10662/609
8139/041	8693/470	9302/167	9511/336	9679/031	9911/058	10662/610
8139/042	8695/978	9307/840	9512/652	9690/926	9943/887	10668/112
8139/043	8716/634	9310/362	9512/655	9690/928	9943/888	10684/297
8139/044	8716/635	9317/264	9530/273	9690/929	9947/688	10684/298
8158/838	8716/636	9317/265	9531/535	9690/930	9947/689	10699/832
8164/741	8716/637	9317/266	9536/875	9692/053	9951/963	10699/833
8167/220	8733/753	9317/267	9536/876	9702/195	9961/562	10703/758
8182/120	8756/899	9317/269	9538/957	9706/679	9968/697	10703/759
8223/415	8776/891	9320/510	9546/805	9717/080	10008/331	10710/963
8255/346	8776/892	9320/987	9546/806	9717/081	10035/791	10710/964
8268/078	8795/871	9327/702	9546/807	9717/082	10091/287	10728/731
8294/528	8810/831	9327/703	9546/808	9723/056	10091/288	10728/732
8319/753	8817/127	9327/704	9546/809	9764/061	10111/889	10731/092
8322/627	8831/247	9327/706	9547/026	9764/062	10191/894	10743/778
8322/628	8833/446	9329/578	9547/027	9764/063	10267/821	10803/208
8413/375	8844/913	9332/136	9547/028	9764/064	10267/822	10817/497
8413/376	8889/375	9379/582	9547/030	9764/065	10276/848	10817/498
8426/111	8900/410	9394/598	9550/779	9764/066	10276/849	10817/864
8451/208	8901/079	9400/604	9573/295	9768/697	10276/986	10820/364

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AH336996N

01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol
10821/506	11134/054	11198/849
10821/507	11134/056	11198/850
10822/764	11141/164	11198/851
10822/765	11144/531	11198/852
10825/741	11157/739	11198/853
10844/147	11166/738	11198/854
10844/148	11183/432	11198/855
10850/362	11183/433	11198/856
10850/363	11183/434	11198/857
10858/584	11184/928	11198/858
10858/585	11188/439	11198/859
10879/860	11188/800	11198/860
10891/490	11188/801	11198/861
10891/491	11188/802	11198/862
10893/012	11188/815	11198/863
10893/013	11189/027	11198/864
10893/908	11189/028	11198/865
10893/909	11189/076	11198/866
10898/975	11191/050	11198/867
10898/976	11191/089	
10919/796	11192/901	
10928/419	11192/902	
10928/421	11192/903	
10931/283	11192/904	
10931/286	11192/949	
10936/546	11192/950	
10938/477	11196/320	
10939/559	11196/321	
10947/739	11196/322	
10947/835	11196/323	
10961/299	11196/324	
10978/465	11196/325	
10983/580	11196/326	
10995/818	11196/327	
11018/870	11196/328	
11018/871	11196/329	
11036/793	11196/330	
11036/794	11196/331	
11041/313	11196/332	
11049/193	11196/333	
11049/194	11196/334	
11054/791	11196/335	
11062/880	11196/336	
11067/255	11196/337	
11068/855	11196/338	
11072/660	11196/339	
11085/720	11196/340	
11100/896	11196/341	
11105/203	11196/342	
11105/204	11196/343	
11117/311	11196/344	
11117/312	11196/345	
11127/035	11198/846	
11134/051	11198/847	
11134/053	11198/848	

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TITLE PLAN		EDITION 4	TP 392956D

Location of Land

Parish: CRANBOURNE
Township:
Section:
Crown Allotment:
Crown Portion: 59 (PT)

Last Plan Reference:
Derived From: VOL 4024 FOL 689
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All that piece of Land, delineated and coloured red on the map in the margin containing Three hundred and thirty-three acres two -- roods and thirty-seven perches or thereabouts being part of Crown Portion -------- Fifty-nine Parish of Cranbourne County of Mornington Together with a right of -- carriage way over the road coloured brown on the said map ----------

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 27/06/2000
VERIFIED: AK

COLOUR CODE
BR = BROWN R = RED

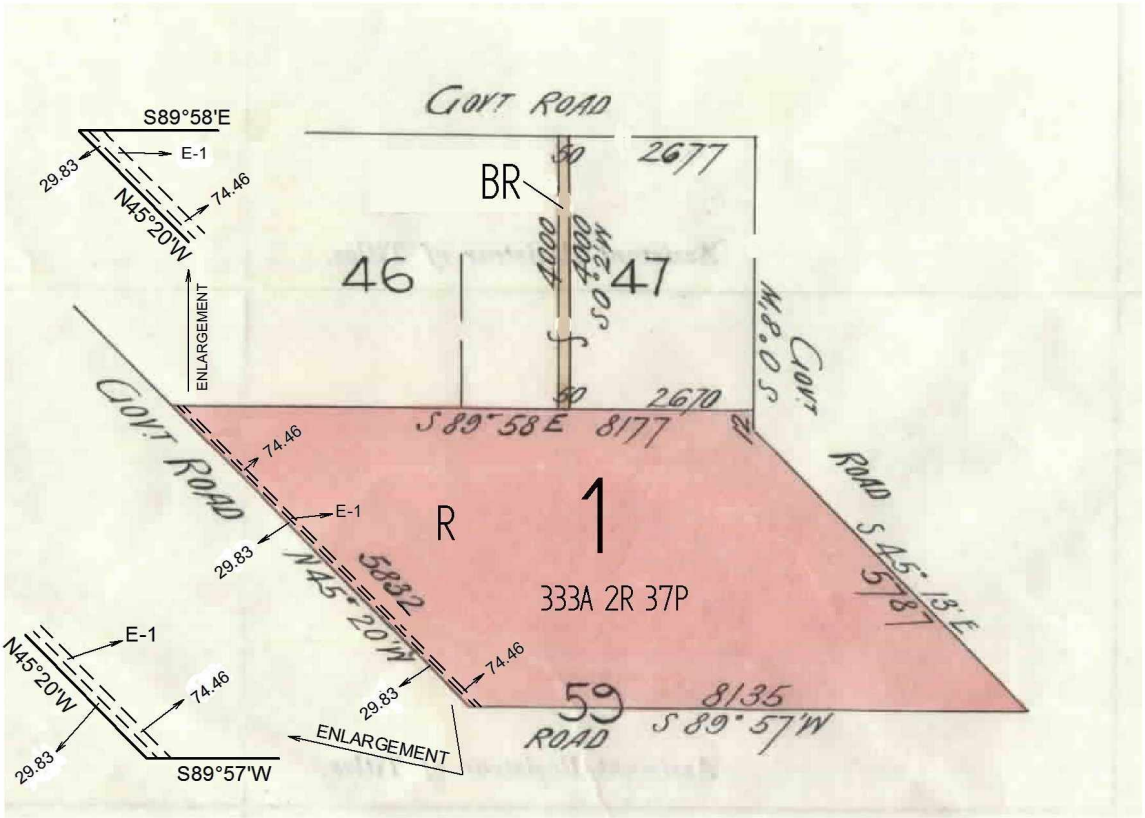


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CP 59 (PT)

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 2 sheets

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PLAN No: TP392956D

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of
E-1	**Water Supply** & rights in connection therewith set out in AA1354	SEE PLAN	Land Acquisition & Compensation Act 1989 and Section 130 Water Act 1989 see notification AG839707D	Melbourne Water Corporation

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

TP392956D

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 1	E-1	NOTIFICATION OF EASEMENT	AG839707D	28/10/09	2	AJMCC
		RECTIFICATION	AH229052W	18/5/10	3	AJMCC
		RECTIFICATION PLAN AMEND	AQ921454M	13/04/18	4	M.M.C.

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

EDITION 1

PLAN NUMBER
PS846738A

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59 (PART)

TITLE REFERENCES: VOL. 4024 FOL. 689

LAST PLAN REFERENCE: LOT 1 ON TP392956D

POSTAL ADDRESS: 1275 POUND ROAD,
(at time of subdivision) CLYDE NORTH VIC 3978

MGA CO-ORDINATES: E 355 820 ZONE: 55
(of approximate centre of land in plan) N 5 783 150 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND TO BE ACQUIRED BY AGREEMENT : ROADS, R-1

LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

THOSE EASEMENTS AFFECTING THE LAND SHOWN AS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) ROAD, R-1	CITY OF CASEY

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION

STAGING:
THIS IS NOT A STAGED SUBDIVISION

PLANNING PERMIT No.

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **E** DATE: 14/04/21 22344-0-TF-M-E.DGN

ORIGINAL SHEET SIZE A3

REEDS CONSULTING
Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS846738A

98°30'
42.28
97°21'
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16
226.04
8.36
188°06'

6m
+15
E-1

POUND ROAD

322°33'20"
1161.50
1165.94

E-1
15
6m

PART
A
99.02 ha
(TOTAL 131.16 ha)

SEE SHEET 5

BELLS ROAD

SOLDIERS ROAD

142°36'
1136.13
1164.34

PART
A
32.14 ha
(TOTAL 131.16 ha)

SEE SHEET 3

301.49
277°40'40"
1118.45

SEE SHEET 4

THOMPSONS ROAD

127.63
519.10
277°51'45"

MGA94 ZONE 55

REF: **22344**	VERSION: **E**	DATE: 14/04/21 22344-0-TF-M-E.DGN

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survey@reedsconsulting.com.au

SCALE 1:6000

60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846738A

PART
A
SEE SHEET 2

CROSSWATER BOULEVARD

E-1

90°24'
(8.76)

4.43
322°33'20"

97°45'50"

(148.32)

THOMPSONS ROAD
ROAD, R-1
1155m²

292.31
277°40'40"

52°57'
14.18

8°08'
9.66

97°45'50"
37.61

ROAD, R-1
845m²

171°04'
20.38

97°37'10"
53.59

97°45'50"
50.96

101°46'
33.98

1.57
7°41'

THOMPSONS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 14/04/21
22344	**E**	22344-0-TF-M-E.DGN

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SCALE
1:750

10 0 10 20 30
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846738A

MGA94 ZONE 55

PART
A
SEE SHEET 2

SEE SHEET 6

BELLS ROAD
ROAD, R-1
3.506 ha

PART
A
SEE SHEET 2

THOMPSONS ROAD
ROAD, R-1
1040m²

THOMPSONS ROAD
ROAD, R-1
2000m²

THOMPSONS ROAD

REF:	VERSION:	DATE:
22344	**E**	14/04/21
		22344-0-TF-M-E.DGN

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SCALE 1:1000
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS846738A

MGA94 ZONE 55

97°43'
97°26'
205.16
226.04
20.88
8.36
188°06'
28.21

SOLDIERS ROAD

142°36'
1136.13

PART
A
SEE SHEET 2

BELLS ROAD

ROAD, R-1
3.506 ha

8°06'
659.78
611.98
8°06'

PART
A
SEE SHEET 2

178°49'20"
51.42
10°00'10"
87.73
98.76
8°21'40"
175°56'
24.53
156°12'
21.49
12.18
11°5

SEE SHEET 4

THOMPSONS ROAD

SEE SHEET 4

REF:	VERSION:	DATE: 14/04/21	SCALE	ORIGINAL SHEET SIZE	
22344	**E**	22344-0-TF-M-E.DGN	1:2500 (50 0 50 100 LENGTHS ARE IN METRES)	A3	SHEET 5

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS846738A

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
ROAD, R-1										

REF:	VERSION:	DATE:		ORIGINAL SHEET SIZE	SHEET
22344	**E**	14/04/21 22344-0-TF-M-E.DGN		A3	6

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

EDITION 1

PLAN NUMBER
PS846748W

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT A ON PS846738A

POSTAL ADDRESS: 1275 POUND ROAD,
(at time of subdivision) CLYDE NORTH VIC 3978

MGA CO-ORDINATES: E 355 820 ZONE: 55
(of approximate centre of land in plan) N 5 783 150 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No. 1

LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

THOSE EASEMENTS AFFECTING THE LAND SHOWN AS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) RESERVE No. 1	CITY OF CASEY

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION

STAGING:
THIS IS NOT A STAGED SUBDIVISION

PLANNING PERMIT No.

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **B** DATE: 15/04/21 22344-1-TF-M-B.DGN

ORIGINAL SHEET SIZE A3

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Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846748W

98°30'
42.28
97°21'
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16
132°19'40"
49.59

+15
6m
E-1

POUND ROAD

322°33'20"
1161.50

E-1
+15
6m

SEE SHEET 3

301.49
277°40'40"

SEE SHEET 4

THOMPSONS ROAD

397.02
277°40'40"

127.63
277°40'40"

519.10
277°51'45"

ROAD

SEE SHEET 6

BELLS ROAD

142°36'
1136.13

SOLDIERS ROAD

PART
B
99.02 ha
(TOTAL 126.80 ha)

PART
B
27.78 ha
(TOTAL 126.80 ha)

RESERVE No. 1
SEE SHEET 5

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-1-TF-M-B.DGN

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survey@reedsconsulting.com.au

SCALE 1:6000
60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846748W

PART
B
SEE SHEET 2

E-1

90°24'
(8.76)

97°45'50"

(148.32)

52°57'
14.18

8°08'
9.66

CROSSWATER BOULEVARD

97°45'50"
37.61

171°04'
20.38

97°45'50"
50.96

101°46'
33.98

1.57
7°41'

THOMPSONS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE:
22344	**B**	15/04/21
		22344-1-TF-M-B.DGN

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SCALE
1:750

10 0 10 20 30
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846748W

MGA94 ZONE 55

PART
B
SEE SHEET 2

SEE SHEET 6

RESERVE No. 1
SEE SHEET 5

PART
B
SEE SHEET 2

BELLS ROAD

90°25'30"
35.58

96°32'30"
62.46

98°02'50"
35.92

81°25'20"
58.63

R297.45
A&C4.76
8°13'

10°00'10"

19°04'
6.88

R28.05
A5.53
C5.52
13°26'

9.31
7°46'

7°47'
14.77

176°27'
6.88

R28.05
A5.55
C5.54
2°07'

6.12
7°49'

178°49'20"

68.76

66.88

8°21'40"

175°56'
24.53

156°12'
21.49

21.19
5°11'

98°06'

397.02
277°40'40"

97°40'40"
102.55

106°35'10"
35.88

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-1-TF-M-B.DGN

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SCALE 1:1000
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846748W

MGA94 ZONE 55

PART
B
SEE SHEET 2

8°06'
66°58'
29.21
27.83
97°51'50"
395.39
R55
A36.50
C35.83
78°51'

SEE SHEET 6

ROAD

BELLS

178°49'20"
51.42
1.88

RESERVE No. 1
4.350 ha

68.76
8°21'40"
99.88
445.93
98°06'
109.02
8°06'

PART
B
SEE SHEET 2

175°56'
24.53
156°12'
21.49
21.19
5°11'
97°40'40"
102.55
106°35'10"
35.88
277°40'40"
127.63
277°51'50"

THOMPSONS

ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-1-TF-M-B.DGN

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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846748W

MGA94 ZONE 55

97°43'
97°26'
205.16
226.03
132°19'40"
49.59

SOLDIERS ROAD

142°36'
1136.13

ROAD

584.15
611.98
8°06'
659.78
8°06'

BELLS

PART
B
SEE SHEET 2

PART
B
SEE SHEET 2

66°58'
29.21
97°51'50"
27.83
178°49'20"
51.42
98°06'
9.89
21'40"
8°12'
175°56'
24.53
156°12'
21.49
11°5
12.18
10°00'10"
87.73

RESERVE No. 1
SEE SHEET 5

PART
B
SEE SHEET 2

SEE SHEET 4

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	
22344	**B**	22344-1-TF-M-B.DGN	1:2500 (50 0 50 100 LENGTHS ARE IN METRES)	A3	SHEET 6

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS846748W

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE No. 1										

REF:	VERSION:	DATE:		ORIGINAL SHEET SIZE	
22344	**B**	15/04/21 22344-1-TF-M-B.DGN		A3	SHEET 7

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

EDITION 1

PLAN NUMBER
PS846749U

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT B ON PS846748W

POSTAL ADDRESS: 1275 POUND ROAD,
(at time of subdivision) CLYDE NORTH VIC 3978

MGA CO-ORDINATES: E 355 820 ZONE: 55
(of approximate centre of land in plan) N 5 783 150 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND DENOTED AS N.I.S. IS NOT IN SUBDIVISION

THOSE EASEMENTS AFFECTING THE LAND SHOWN AS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No. 1

LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) RESERVE No. 1	CITY OF CASEY

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION

STAGING:
THIS IS NOT A STAGED SUBDIVISION

PLANNING PERMIT No.

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **B** DATE: 15/04/21 22344-2-TF-M-B.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846749U

98°30'
42.28
97°21'
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16
132°19'40"
49.59

6m
+15
E-1

POUND ROAD

322°33'20"
1161.50

E-1
6m
15

SEE SHEET 3

301.49
277°40'40"

SEE SHEET 4

THOMPSONS

PART
C
99.02 ha
(TOTAL 121.85 ha)

SEE SHEET 6

BELLS ROAD

397.02
277°40'40"

127.63
277°40'40"

519.10
277°51'45"

ROAD

SOLDIERS ROAD

142°36'
1136.13

PART
C
22.83 ha
(TOTAL 121.85 ha)

N.I.S.

RESERVE No. 1
SEE SHEET 5

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-2-TF-M-B.DGN

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SCALE 1:6000
60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846749U

PART
C
SEE SHEET 2

E-1

90°24'
(8.76)

97°45'50"

(148.32)

52°57'
14.18

8°08'
9.66

CROSSWATER BOULEVARD

97°45'50"
37.61

171°04'
20.38

97°45'50"
50.96

101°46'
33.98

1.57
7°41'

THOMPSONS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-2-TF-M-B.DGN

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SCALE
1:750

10 0 10 20 30
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846749U

MGA94 ZONE 55

PART
C
SEE SHEET 2

SEE SHEET 6

BELLS ROAD

178°49'20"
1.88
N.I.S.
98°06'

66.88
68.76
8°21'40"
175°56'
24.53
156°12'
21.49

RESERVE No. 1
SEE SHEET 5

R297.45
A&C4.76
8°13'
10°00'10"
19°04'
6.88
9.31
7°46'
R28.05
A5.53
C5.52
13°26'
7°47'
14.77
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63

40.51
99°20'10"
69.75
97°45'50"
21.19
5°11'
PART
C
SEE SHEET 2
R2619
97°40'40"
102.55
106°35'10"
35.88

397.02
277°40'40"

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-2-TF-M-B.DGN

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SCALE 1:1000
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS846749U

MGA94 ZONE 55

PART
C
SEE SHEET 2

8°06'
66°58'
29.21
97°51'50"
395.39
R55
A36.50
C35.83
78°51'
27.83
178°49'20"
51.42
109.02
223.72
8°21'40"
68.76
98°06'
445.93
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
98°51'50"
C100.56
A100.56
R2619
21.19
5°11'
97°40'40"
102.55
106°35'10"
35.88
277°40'40"
127.63
132.38
99°57'50"
86.62
97°45'50"
277°51'50"
114.70
8°06'

N.I.S.

RESERVE No. 1
4.959 ha

PART
C
SEE SHEET 2

SEE SHEET 6

BELLS ROAD

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**B**	22344-2-TF-M-B.DGN

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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS846749U

MGA94 ZONE 55

97°43'

97°26'

205.16

132°19'40"

49.59

SOLDIERS ROAD

142°36'

1136.13

BELLS ROAD

8°06'

659.78

611.98

584.15

8°06'

PART **C** ***SEE SHEET 2***

PART **C** ***SEE SHEET 2***

66°58'

29.21

97°51'50"

27.83

178°49'20"

51.42

10°00'10"

87.73

97.89

8°12'04"

175°56'

24.53

RESERVE No. 1

SEE SHEET 5

99°20'10"

40.51

156°12'

21.49

69.75

97°45'50"

R2619

N.I.S.

SEE SHEET 4

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	
22344	**B**	22344-2-TF-M-B.DGN	1:2500 (50 0 50 100 LENGTHS ARE IN METRES)	A3	SHEET 6

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS846749U

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE No. 1										

REF:	VERSION:	DATE:		ORIGINAL SHEET SIZE	
22344	**B**	15/04/21 22344-2-TF-M-B.DGN		A3	SHEET 7

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

SUBDIVISION ACT 1988

PLAN UNDER SECTION 35

EDITION 1

PLAN NUMBER
PS 804776D

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT C ON PS846749U

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 819 ZONE: 55
(of approximate centre of land in plan) N 5 783 146 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND DENOTED AS N.I.S. IS NOT IN SUBDIVISION.

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.1

LAND TO BE ACQUIRED BY COMPULSORY PROCESS: NIL.

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) RESERVE No.1	MELBOURNE WATER CORPORATION

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
+	E-3	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER CORPORATION

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PLNA00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY IN BP2606Q.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **G** DATE: 15/04/21 22344-0-GPa2-M-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 804776D

98°30'
42.28
97°21'
(236.79)
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16
132°19'40"
49.59

SEE SHEET 6

POUND ROAD

15
6m
E-1

322°33'20"
1161.50

SEE SHEET 5 FOR EASEMENT DETAILS

MGA94 ZONE 55

SEE SHEET 7

PART
D
95.14 ha
(TOTAL 117.97 ha)

RESERVE No.1
3.883 ha

E-1
6m
15

77.58

301.49
277°40'40"

SEE SHEET 3

THOMPSONS ROAD

8°06'
659.78
611.98
8°06'
584.15

BELLS ROAD

PART
D
22.83 ha
(TOTAL 117.97 ha)

SOLDIERS ROAD
142°36'
1136.13

66°58'
29.21
R55
A36.50
C35.83
78°51'
97°51'50"
395.39

10°00'10"
87.73

N.I.S.
SEE SHEET 4

188°06'
223.72

397.02
277°40'40"
127.63
277°40'40"
519.10
277°51'45"

ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa2-M-G.DGN

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SCALE 1:6000
60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 804776D

MGA94 ZONE 55

PART
D
SEE SHEET 2

SEE SHEET 2

BELLS ROAD

178°49'20"
68.76
8°21'40"
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
R2619
21.19
5°11'
PART
D
SEE SHEET 2
97°40'40"
102.55
106°35'10"
35.88

10°00'10"
R297.45
A&C4.76
8°13'
19°04'
6.88
9.31
7°46'
7°47'
14.77
R28.05
A5.53
C5.52
13°26'
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63
397.02
277°40'40"

N.I.S.
SEE SHEET 4

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	SHEET
22344	**G**	22344-0-GPa2-M-G.DGN	1:1000 (10 0 10 20 30 40 50 LENGTHS ARE IN METRES)	A3	SHEET 3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 804776D

MGA94 ZONE 55

PART **D** *SEE SHEET 2*

8°06'

66°58'

29.21

97°51'50"

395.39

R55
A36.50
C35.83
78°51'

27.83

178°49'20"

51.42

SEE SHEET 3

BELLS ROAD

N.I.S.

8°21'40"

68.76

175°56'

24.53

156°12'

21.49

40.51

99°20'10"

69.75

97°45'50"

98°51'50"
C100.56
A100.56
R2619

21.19

5°11'

97°40'40"

102.55

106°35'10"

35.88

277°40'40"

277°40'40"

127.63

132.38

99°57'50"

86.62

97°45'50"

277°51'50"

223.72

8°06'

PART **D** *SEE SHEET 2*

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa2-M-G.DGN

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SCALE 1:1500

20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 804776D

98°30'
42.28
97°21'
131.24
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
226.04

E-3
7°21'
64.63
142°33'20"
84.88
6°04'25"
80.52
96°55'
25
143.97
96°53'40"
62.34
96°53'40"
142°33'20"
145.32
7°51'40"
65.52
171°13'25"
61.34
142°33'20"
208.67

E-1
322°33'20"
1161.50

15
6m

FOR ENLARGEMENT SEE SHEET 6

FOR ENLARGEMENT SEE SHEET 7

PART **D**

SEE SHEET 2

PART **D**

77.96
52°27
4.80
2.50
4.82
52°27
2.50
RESERVE No.1
92.97

RESERVE No.1
3.883 ha

97°34'
5.02
139.35
60°51'50"
R150
A&C5.02
61°49'
85.15
79°13'
254.53
97°34'05"
4.24
142°37'

POUND ROAD

BELLS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa2-M-G.DGN

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SCALE 1:4000
100 0 100
LENGTHS ARE IN METRES

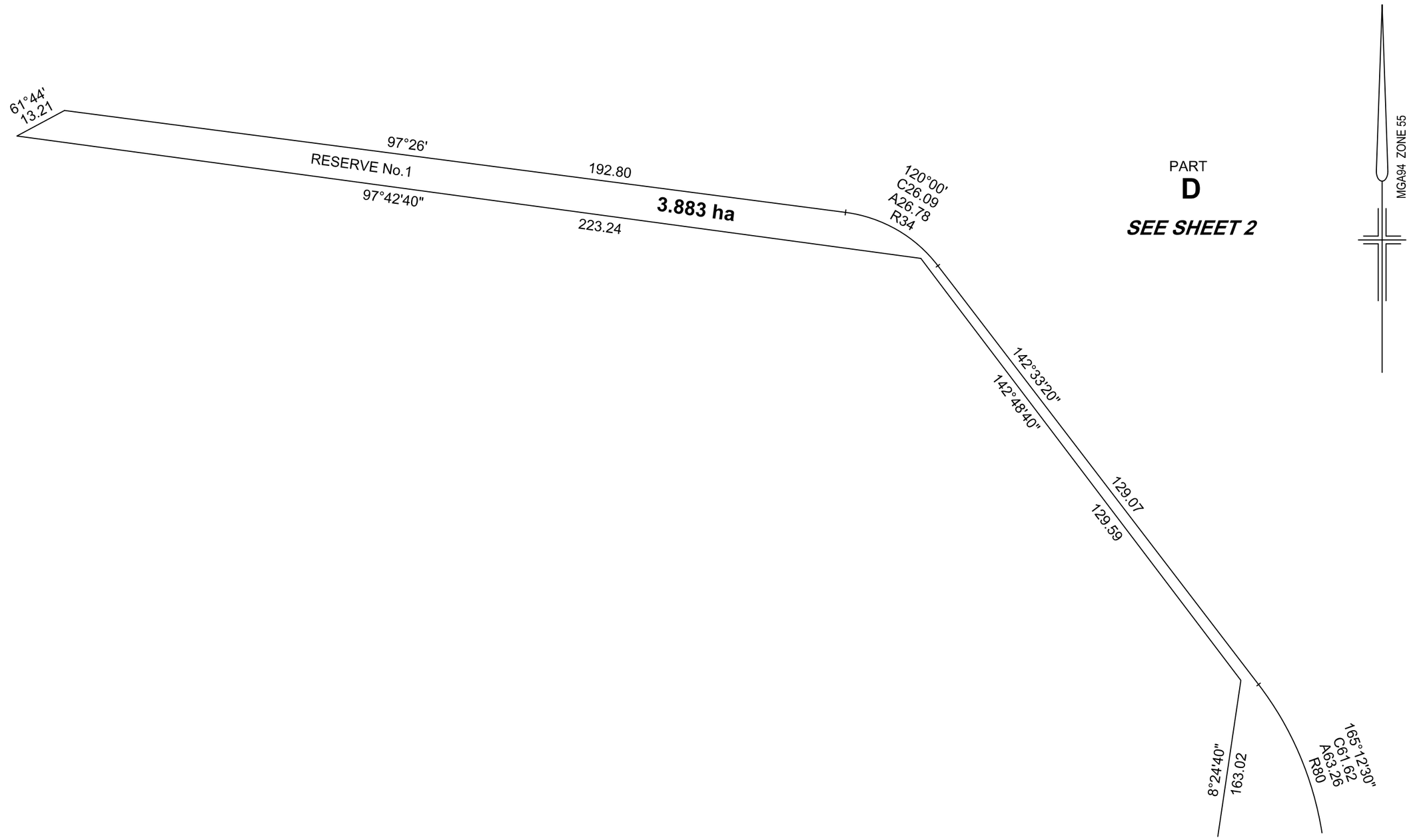
ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 804776D



PART
D

SEE SHEET 2

SEE SHEET 7

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa2-M-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 804776D

SEE SHEET 6

142°33'20"
165°12'30"
C61.62
A63.26
R80
8°24'40"
163.02
137.06
7°51'40"
4.32
170°33'
5°07'50"
27.20
165°12'30"
C38.51
A39.54
R50
77.96
E-3
E-3
3
173.43
142°58'35"
142°33'20"
141.36
92.97
142°33'20"
3
45°28'25"
54.92
120°03'45"
C38.26
A39.26
R50
97°34'
91.22
52°27'20"
38.25
142°27'20"
32.29
A74.98
C73.05
165°04'
R95
3
68.26
E-3
69.17
142°33'20"
39.94
120°03'35"
R50
120°03'45"
C38.26
A39.26
RESERVE No.1
3.883 ha
E-3
E-1
142°33'20"
15
6
3
113.85
97°34'
112.94
(60.70)
97°34'05"
E-3
0.70
85.38
29.94
133°24'40"
4.24
142°37'
97°34'05"
7°40'40"
89.42
R100
A11.36
C11.36
10°56'
14°11'
28.39
7°40'40"
39.31
(102.21)
7°40'40"
18.46
8°08'
8°08'
26.08
SEE ENLARGEMENT ABOVE
97°45'50"
37.61
171°04'
20.38
101°46'
33.98
1.57
7°41'
(97.57)
50.75
14.18
52°57'
8.76
90°24'
97°45'50"
148.32
50.96
97°45'50"
1161.50

PART
D

SEE SHEET 2

MGA94 ZONE 55

POUND ROAD

THOMPSONS ROAD

CLEARWATER BOULEVARD

ENLARGEMENT

NOT TO SCALE

11°10'
C10.54
A10.55
R99.88
8°08'
16.83
14°11'
11°10'
A&C12.68
R120.08
8°08'
26.08
16.42
9.66
14.18
52°57'

RESERVE No.1

PART
D

REF:	VERSION:	DATE:	SCALE	ORIGINAL SHEET SIZE	
22344	**G**	15/04/21 22344-0-GPa2-M-G.DGN	1:2000 50 0 50 LENGTHS ARE IN METRES	A3	SHEET 7

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS 804776D

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE No.1	-	-	-	-	-	-	-			

REF:	VERSION:	DATE:		
22344	**G**	15/04/21 22344-0-GPa2-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 8

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

SUBDIVISION ACT 1988

PLAN UNDER SECTION 35

EDITION 1

PLAN NUMBER
PS 807036F

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT D ON PS804776D

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 819 ZONE: 55
(of approximate centre of land in plan) N 5 783 146 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND DENOTED N.I.S. IS NOT IN SUBDIVISION.

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.2

LAND TO BE ACQUIRED BY COMPULSORY PROCESS: NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) RESERVE No.2	MELBOURNE WATER CORPORATION

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

SEE SHEET 2 FOR EASEMENT DETAILS

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PIna00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY IN BP2606Q.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **G** DATE: 15/04/21 22344-0-GPa3-M-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807036F

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
-	E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
+	E-4, E-5	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT E ON THIS PLAN

REF: **22344** VERSION: **G** DATE: 15/04/21 22344-0-GPa3-M-G.DGN

NOT TO SCALE

ORIGINAL SHEET SIZE A3

SHEET 2

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN NUMBER

PS 807036F

98°30'
42.28
97°21'
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16
132°19'40"
49.59

SEE SHEET 7

POUND ROAD

15
6m
E-1

PART
E
91.01 ha
(TOTAL 113.84 ha)

322°33'20"
1161.50

SEE SHEET 6 FOR EASEMENT DETAILS

SEE SHEET 8

N.I.S.

SEE SHEET 9

RESERVE No.2
4.134 ha

E-1
6m
15
77.58

E-4

301.49
277°40'40"

SEE SHEET 4

THOMPSONS ROAD

659.78
8°06'
611.98
8°06'
584.15

SOLDIERS ROAD

PART
E
22.83 ha
(TOTAL 113.84 ha)

BELLS ROAD

142°36'
1136.13

66°58'
29.21

R55
A36.50
C35.83
78°51'

97°51'50"
395.39

10°00'10"
87.73

N.I.S.
SEE SHEET 5

223.72
8°06'

397.02
277°40'40"

127.63
277°40'40"

519.10
277°51'45"

ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa3-M-G.DGN

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SCALE 1:6000

60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807036F

MGA94 ZONE 55

PART
E
SEE SHEET 3

SEE SHEET 3

BELLS ROAD

178°49'20"
68.76
8°21'40"
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
R2619
21.19
5°11'
PART
E
SEE SHEET 3
97°40'40"
102.55
106°35'10"
35.88

10°00'10"
R297.45
A&C4.76
8°13'
19°04'
6.88
9.31
7°46'
7°47'
14.77
R28.05
A5.53
C5.52
13°26'
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63
397.02
277°40'40"

THOMPSONS ROAD

N.I.S.
SEE SHEET 5

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa3-M-G.DGN

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SCALE 1:1000
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807036F

MGA94 ZONE 55

PART **E** *SEE SHEET 3*

8°06'

66°58'

29.21

97°51'50"

395.39

R55
A36.50
C35.83
78°51'

27.83

178°49'20"

51.42

SEE SHEET 4

BELLS ROAD

N.I.S.

8°21'40"

68.76

175°56'

24.53

156°12'

21.49

40.51

99°20'10"

69.75

97°45'50"

98°51'50"
C100.56
A100.56
R2619

21.19

5°11'

97°40'40"

102.55

277°40'40"

106°35'10"

35.88

127.63

277°40'40"

132.38

99°57'50"

86.62

97°45'50"

277°51'50"

223.72

8°06'

PART **E** *SEE SHEET 3*

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa3-M-G.DGN

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SCALE 1:1500

20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807036F

98°30'
42.28
97°21'
131.24
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16

E-3
7°21'
64.63
142°33'20"
84.88
6°04'25"
80.52
E-3
25
96°55'
62.34
96°53'40"
143.97
96°53'40"
145.32
142°33'20"
E-3
7°51'40"
65.52
E-3
171°13'25"
61.34
208.67
142°33'20"
E-3

15
6m

SEE SHEET 7

E-1
1161.50
322°33'20"

POUND ROAD

SEE SHEET 8

N.I.S.

SEE SHEET 9

E-3 RESERVE No.2
E-3
E-1

PART
E
SEE SHEET 3

BELLS ROAD

MGA94 ZONE 55

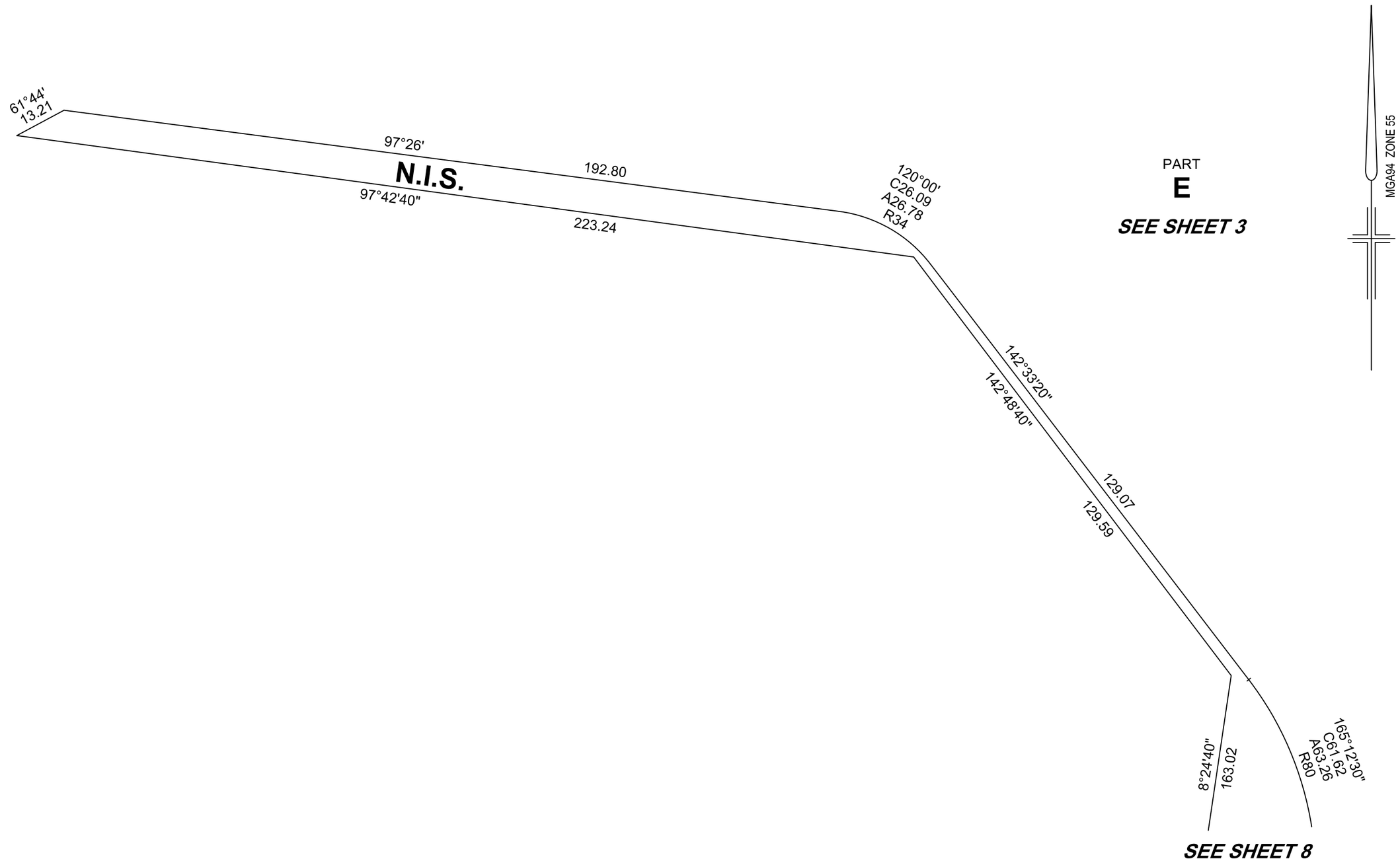
REF: **22344**	VERSION: **G**	DATE: 15/04/21 22344-0-GPa3-M-G.DGN
SCALE 1:4000	100 0 100 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3
SHEET 6		

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807036F



PART
E

SEE SHEET 3

SEE SHEET 8

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa3-M-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807036F

SEE SHEET 7

142°33'20"
165°12'30"
C61.62
A63.26
R80
8°24'40"
163.02
137.06
7°51'40"
4.32
170°33'
5°07'50"
27.20
165°12'30"
C38.51
A39.54
R50
E-3
173.43
142°58'35"
142°33'20"
141.36
142°33'20"
SEE SHEET 4
45°28'25"
54.92
120°03'45"
C38.26
A39.26
R50
97°34'
91.22
52°27'20"
38.25
142°27'20"
32.29
R95
A74.98
C73.05
165°04'
69.17
142°33'20"
120°03'45"
C38.26
A39.26
R50
113.85
97°34'
15
6m
322°33'20"
E-1
1161.50
15
6m
PART
E
SEE SHEET 3

PART
E
SEE SHEET 3

ENLARGEMENT 2

NOT TO SCALE

N.I.S.

15
E-3
E-4
RESERVE
No.2
3
0.70
277°34'
E-5
11.46
133°25'
E-3
102.21
7°40'40"
18.48
133°25'
E-4

N.I.S.

SEE
ENLARGEMENT
2 ABOVE

RESERVE
No.2

15
E-3

SEE SHEET 9

89.42
7°40'40"
R100
A11.36
C11.36
10°56'
14°11'
28.39
R100
A11.36
C11.36
10°56'
7°40'40"
39.31
SEE
ENLARGEMENT
1 ABOVE
102.21
7°40'40"
18.46
8°08'
E-4
142.73
7°40'40"
7°40'40"
(177.02)
52°57'
14.18
8°08'
15
9.01
171°04'
20.38
37.61
97°45'50"
101°46'
33.98
1.57
7°41'
8.76
90°24'
(97.57)
97°45'50"
50.75
148.32
50.96
97°45'50"

ENLARGEMENT 1

NOT TO SCALE

11°10'
C10.54
A10.55
R99.88
18.46
8°08'
16.83
14°11'

N.I.S.

11°10'
A&C12.68
R120.08
8°08'
26.08
16.42
97°45'50"
9.66
14.18
52°57'
PART
E

CLEARWATER BOULEVARD

MGA94 ZONE 55

POUND ROAD

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	
22344	**G**	22344-0-GPa3-M-G.DGN	1:2000 (50 0 50 LENGTHS ARE IN METRES)	A3	SHEET 8

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807036F

MGA94 ZONE 55

PART **E** *SEE SHEET 3*

104°11'
4.24
149°11'20"
38.21
R43
A27.66
C27.18
130°46'
A17.54
C17.44
123°02'
R47
133°43'
27.14
R50
A31.09
C30.59
115°55'
98°06'
64.38
79°29'
C63.85
A64.99
R100
60°51'50"
60.23
149°11'20"
60.03
E-3
97°34'
5.02
32.72
60°51'50"
59°11'20"
126.92
67°54'
6.42
27°36'
4.64
177°54'45"
C40.70
A40.90
R120
RESERVE No.2
4.134 ha
E-3
106.63
60°51'50"
79°13'
C(94.46)
A(96.09)
R150
A&C5.02
61°49'
84.88
79°13'
R150
15
7°40'40"
(34.30)
E-3
249.77
97°34'05"
R150
A&C5.02
96°37'
4.24
142°37'
E-4
7°40'40"
177.02
142.73
7°40'40"
E-4
15
9.01
301.49
277°40'40"
SEE SHEET 8

PART **E** *SEE SHEET 3*

THOMPSONS ROAD

REF:	VERSION:	DATE:
22344	**G**	15/04/21
		22344-0-GPa3-M-G.DGN

SCALE 1:1500 — 20 0 20 40 60 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 9

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS 807036F

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE NO.2	-	-	-	-	-	-	-			

REF:	VERSION:	DATE:		
22344	**G**	15/04/21 22344-0-GPa3-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 10

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

SUBDIVISION ACT 1988

PLAN UNDER SECTION 35

EDITION 1

PLAN NUMBER
PS 807038B

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT E ON PS807036F

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 819 ZONE: 55
(of approximate centre of land in plan) N 5 783 146 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND DENOTED AS N.I.S. IS NOT IN SUBDIVISION

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.3
LAND TO BE ACQUIRED BY COMPULSORY PROCESS: NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
RESERVE No.3	MELBOURNE WATER CORPORATION

DEPTH LIMITATION: DOES NOT APPLY

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

SEE SHEET 2 FOR EASEMENT DETAILS

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PIna 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY IN BP2606Q.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **G** DATE: 15/04/21 22344-0-GPa4-M-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807038B

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
+	E-2	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT F ON PS807038B
-	E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
-	E-4, E-5	CARRIAGEWAY	SEE DIAG.	PS807036F	LOT B ON PS807036F

REF:	VERSION:	DATE:		
22344	**G**	15/04/21 22344-0-GPa4-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 2

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER
PS 807038B

98°30' 42.28
97°21' 236.79
131.24
97°30' 102.88
97°25' 277.60
97°21' 137.60
97°25' 484.58
97°43' 131.63
97°26' 205.16
132°19'40" 49.59

SEE SHEET 7

POUND ROAD

6m 15

E-1

PART
F
89.51 ha
(TOTAL 112.34 ha)

322°33'20" 1161.50

SEE SHEET 6 FOR EASEMENT DETAILS

SEE SHEET 8

RESERVE No.3
1.503 ha

8°06' (659.78) ROAD 584.15
8°06' 611.98

SOLDIERS ROAD

PART
F
22.83 ha
(TOTAL 112.34 ha)

142°36' 1136.13

SEE SHEET 9

N.I.S.

N.I.S.

66°58' 29.21

R55
A36.50
C35.83
78°51'

97°51'50" 395.39

BELLS ROAD

E-1

6m 15

77.58

E-4

10°00'10" 87.73

N.I.S.
SEE SHEET 5

223.72 8°06'

301.49 277°40'40"

SEE SHEET 4

397.02 277°40'40"

127.63 277°40'40"

519.10 277°51'45"

THOMPSONS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa4-M-G.DGN

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SCALE 1:6000
60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807038B

MGA94 ZONE 55

PART
F
SEE SHEET 3

SEE SHEET 3

BELLS ROAD

178°49'20"
68.76
8°21'40"
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
R2619
21.19
5°11'
PART
F
SEE SHEET 3
97°40'40"
102.55
106°35'10"
35.88

10°00'10"
R297.45
A&C4.76
8°13'
19°04'
6.88
9.31
7°46'
7°47'
14.77
R28.05
A5.53
C5.52
13°26'
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63
397.02
277°40'40"

N.I.S.
SEE SHEET 5

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE 1:1000 (10 0 10 20 30 40 50 LENGTHS ARE IN METRES)	ORIGINAL SHEET SIZE A3	SHEET 4
22344	**G**	22344-0-GPa4-M-G.DGN			

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807038B

MGA94 ZONE 55

PART
F
SEE SHEET 3

8°0'
66°58'
29.21
97°51'50"
395.39
R55
A36.50
C35.83
78°51'

27.83
178°49'20"
51.42

SEE SHEET 4

BELLS ROAD

N.I.S.

8°21'40"
68.76
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
98°51'50"
C100.56
A100.56
R2619
21.19
5°11'
97°40'40"
102.55
277°40'40"
106°35'10"
35.88
127.63
277°40'40"
132.38
99°57'50"
86.62
97°45'50"
277°51'45"

223.72
8°0'

PART
F
SEE SHEET 3

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa4-M-G.DGN

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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807038B

98°30'
42.28
97°21'
131.24
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16

E-3
E-3
E-3
E-3
E-3
E-1
E-1

7°21'
64.63
142°33'20"
84.88
6°04'25"
80.52
96°55'
25
96°53'40"
62.34
143.97
96°53'40"
142°33'20"
145.32
7°51'40"
65.52
171°13'25"
61.34
322°33'20"
116.50
142°33'20"
208.67

15
6m
15
6m

3

SEE SHEET 7

PART
F
SEE SHEET 3

SEE SHEET 8

SEE SHEET 9

POUND ROAD

N.I.S.

N.I.S.

RESERVE No.3

BELLS ROAD

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa4-M-G.DGN

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SCALE 1:4000
100 0 100
LENGTHS ARE IN METRES

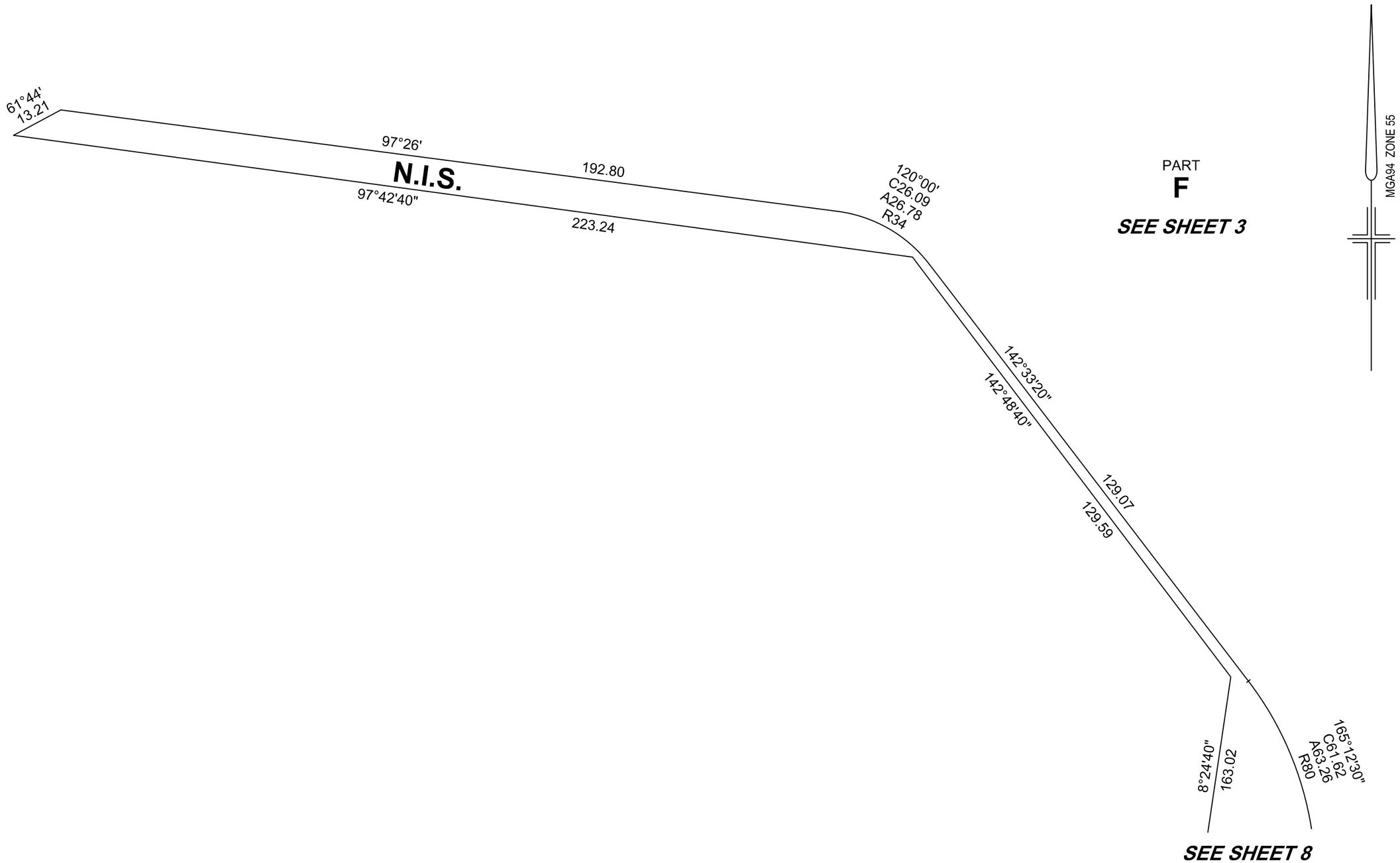
ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807038B



PART
F

SEE SHEET 3

SEE SHEET 8

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa4-M-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807038B

SEE SHEET 7

142°33'20"

R80
A63.26
C61.62
165°12'30"

8°24'40"

163.02

137.06
7°51'40"

4.32
170°33'

5°07'50"

27.20

165°12'30"
C38.51
A39.54
R50

PART
F
SEE SHEET 3

E-3

173.43
142°58'35"

142°33'20"

142°33'20"
141.36

120°03'45"
C38.26
A39.26
R50

45°28'25"
54.92

97°34'
91.22

52°27'20"
38.25

32.29

R95
A74.98
C73.05
165°04'

69.17
142°33'20"

120°03'45"
C38.26
A39.26
R50

113.85
97°34'

SEE
ENLARGEMENT
2 ABOVE

15

6m

322°33'20"

E-1

PART
F
SEE SHEET 3

R100
A11.36
C11.36
10°56'

7°40'40"
89.42

14°11'
28.39

R100
A11.36
C11.36
10°56'

7°40'40"
39.31

(97.57)

50.75

97°45'50"
148.32

8.76
90°24'

102.21
7°40'40"

E-4
142.73

7°40'40"
(177.02)

SEE
ENLARGEMENT
1 ABOVE

18.46
8°08'

52°57'
14.18

15
9.01

37.61
97°45'50"

171°04'
20.38

50.96
97°45'50"

101°46'
33.98

1.57
7°41'

POUND ROAD

THOMPSONS ROAD

CLEARWATER BOULEVARD

N.I.S.

N.I.S.

N.I.S.

N.I.S.

SEE SHEET 9

MGA94 ZONE 55

ENLARGEMENT 1

NOT TO SCALE

18.46
8°08'

11°10'
C10.54
A10.55
R99.88

16.83
14°11'

11°10'
A&C12.68
R120.08

16.42

97°45'50"

8°08'
26.08

9.66

14.18
52°57'

PART
F

ENLARGEMENT 2

NOT TO SCALE

15

E-3

E-4

E-5

0.70
277°34'

3

11.46
133°25'

18.48
133°25'

102.21
7°40'40"

E-4

REF: **22344**	VERSION: **G**	DATE: 15/04/21 22344-0-GPa4-M-G.DGN	SCALE 1:2000	ORIGINAL SHEET SIZE A3	SHEET 8

50 0 50
LENGTHS ARE IN METRES

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807038B

MGA94 ZONE 55

PART **F**

SEE SHEET 3

RESERVE No.3
1.503 ha

ROAD

BELLS

PART **F**

N.I.S.

SEE SHEET 5

SEE SHEET 8

N.I.S.

PART **F**

SEE SHEET 3

THOMPSONS ROAD

277°40'40" 1118.45

104°11' 4.24	149°11'20" 38.21	R43 A27.66 C27.18 130°46'	A17.54 C17.44 123°02'	R47 27.14	133°43' R50 A31.09 C30.59 115°55'
98°06' 64.38	79°29' C63.85 A64.99	R100	60.23	60°51'50" 247.74	187.51
79°19' 5.69	97°47' 40.77	143°06' 7.01	90°8' 75	E-2	5 5
63.83 97°51'40"	R47.13 A28.65 C28.21 80°37'	(94.52) 201.15	97°34' 5.02	60°52 28.79	E-3
60.03 149°11'20"	106.63	60°51'50"	79°13' C94.46 A96.09	R150	249.77 97°34'05"
67°54' 6.42	27°36' 4.64	177°54'45" C40.70 A40.70	R120	59°11'20" 126.92	E-4 15 34.30 7°40'40"
4.24 142°31'	E-4 15 9.01	(177.02) 7°40'40"	(177.04) 7°40'40"	142.73	

REF: **22344**	VERSION: **G**	DATE: 15/04/21 22344-0-GPa4-M-G.DGN	
SCALE 1:2000	50 0 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 9

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS 807038B

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE No.3	-	-	-	-	-	-	-			

REF:	VERSION:	DATE:		
22344	**G**	15/04/21 22344-0-GPa4-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 10

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

SUBDIVISION ACT 1988

PLAN UNDER SECTION 35

EDITION 1

PLAN NUMBER
PS 807039Y

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: ---

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT F ON PS807038B

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 819 ZONE: 55
(of approximate centre of land in plan) N 5 783 146 GDA 94

COUNCIL NAME : CITY OF CASEY

NOTATIONS

LAND DENOTED N.I.S. IS NOT IN SUBDIVISION.

LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.4
LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL

ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

VESTING OF ROADS OR RESERVES

ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.

IDENTIFIER	COUNCIL / BODY / PERSON
(%) RESERVE No.4	MELBOURNE WATER CORPORATION

DEPTH LIMITATION: DOES NOT APPLY

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

SEE SHEET 2 FOR EASEMENT DETAILS

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PIna 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY IN BP2606Q.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344** VERSION: **G** DATE: 15/04/21 22344-0-GPa5-M-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807039Y

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
-	E-2	CARRIAGEWAY	SEE DIAG.	PS807038B	LOT F ON PS807038D
-	E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
-	E-4, E-5	CARRIAGEWAY	SEE DIAG.	PS807036F	LOT E ON PS807036F

REF:	VERSION:	DATE:			
22344	**G**	15/04/21 22344-0-GPa5-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 2

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER

PS 807039Y

98°30' 42.28 | 97°21' 236.79 | 97°30' 102.88 | 97°25' 277.60 | 97°21' 137.60 | 97°25' 484.58 | 97°43' 131.63 | 97°26' 205.16 | 132°19'40" 49.59

SEE SHEET 7

POUND

E-3

E-1

15 6m

PART **G** **89.51 ha** **(TOTAL 109.30 ha)**

322°33'20" 1161.50

SEE SHEET 6 FOR EASEMENT DETAILS

ROAD (659.78) 8°06' 611.98 8°06' 349.14

RESERVE No.4 **3.031ha**

SOLDIERS 142°36' 1136.13

ROAD

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

N.I.S.

N.I.S.

PART **G** **19.79 ha** **(TOTAL 109.30 ha)**

143.03

BELLS

29.21 66°58' | 97°51'50" 395.39

R55 A36.50 C35.83 78°51'

N.I.S. *SEE SHEET 5*

223.72 8°06'

E-1 6m 15

E-4

301.49 277°40'40"

SEE SHEET 4

397.02 277°40'40" | 127.63 277°40'40" | 519.10 277°51'45"

THOMPSONS **ROAD**

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa5-M-G.DGN

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SCALE 1:6000 — 60 0 60 120 180 240 300 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807039Y

MGA94 ZONE 55

PART
G
SEE SHEET 3

SEE SHEET 3

BELLS ROAD

R297.45
A&C4.76
8°13'
10°00'10"
178°49'20"
68.76
8°21'40"

19°04'
6.88
9.31
7°46'
R28.05
A5.53
C5.52
13°26'
7°47'
14.77
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

N.I.S.
SEE SHEET 5

175°56'
24.53
156°12'
21.49
40.51
99°20'10"
21.19
5°11'
69.75
97°45'50"
PART
G
SEE SHEET 3
R2619
97°40'40"
102.55
106°35'10"
35.88

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63
397.02
277°40'40"

THOMPSONS ROAD

REF: **22344**	VERSION: **G**	DATE: 15/04/21 22344-0-GPa5-M-G.DGN
SCALE 1:1000	10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3
SHEET 4		

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807039Y

MGA94 ZONE 55

PART
G
SEE SHEET 3

8°06'
66°58'
29.21
97°51'50"
395.39
R55
A36.50
C35.83
78°51'

27.83
178°49'20"
51.42

SEE SHEET 4

BELLS ROAD

N.I.S.

8°21'40"
68.76
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
98°51'50"
C100.56
A100.56
R2619
21.19
5°11'
97°40'40"
102.55
277°40'40"
106°35'10"
35.88
127.63
277°40'40"
132.38
99°57'50"
86.62
97°45'50"
277°51'45"
223.72
8°06'

PART
G
SEE SHEET 3

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807039Y

98°30'
42.28
97°21'
131.24
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16

E-3
7°21'
64.63
142°33'20"
84.88
6°04'25"
80.52
E-3
25
96°55'
62.34
96°53'40"
143.97
96°53'40"
E-1
145.32
142°33'20"
E-3
7°51'40"
65.52
E-3
171°13'25"
61.34
1161.50
322°33'20"
208.67
142°33'20"
E-3
E-1
77.58

15
6m

SEE SHEET 7

PART
G
SEE SHEET 3

SEE SHEET 8

POUND ROAD

N.I.S.

SEE SHEET 9

N.I.S.

N.I.S.

BELLS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE:
22344	**G**	15/04/21
		22344-0-GPa5-M-G.DGN

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SCALE 1:4000
50 0 50 100 150
LENGTHS ARE IN METRES

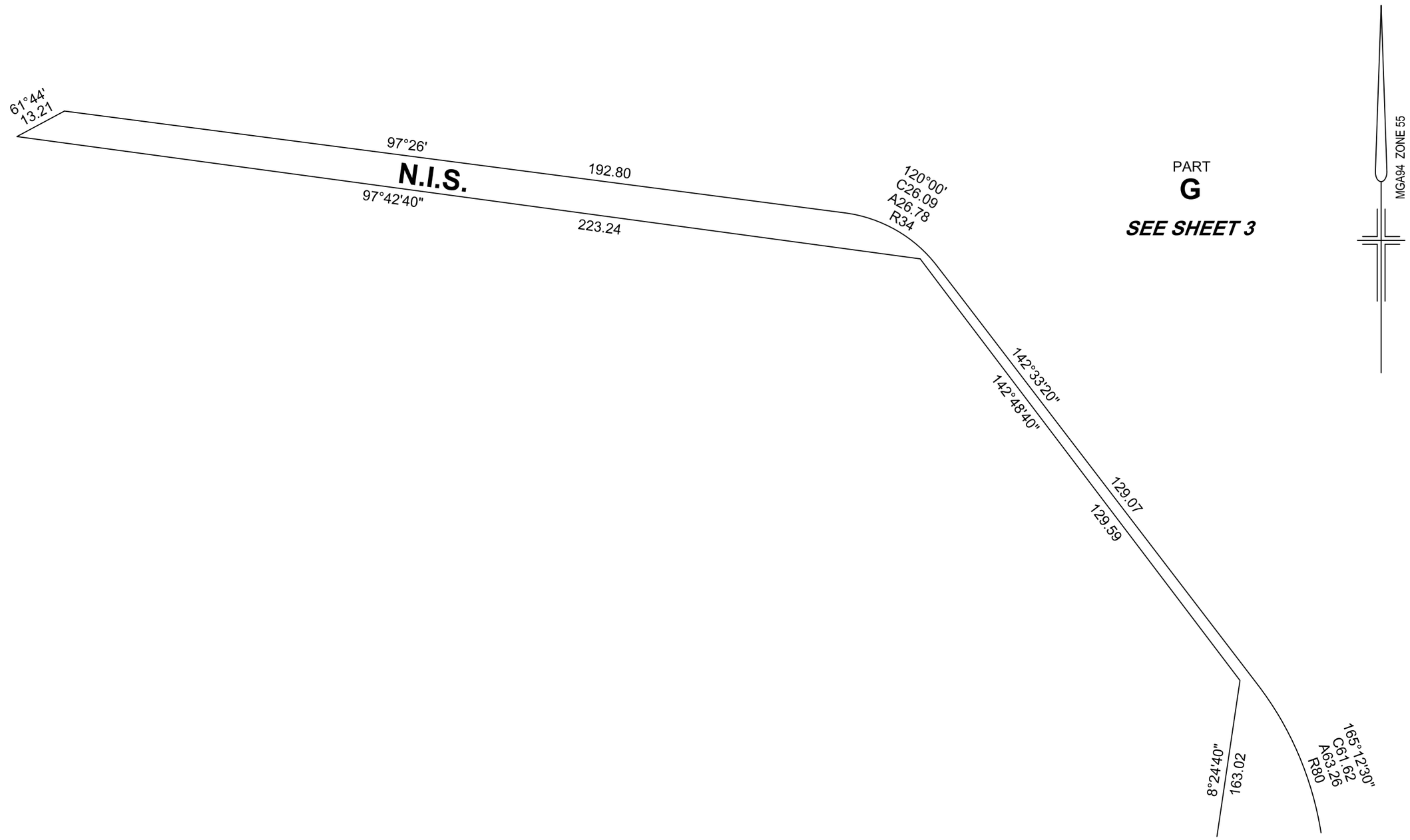
ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807039Y



PART
G

SEE SHEET 3

SEE SHEET 8

REF:	VERSION:	DATE: 15/04/21
22344	**G**	22344-0-GPa5-M-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 807039Y

SEE SHEET 7

142°33'20"

165°12'30" C61.62 A63.26 R80

8°24'40" 163.02

137.06 7°51'40"

PART **G**

SEE SHEET 3

ENLARGEMENT 1

NOT TO SCALE

N.I.S.

11°10' C10.54 A10.55 R99.88 18.46 8°08'

16.83 14°11'

11°10' A&C12.68 R120.08

PART **G**

16.42 97°45'50"

8°08' 26.08

9.66

14.18 52°57'

CLEARWATER BOULEVARD

ENLARGEMENT 2

15

E-3 E-4 E-5

3 3 3 3

0.70 277°34'

11.46 133°25'

18.48 133°25'

102.21 7°40'40"

E-4

N.I.S. N.I.S.

4.32 170°33'

5°07'50" 27.20

165°12'30" C38.51 A39.54 R50

173.43 142°58'35"

142°33'20" 141.36

142°33'20"

SEE SHEET 6

45°28'25" 54.92

120°03'45" C38.26 A39.26 R50

97°34' 91.22

52°27'20" 38.25 32.29

142°27'20"

R95 A74.98 C73.05 165°04'

69.17 142°33'20"

120°03'45" C38.26 A39.26 R50

113.85 97°34'

N.I.S.

SEE ENLARGEMENT 2 ABOVE

N.I.S.

SEE SHEET 9

MGA94 ZONE 55

15 6m

322°33'20"

E-1

POUND ROAD

1161.50

7°40'40" 89.42

R100 A11.36 C11.36 10°56'

14°11' 28.39

R100 A11.36 C11.36 10°56'

7°40'40" 39.31

102.21 7°40'40" (177.02)

E-4 142.73

7°40'40"

7°40'40"

SEE ENLARGEMENT 1 ABOVE

18.46 8°08'

52°57' 14.18 8°08'

15 9.01

171°04' 20.38

37.61 97°45'50"

101°46' 33.98 1.57 7°41'

(97.57) 50.75

8.76 90°24' 97°45'50" 148.32

50.96 97°45'50"

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	
22344	**G**	22344-0-GPa5-M-G.DGN	1:2000 (50 0 50 LENGTHS ARE IN METRES)	A3	SHEET 8

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807039Y

MGA94 ZONE 55

PART **G** *SEE SHEET 3*

79°19' 5.69 | 97°47' 40.77 | 7.01 143°06' | 90.8 S7 | E-2

RESERVE No.4

SEE SHEET 10

104°11' 4.24 | 149°11'20" 38.21 | R43 | A27.66 C27.18 130°46' | A17.54 C17.44 123°02' | 133°43' R47 | 27.14 | R50 | A31.09 C30.59 115°55' | 98°06' 64.38 | 79°29' C63.85 A64.99 R100 | 60°51'50" 247.74

R47.13 | A28.65 C28.21 80°37' | 63.83 97°51'40" | 16.61 176°47' | 8.88 176°47'

67°54' 6.42 | 27°36' 4.64 | R120 | 177°54'45" C40.70 A40.90

59°11'20" 126.92

201.15 60°51'51"

ROAD

PART **G**

N.I.S.

15 | 7°40'40" 34.30

79°13' C94.46 A96.09 R150

249.77 97°34'05"

4.24 142°31'

SEE SHEET 8

N.I.S.

E-4

(177.02) | (177.04) | 142.73

7°40'40" | 7°40'40"

15 | 9.01

PART **G** *SEE SHEET 3*

BELLS

N.I.S.

SEE SHEET 5

301.49 277°40'40"

THOMPSONS ROAD

REF:	VERSION:	DATE:
22344	**G**	15/04/21
		22344-0-GPa5-M-G.DGN

SCALE 1:2000 — 50 0 50 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 9

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 807039Y

PART
G
SEE SHEET 3

PART
G
SEE SHEET 3

PART
G
SEE SHEET 3

SEE SHEET 9

ROAD

BELLS

SOLDIERS

ROAD

MGA94 ZONE 55

349.14

659.78

97°47'
40.77
7.07
143°06'
5
5
8°06'
8°06'
75
8°06'
91.98
143.03
144.60
16.61
176°47'
97°51'40"
8.88
176°47'

N.I.S.

E-2

RESERVE No.4
3.031 ha

97°51'50"
191.80

52°46'40"
100.15

97°41'
4.25

142°36'
57

142°36'
1136.13

198.85
52°46'40"

174°36'
25.71
3
8°06'

137.27
97°51'50"

75°19'
C26.07
A26.75
R34

REF:	VERSION:	DATE: 15/04/21
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SCALE	ORIGINAL SHEET SIZE	SHEET
1:1500 (20 0 20 40 60 — LENGTHS ARE IN METRES)	A3	10

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

PLAN NUMBER

PS 807039Y

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN				LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ. PAGE	GOV'T GAZ. YEAR	DATE OF REGISTRATION OF TRANSFER		
RESERVE NO. 4	-	-	-	-	-	-	-			

REF:	VERSION:	DATE:		
22344	**G**	15/04/21 22344-0-GPa5-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 11

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS 746170N

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. 4024 FOL. 689

LAST PLAN REFERENCE: TP 392956D LOT 1

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH 3978

MGA CO-ORDINATES: E 355 819 ZONE: 55
(of approximate centre of land in plan) N 5 783 146 GDA 94

COUNCIL NAME : CITY OF CASEY

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

1275 POUND ROAD - HONOUR VILLAGE

NUMBER OF LOTS IN THIS PLAN : 2

TOTAL AREA OF LAND IN THIS PLAN : 109.30 ha

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

SEE SHEET 2 FOR EASEMENT DETAILS

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PIna 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY IN BP2606Q.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344/GPa** VERSION: **G** DATE: 15/04/21 22344-0-GPa-M-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 746170N

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS MARKED (-) ARE EXISTING EASEMENTS
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
*EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.*
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
-	E-1	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	15	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
-	E-2	CARRIAGEWAY	SEE DIAG.	PS807038B	LOT F ON PS807038D
-	E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
-	E-4, E-5	CARRIAGEWAY	SEE DIAG.	PS807036F	LOT E ON PS807036F

REF:	VERSION:	DATE:			
22344/GPa	**G**	15/04/21 22344-0-GPa-M-G.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 2

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER

PS 746170N

98°30' 42.28 | 97°21' 236.79 | 97°30' 102.88 | 97°25' 277.60 | 97°21' 137.60 | 97°25' 484.58 | 97°43' 131.63 | 97°26' 205.16 | 132°19'40" 49.59

SEE SHEET 7

POUND ROAD

6m +15

E-1

322°33'20" 1161.50

SEE SHEET 6 FOR EASEMENT DETAILS

PART 2 89.51 ha (TOTAL 103.93 ha)

SEE SHEET 8

SEE SHEET 9

N.I.S.

N.I.S.

6m +15

E-4

BELLS ROAD

8°06' (659.78)

8°06' 611.98

349.14

143.03

N.I.S. SEE SHEET 10

SOLDIERS ROAD

142°36'

798.83

1136.13

PART 2 13.02 ha (TOTAL 103.93 ha)

SEE ENLARGEMENT NOT TO SCALE

97°36' 7.07 | 142°36' 23.92 | 52°36' 55.10 | 8°06' | R55 A&C 6.95 56°13' | R150 C 57.13 A 57.48 131°37'

PART 2

1

SOLDIERS ROAD

142°36'

MGA94 ZONE 55

N.I.S. 8°06'

97°45'50" 52.54 | 9.35 142°35' | 139.12 97°51'45" | 23.97 90°06' | 118.42 97°45'50" | 142°36' 21.94 | 277°51'45"

1

PART 2

THOMPSONS ROAD

301.49 277°40'40"

SEE SHEET 4

N.I.S. SEE SHEET 5

8°06' 223.72

397.02 277°40'40"

127.63

277°51'45" 519.10 | 21.94 142°36'

1 5.382 ha

315.36

SEE ENLARGEMENT NOT TO SCALE

PART 2 1.399 ha (TOTAL 103.93 ha)

REF:	VERSION:	DATE: 15/04/21
22344/GPa	G	22344-0-GPa-M-G.DGN

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SCALE 1:6000 — 60 0 60 120 180 240 300 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 746170N

MGA94 ZONE 55

PART
2
SEE SHEET 3

SEE SHEET 3

BELLS ROAD

178°49'20"
68.76
8°21'40"
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
R2619
21.19
5°11'
PART
2
SEE SHEET 3
97°40'40"
102.55
106°35'10"
35.88

10°00'10"
R297.45
A&C4.76
8°13'
19°04'
6.88
9.31
7°46'
7°47'
14.77
R28.05
A5.53
C5.52
13°26'
176°27'
6.88
R28.05
A5.55
C5.54
2°07'
6.12
7°49'

90°25'30"
35.58
96°32'30"
62.46
98°02'50"
35.92
81°25'20"
58.63
397.02
277°40'40"

N.I.S.
SEE SHEET 5

THOMPSONS ROAD

REF: **22344/GPa**	VERSION: **G**	DATE: 15/04/21 22344-0-GPa-M-G.DGN
SCALE 1:1000	10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3
SHEET 4		

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 746170N

MGA94 ZONE 55

PART **2**

SEE SHEET 3

8°06'
66°58'
29.21
27.83
97°51'50"
395.39
R55
A36.50
C35.83
78°51'

SEE SHEET 4

BELLS ROAD

178°49'20"
51.42
8°21'40"
68.76
175°56'
24.53
156°12'
21.49
40.51
99°20'10"
69.75
97°45'50"
98°51'50"
C100.56
A100.56
R2619
21.19
5°11'
97°40'40"
102.55
106°35'10"
35.88
277°40'40"
PART **2**
127.63
277°40'40"
132.38
99°57'50"
86.62
97°45'50"
277°51'45"
223.72
8°06'

N.I.S.

1

SEE SHEET 3

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21
22344/GPa	**G**	22344-0-GPa-M-G.DGN

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SCALE 1:1500

20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 746170N

98°30'
42.28
97°21'
131.24
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
97°25'
484.58
97°43'
131.63
97°26'
205.16

E-3
7°21'
64.63
142°33'20"
84.88
6°04'25"
80.52
E-3
25
96°55'
62.34
96°53'40"
143.97
96°53'40"
E-1
145.32
142°33'20"
E-3
7°51'40"
65.52
E-3
171°13'25"
61.34
322°33'20"
1161.50
142°33'20"
208.67
E-3
E-1
77.58

15
6m

SEE SHEET 7

PART
2
SEE SHEET 3

SEE SHEET 8

N.I.S.

SEE SHEET 9

N.I.S.

POUND ROAD

BELLS ROAD

MGA94 ZONE 55

REF:	VERSION:	DATE: 15/04/21
22344/GPa	**G**	22344-0-GPa-M-G.DGN

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SCALE 1:4000
50 0 50 100 150
LENGTHS ARE IN METRES

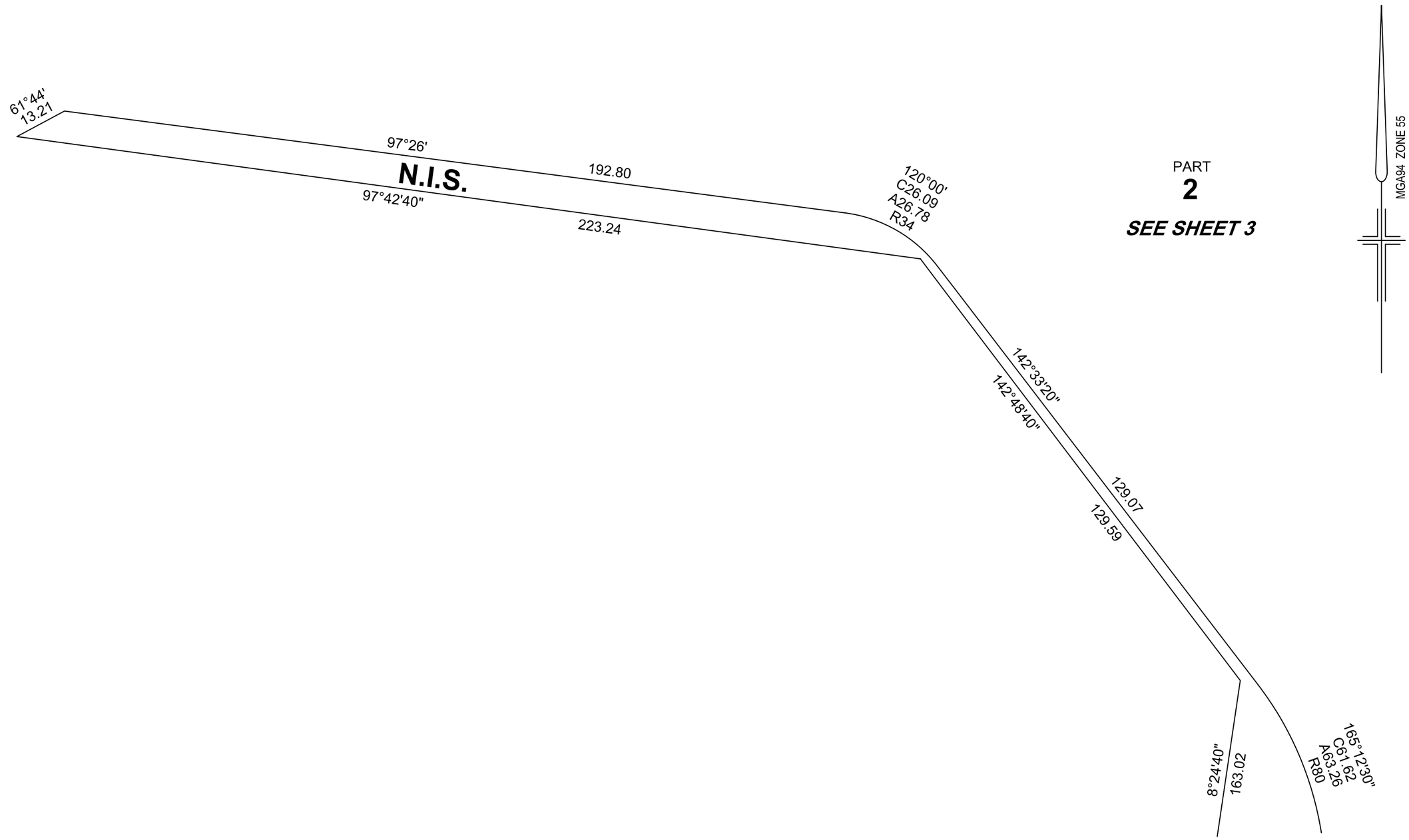
ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 746170N



PART
2

SEE SHEET 3

SEE SHEET 8

REF:	VERSION:	DATE: 15/04/21
22344/GPa	**G**	22344-0-GPa-M-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 746170N

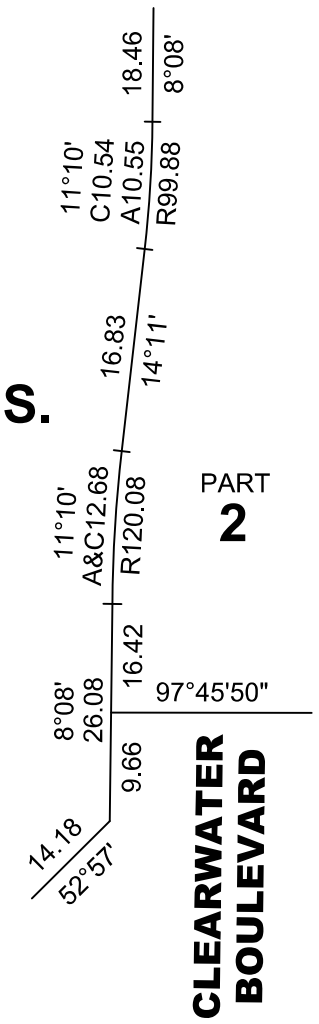
SEE SHEET 7

PART **2**

SEE SHEET 3

ENLARGEMENT 1

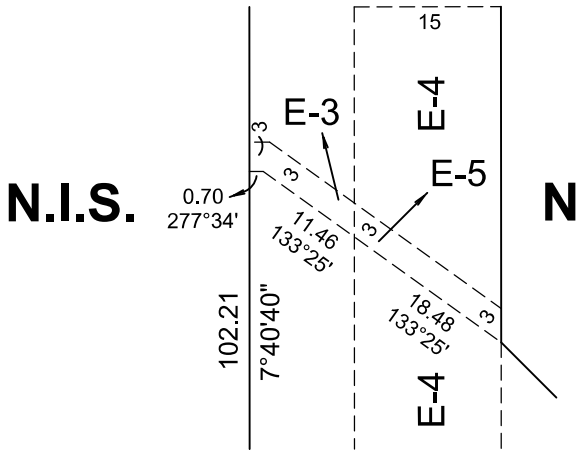
NOT TO SCALE



N.I.S.

PART **2**

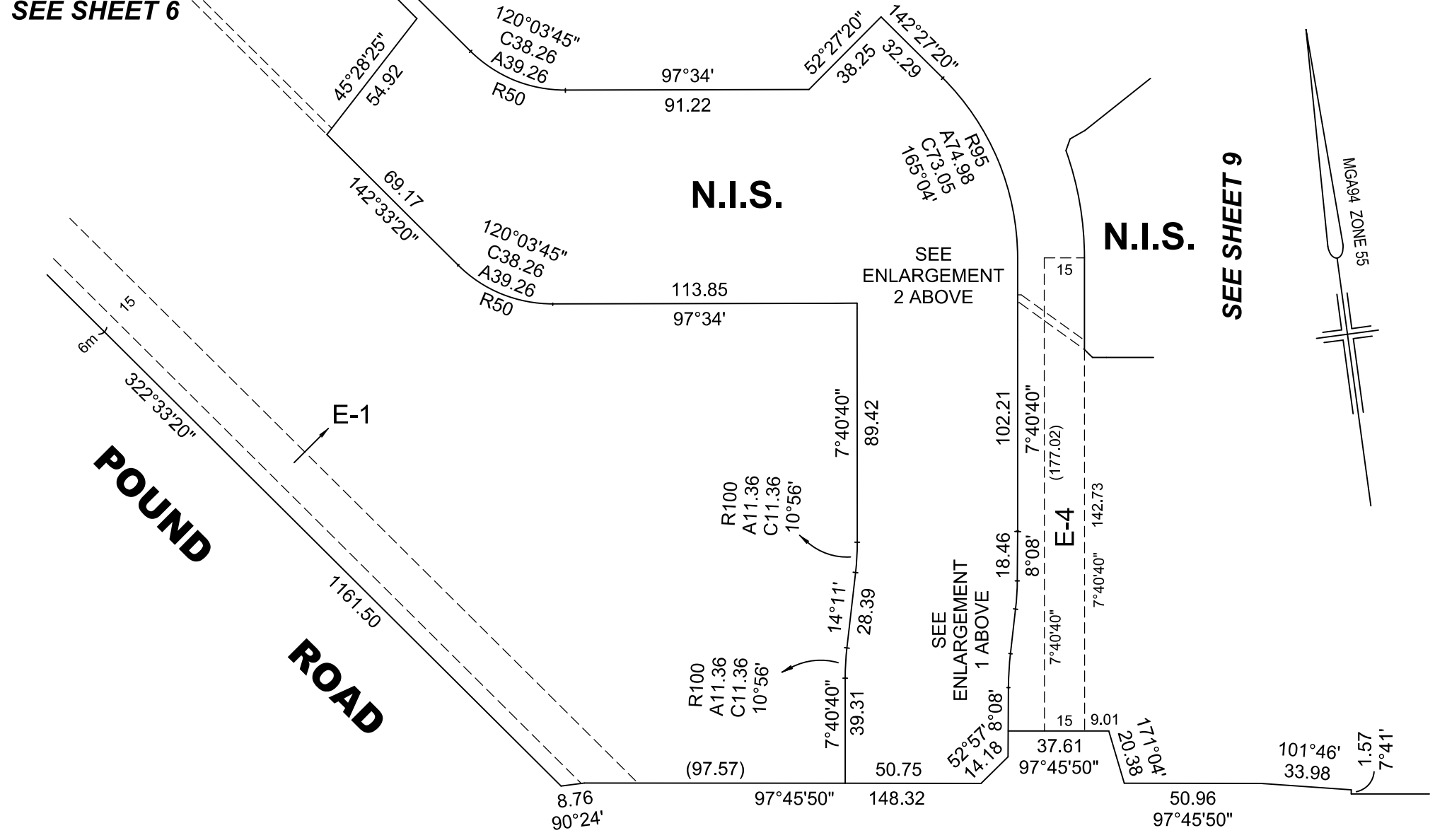
ENLARGEMENT 2



N.I.S.

N.I.S.

SEE SHEET 6



N.I.S.

SEE SHEET 9

MGA94 ZONE 55

THOMPSONS ROAD

REF:	VERSION:	DATE: 15/04/21	SCALE	ORIGINAL SHEET SIZE	
22344/GPa	**G**	22344-0-GPa-M-G.DGN	1:2000 (50 0 50 LENGTHS ARE IN METRES)	A3	SHEET 8

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 746170N

MGA94 ZONE 55

PART **2** *SEE SHEET 3*

67°54'
6.42
27°36'
4.64
177°54'45"
C40.70
A40.90
R120

59°11'20"
126.92

104°11'
4.24

149°11'20"
38.21

A27.66
C27.18
130°46'
R43

A17.54
C17.44
123°02'
R47

133°43'
27.14

R50

A31.09
C30.59
115°55'

98°06'
64.38

79°29'
C63.85
A64.99
R100

60°51'50"
247.74

79°19'
5.69

97°47'
40.77

7.07
143°06'

5
5

90.8

E-2

16.61
176°47'

63.83
97°51'50"

8.88
176°47'

R47.13
A28.65
C28.21
80°37'

201.15
60°51'51"

144.60

N.I.S.

SEE SHEET 10

PART **2**

ROAD

BELLS

N.I.S.

SEE SHEET 5

79°13'
C94.46
A96.09
R150

249.77
97°34'05"

15
7°40'40"
34.30

4.24
142°31'

(177.02)
(177.04)
142.73

7°40'40"
7°40'40"

E-4

15

N.I.S.

SEE SHEET 8

PART **2** *SEE SHEET 3*

301.49
277°40'40"

THOMPSONS ROAD

REF:	VERSION:	DATE:	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/GPa	**G**	15/04/21 22344-0-GPa-M-G.DGN	1:2000 50 0 50 LENGTHS ARE IN METRES	A3	SHEET 9

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 746170N

PART
2
SEE SHEET 3

PART
2
SEE SHEET 3

BELLS ROAD

SOLDIERS ROAD

349.15

659.78

97°47'
40.77

7.07
143°06'

5
5

8°06'

8°06'
91.98

8°06'
75

E-2

N.I.S.

SEE SHEET 9

16.61
176°47'

97°51'50"

8.88
176°47'

144.60

143.03

N.I.S.

97°51'50"
191.80

52°46'40"
100.15

97°41'
4.25

142°36'
57

142°36'
1136.13

198.85
52°46'40"

174°36'
25.71

3
8°06'

137.27
97°51'50"

75°19'
C26.07
A26.75
R34

MGA94 ZONE 55

PART
2

SEE SHEET 3

REF:	VERSION:	DATE: 15/04/21
22344/GPa	**G**	22344-0-GPa-M-G.DGN

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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 10

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS809748G

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ----

SECTION: ----

CROWN ALLOTMENT: ----

CROWN PORTION: 46 (PART), 47 (PART), 59 (PART) & 60 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT 2 ON PS746170N

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH 3978

MGA CO-ORDINATES: E 355 100 ZONE: 55
(of approximate centre of land in plan) N 5 783 580 GDA 94

COUNCIL NAME :

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CASEY CITY COUNCIL
RESERVE No. 1	AUSNET ELECTRICITY SERVICES PTY LTD
RESERVE No. 2	AUSNET ELECTRICITY SERVICES PTY LTD

HONOUR VILLAGE - RELEASE 1

NUMBER OF LOTS IN THIS PLAN: 51 + 1 BALANCE LOT

TOTAL AREA OF LAND IN THIS PLAN: 129.79 ha
(INCLUDING BALANCE LOT OF 123.78ha)

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

ANY EASEMENTS SHOWN ON PREVIOUS PLANS AS IT AFFECTS ROADS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004.

OTHER PURPOSES OF THIS PLAN:
CREATION OF RESTRICTIONS:

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND

BURDENED LAND: LOTS 101 - 151 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 101 - 151 (BOTH INCLUSIVE)

RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE **MCP _ _ _ _ _ _**

EXPIRY DATE: 30th JUNE 2030.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
	SEE SHEET 2 FOR EASEMENT DETAILS			

THIS IS A SPEAR PLAN

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PLNA 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. ----------

REF: **22344/1** VERSION: **M** DATE: 22/02/21 22344-1-PS-M.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER

PS809748G

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	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	SEE DIAG.	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
E-3, E-10	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION
E-8, E-10	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY

REF:	VERSION:	DATE:		
22344/1	**M**	22/02/21 22344-1-PS-M.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3 / SHEET 2

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN NUMBER

PS809748G

98°30'
42.28
97°21'
236.79
97°30'
102.88
97°25'
277.60
97°21'
137.60
22.50
97°25'
484.58
97°43'
131.63
97°26'
226.04
8.36
188°06'

SEE SHEET 5

15
6m
E-1

SEE SHEET 4

POUND ROAD

1129.51
1165.94
322°33'20"

A
123.78ha

MGA94 ZONE 55

E-1
15
6m

ENLARGEMENT 1
NOT TO SCALE

277°36'
7.07
232°36'
55.10
322°36'
23.92
188°06'
R55
A&C 6.95
236°13'
R150
C 57.13
A 57.48
311°31'
142°36'

SOLDIERS ROAD

SOLDIERS ROAD
142°36'
827.04

SEE ENLARGEMENT
NOT TO SCALE

SEE SHEET ENLARGEMENT 1

ROAD

E-1
15
6m

SEE SHEET ENLARGEMENT 2

ENLARGEMENT 2
NOT TO SCALE

E-1
322°33'20"
15
6m
8.50
21.26
147.93
277°40'40"

POUND ROAD

THOMPSONS ROAD

1088.69
277°40'40"
1118.45

THOMPSONS ROAD

188°06'
223.72

277°51'45"
519.10
21.94
142°36'

8°06'
52.54
97°45'50"
9.35
142°35'
139.12
97°51'45"
23.97
90°06'
118.42
97°45'50"
142°36'

SEE ENLARGEMENT
NOT TO SCALE

REF:	VERSION:	DATE: 22/02/21
22344/1	**M**	22344-1-PS-M.DGN

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SCALE 1:6000

60 0 60 120 180 240 300
LENGTHS ARE IN METRES

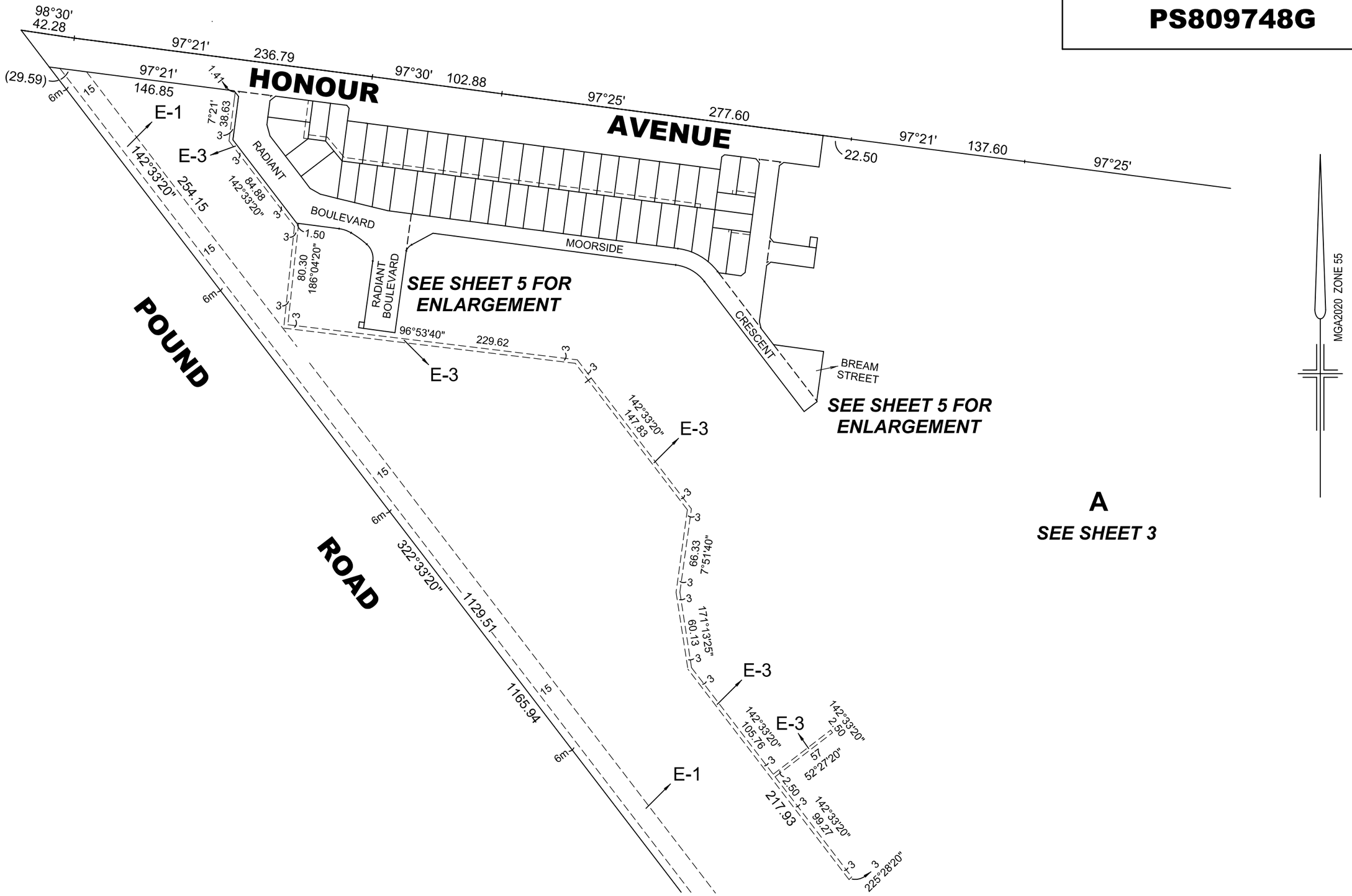
ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS809748G



REF:	VERSION:	DATE: 22/02/21	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/1	**M**	22344-1-PS-M.DGN	1:3000 (40 0 40 80 120 LENGTHS ARE IN METRES)	A3	4

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS809748G

MGA94 ZONE 55

ENLARGEMENT 4
NOT TO SCALE

HONOUR AVENUE

RADIANT BOULEVARD

MOORSIDE CRESCENT

ROCKBANK ROAD

LONGFIN STREET

BREAM STREET

R-1 1.917ha

R-1 782m²

RESERVE No.2 18m²

A

E-1

E-3

SEE SHEET 4 FOR EASEMENT DETAILS

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 3

SEE ENLARGEMENT 3

SEE ENLARGEMENT 4

SEE ENLARGEMENT 5

SEE ENLARGEMENT 6

ENLARGEMENT 3
NOT TO SCALE

ENLARGEMENT 5
NOT TO SCALE

ENLARGEMENT 6
NOT TO SCALE

REF:	VERSION:	DATE: 22/02/21
22344/1	**M**	22344-1-PS-M.DGN

SCALE 1:2000 — 50 0 50 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 5

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS809748G

HONOUR AVENUE

101 562m²
102 675m²
103 607m²
104 709m²
105 426m²
106 447m²
107 469m²
108 615m²
109 477m²
110 545m²
111
149 512m²
148 512m²
147 512m²
146 512m²
145 512m²
144 448m²
143
150 553m²
151 420m²
R-1 6531m²

E-10
E-3
MGA94 ZONE 55

RADIANT BOULEVARD

A
SEE SHEET 3

SEE SHEET 7

SEE SHEET 5

RADIANT BOULEVARD

13 MOORSIDE CRESCENT

REF:	VERSION:	DATE: 22/02/21
22344/1	**M**	22344-1-PS-M.DGN

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SCALE 1:500 — 10 0 10 20 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS809748G

HONOUR AVENUE

MGA94 ZONE 55

97°30' 97°25' 178.17

144	143	142	141	140	139	138	137	136	135	134	133	132
	448m²	512m²	512m²	512m²	512m²	512m²	448m²	448m²	512m²	512m²	512m²	

E-10 E-10 E-10

97°30' 97°25'

SEE SHEET 6

SEE SHEET 8

110	111	112	113	114	115	116	117	118	119	120	121	122	123
	544m²	476m²	476m²	476m²	544m²	544m²	476m²	476m²	476m²	545m²	545m²	477m²	

97°26' 211.67

MOORSIDE CRESCENT

R-1
4977m²

192.80
97°26'

REF:	VERSION:	DATE: 22/02/21
22344/1	M	22344-1-PS-M.DGN

SCALE 1:500 — 10 0 10 20 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

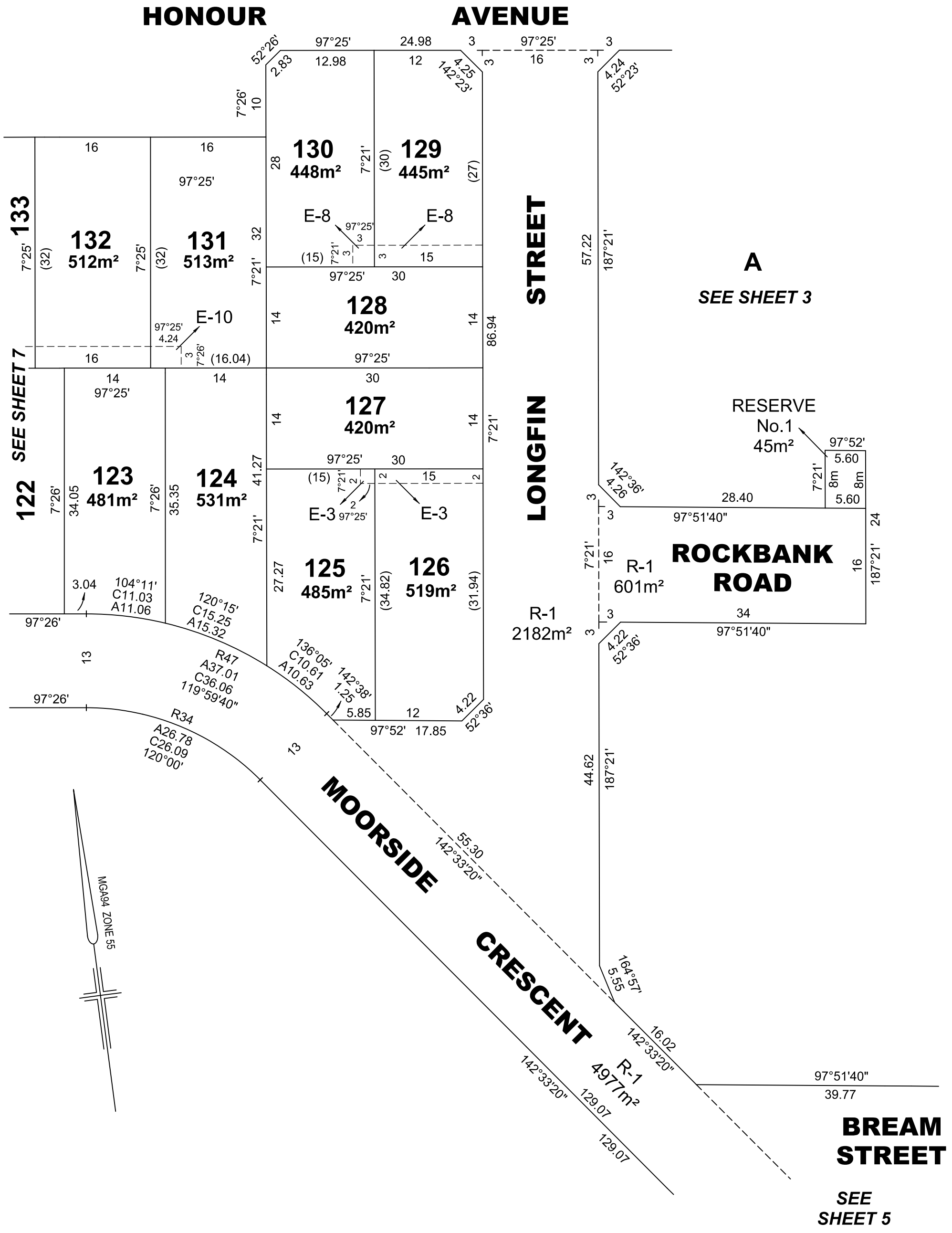
SHEET 7

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS809748G



REF:	VERSION:	DATE:
22344/1	**M**	22/02/21
		22344-1-PS-M.DGN

SCALE 1:500

10 0 10 20

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 8

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS 809749E

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ----

SECTION: ----

CROWN ALLOTMENT: ----

CROWN PORTION: 46 (PART), 47 (PART), 59 (PART) & 60 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT A PS809748G

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 610 ZONE: 55
(of approximate centre of land in plan) N 5 783 450 GDA 94

COUNCIL NAME : CASEY CITY COUNCIL

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CASEY CITY COUNCIL
RESERVE No. 1	AUSNET ELECTRICITY SERVICES PTY LTD

HONOUR VILLAGE - RELEASE 2

NUMBER OF LOTS IN THIS PLAN: 39 LOTS PLUS BALANCE LOT
TOTAL AREA OF LAND IN THIS PLAN: 123.78ha (INCLUDING BALANCE LOT: 120.48ha)

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

OTHER PURPOSES OF THIS PLAN:
CREATION OF RESTRICTIONS:

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND

BURDENED LAND: LOTS 201 - 239 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 201 - 239 (BOTH INCLUSIVE)

RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE **MCP** _ _ _ _ _ _

EXPIRY DATE: 30th JUNE 2030.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
SEE SHEET 2 FOR EASEMENT DETAILS				

THIS IS A SPEAR PLAN

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PLNA 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344/2** VERSION: **J** DATE: 22/02/21 22344-2-PS-J.DGN

ORIGINAL SHEET SIZE A3

SHEET 1 OF 8 SHEETS

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 809749E

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	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	SEE DIAG.	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
E-8, E-10	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-9, E-10	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION
E-3	SEWERAGE	SEE DIAG.	PS809748G	SOUTH EAST WATER CORPORATION

REF: **22344/2** VERSION: **J** DATE: 22/02/21 22344-2-PS-J.DGN

NOT TO SCALE

ORIGINAL SHEET SIZE A3

SHEET 2

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN NUMBER

PS 809749E

HONOUR AVENUE

97°21' 146.85

97°25' 22.50

97°21' 137.60

97°25' 317.53

484.58

97°43' 131.63

97°26' 226.04

8.36 188°06'

FOR ENLARGEMENTS SEE SHEET 4 AND 5

SEE SHEET 6

POUND ROAD

15 6m

E-1

E-3

1129.51 322°33'20"

E-1

15 6m

FOR EASEMENTS SEE SHEET 5

B

120.48ha

B

277°36' 7.07

232°36' 55.10

322°36' 23.92

SOLDIERS ROAD 142°36'

188°06'

R55 A&C6.95 236°13'

R150 C57.13 A57.48 311°37'

SOLDIERS ROAD 142°36'

827.04

SEE ENLARGEMENT NOT TO SCALE

MGA94 ZONE 55

1088.69 277°40'40"

THOMPSONS ROAD

8°06'

52.54 97°45'50"

9.35 142°35'

139.12 97°51'45"

23.97 90°06'

118.42 97°45'50"

142°36'

188°06' 223.72

1118.45

277°51'45"

519.10

21.94 142°36'

SEE ENLARGEMENT NOT TO SCALE

REF:	VERSION:	DATE: 22/02/21
22344/2	**J**	22344-2-PS-J.DGN

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SCALE 1:6000

60 0 60 120 180 240 300

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

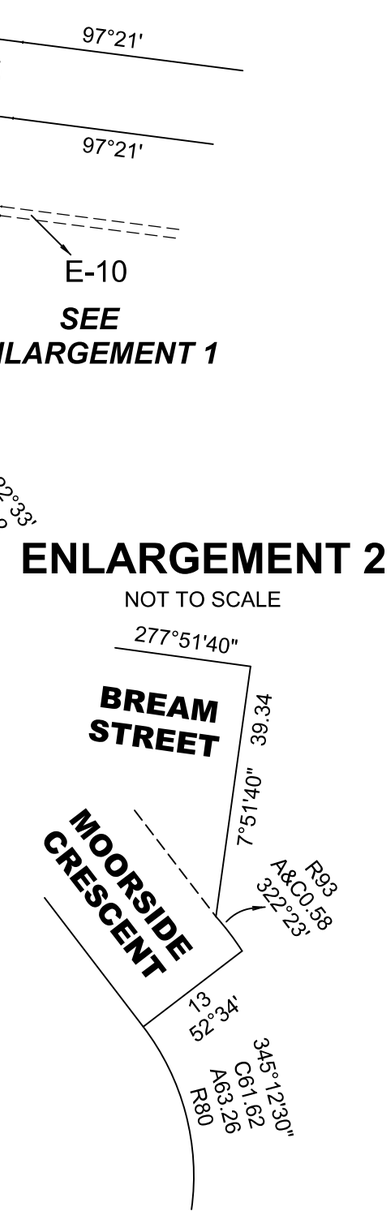
LICENSED SURVEYOR

THOMAS ANDREW MILLAR

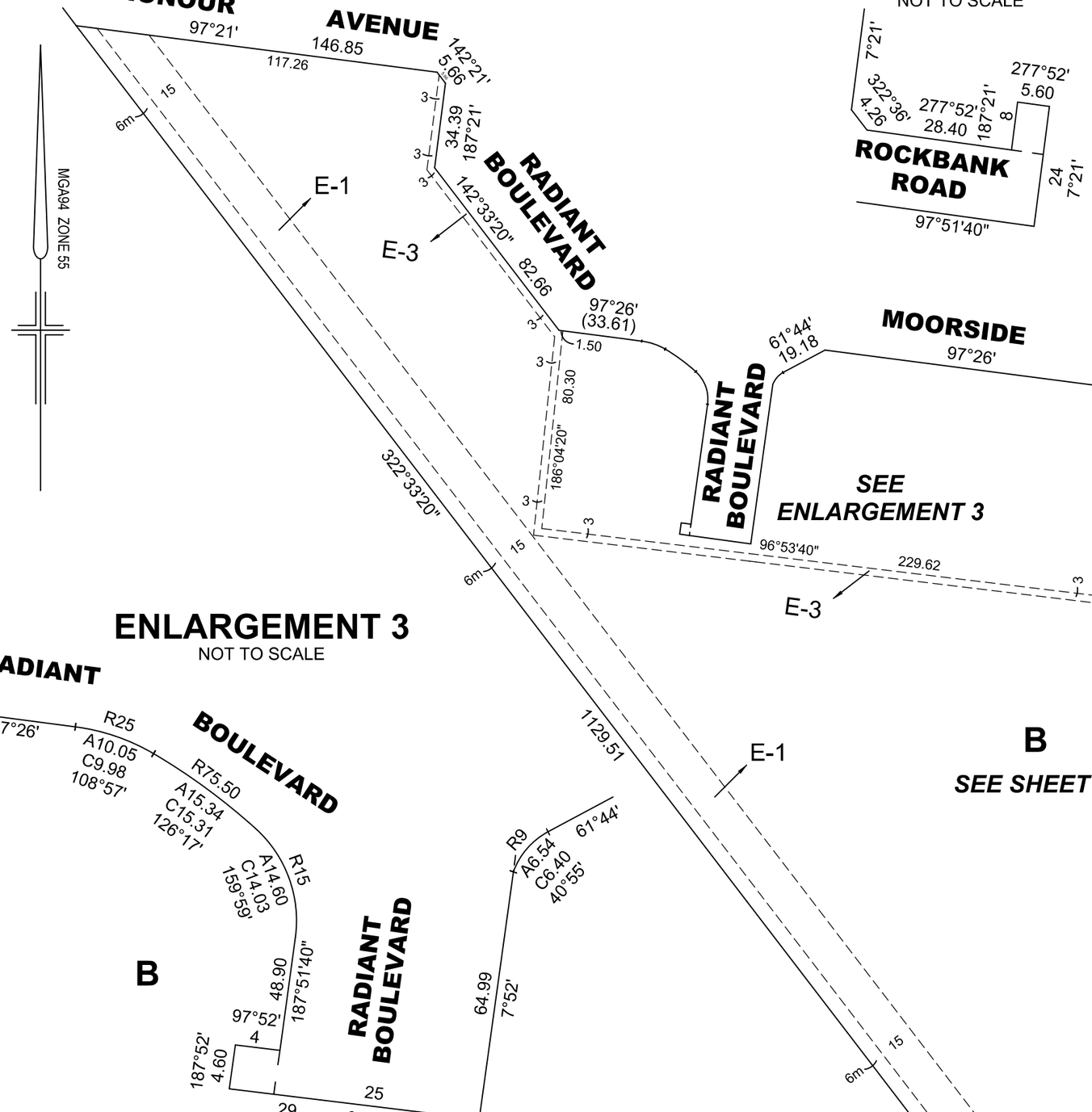
PLAN NUMBER
PS 809749E

ENLARGEMENT 1
NOT TO SCALE

ENLARGEMENT 2
NOT TO SCALE



ENLARGEMENT 3
NOT TO SCALE



SEE SHEET 9

REF:	VERSION:	DATE:
22344/2	**J**	22/02/21
		22344-2-PS-J.DGN

SCALE 1:2000 — 50 0 50 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 809749E

HONOUR AVENUE

HONOUR AVENUE

LONGFIN STREET

ROCKBANK ROAD

SEE SHEET 6

BOULEVARD

SEE SHEET 7

201 202 203 204 205 206 207

215 214 213 212 211 210 209 208

GREENFINCH DRIVE

SEE SHEET 8

CROSSWATER

SPINDLE STREET

216 217 218 219 220

225 224 223 222 221

226 227 228 229 230 231 232

237 238 239 236 235 234 233

14.89 2.50 97°52'

2.50 222.57 7°51'40" 2.50

3 193.65 7°51'40" 3

2.50 108.69 110.69 2.50

E-9 E-10 E-9

SEE ENLARGEMENT 4

B

SEE SHEET 3

E-3

66.33 7°51'40"

171°13'25" 60.13

142°33'20"

SEE ENLARGEMENT 5

SEE ENLARGEMENT 6

102 105.76 98.50 106.44

52°27'20" 52°27'20"

99.27 225°28'20"

R47.50 A9.68 C9.66 92°01'

97°51'40" 22.39

7°51'40" 75.58 58.67 7°51'40"

R30 168°31' C19.87 A20.25 59°11'20"

4.24 52°52' 16.89 97°52'

R50 A12.23 C12.20 90°51'

167°51' 17.62 7°51'40" 59°11'20" 32 23

144°46' 13.49 10.55 144°46'

R117.50 A36.04 C35.90 151°14'40"

R120 A36.48 C36.34 151°09'50"

142°27' 2.17 4.35 142°27'

59°11'20" 53.36

MGA2020 ZONE 55

ENLARGEMENT 4

NOT TO SCALE

ENLARGEMENT 5

NOT TO SCALE

3.50 142°33'20" 30.50 31 142°33'20" 42.04 52°27'20" 15.97 51°15'20" 29 31.50

52°27'20" 42

REF:	VERSION:	DATE: 22/02/21	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/2	**J**	22344-2-PS-J.DGN	1:2000 (50 0 50 LENGTHS ARE IN METRES)	A3	SHEET 5

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809749E

HONOUR AVENUE

HONOUR

BOULEVARD

AVENUE

CROSSWATER

GREENFINCH DRIVE

SPINDLE STREET

BREAM STREET

R-1
8178m²

E-10

E-9

97°25'
22.50
97°21'
137.60
97°25'
167.05
7°21'
25
52°23'
4.24
28
97°25'
22.49
50.49
137.60
97°21'
7°21'
26
30.03
97°25'
122°21'
2.73
4.01
142°38'
25
(57)
97°25' 53.47
97°21' 137.60
97°25'
35.12
7°51'40"
(58.25)
97°51'40"
32
(110.89)
7°51'40"
48.83
7°51'40"
97°25'
3.59
2.50
97°52'
81
7°51'40"
26.40
97°51'40"
7°52'
6.04
5.60
97°52'
8
7°52'
25
97°51'40"
23.40
7°52'
97°51'40"
(32)
7°51'40"
16.31
97°51'40"
44
3.31
7°52'
97°51'40"
(32)

201 202 203 204 205 206 207

215 214 213 212 211 210 209 208

216 217 218 219 220

225 224 223 222 221

226 227 228 229 230 231 232

237 238 239 236 235 234 233

SEE SHEET 7

SEE SHEET 8

SEE SHEET 8

SEE SHEET 3

B
SEE SHEET 3

B
SEE SHEET 3

MGA94 ZONE 55

REF: 22344/2	VERSION: J	DATE: 22/02/21 22344-2-PS-J.DGN
SCALE 1:1000	10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3
SHEET 6		

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809749E

97°21' 97°25' 167.05

HONOUR AVENUE

R-1
8178m²

97°21' 97°25' 30.03 5.34 97°25' 4 97°25' 102.67

2.73 122°21' 4.01 142°38' 5.53 3.81 52°38' 3.14 32°36'

201	202	203	204	205	206	207
528m²	512m²	448m²	448m²	512m²	512m²	448m²
12.67	16	14	14	16	16	14

(26.47) 7°25' (32) 25 57 7°25' (32) 7°25'

E-10 E-9 E-9 E-9

97°21' 97°25' 35.12 2.50 97°25' 2.50 97°25' 3.59

16.92 16 14 14 16 16 14

55.44

2 15 14 2 12.50 14 2 16 14 2 12.50 12.50 2

7°51'40" E-8 E-8 E-8

215	214	213	212	211	210	209	208
476m²	450m²	403m²	453m²	519m²	456m²	408m²	410m²
(28.97)	(32.08)	(32.19)	(32.29)	(32.40)	(32.52)	(32.63)	(32.73)

7°51'40" (32.83) 48.23

142°52' 4.24

3 12 14 12.50 14 16 14 12.50 12.50

97°51'40" 107.50

3 3 7°51'40" 16 16

3 3 97°51'40" 54 3 97°51'40" 3 3 16 3 97°51'40" 31.50 2.50

225 226 237 238 239

B
SEE SHEET 3

B
SEE SHEET 3

MGA94 ZONE 55

97°51'40"

216

R-1
4299m²

CROSSWATER BOULEVARD

GREENFINCH DRIVE

R-1
1777m²

SPINDLE STREET

SEE SHEET 8

REF:	VERSION:	DATE: 22/02/21
22344/2	J	22344-2-PS-J.DGN

SCALE 1:500 — 10 0 10 20 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809749E

SEE SHEET 7

215 | 214 | 213 | 212 | 211 | 210

97°51'40" 107.50

GREENFINCH R-1 1777m² **DRIVE**

BOULEVARD

CROSSWATER

STREET

SPINDLE

BREAM STREET R-1 768m²

R-1 4299m²

R-1 1358m²

R-1 1777m²

216 604m² | **217** 512m² | **218** 512m² | **219** 448m² | **220** 448m²

225 476m² | **224** 448m² | **223** 400m² | **222** 400m² | **221** 448m²

226 415m² | **227** 415m² | **228** 350m² | **229** 238m² | **230** 238m² | **231** 350m² | **232** 350m²

237 415m² | **238** 238m² | **239** 238m² | **236** 448m² | **235** 400m² | **234** 400m² | **233** 448m²

E-8 E-9 E-10

RESERVE No.1 45m²

MGA94 ZONE 55

B *SEE SHEET 3*

REF:	VERSION:	DATE:
22344/2	**J**	22/02/21 22344-2-PS-J.DGN

SCALE 1:500 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 8

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS 809750V

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ----

SECTION: ----

CROWN ALLOTMENT: ----

CROWN PORTION: 46 (PART), 47 (PART), 59 (PART) & 60 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT B ON PS809749E

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 420 ZONE: 55
(of approximate centre of land in plan) N 5 783 360 GDA 94

COUNCIL NAME : CASEY CITY COUNCIL

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CASEY CITY COUNCIL

HONOUR VILLAGE - RELEASE 3

NUMBER OF LOTS IN THIS PLAN: 40 LOTS PLUS 2 BALANCE LOTS
TOTAL AREA OF LAND IN THIS PLAN: 120.48ha (INCLUDING BALANCE LOTS: 115.53ha)

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

ANY EASEMENTS SHOWN ON PREVIOUS PLANS AS IT AFFECTS ROADS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004.

OTHER PURPOSES OF THIS PLAN:
CREATION OF RESTRICTIONS:

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND

BURDENED LAND: LOTS 301 - 340 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 301 - 340 (BOTH INCLUSIVE)

RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE **MCP** _ _ _ _ _ _

EXPIRY DATE: 30th JUNE 2030.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
SEE SHEET 2 FOR EASEMENT DETAILS				

THIS IS A SPEAR PLAN

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PLNA 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344/3** VERSION: **L** DATE: 19/02/21 22344-3-PS-L.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 809750V

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	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	SEE DIAG.	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
E-3	SEWERAGE	SEE DIAG.	PS809748G	SOUTH EAST WATER CORPORATION
E-8, E-10	DRAINAGE	SEE DIAG.	PS809749E	CITY OF CASEY
E-9, E-10	SEWERAGE	SEE DIAG.	PS809749E	SOUTH EAST WATER CORPORATION
E-11, E-13	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-12, E-13	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION

REF: **22344/3** VERSION: **L** DATE: 19/02/21 22344-3-PS-L.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

PLAN NUMBER

PS 809750V

HONOUR AVENUE

97°21' 146.85

FOR ENLARGEMENT & EASEMENTS SEE SHEET 4

H

SEE SHEET 6

SEE SHEET 5

97°25' 317.53

97°43' 131.63

97°26' 226.04

8.36 188°06'

C

277°36' 7.07

232°36' 55.10

322°36' 23.92

SOLDIERS ROAD 142°36'

188°06'

R55 A&C6.95 236°13'

R150 C57.13 A57.48 311°37'

POUND ROAD

15 6m

E-1

1129.51 322°33'20"

C

115.53ha

FOR ENLARGEMENT & EASEMENTS SEE SHEET 4

SOLDIERS ROAD 142°36'

827.04

SEE ENLARGEMENT NOT TO SCALE

E-1

15 6m

8.50

21.26

21.26

277°40'40" 1118.45

188°06' 223.72

THOMPSONS ROAD

8°06'

52.54 97°45'50"

9.35 142°35'

139.12 97°51'45"

23.97 90°06'

118.42 97°45'50"

142°36'

277°51'45" 519.10

21.94 142°36'

SEE ENLARGEMENT NOT TO SCALE

MGA94 ZONE 55

REF:	VERSION:	DATE: 19/02/21
22344/3	**L**	22344-3-PS-L.DGN

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SCALE 1:6000

60 0 60 120 180 240 300

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809750V

HONOUR AVENUE
97°21'
146.85
117.26
142°21'
5.66
34.39
187°21'
15
6m
3
E-1
E-3
RADIANT BOULEVARD
142°33'20"
82.66
97°26'
(33.61)
1.50
80.30
186°04'20"
POUND
322°33'20"
61°44'
19.18
MOORSIDE
97°26'
CRESCENT
192.80
R34
A26.78
C26.09
120°00'
RADIANT BOULEVARD
SEE ENLARGEMENT 1
96°53'40"
229.62
142°33'20"
129.07
1129.51
147.93
66.33
7°51'40"
171°13'25"
60.13
LONGFIN STREET
HONOUR AVENUE
E-10
H
SEE SHEET 6
ROCKBANK ROAD
E-9
SEE SHEET 5
BREAM STREET
BREAM STREET
R80
A63.26
C61.62
165°12'30"
CRESCENT
7°51'40"
44.14
CROSSWATER BOULEVARD
SEE SHEET 5
2.50
E-9
E-12
90.32
7°51'40"
86.07
7°51'40"
2.50
2.50
FOR EASEMENT ENLARGEMENT CONTINUATION SEE SHEET 6
C
SEE SHEET 3

MGA94 ZONE 55

ENLARGEMENT 1

NOT TO SCALE

RADIANT BOULEVARD
97°26'
R25
A10.05
C9.98
108°57'
R75.50
A15.34
C15.31
126°17'
R15
A14.60
C14.03
159°59'
C
48.90
187°51'40"
277°52'
4
187°52'
4.60
29
25
97°52'
RADIANT BOULEVARD
64.99
7°52'
R9
A6.54
C6.40
40°55'
61°44'
ROAD
15
6m
E-1

REF:	VERSION:	DATE:
22344/3	L	19/02/21
		22344-3-PS-L.DGN

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SCALE 1:2000
50 0 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 809750V

E-12

H

SEE SHEET 6

97°51'40"

117.50

7°52' 4

97°51'40" (48)

(110.89)

187°51'40"

7°51'40" 32

14.26

39.76

277°51'40"

301 302 303 304 305 306 307 308

SEE SHEET 8

ROAD

309

310

SEE SHEET 11

MOORSIDE

BREAM

STREET

BREAM STREET

7°51'40" 39.34

R93 A&C0.58 322°23'

52°34' 13

333 332 331 330 334

329

311

97°51'40" 26.40

187°52' 6.04

7°52' 8

5.60

97°51'40"

97°51'40"

SEE SHEET 8

335

312

328

313

336 327

314

337 326

128.50

315

338 325

SEE SHEET 9

316

7°51'40"

339 324

317

R80 A63.26 C61.62 345°12'40"

CRESCENT

SEE SHEET 9

ROCKBANK

7°51'40" 44.14

318

340 323

319

322

97°51'40" (45)

321

320

32 97°51'40"

7°52' 3

7°52' 3.50

97°51'40" 48

2.50

2.50

C

SEE SHEET 3

E-12

90.32

7°51'40"

2.50

FOR EASEMENT CONTINUATION SEE SHEET 7

86.07

7°51'40"

2.50

MGA94 ZONE 55

REF:	VERSION:	DATE: 19/02/21	SCALE	ORIGINAL SHEET SIZE	
22344/3	**L**	22344-3-PS-L.DGN	1:1000 (10 0 10 20 30 40 50 LENGTHS ARE IN METRES)	A3	SHEET 5

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 809750V

HONOUR AVENUE

LONGFIN STREET

BOULEVARD

ROCKBANK ROAD

GREENFINCH DRIVE

BREAM STREET

CROSSWATER

SPINDLE STREET

H

2.366ha

E-10 E-12 E-9

302 303 304 305 306 307 308 309 310 311 312 301

SEE SHEET 5

C

SEE SHEET 3

MGA94 ZONE 55

REF:	VERSION:	DATE: 19/02/21
22344/3	**L**	22344-3-PS-L.DGN

SCALE 1:1000 — 10 0 10 20 30 40 50 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 6

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LICENSED SURVEYOR

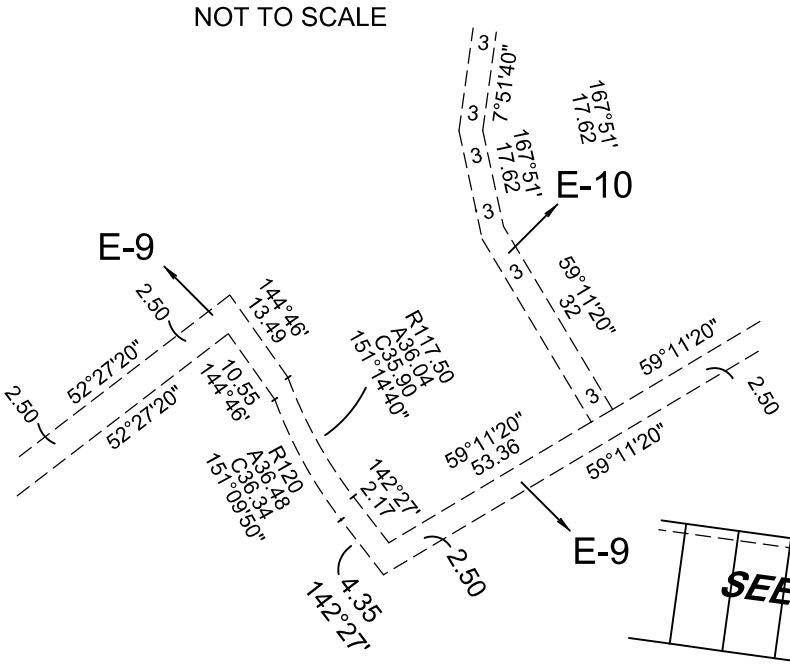
THOMAS ANDREW MILLAR

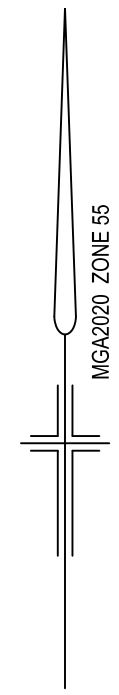
PLAN NUMBER

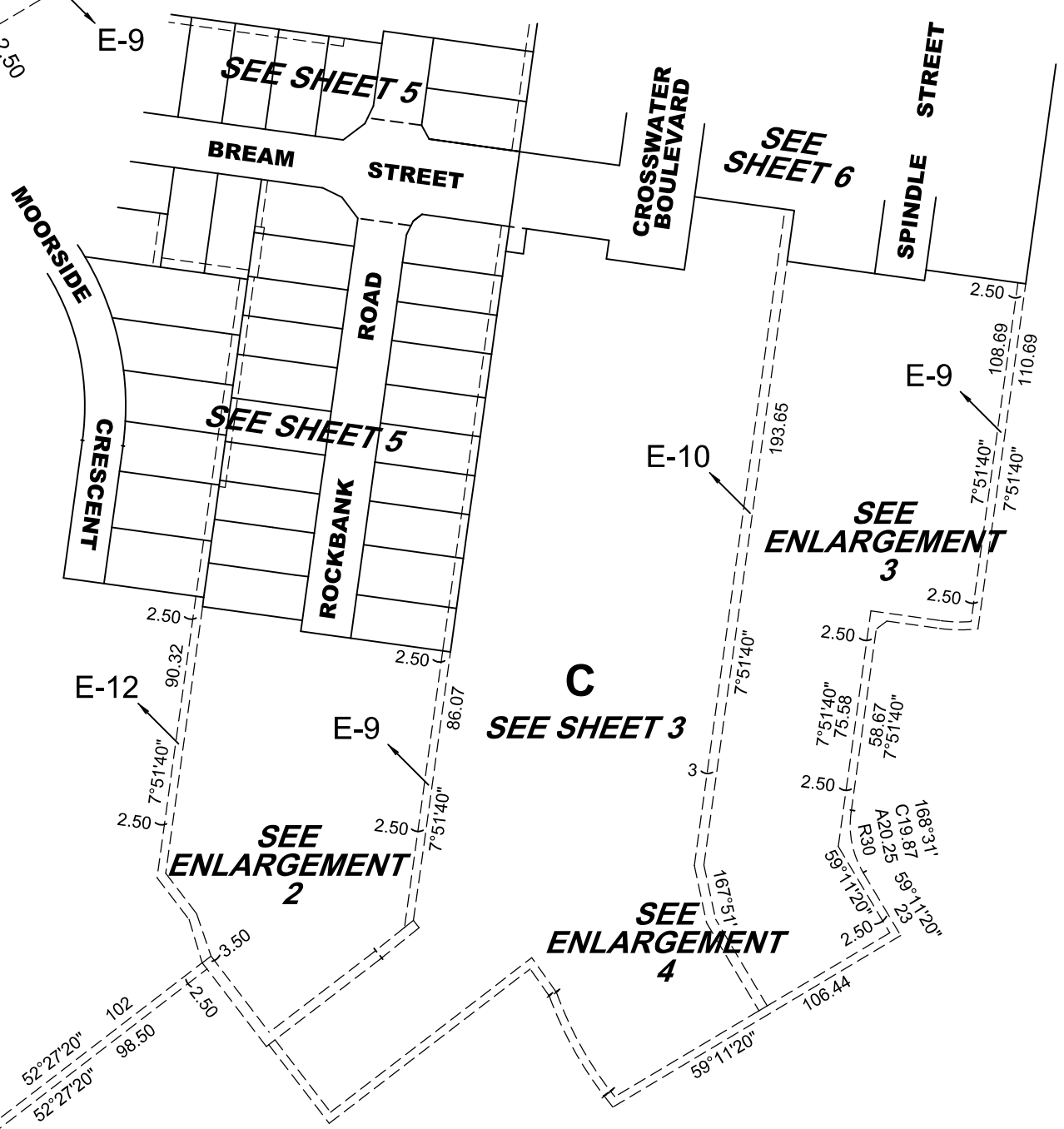
PS 809750V

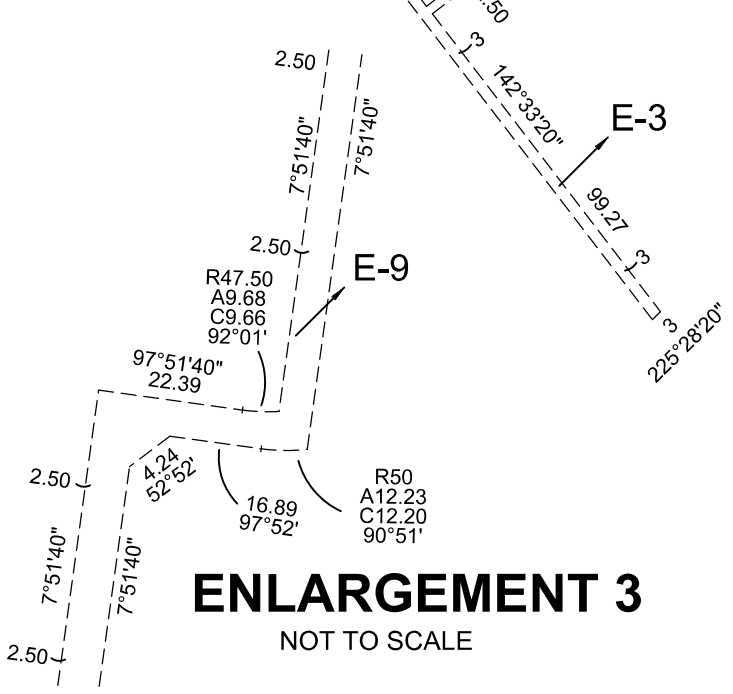
ENLARGEMENT 4

NOT TO SCALE



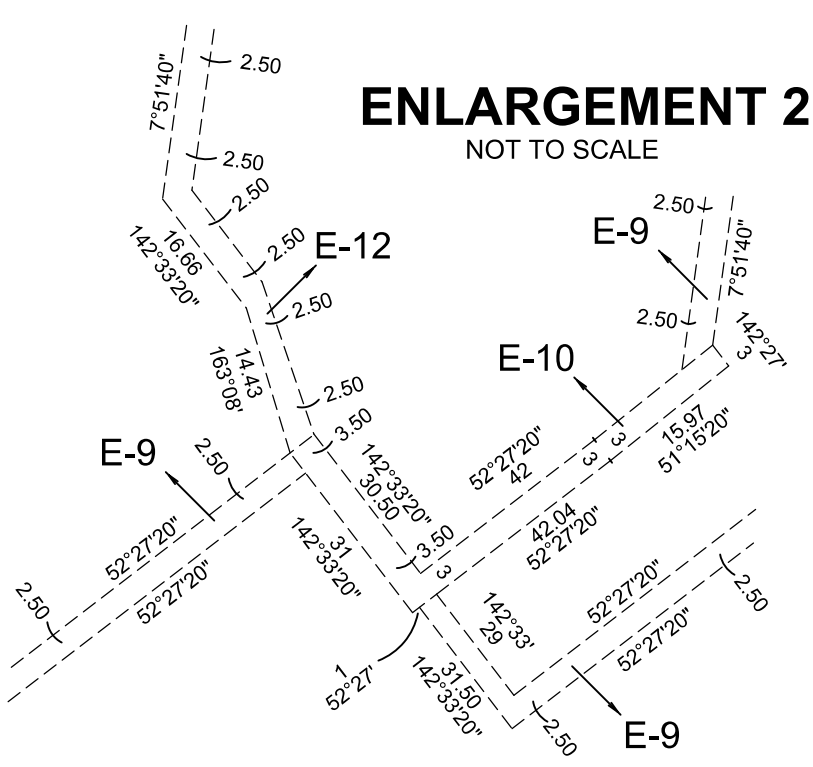






ENLARGEMENT 3

NOT TO SCALE



ENLARGEMENT 2

NOT TO SCALE

REF: **22344/3**	VERSION: **L**	DATE: 19/02/21 22344-3-PS-L.DGN	SCALE 1:2000	50 0 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 7

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809750V

H
SEE SHEET 4

BREAM STREET

BREAM STREET

BREAM STREET

MOORSIDE CRESCENT

MOORSIDE CRESCENT

ROCKBANK ROAD

301 512m²
302 448m²
303 448m²
304 400m²
305 448m²
306 448m²
307 512m²
308 508m²
309 512m²
310 506m²
311 502m²
312 400m²
313 400m²
314
327
328 400m²
329 448m²
330 507m²
331 448m²
332 448m²
333 475m²
334 509m²
335 830m²
336

R-1 451m²
R-1 2841m²
R-1 1463m²
R-1 2122m²

E-9
E-11
E-12
E-13

MGA94 ZONE 55

C
SEE SHEET 3

C
SEE SHEET 3

SEE SHEET 9

REF:	VERSION:	DATE:
22344/3	**L**	19/02/21
		22344-3-PS-L.DGN

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

ORIGINAL SHEET SIZE A3

SHEET 8

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 809750V

SEE SHEET 8

MOORSIDE CRESCENT

ROCKBANK ROAD

R93 A73.53 C71.63 5°12'40"
R80 A63.26 C61.62 345°12'40"
167°44' C17.04 A17.06
178°00' C16.24 A16.26
A7.87 C7.86 5°26'
8.14

R-1 1463m²
R-1 2122m²

335 97°51'40" (40.97)
336 604m² 97°51'40" (35.11)
337 536m² 97°51'40" (32.33)
338 513m² 97°51'40" (32)
339 576m² 97°51'40" (32)
340 576m² 13 (32) 97°51'40" (45)

328 97°51'40" (32)
327 400m² 97°51'40" (32)
326 448m² 97°51'40" (32)
325 448m² 97°51'40" (32)
324 400m² 97°51'40" (32)
323 400m² 97°51'40" (32)
322 448m² 97°51'40" (32)
321 448m² 97°51'40" (32)

313 97°51'40" (32)
314 448m² 97°51'40" (32)
315 400m² 97°51'40" (32)
316 400m² 97°51'40" (32)
317 400m² 97°51'40" (32)
318 448m² 97°51'40" (32)
319 512m² 97°51'40" (32)
320 448m² 97°51'40" (32)

E-11 E-12 E-9

7°51'40" 97°52' 2 3 16 18 14 12.50 2.50 3.50 129.40 132.50 128.50 44.14 (12.50) 16

SEE SHEET 3

C
SEE SHEET 3

MGA94 ZONE 55

REF:	VERSION:	DATE: 19/02/21
22344/3	**L**	22344-3-PS-L.DGN

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SCALE 1:500 — 10 0 10 20 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 9

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS 812433Q

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 59 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT F PS809750V

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH 3978

MGA CO-ORDINATES: E 355 870 ZONE: 55
(of approximate centre of land in plan) N 5 783 200 GDA 94

COUNCIL NAME : CASEY CITY COUNCIL

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CITY OF CASEY

HONOUR VILLAGE - RELEASE 5

NUMBER OF LOTS IN THIS PLAN: 49 + 1 BALANCE LOT

TOTAL AREA OF LAND IN THIS PLAN: 55.48ha (INCLUDING BALANCE LOT 52.27ha)

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

ANY EASEMENTS SHOWN ON PREVIOUS PLANS AS IT AFFECTS ROADS R-1 ON THIS PLAN ARE REMOVED VIDE SCHEDULE 5, CLAUSE 14 OF THE ROAD MANAGEMENT ACT 2004.

OTHER PURPOSES OF THIS PLAN:
CREATION OF RESTRICTIONS:

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND

BURDENED LAND: LOTS 501 - 549 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 501 - 549 (BOTH INCLUSIVE)

RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE **MCP _ _ _ _ _ _**

EXPIRY DATE: 30th JUNE 2030.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
SEE SHEET 2 FOR EASEMENT DETAILS				

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PLNA 00048/16

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

REF: **22344/5** VERSION: **G** DATE: 02/07/21 22344-5-PS-G.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS 812433Q

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-2	CARRIAGEWAY	SEE DIAG.	PS807038B	LOT F ON PS807038B
E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
E-4, E-5	CARRIAGEWAY	SEE DIAG.	PS807036F	LOT E ON PS807036F
E-10	DRAINAGE	SEE DIAG.	PS809749E	CITY OF CASEY
E-9, E-10	SEWERAGE	SEE DIAG.	PS809749E	SOUTH EAST WATER CORPORATION
E-11	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY
E-12	SEWERAGE	SEE DIAG.	PS809750V	SOUTH EAST WATER CORPORATION

REF: **22344/5** VERSION: **G** DATE: 02/07/21 22344-5-PS-G.DGN

ORIGINAL SHEET SIZE A3

SHEET 2

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 812433Q

MGA94 ZONE 55

HONOUR AVENUE

97°25'
317.53

97°43'
131.63

97°26'
205.16

SEE SHEET 4

BREAM STREET

CROSSWATER BOULEVARD

SPINDLE STREET

MOORSIDE CRESCENT

ROCKBANK ROAD

ROAD

(659.78)
188°06'

G

52.27ha

SEE SHEET 5

(141.36)
322°33'20"

91.22
277°34'

R50
A39.26
C38.26
300°03'45"

N.I.S.

SEE SHEET 6

87.73
190°00'10"

BELLS

THOMPSONS

301.49
277°40'40"

ROAD

REF:	VERSION:	DATE: 02/07/21
22344/5	**G**	22344-5-PS-G.DGN

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SCALE 1:4000

50 0 50 100 150
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

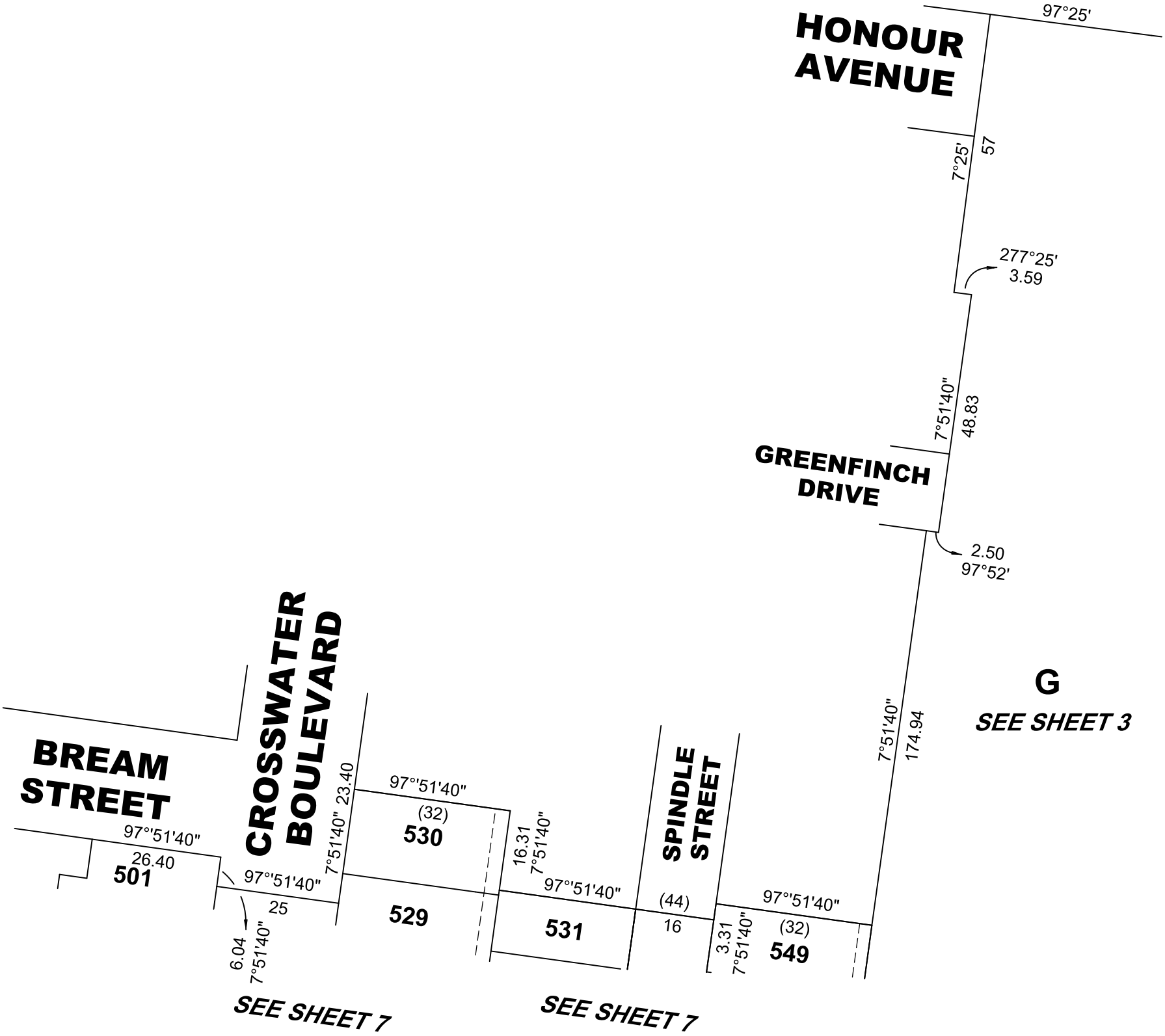
LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 812433Q

MGA94 ZONE 55



REF:	VERSION:	DATE: 02/07/21	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/5	**G**	22344-5-PS-G.DGN	1:1000 (10 0 10 20 30 40 50) LENGTHS ARE IN METRES	A3	4

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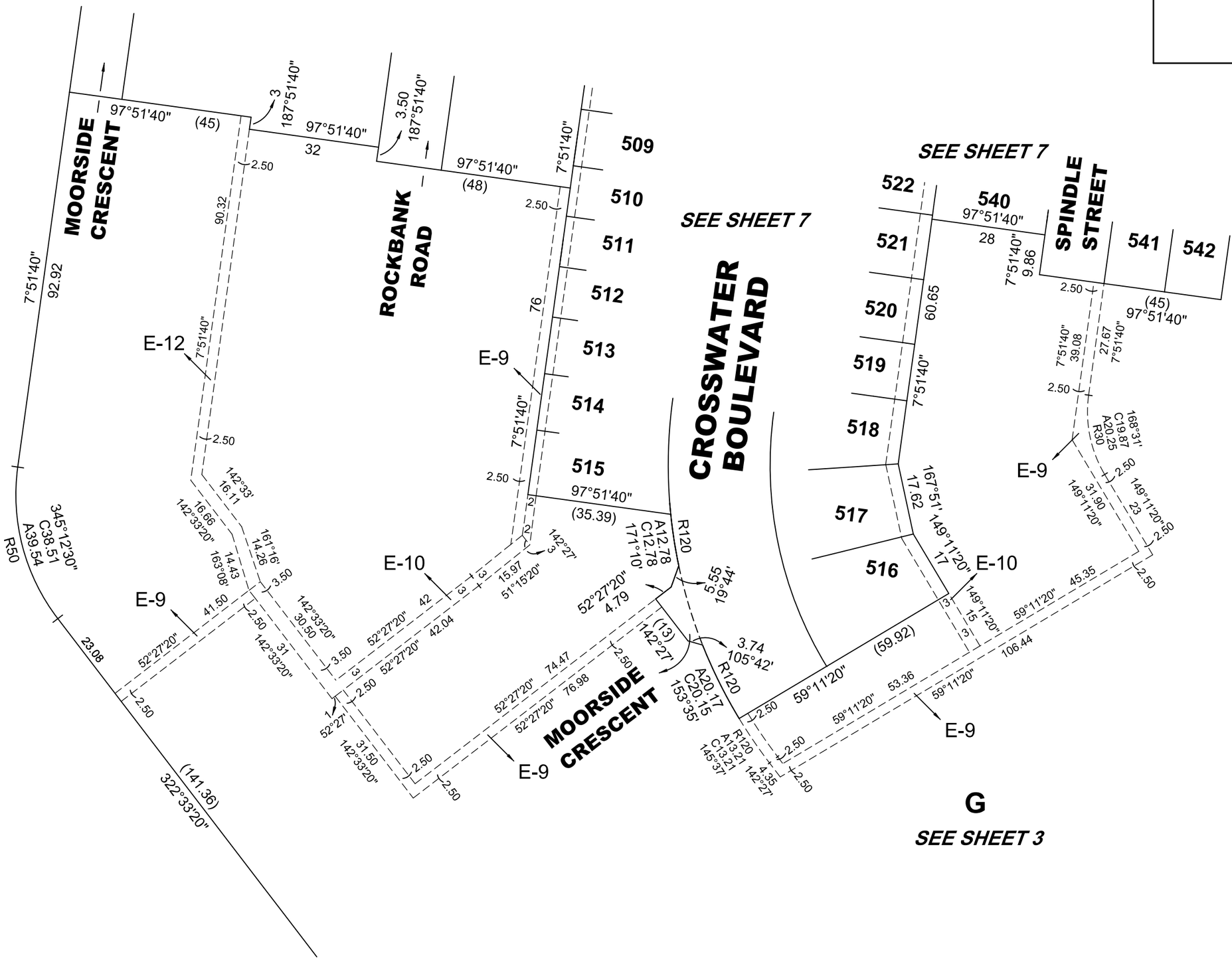
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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 812433Q



REF:	VERSION:	DATE:
22344/5	**G**	02/07/21
		22344-5-PS-G.DGN

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SCALE 1:1000

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

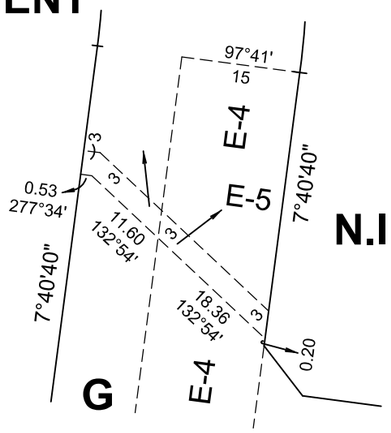
SHEET 5

LICENSED SURVEYOR

THOMAS ANDREW MILLAR

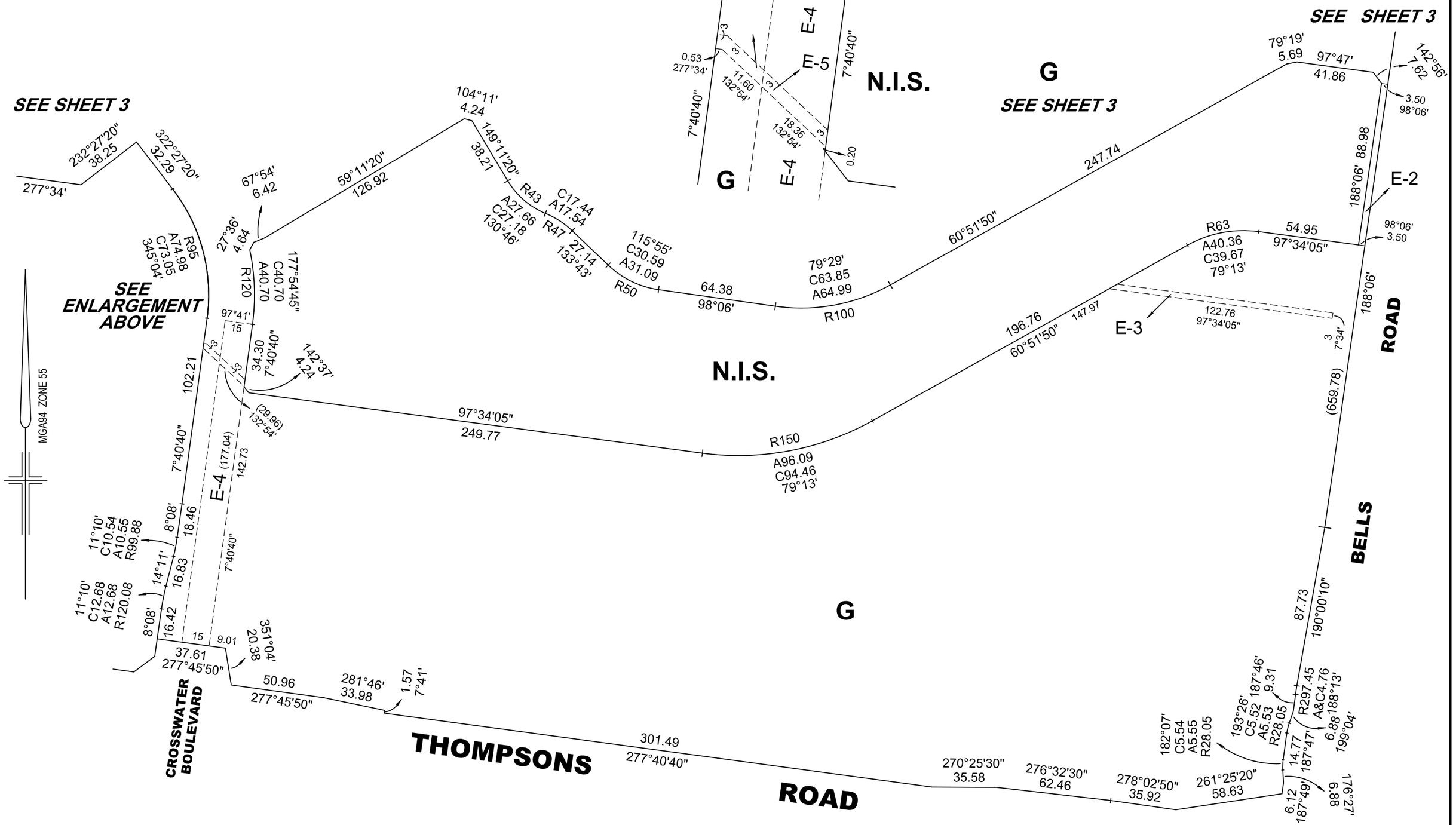
ENLARGEMENT

NOT TO SCALE



PLAN NUMBER

PS 812433Q



REF:	VERSION:	DATE: 02/07/21	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/5	G	22344-5-PS-G.DGN	1:2000 (50 0 50 LENGTHS ARE IN METRES)	A3	6

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER

PS 812433Q

MGA94 ZONE 55

BREAM STREET

CROSSWATER BOULEVARD

SPINDLE STREET

HELIO STREET

LACEFLOWER CRESCENT

ROCKBANK ROAD

97°52' 8
97°51'40" 26.40
97°52' 5.60
6.04 7°51'40"
97°51'40" 25
7°51'40" 23.40
97°51'40" 32
16.31 187°51'40"
97°51'40"
7°51'40" 3.31
(44)
97°51'40" 32
174.94
SEE SHEET 4

501 502 503 504 505 506 507 508 509 510 511 512 513 514 515

SEE SHEET 8

530 529 528 527 526 525 524 523 522 521 520 519 518 517 516

531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549

SEE SHEET 8

7°51'40" 128.50

SEE SHEET 9

SEE SHEET 9

SEE SHEET 10

97°51'40" (48)

G
SEE SHEET 3

187°51'40" 76

(35.39) 97°51'40"

SEE SHEET 5

7°51'40" 60.65

28 97°51'40"

7°51'40" 9.86

(45) 97°51'40"

34.84 7°51'40"

R50 A&C7.71 82°57'

351°47' 19.04

167°51' 17.62

149°11'20" 17

(59.92)

59°11'20"

SEE SHEET 5

SEE SHEET 5

G
SEE SHEET 3

SEE SHEET 5

REF:	VERSION:	DATE:	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/5	G	02/07/21 22344-5-PS-G.DGN	1:1000 10 0 10 20 30 40 50 LENGTHS ARE IN METRES	A3	7

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 812433Q

MGA94 ZONE 55

BREAM STREET

CROSSWATER BOULEVARD

BOULEVARD

SPINDLE STREET

CROSSWATER BOULEVARD

SPINDLE STREET

HELIO STREET

LACEFLOWER CRESCENT

R-1 6290m²

R-1 2286m²

R-1 978m²

R-1

501 467m² | 502 448m² | 503 400m² | 504 400m² | 505 448m² | 506 576m² | 507

530 554m² | 529 512m² | 528 448m² | 527 400m² | 526 400m² | 525 475m² | 524

531 350m² | 532 238m² | 533 238m² | 534 350m² | 535 392m² | 536 415m² | 537

549 448m² | 548 400m² | 547 400m² | 546 448m² | 545 400m² | 544 448m² | 543 520m²

E-9 | E-10 | E-11

SEE SHEET 9

SEE SHEET 9

SEE SHEET 3

REF:	VERSION:	DATE:
22344/5	G	02/07/21
		22344-5-PS-G.DGN

SCALE 1:500 — 10 0 10 20 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 8

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 812433Q

MGA94 ZONE 55

SEE SHEET 8

SEE SHEET 8

SEE SHEET 8

HELIO STREET R-1 978m²

BOULEVARD R-1 6290m²

CROSSWATER

SPINDLE STREET R-1 2286m²

LACEFLOWER CRESCENT R-1 561m²

506

507 512m²

508 448m² E-11

509 448m²

510 400m²

511 400m² E-11

512 400m² E-9

513

524 475m²

523 448m² E-10

522 512m²

521 512m²

520 512m² E-10

519

537 415m²

538 392m²

539 238m²

540 238m²

543

541 505m²

542 479m²

G

SEE SHEET 3

G

SEE SHEET 3

SEE SHEET 10

FOR EASEMENT DETAILS SEE SHEET 5

REF:	VERSION:	DATE:
22344/5	G	02/07/21
		22344-5-PS-G.DGN

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SCALE 1:500 — 10 0 10 20 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 9

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS 812433Q

SEE SHEET 9

SEE SHEET 5

SEE SHEET 3

SEE SHEET 3

SEE SHEET 5

512
97°51'40" (32)
513 448m²
97°51'40" (32)
514 451m²
97°51'40" (32.63)
515 541m²
97°51'40" (35.39)

520
97°51'40" (32)
519 448m²
97°51'40" (32)
518 600m²
86°15'20" (31.49)
517 665m²
76°09'20" (32.81)
516 748m²
(34.92) 59°11'20"
(59.92)

R-1 6290m²

CROSSWATER BOULEVARD

MOORSIDE CRESCENT
R-1 81m²

MGA94 ZONE 55

E-9, E-10, E-11

REF: 22344/5	VERSION: G	DATE: 02/07/21
		22344-5-PS-G.DGN

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

ORIGINAL SHEET SIZE A3

SHEET 10

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS815492G

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 59(PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: PS 812433Q LOT J

POSTAL ADDRESS: 1275 POUND ROAD,
(at time of subdivision) CLYDE NORTH 3978

MGA CO-ORDINATES: E 355 870 ZONE: 55
(of approximate centre of land in plan) N 5 783 200 GDA 94

COUNCIL NAME : CITY OF CASEY

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CITY OF CASEY

HONOUR VILLAGE - RELEASE 6

NUMBER OF LOTS IN THIS PLAN : 31 PLUS 3 BALANCE LOTS

TOTAL AREA OF LAND IN THIS PLAN : 100.11 ha (INCLUDING 98 ha IN 3 BALANCE LOTS)

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-600(BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

LAND DENOTED AS N.I.S. IS NOT IN SUBDIVISION.

OTHER PURPOSE OF THIS PLAN - REMOVAL OF EASEMENT:
EASEMENT TO BE REMOVED

THAT PART OF EASEMENT E-9 THAT ENCUMBERS ROCKBANK ROAD AND MOORSIDE CRESCENT ON THIS PLAN.

THAT PART OF EASEMENTS E-10 AND E-12 THAT ENCUMBERS ROCKBANK ROAD ON THIS PLAN.

GROUNDS FOR REMOVAL
BY AGREEMENT OF ALL INTERESTED PARTIES.

OTHER PURPOSE OF THIS PLAN - CREATION OF RETRICTIONS:
FOR RESTRICTIONS DETAIL REFER TO SHEETS 13-17.

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION. DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF

SEE SHEET 2 FOR EASEMENT DETAILS

THIS IS A SPEAR PLAN

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

SURVEY:
THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. ----------

REF: **22344/6PS** VERSION: **A** DATE: 20/09/17 22344-6-PS-M-A.DGN

ORIGINAL SHEET SIZE A3

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS815492G

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	WATER SUPPLY & RIGHTS IN CONNECTION THEREWITH SET OUT IN AA1254	SEE DIAG.	LAND ACQUISITION & COMPENSATION ACT 1989 AND SECTION 130 WATER ACT 1989 SEE NOTIFICATION AG839707D	MELBOURNE WATER CORPORATION
E-3, E-5	SEWERAGE	SEE DIAG.	PS804776D	SOUTH EAST WATER CORPORATION
E-4, E-5	CARRIAGEWAY	SEE DIAG.	PS807036F	LOT B ON PS807036F
E-6	CARRIAGEWAY	SEE DIAG.	PS807038B	LOT C ON PS807038B
E-7	CARRIAGEWAY	SEE DIAG.	PS807039Y	LOT D ON PS807039Y
E-10	DRAINAGE	SEE DIAG.	PS809749E	CITY OF CASEY
E-9, E-10	SEWERAGE	SEE DIAG.	PS809749E	SOUTH EAST WATER CORPORATION
E-11	DRAINAGE	SEE DIAG.	PS812433Q	CITY OF CASEY
E-12	SEWERAGE	SEE DIAG.	PS809750V	SOUTH EAST WATER CORPORATION

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION. DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

REF:	VERSION:	DATE:	SCALE		ORIGINAL SHEET SIZE	
22344/6PS	**A**	20/09/17 22344-6-PS-M-A.DGN	1:150	2 0 2 4 6 LENGTHS ARE IN METRES	A3	SHEET 2

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER
PS815492G

HONOUR AVENUE

FOR ENLARGEMENT SEE SHEET 4

POUND ROAD

E-1 FOR EASEMENTS SEE SHEET 5

6m, 15

322°33'20" 1129.51

SEE SHEET 10

SEE SHEET 5

HONOUR AVENUE

97°25' 170

317.53

147.53

97°43' 131.63

97°26'

63.36 78°58'20"

226.04

152.85

8.36 188°06'

L SEE SHEET 9 K

M

92.11 ha

SEE SHEET 6

N.I.S.

SEE SHEET 7

N.I.S.

E-4

E-1

6m, 15

147.93

593.57 277°40'40"

1118.45

15

317.25

E-6

20.91 176°47'

313.63 8°06'

20

15

N.I.S.

SEE SHEET 8

E-7

408.30

SOLDIERS ROAD 142°36'

827.04 357.52

SOLDIERS ROAD

SEE ENLARGEMENT 2

277°36' 7.07

232°36' 55.10

322°36' 23.92

142°36'

188°06'

R55 A+C 6.95 236°13'

R150 C 57.13 A 57.48 311°37'

M

MGA94 ZONE 55

ENLARGEMENT 1
NOT TO SCALE

HONOUR AVENUE

57 7°25'

277°25' 3.59

48.83 7°51'40"

2.50 97°52'

81

277°51'40"

7°51'40"

L

ENLARGEMENT 3
NOT TO SCALE

M

188°06'

52.54 97°45'50"

9.35 142°35'

139.12 97°51'45"

23.97 90°06'

118.42 97°45'50"

142°36'

THOMPSONS ROAD

277°51'45" 519.10

SEE ENLARGEMENT 3

188°06' 223.72

SEE ENLARGEMENT 2

21.94 142°36'

SEE ENLARGEMENT NOT TO SCALE

WARNING
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SCALE 1:6000

60 0 60 120 180 240 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

HONOUR AVENUE
97°21'
(146.85)
142°21'
5.66
7°21
38.63
34.39
187°21'
LAKER BOULEVARD
142°33'20"
82.66
142°33'20"
84.88
BOULEVARD
97°26'
(33.61)
MOORSIDE
97°26'
192.80
19.18
61°44'
R34
A26.78
C26.09
120°00'
LONGFIN STREET
142°33'20"
122.91
CRESCENT
POUND ROAD
322°33'20"
1129.51
E-1
E-3
SEE ENLARGEMENT 1
80.50
80.29
6°04'25"
6°04'25"
187°51'40"
53.50
LAKER BOULEVARD
64.99
7°51'40"
97°52'
25
96°55
25
96°53'45"
59.38
96°53'45"
62.34
96°55
96°53'35"
96°53'35"
145.18
143.97
142°33'20"
142°33'20"
147.83
145.32
7°51'40"
7°51'40"
15
6m
M
SEE SHEET 3

MGA94 ZONE 55

ENLARGEMENT 1

NOT TO SCALE

LAKER BOULEVARD
97°26'
R25
A10.05
C9.98
108°57'
R75.50
A15.34
C15.31
126°17'
R15
A14.60
C14.03
159°59'
187°51'40"
M

LAKER BOULEVARD
MOORSIDE CRESCENT
61°44'
R9
A6.54
C6.40
40°55'
7°51'40"
M

E-3
166.94
188°24'40"
MOORSIDE CRESCENT
ROCKBANK ROAD
SEE SHEET 6

WARNING
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SCALE 1:2000
50 0 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 4

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS815492G

ENLARGEMENT 1

NOT TO SCALE

MGA94 ZONE 55

SPINDLE STREET

97°51'40" (44) 9.86 187°51'40" 97°51'40"

7°51'40" 60.65 48.94 7°51'40" 27.67 7°51'40"

M

E-9

168°31' C19.87 A20.25 R30

149°11' 23 31.90 149°11'20"

17.62 347°51' E-10 329°11'20" 17

CROSSWATER BOULEVARD

59°11'20" (59.92) 59°11'20" 45.35 2.50

3 3

E-9

59°11'20" 53.36

2.50 2.50 2.50

R117.50 A12.92 C12.91 145°36'

HONOUR AVENUE

97°25' 57 7°25' 277°25' 3.59

L

7°51'40" 48.83

SEE SHEET 9

2.50 97°52'

7°51'40" 174.94

M

SEE SHEET 4

MOORSIDE CRESCENT 142°33'20"

142°33'20" 142°33'20" E-3

3 3 3 3 3 3 3 3 3 3 3

67.47 66.33 71°51'40" 71°51'40" 171°13'25" 171°13'25" 60.13 58.45

142°33'20" 105.76 142°33'20"

E-9 2.50 52.18 52°27'20"

208.67 142°33'20" 99.27

E-3

225°28'25" 54.92

3

142°33'20"

166.94 188°24'40"

MOORSIDE CRESCENT

ROCKBANK ROAD

4.32 170°33'

27.20 185°07'50"

77.96 142°58'35"

(173.43)

SEE SHEET 10

CROSSWATER BOULEVARD

119.50

52°27'20"

322°33'20" 42.78

N.I.S.

LACEFLOWER CRESCENT

SPINDLE STREET

351°47' 16.04 R50 A7.71 C7.71 82°57'

7°51'40" 34.84

29 97°51'40"

SEE ENLARGEMENT 1

3.74 105°42'

R120 A20.17 C20.15 153°35'

M

SEE SHEET 3

M

SEE SHEET 6

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REF:	VERSION:	DATE: 20/09/17	SCALE		ORIGINAL SHEET SIZE	SHEET
22344/6PS	**A**	22344-6-PS-M-A.DGN	1:2000	50 0 50 LENGTHS ARE IN METRES	A3	5

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

SEE SHEET 5

M
SEE SHEET 3

MOORSIDE CRESCENT

142°58'35"
119.50
52°27'20"
322°33'20"
42.78
(54.92)
225°28'25"
R50
A39.26
C38.26
300°03'45"
91.22
277°34'
38.25
232°27'20"
32.29
322°27'20"
R95
A74.98
C73.05
345°04'

N.I.S.

142°33'20"
69.17
R50
A39.26
C38.26
120°03'45"
97°34'
109.34

M
SEE SHEET 3

SEE ENLARGEMENT 1

N.I.S.

97°41'
15
20.04
E-4
7°40'40"
(102.21)
7°40'40"
(200.65)
7°40'40"
166.34
SEE SHEET 7

179.61
187°40'40"

11°10'
C10.54
A10.55
R99.88
8°08'
18.46
14°11'
16.83
11°10'
C12.68
A12.68
R120.08
8°08'
26.08
52°57'
14.18
97°45'50"
50.75

147.93
15

277°40'40"
1118.45

THOMPSONS ROAD

A.M.G. ZONE 55

POUND ROAD

E-1
15
6m
322°33'20"
1129.51
E-1
15
6m
8.50
21.26

ENLARGEMENT 1
NOT TO SCALE

M

97°41'
15
13.82
7°40'40"
20.04
E-4
E-5
7°40'40"
N.I.S.
N.I.S.
3
3
0.70
97°34'
11.45
133°25'
3
E-3
7°40'40"
18.48
133°25'
3
7°40'40"
E-4

WARNING
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SCALE 1:1500
20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 6

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

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PLAN NUMBER
PS815492G

MGA94 ZONE 55

M
SEE SHEET 3

104°11'
4.24
59°11'20"
128.82
149°11'20"
77.69
R47.50
A42.35
C40.96
123°38'40"
98°06'
91.03
79°29'
C63.85
A64.99
R100
60°51'50"
247.74
79°19'
5.69
97°47'
40.77
143°11'
7.08
98°06'
20
5
E-6
8°06'
75
N.I.S.
SEE SHEET 8
176°47'
4.58
28.42
97°47'
R100
A64.44
C63.33
79°19'30"
20.91
176°47'
15
201.15
60°51'50"
408.52
313.63
8°06'
8°06'
E-6
15

67°54'
6.42
27°36'
4.64
177°54'45"
C40.70
A40.90
R120
97°41'
15
7°40'40"
34.30
E-4
7°40'40"
249.77
97°34'
79°13'
C94.46
A96.09
R150
4.24
142°37'
SEE SHEET 6
N.I.S.
200.65
166.34
E-4
7°40'40"
7°40'40"
15
593.57
15
317.25

N.I.S.

M
SEE SHEET 3

THOMPSONS 277°40'40" 1118.45 **ROAD**

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50 0 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 7

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

M

SEE SHEET 3

SOLDIERS ROAD

408.30

142°36'

97°41'
4.25

10.88

E-7

61.22

61.22
142°36'

827.04

10.88

52°46'40"
113.29

97°50'55"
179.55

357.52

142°36'
198.85

52°46'40"

MGA94 ZONE 55

97°47'
40.77

143°11'
7.08

5

98°06'
20

8°06'
85.60

N.I.S.

8°06'
75

N.I.S.

E-6

8°06'

SEE SHEET 7

28.42
97°47'

176°47'
4.58

20.91
176°47'

15

8°06'
313.63

15

25.71
174°36'

8°06'
3

137.27
97°51'45"

75°19'
C26.07
A26.75
R34

M

SEE SHEET 3

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SCALE 1:1500

20 0 20 40 60
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 8

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

HONOUR AVENUE

HONOUR AVENUE

97°25' 317.53 | 97°43' | 97°26'

170 | 147.53 | 131.63 | 73.19

57 | 7°25' | 277°25' 3.59 | 7°51'40" 48.83 | 7°51'40" 44 | 2.50 97°52' | 7°51'40" 48 | 9m | 97°51'40" 64 | 7°51'40" 11 | 7°51'40" 48 | 97°51'40" | 38 | 7°51'40" 64.45 | 59°11'20" 75.21 | 149°11'20" 32 | 59°11'20" 4.06 | 149°11'20" 57 | 59°11'20" 56.50 | 149°11'20" 32 | 59°11' 29 | 104°11' 4.24 | 59°11' 16 | 149°11' 18.66 | 168°31' 5.66 | 7°51'40" 113.54 | 97°51'40" 109.18 | 4.24 52°52' | 5.66 142°35' | 7°51'40" 82.02 | 5.66 142°35' | R670.05 A79.48 C79.43 94°06'20" | 59.44 97°43' | 63.36 78°58'20"

L
2.445 ha

1.41 97°51'40" | 7°51'40" 50.11 | 97°51'40" 2.30 | 8 7°52' | 5.20 97°52' | 102.45 | 7°51'40" 64.45

K
3.358 ha

R110 A&C1.28 7°31'

M

SEE SHEET 3

MGA94 ZONE 55

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SCALE 1:1500 — 20 0 20 40 60 — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

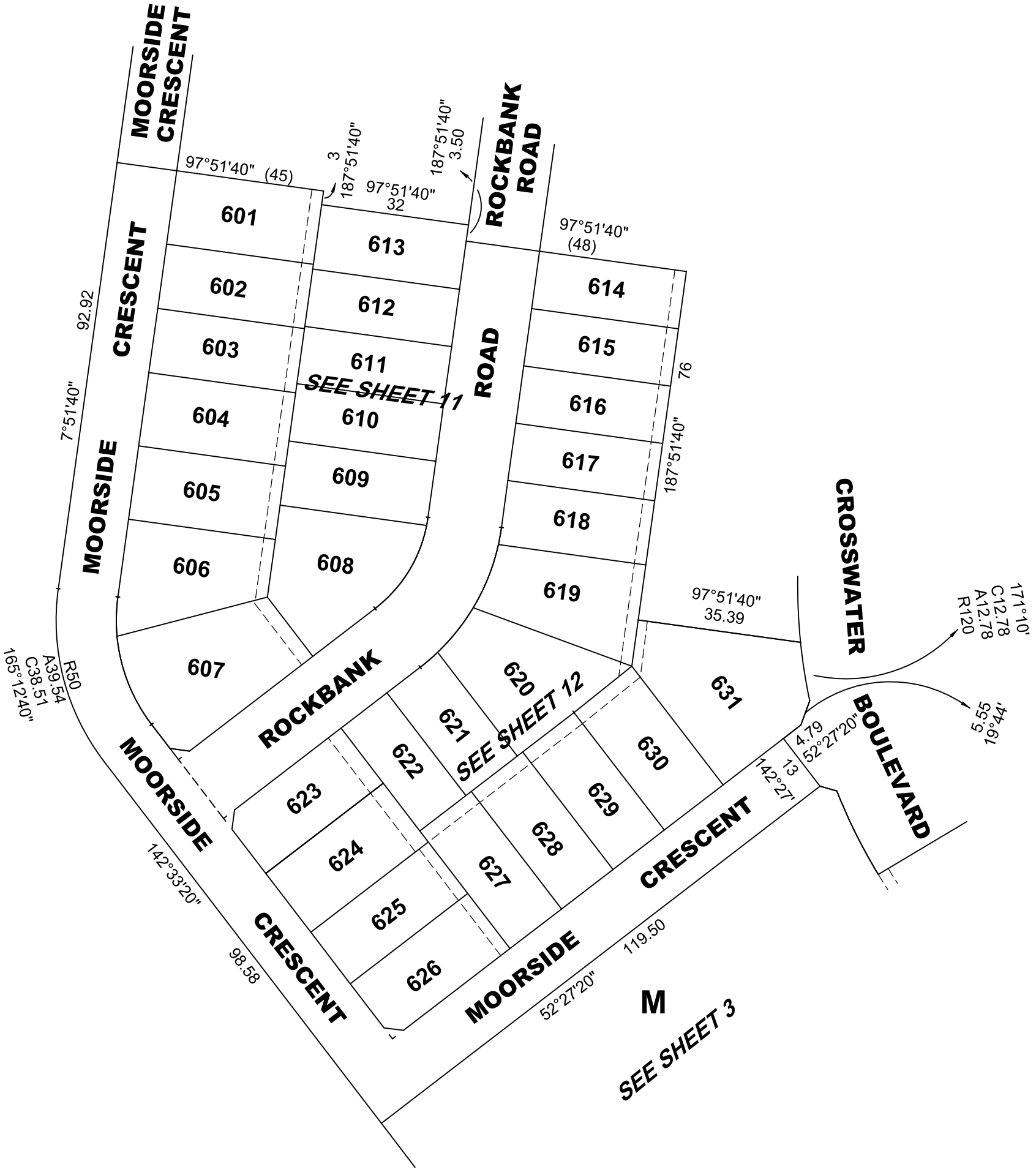
SHEET 9

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS815492G

MGA94 ZONE 55



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REF:	VERSION:	DATE: 20/09/17	SCALE	ORIGINAL SHEET SIZE	SHEET
22344/6PS	**A**	22344-6-PS-M-A.DGN	1:1000 (10 0 10 20 30 40 50) LENGTHS ARE IN METRES	A3	10

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

MGA94 ZONE 55

MOORSIDE CRESCENT

MOORSIDE CRESCENT

ROCKBANK ROAD

ROCKBANK ROAD

R-1
4325m²

R-1
2303m²

601 512m²
602 448m²
603 448m²
604 512m²
605 512m²
606 611m²
607
608 707m²
609 448m²
610 400m²
611 400m²
612 400m²
613 448m²
614 400m²
615 400m²
616 400m²
617 400m²
618 448m²
619 617m²
620
631

E-12
E-9
E-11

97°51'40" (32)
97°51'40" (45)
97°51'40" (48)
7°51'40"
187°51'40"
75°26'20" (33.56)
142°33'
52°27'20"
110°11'40" (36.52)
97°51'40" (32.15)
31°49' C21.14 A21.61 R30
30°09'40" C34.91 A35.80 R46
A23.35 C22.76 30°10'
A14.76 C14.70 21°43'
A12.35 C12.32 38°36'
A3.75 C3.75 190°12'
9°32' C1.74 A1.74
R37 A8.53 C8.51 1°15'

SEE SHEET 12
SEE SHEET 12
SEE SHEET 12

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

ORIGINAL SHEET SIZE A3

SHEET 11

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER
PS815492G

SEE SHEET 11

SEE SHEET 11

606 608 607 825m² 619 620 657m² 621 392m² 622 351m² 623 475m² 624 512m² 625 448m² 626 476m² 627 449m² 628 448m² 629 448m² 630 515m² 631 862m²

ROCKBANK

MOORSIDE

CROSSWATER BOULEVARD

CRESCENT

CRESCENT

MOORSIDE

R-1 2303m²

R-1 4325m²

R-1 4325m²

E-9 E-10 E-11 E-12

MGA94 ZONE 55

M

SEE SHEET 3

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SCALE 1:500 — 10 0 10 20 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 12

LICENSED SURVEYOR
THOMAS ANDREW MILLAR

PLAN NUMBER

PS815492G

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
601	602, 613	617	616, 618
602	601, 603,611, 612, 613	618	617, 619
603	602, 604, 610, 611, 612	619	618, 620, 631
604	603, 605, 609, 610	620	619, 621, 628,629, 631
605	604, 606, 608, 609	621	620, 622, 627, 628
606	605, 607, 608	622	621, 623, 624, 627
607	606, 608	623	622, 624
608	605, 606, 607, 609	624	622, 623, 625, 627
609	604, 605, 608, 610	625	624, 626, 627
610	603, 604, 609, 611	626	625, 627
611	602, 603, 610, 612	627	621, 622, 624, 625, 626, 628
612	602, 611, 613	628	620, 621, 627, 629
613	601, 602, 612	629	620, 628, 630
614	615	630	620, 629, 619
615	614, 616	631	619, 620, 630
616	615, 617		

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REF:	VERSION:	DATE: 20/09/17		ORIGINAL SHEET SIZE A3	SHEET 13
22344/6PS	**A**	22344-6-PS-M-A.DGN			

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LICENSED SURVEYOR

THOMAS ANDREW MILLAR

. . . . . .

CREATION OF RESTRICTION A - continued

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not, unless with the consent of the Responsible Authority :

(i) Construct any building outside the land shown hatched on the building envelope diagram other than:

- a porch, portico or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
- deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
- a pergola, eaves, facia and/or gutters encroaching no more than 1.0 metre into the Front Setback Zone;
- a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
- encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.

(ii) Construct any garage with openings that 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.

(iv) Construct or allow to be constructed any more than one dwelling per lot.

(iii) With the exception of lots not containing a building envelope, construct any garage closer than 5.5 metres from the primary frontage.

This restriction shall expire ten years after the date of registration of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

WARNING
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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER
PS815492G

CREATION OF RESTRICTION B

The following Restriction is to be created upon Registration of this plan:

For the purposes of this restriction:

(a) "Minimum Front Boundary Setback" means, in respect of each lot, the distance between the Front Boundary and the front of the building envelope.

(b) "Building Envelope" means the building envelope shown in this plan.

(c) "Primary Frontage" means:

(i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and

(ii) in the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road; and where there is a splayed corner on a lot, that part of the boundary which is created by the splay shall be disregarded.

(d) D.A.P. is the Design Assessment Panel (being Australand Residential No. 156 Pty Ltd ACN 107 356 543 ("Australand") or the person, entity or group who are from time to time nominated by Australand to act as the Design Assessment Panel and comply with the Design Guidelines.

(f) Small Lot Code is the Small Lot Housing Code published by the Metropolitan Planning Authority August 2014.

(e) All distances are to be measured at right angles to the respective boundary.

Land Benefit : Lots 601-631 (both inclusive) on this plan.
Land to be Burdened : Lots 601-631 (both inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not, unless with the consent of the D.A.P:

(1) Construct or cause or permit to be constructed or remain erected on any burdened lot any building forward of the Minimum Front Boundary Setback except as provided by Restriction A (i)

(2) Construct or cause or permit to be constructed on any lot on this plan:-

(i) any building other than one dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of:-
(a) 170 square metres excluding garage for allotments with an area 600 square metres or greater,
(b) 150 square metres excluding garage for allotments with an area between 500 and 599 square metres,
(c) 120 square metres excluding garage for allotments with an area of between 400 and 499 square metres, or
(d) 100 square metres excluding garage for allotments with an area of 399 square metres or less.
(2)(i) does not apply to any lot created upon further subdivision of lots.

(ii) any dwelling (including garage and carport) of which less than fifty percent (50%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;

(iii) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or colored non-reflective metal;

(iv) any dwelling with a roof of other than masonry or terracotta tiles or colored non-reflective metal roofing material;

(v) any dwelling which has any external plumbing apparatus, pipes and conduits (stormwater drainage excepted) which are visible from an adjoining street or reserve on the plan;

(vi) any dwelling on an allotment with an area of less than 300 square metres other than one that complies with the Small Lot Code for type A or B dwellings as noted on the Building Envelope Plan.

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REF:	VERSION:	DATE:		ORIGINAL SHEET SIZE	SHEET
22344/6PS	**A**	20/09/17 22344-6-PS-M-A.DGN		A3	15

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

CREATION OF RESTRICTION B - continued

(vii) any dwelling abutting a Reserve with less than one habitable room window orientated towards the Reserve at each level.

(viii) any dwelling or commercial building unless the dwelling or building incorporates plumbing for recycled water supply for toilet flushing and garden watering.

(3) Erect or cause to be erected:-

(i) on either side boundary or the rear boundary of any burdened Lot any fence of a height not more than 2 metres;

(ii) any fence on either side boundary or the rear boundary of any burdened lot except a fence of timber palings with a timber cap;

(iii) and fence on the burdened lot between the front boundary and the front of the building envelope that is the closer to the front boundary of the adjoining allotments;

(iv) any fence along the front boundary.

(4) At any time keep, place or maintain any outside clothes drying or airing facility on any burdened lots so as to be visible from any street adjacent to or abutting that lot.

(5) Keep on the lot at any one time more than two:
(i) of domestic birds, or
(ii) of any kind of animal or bird.

(6) Erect, display or exhibit or allow to be erected, displayed or exhibited or to remain erected, displayed or exhibited any advertising signage advertising the lot for sale without written consent of Australand.

Notwithstanding clause 3 of Restriction B on this plan, nothing shall prevent Australand in its absolute discretion from erecting any fence of any type or description in locations where it considers it is necessary to do so in the interests of public safety and/or visual amenity.

The restrictions in paragraphs 1 to 6 (both inclusive) shall expire 10 years after the date of registration of this plan.

The restriction in paragraph 7 shall expire in respect to any lot on this plan from the earlier of the date of issue of an occupancy permit for the whole of the dwelling on the lot or 5 years after the date of the registration of this plan.

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

PLAN NUMBER
PS815492G

BUILDING ENVELOPE DIAGRAM

For lots in this plan containing Building Envelopes:

Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the primary frontage of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

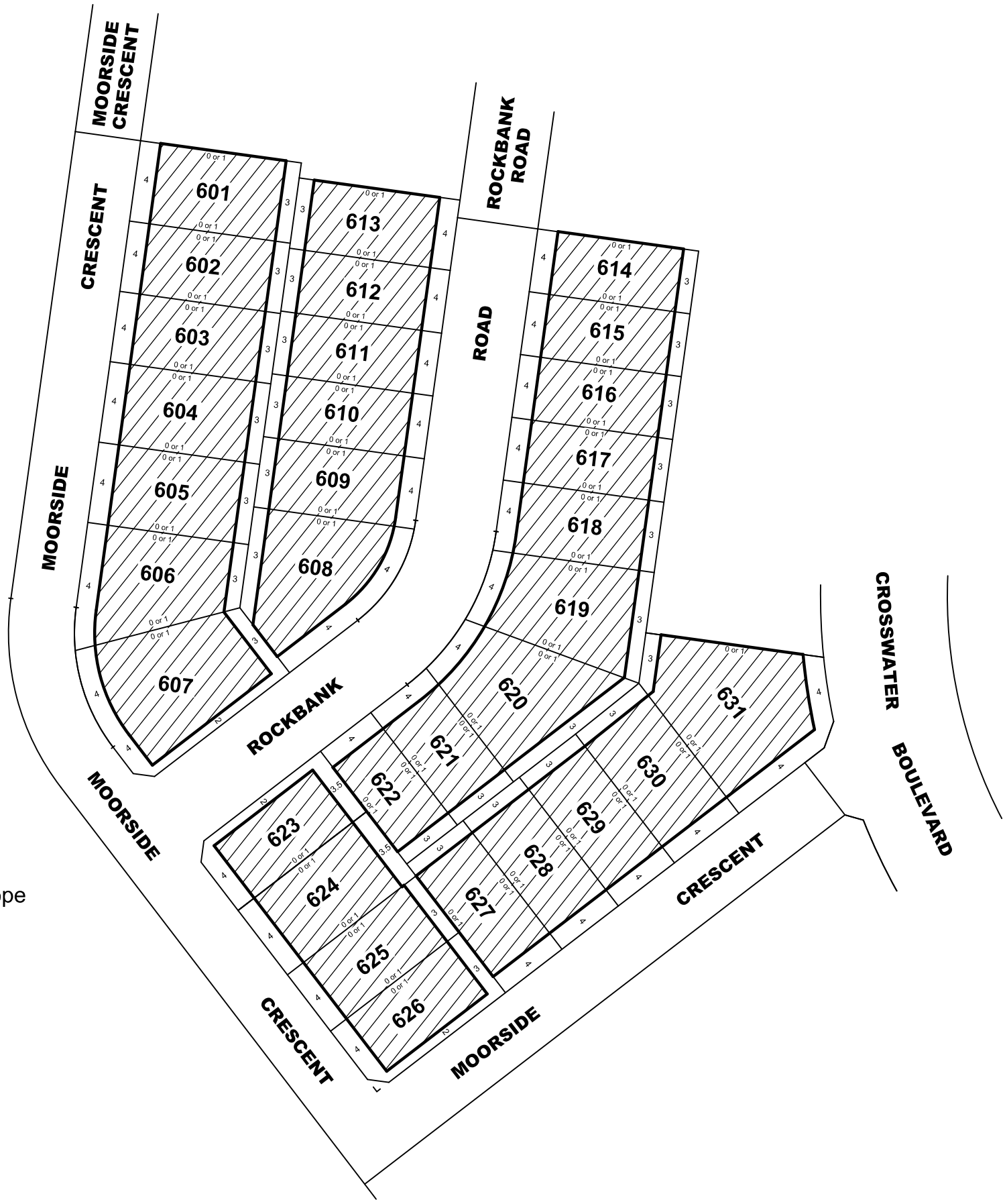
The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the primary frontage of the allotment.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.

For lots in this plan not containing Building Envelopes:

Lots on this diagram without a Building Envelope are subject to setbacks as defined in the Small Lot Code (Metropolitan Planning Authority,August 2014) for Type A or B as defined in the Building Envelope Diagram



LEGEND

Building Envelope

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LICENSED SURVEYOR
THOMAS ANDREW MILLAR
. . . . . .

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

EDITION 1

PLAN NUMBER
PS812434N

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: ----

SECTION: ----

CROWN ALLOTMENT: ----

CROWN PORTION: 46 (PART), 47 (PART), 59 (PART) & 60 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: LOT H PS809750V

POSTAL ADDRESS: 1275 POUND ROAD
(at time of subdivision) CLYDE NORTH, VIC 3978

MGA CO-ORDINATES: E 355 420 ZONE: 55
(of approximate centre of land in plan) N 5 783 500 GDA 94

Council Name: Casey City Council

SPEAR Reference Number: S109998B

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	CITY OF CASEY

HONOUR VILLAGE - RELEASE 15

NUMBER OF LOTS IN THIS PLAN: 41

TOTAL AREA OF LAND IN THIS PLAN: 2.366 ha

DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS

LOTS 1-1500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

OTHER PURPOSES OF THIS PLAN:
CREATION OF RESTRICTIONS:

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND

BURDENED LAND: LOTS 1501 - 1541 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 1501 - 1541 (BOTH INCLUSIVE)

RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE **MCP _ _ _ _ _ _**

EXPIRY DATE: 30th JUNE 2030.

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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-9, E-10	SEWERAGE	SEE DIAG.	PS809749E	SOUTH EAST WATER CORPORATION
E-10	DRAINAGE	SEE DIAG.	PS809749E	CITY OF CASEY
E-12	SEWERAGE	SEE DIAG.	PS809750V	SOUTH EAST WATER CORPORATION
E-14	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

SURVEY:
THIS PLAN IS/IS NOT BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------

IN PROCLAIMED SURVEY AREA No. 45

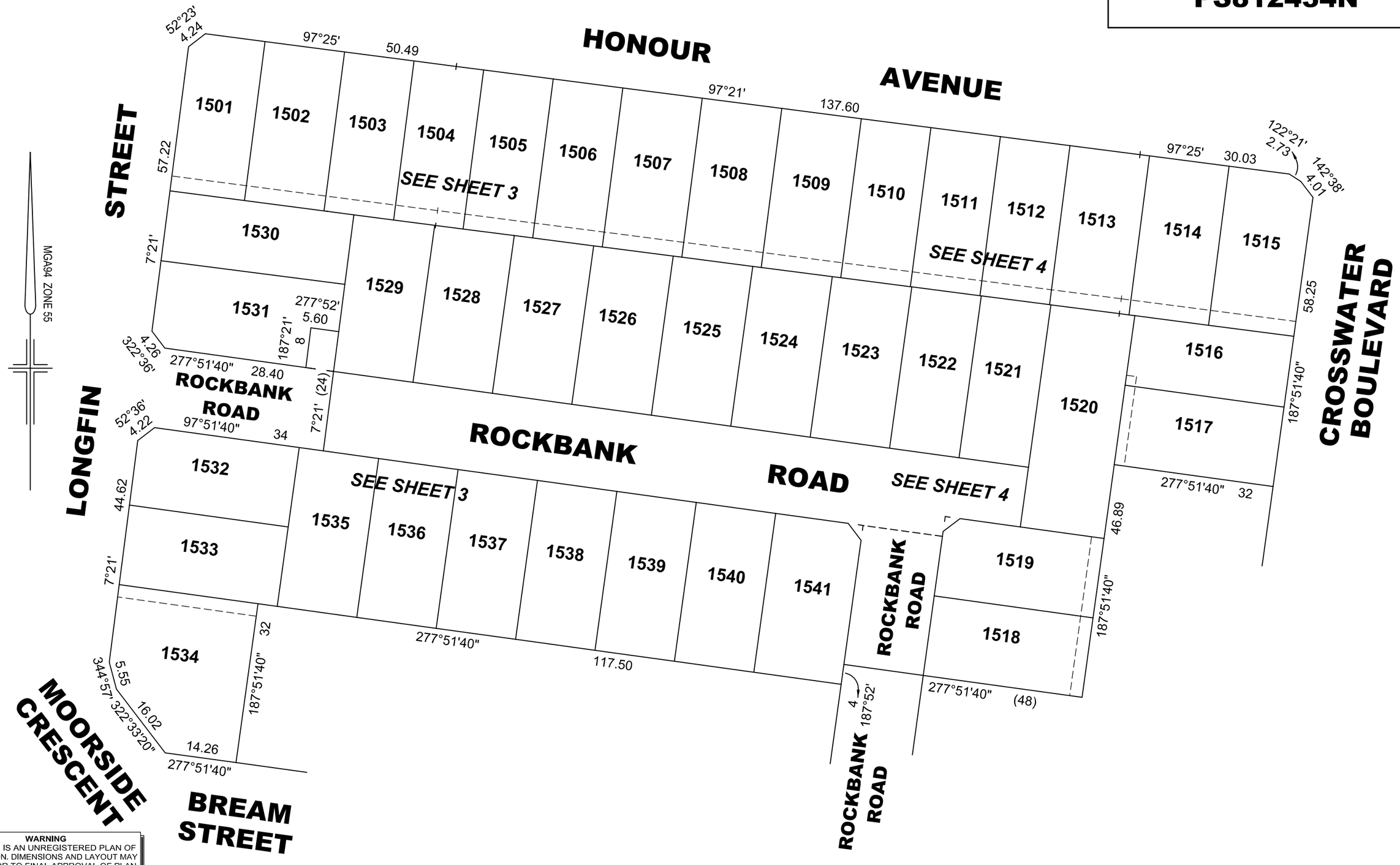
REF:	VERSION:	DATE: 23/02/21	ORIGINAL SHEET SIZE A3	SHEET 1 OF 4 SHEETS
22344/15	**F**	22344-15-PS-M-F.DGN		

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PLAN NUMBER
PS812434N



MGA94 ZONE 55

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SCALE 1:750

10 0 10 20 30
LENGTHS ARE IN METRES

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PLAN NUMBER

PS812434N

HONOUR AVENUE

STREET

LONGFIN

ROCKBANK ROAD

ROCKBANK ROAD

MOORSIDE CRESCENT

BREAM STREET

SEE SHEET 4

SEE SHEET 4

R-1
2182m²

1501 475m² | 1502 512m² | 1503 448m² | 1504 448m² | 1505 448m² | 1506 448m² | 1507 512m² | 1508

1525 | 1526 512m² | 1527 510m² | 1528 507m² | 1529 510m² | 1530 519m² | 1531 592m² | 1532 508m² | 1533 511m² | 1534 797m² | 1535 512m² | 1536 512m² | 1537 512m² | 1538 512m² | 1539 512m² | 1540

E-10 E-10 E-10 E-12

MGA94 ZONE 55

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22344/15	F	23/02/21 22344-15-PS-M-F.DGN	1:500 (10 0 10 20 LENGTHS ARE IN METRES)	A3	SHEET 3

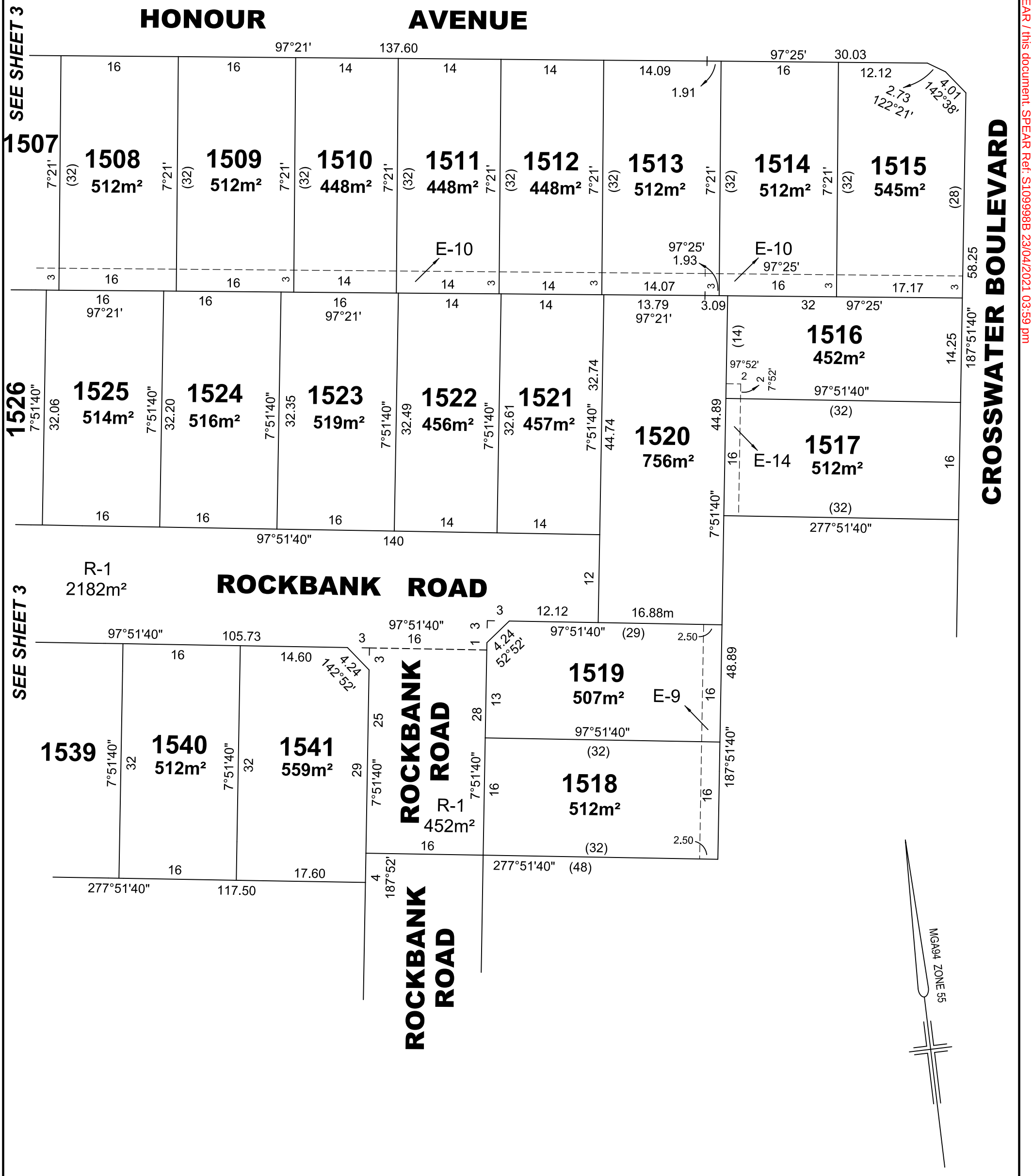
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Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

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Lodged by:

Name:	Russell Kennedy Solicitors
Phone:	03 9609 1555
Address:	Level 12, 469 La Trobe Street, Melbourne 3000
Ref:	KAE 307372-00189 (S5)
Customer Code:	1513M

This memorandum (containing 10 pages) contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

The following restrictions are to be created upon registration of the Plan of Subdivision:

1 Definitions

For the purposes of the restrictions:

(1) "**Building Envelope**" means the building envelope shown in the Building Envelope Plan. The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with *Building Regulations 2018* (Vic).

(2) "**Building Envelope Plan**" means the building envelope plan shown in this MCP.

(3) "**D.A.P.**" is the Design Assessment Panel (being Australand Residential No. 156 Pty Ltd ACN 107 356 543) ("**Frasers**") or the person, entity or group who are from time to time nominated by Frasers as the Design Assessment Panel.

(4) "**Front Setback Zone**" means the land located between the Building Envelope and the Primary Frontage of the Lot.

(5) "**Lot**" means a lot on the Plan of Subdivision.

(6) "**MCP**" means this memorandum of common provisions and includes all diagrams, plans and annexures attached to this memorandum of common provisions.

(7) "**Minimum Front Boundary Setback**" means, in respect of each Lot, the distance between the Primary Frontage and the front of the Building Envelope Plan.

(8) "**Plan of Subdivision**" means the plan of subdivision that includes the restriction that incorporates this MCP.

(9) "**Primary Frontage**" means:

(a) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and

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(b) in the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road; and where there is a splayed corner on a lot, that part of the boundary which is created by the splay shall be disregarded.

(10) "**Rear Setback Zone**" means the land located between the Building Envelope and the relevant rear boundary of the Lot.

(11) "**Side Setback Zone**" means the land located between the Building Envelope and the relevant side boundary of the Lot.

(12) "**Small Lot Code**" is the Small Lot Housing Code published by the Metropolitan Planning Authority August 2014.

(13) All distances are to be measured at right angles to the respective boundary.

2 Creation of Restriction A

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened Lot to which this restriction applies shall not, unless with the consent of the Responsible Authority:

(1) Construct any building outside the land shown hatched on the Building Envelope Plan other than:

(a) a porch, portico or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;

(b) deck, steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;

(c) a pergola, eaves, facia and/or gutters encroaching no more than 1.0 metre into the Front Setback Zone;

(d) a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;

(e) encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 79(4) of the *Building Regulations 2018* (Vic) except to where a wall is on a boundary.

Further setback restrictions may apply where a Lot is affected by an easement or easements.

(2) Construct any garage with openings that 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.

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(3) Construct or allow to be constructed any more than one dwelling per Lot.

(4) With the exception of Lots less than 300m^2, construct any garage closer than 5.5 metres from the Primary Frontage unless:

(a) a Building Envelope allows a Primary Frontage setback of 3 metres, whereby the garage must not be setback less than 5 metres from the Primary Frontage; or

(b) a Building Envelope provides for an alternative garage setback whereby the garage must not be setback between 3 and 5 metres from the Primary Frontage, in accordance with the alternative garage setback.

This restriction shall expire on 30 June 2030.

The *Building Regulations 2018* (Vic) as amended from time to time apply to all matters which are not addressed in this restriction.

3 Creation of Restriction B

Description of Restriction:

The registered proprietor or proprietors for the time being of any Lot to which the following restriction applies shall not, unless with the consent of the D.A.P:

(1) Construct or cause or permit to be constructed or remain erected on any burdened Lot any building forward of the Minimum Front Boundary Setback except as provided by Restriction A(1).

(2) Construct or cause or permit to be constructed on any Lot:

(a) any building other than one dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of:

(i) 170 square metres excluding garage for allotments with an area 600 square metres or greater;

(ii) 150 square metres excluding garage for allotments with an area between 500 and 599 square metres;

(iii) 120 square metres excluding garage for allotments with an area of between 400 and 499 square metres; or

(iv) 100 square metres excluding garage for allotments with an area of 399 square metres or less;

(2)(a) does not apply to any lot created upon further subdivision of Lots;

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(b) any dwelling (including garage and carport) of which less than fifty percent (50%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;

(c) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;

(d) any dwelling with a roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;

(e) any dwelling which has any external plumbing apparatus, pipes and conduits (stormwater drainage excepted) which are visible from an adjoining street or reserve on the plan;

(f) any dwelling on an allotment with an area of less than 300 square metres other than one that complies with the Small Lot Code for type A or B dwellings as noted on the Building Envelope Plan;

(g) any dwelling abutting a Reserve with less than one habitable room window orientated towards the Reserve at each level;

(h) any dwelling or commercial building unless the dwelling or building incorporates plumbing for recycled water supply for toilet flushing and garden watering.

(3) Erect or cause to be erected:

(a) on either side boundary or the rear boundary of any burdened Lot any fence of a height more than 2 metres;

(b) any fence on either side boundary or the rear boundary of any burdened Lot except a fence of timber palings with a timber cap;

(c) any fence on the burdened Lot between the front boundary and the front of the building envelope that is the closer to the front boundary of the adjoining allotments;

(d) any fence along the front boundary;

(e) For corner lots where the lot depth (excluding the corner lot splay) is:

(i) greater than 21 metres, a fence located on the secondary frontage unless such fence terminates a minimum of 6 metres behind the front façade;

(ii) 21 metres or less, a fence located on the secondary frontage unless such fence does not exceed 60% of the depth of the lot (excluding the corner splay) taken from the rear boundary towards the Primary Frontage.

(f) For corner lots, a fence located on the secondary frontage unless such fence returns to the dwelling at 90 degrees at the point of termination of the side fence.

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(4) At any time keep, place or maintain any outside clothes drying or airing facility on any burdened Lots so as to be visible from any street adjacent to or abutting that Lot.

(5) Erect, display or exhibit or allow to be erected, displayed or exhibited or to remain erected, displayed or exhibited any advertising signage advertising the Lot for sale without written consent of Frasers.

Notwithstanding paragraph (3) of Restriction B, nothing shall prevent Frasers in its absolute discretion from erecting any fence of any type or description in locations where it considers it is necessary to do so in the interests of public safety and/or visual amenity.

The restrictions in paragraphs (1) to (5) (inclusive) shall expire on 30 June 2030.

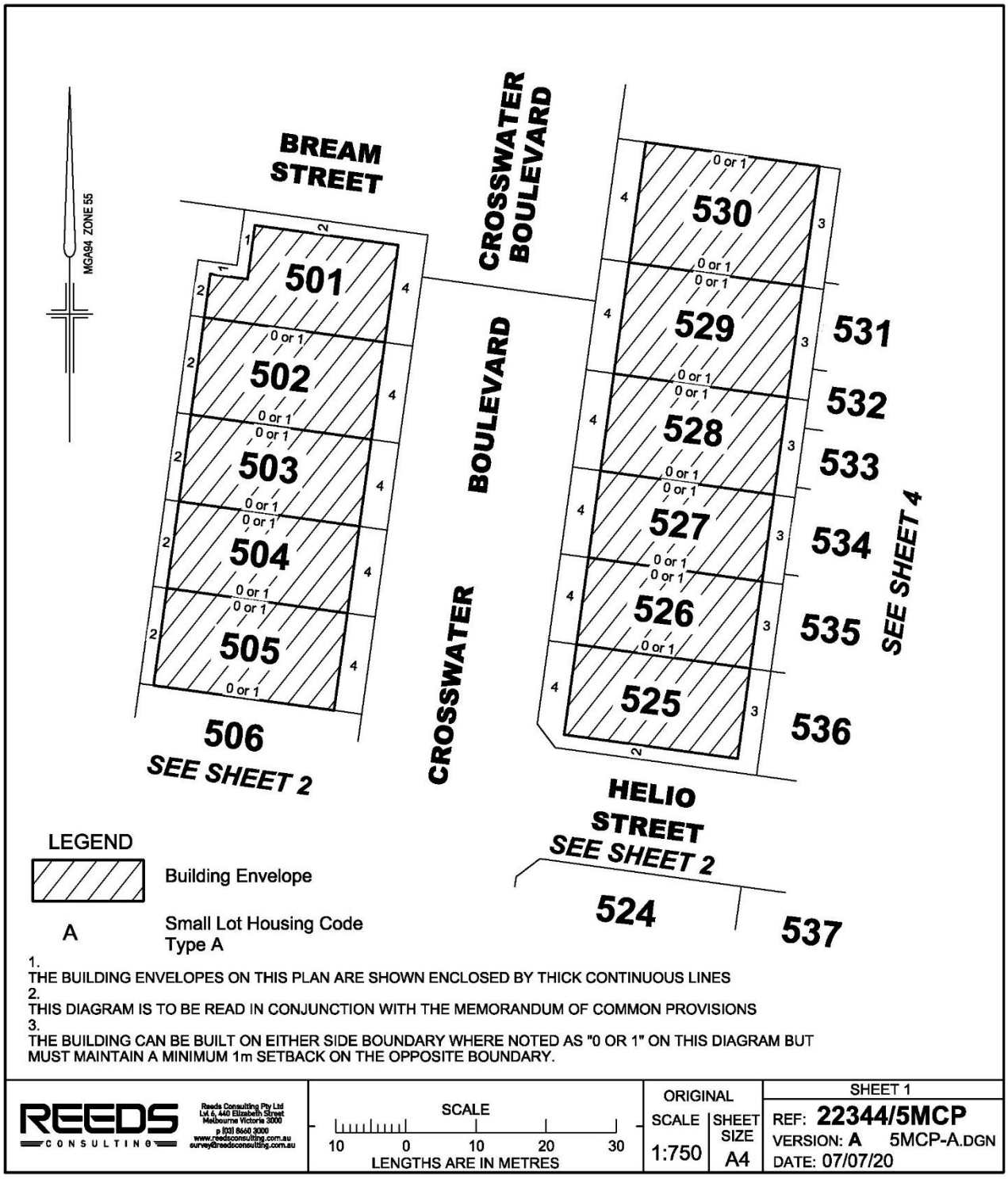
Memorandum of common provisions

Section 91A Transfer of Land Act 1958

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4 Building Envelope Plans



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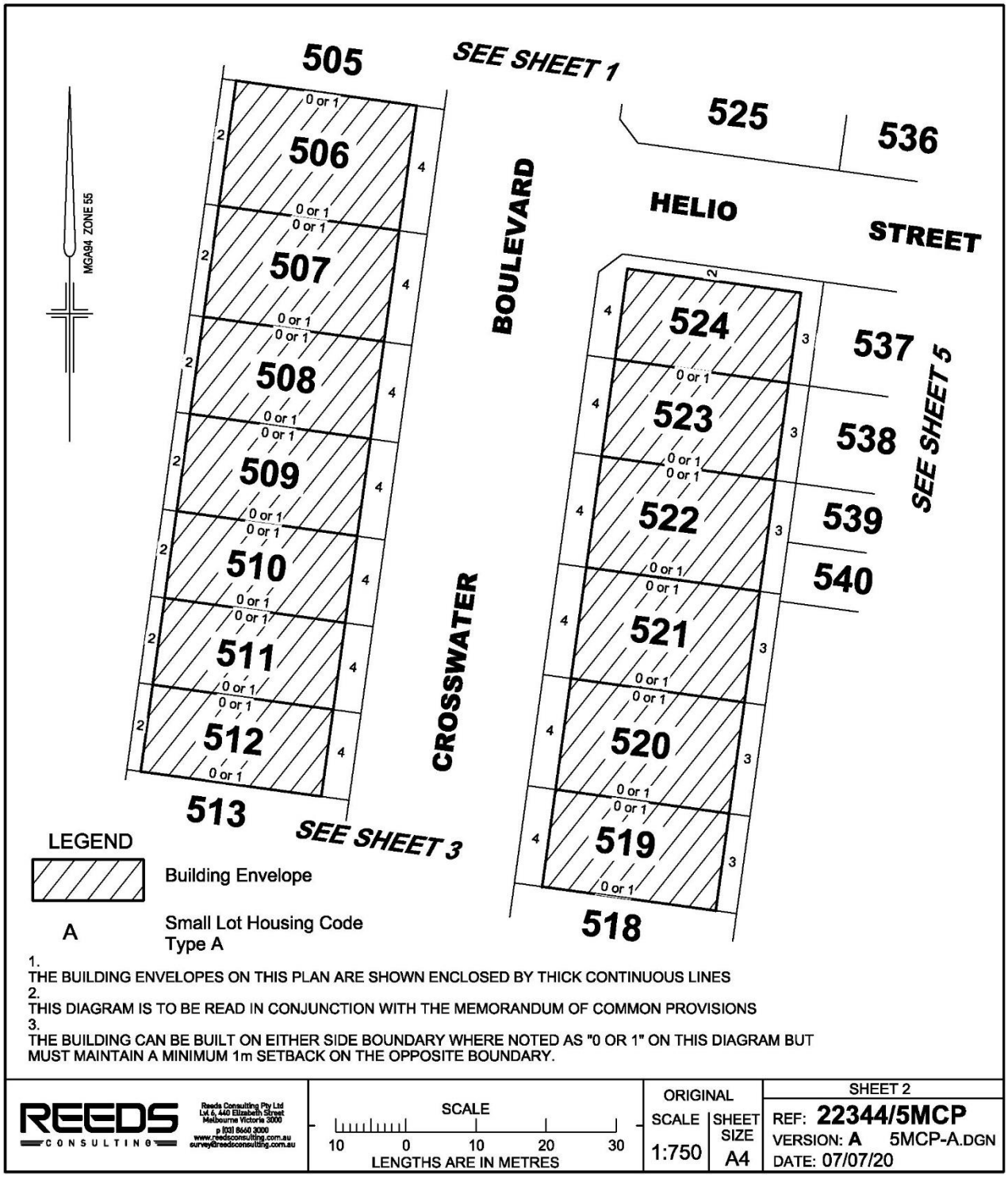
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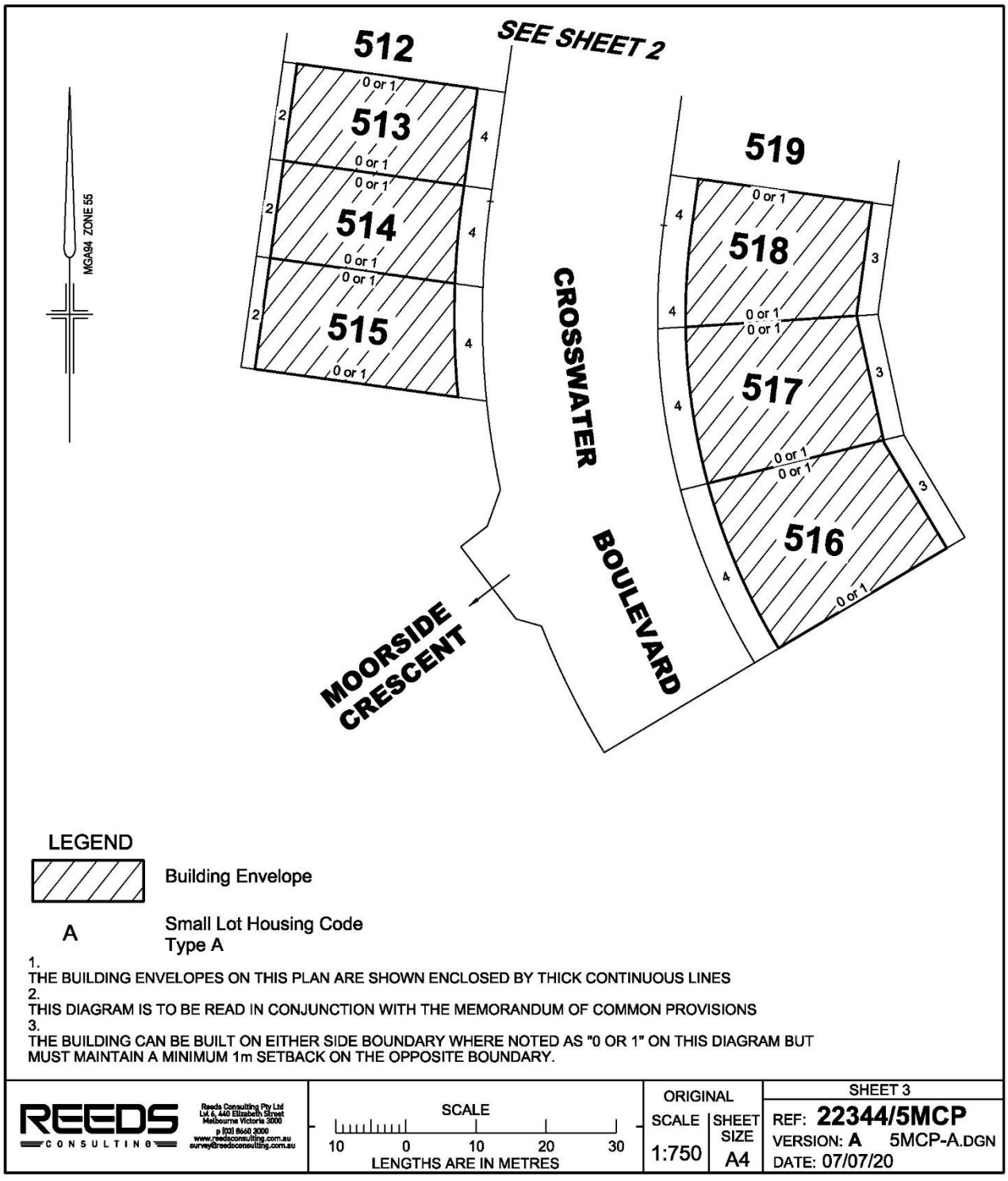
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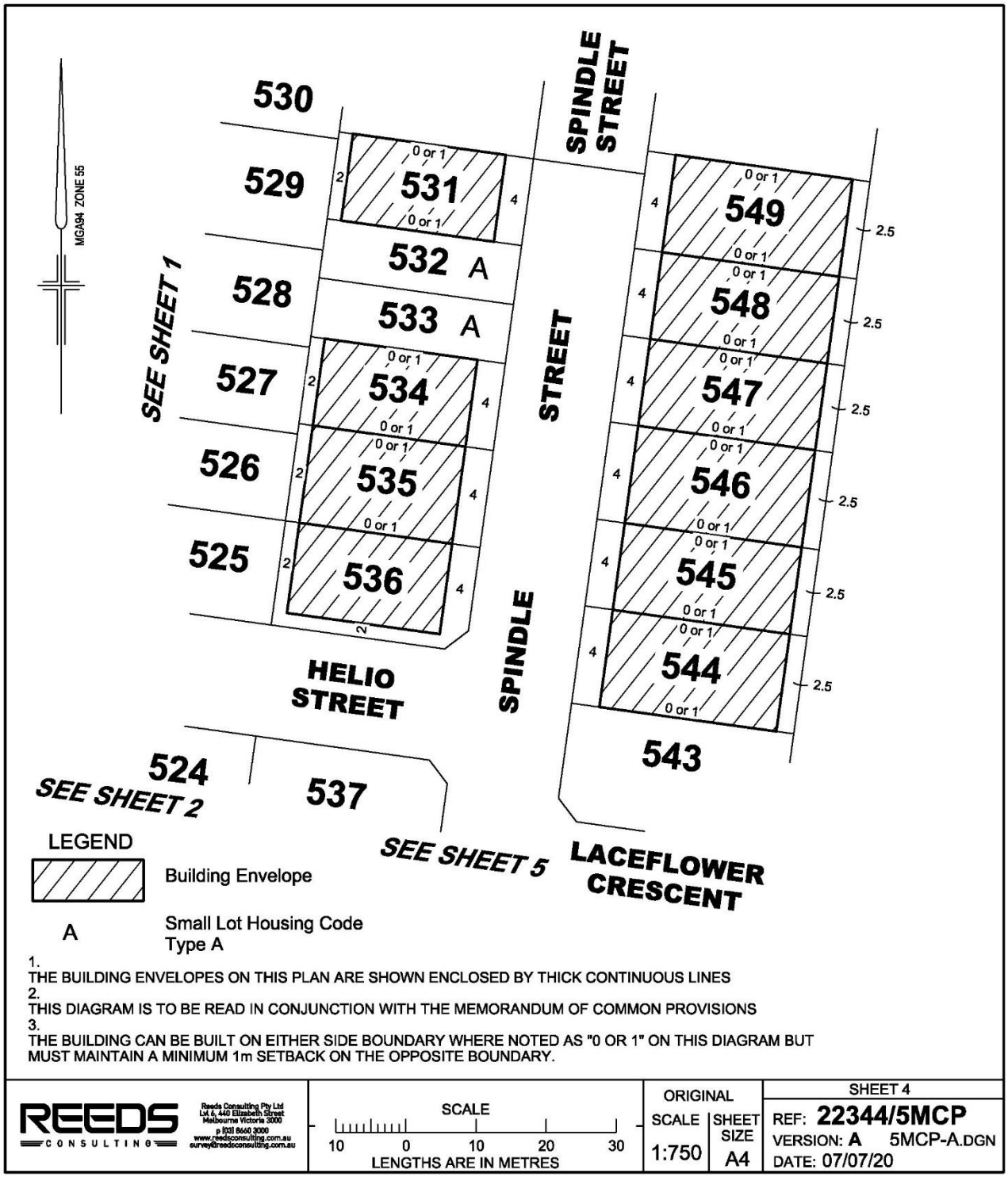
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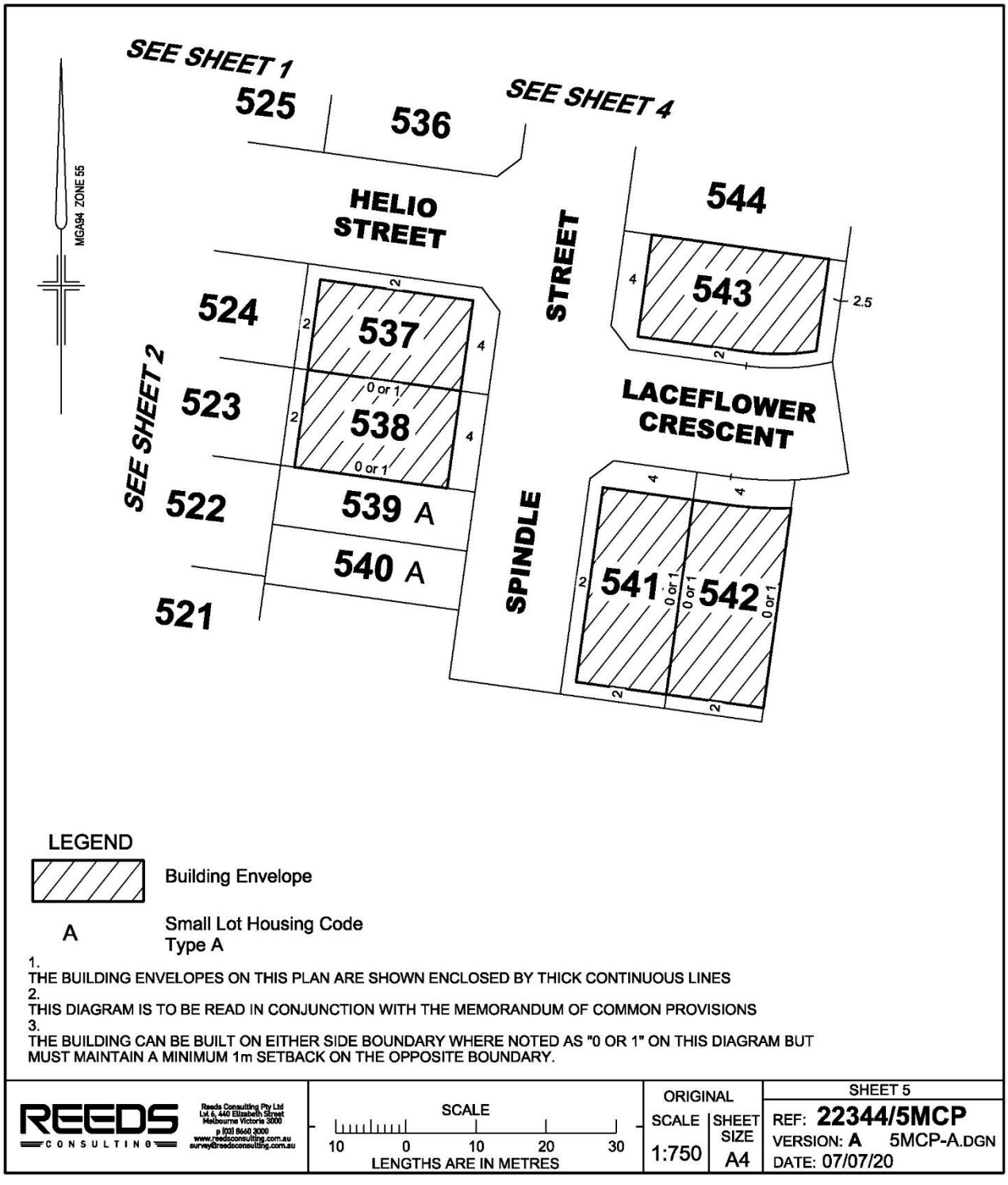
Land Use Victoria, contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

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This is page 10 of the Memorandum of Common Provisions



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NBW 11674891v1 NBW

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

12 March 2020

Frontlink Pty Ltd
C/- Reeds Consulting Pty Ltd
GPO Box 2240
MELBOURNE VIC 3001

Dear Sir/Madam

Permit No.: **PlnA00048/16**

Permit Allows: **Multi-Lot Subdivision in stages (up to 1000 lots), Construction and Carry Out Works Including Roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay, Creation of Restrictions and Creation of Access to a Road in a Road Zone Category 1**

Address: **1275 Pound Road CLYDE NORTH VIC 3978**
Lot 1 TP 392956D

I refer to your application for an extension of time received on 14 January 2020.

On 12 March 2020, Council's delegate approved the application.

Pursuant to Section 69(2) of the *Planning and Environment Act* 1987, the Responsible Authority extends the time for the starting of the permitted subdivision by **one (1) year**, and, the permitted subdivision must now be:

(a) started within **four (4) years** of the date of this permit, or,
(b) completed within five 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 **four (4) years** from the date of this permit. The time specified for the commencement of any subsequent stage is ten years from the date of this permit and the time specified for the completion of each stage is five years from the date of its commencement.

N.B. the starting of the subdivision is regarded by Section 68(3A) of the *Planning and Environment Act* 1987 as the certification of the plan under Section 6 of the *Subdivision Act* 1988. Completion is regarded as registration of the subdivision.

A copy of the permit is **enclosed** for your attention.

If you have any questions about this matter, please contact the undersigned on 9705 5831.

Yours faithfully



Michael Ford
Principal Planner
Growth and Investment

Enc:

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: ABN 43 320 295 742
Ausdoc: DX 30460 Berwick

Customer Service Centres
Cranbourne – Cranbourne Park Shopping Centre
Narre Warren – Civic Centre, Magid Drive
Narre Warren South – Amberly Park Shopping Centre

City of Casey

Sebastian Lorenzo/sf
28 April 2017

Frasers Property Australia (Residential)
C/- Reeds Consulting Pty Ltd
GPO Box 2240
MELBOURNE VIC 3001

Dear Sir/Madam

Permit No.: **PlnA00048/16**
Address: **1275 Pound Road CLYDE NORTH VIC 3978**
Lot 1 TP 392956D
Proposal:
- **Multi-Lot Subdivision in stages (up to 1000 lots)**
- **Construction and Carry Out Works Including Roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay;**
- **Creation of Restrictions; and,**
- **Creation of Access to a Road in a Road Zone Category 1.**

I wish to advise you that your application for the above planning permit was approved by Council on 27 April 2017. 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

Bill Zombor
Co-ordinator Subdivision Permits

Enc.

Cc: Melbourne Water, VicRoads, South East Water, APT Group (Gas), AusNet Electricity Services Pty Ltd, Public Transport Victoria, APA GasNet, APA VTS Australia (Operations).

PLANNING PERMIT

Permit No. PlnA00048/16

Planning scheme Casey Planning Scheme

Responsible authority City of Casey

ADDRESS OF THE LAND:

1275 Pound Road CLYDE NORTH VIC 3978 Lot 1 TP 392956D

THE PERMIT ALLOWS:

- Multi-Lot Subdivision in stages (up to 1000 lots)
- Construction and Carry Out Works Including Roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay;
- Creation of Restrictions; and,
- Creation of Access to a Road in a Road Zone Category 1.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-100 and notes (Inclusive)

Amended Subdivision Master Plan

1. Prior to the commencement of works and / or the certification of the first plan of subdivision, an amended Estate Development 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 plan prepared by Reeds Consulting 'Estate Development Plan', (Ref No. 23344P Version H dated 12 October, 2016) but modified to show:

   (a) All lots numbered.

   (b) A Stage Sequencing Table included on the plan.

   (c) The following changes illustrated on the subdivision master plan with the changes supported via a separate plan or document (i.e. FLP / swept path analysis or similar):

      - That sufficient land is set aside on the southern side of the Honour Avenue in Stage 1 to accommodate the roundabout with Riverstone Boulevard.
      - That sufficient land set aside on the southern side of the Honour Avenue in the relevant stage to accommodate the roundabout with Como Parade.

   (d) A notation on the plans that lots to the north of the intersection of Roads 1, 2 and 3 will not have vehicle access from any future roundabout. This may require the reconfiguration of relevant lots.

   (e) A notation on the plans that lots to the north and south of the intersection of Roads 20 and 22 will not have vehicle access from any future roundabout. This may require the reconfiguration of relevant lots.

   (f) A cross-section of that section of Honour Avenue which is widened to 37 metres illustrating the proposed lot boundaries, road pavement, nature strip, indented parking, paths etc.

Signature for the responsible authority .....

(g) The location of the median strip and direction of traffic flow for those lots within Stage 1 which are to be accessed from the service road.

(h) A notation stating that any land required to be set aside for intersection flaring and the ultimate Thompsons Road reservation will be in accordance with the requirements of the Responsible Authority and VicRoads.

(i) That section of Soldiers Road which is to be close adjoining the government school site nominated as also forming part of the future government school with the area and dimensions of this parcel clearly nominated.

(j) The indicative alignment of 2.5 metre wide shared paths through open space reserves as identified in Plan 18 of the Clyde North Precinct Structure Plan.

(k) Identification of a 2.5 metre wide off-road shared path along all proposed Connector Streets and Access Streets Level 2 as shown in Plan 18 of the Clyde North Precinct Structure Plan.

(l) The indicative location of bus stops as specified in Plan 17 of the Clyde North Precinct Structure Plan.

(m) A notation specifying that a 3.0 metre wide concrete shared path will be provided along the Thompsons Road frontage of the site at the full cost of the developer to be constructed at the time of the relevant abutting stage.

(n) The following included within a specific stage of the subdivision:

  (i) Unencumbered Active Open Space 'E'.

  (ii) The tree reserve from the new alignment of Soldiers Road to the eastern corner of the subject land.

  (iii) Road widening / intersection flaring in the south-eastern corner of the site along Thompsons Road.

(o) Dimensions of all municipal reserves (including tree reserves) with any tree reserve to Thompsons Road having a minimum width of 12.0 metres.

(p) Dimensions of the land set aside in the relevant stage which is being added to the existing Soldiers Road reserve to form the Connector Street on the site's eastern boundary. The overall road reservation is to be identified as having a minimum road reserve width of 31 metres in accordance with the Clyde North PSP Plan 16 – Road Network and Plan 18 – Walking & Trails Plan.

(q) The width of each extended driveway / driveway link and a notation added to state that car parking will be provided within that space at a rate of one per lot accessed from the driveway link.

(r) All proposed substation / kiosk sites clearly identified with a contrasting colour.

(s) The roundabout at the intersection of Road 38, Soldiers Road Extension and Road 41 removed.

(t) The location of Road 38 moved further north and designed and located as a left in / left out in accordance with Plan 16 – Road Network of the Clyde North PSP with a notation stating that right turn movements are subject to VicRoads approval.

(u) Road 41 designed and located as a left in / left out in accordance with Plan 16 – Road

Network of the Clyde North PSP with a notation stating that right turn movements are subject to VicRoads approval.

(v) Each of the encumbered open space areas which serve as drainage function nominated as "Encumbered Open Space (Melbourne Water Drainage Reserve)".

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.

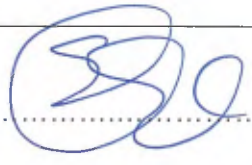
   (g) Include the following notation:

      (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.

   (h) Any other relevant matter related to the provision of infrastructure reasonably required by the responsible authority including:

      (i) The northern section of the existing Soldiers Road reservation (abutting Superlot B) will not be closed until the new alignment of Soldiers Road has been constructed and a working connection is available to the north and to Thompsons Road to the satisfaction of the Responsible Authority.

      (ii) The southern section of the existing Soldiers Road reservation (abutting Superlot C – school site) will not be closed until an alternative access to Thompsons Road and to Soldiers Road to the north is in place to the satisfaction of the Responsible Authority.



(iii) The construction of a roundabout at the intersection of Como Parade, Honour Avenue and the future Connector Street into Superlot A, specifying that land required to accommodate the roundabout and the construction of that roundabout will occur upon the future development of Superlot A, or with the relevant abutting stage to the satisfaction of the responsible authority.

(iv) Intersection RD10 (as referenced in the Clyde North Development Contributions Plan) and the left-in left-out intersection to the south of Intersection RD10 on the future Soldiers Road alignment, specifying that any land to accommodate these intersections and the construction of those intersections will occur as part of the development of Superlots A and/or B which will be the subject of a separate application or when Soldiers Road extension (Arterial Road) is constructed, with the timing to be determined in consultation with the responsible authority.

Street Tree 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.

   (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 developer's 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.

Miscellaneous

5. The subdivision master plan 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.

6. The subdivision must proceed in the order of stages shown on the endorsed plans unless otherwise agreed in writing by the Responsible Authority.

Small Lot Housing Code

7. 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.

8. 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

9. 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 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 (3.54%) and the Property Specific Land Budget contained within the relevant Precinct Structure Plan.

(d) If applicable, the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the Responsible Authority.

Where such lots/reserve are created and if relevant, the production of a certificate issued by the State Revenue Office stating that there will be no Growth Areas Infrastructure Contribution liability in respect of any land to be vested in Council or alternatively evidence of payment of that Contribution to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.

(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

10. 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.

        (ii) 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.

Signature for the responsible authority .....

(b) At least a 1 metre offset from any boundary abutting a reserve.

(c) At least a 2 metre offset from any boundary abutting a side street.

(d) A Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.

11. 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 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.

12. 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.

13. 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;
    - Country Fire Authority;
    - APA Group (APT O&M Services Pty Ltd);

- Ausnet Services;
- VicRoads; and
- Public Transport Victoria (only where the stage being created contains a bus route, in accordance with condition 59 (b)).

Certification Plans

14. 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:

    (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.

Salvage Plan

15. Prior to the commencement of works: a Salvage Plan for threatened species including Southern Toadlet, Glossy Grass Skink and Growling Grass Frog must be prepared to the satisfaction of the Secretary to the Department of Sustainability and Environment and the approval of the responsible authority.

16. The approved Salvage Plan must be implemented to the satisfaction of the Secretary to the Department of Sustainability and Environment and the responsible authority.

Clyde North Native Vegetation Precinct Plan (NVPP)

17. Prior to the removal, destruction or lopping of any native vegetation within any property (based on the property number in Map 1 of the NVPP), offsets must be provided, and a legal agreement entered into, in relation to all of the native vegetation within that property which this Native Vegetation Precinct Plan allows to be removed, destroyed or lopped, to the satisfaction of the Secretary to the Department of Sustainability and Environment. In determining the offset to be required in relation to any property , the Secretary to the Department of Sustainability and Environment will seek to give effect to Victoria's Native Vegetation Management: A Framework for Action and will be guided by the offsets identified in Table 5 and Table 6, in relation to the relevant vegetation authorised to be removed.

18. Prior to commencement of any works including vegetation removal a highly visible vegetation protection fence must be erected around twice the canopy distance of each

scattered tree and more than 2 metres from areas of all other native vegetation which have been identified to be protected unless otherwise agreed to in writing by the Secretary to the Department of Sustainability and environment and to the satisfaction of the responsible authority.

19. Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.

20. Prior to felling any tree which may be removed, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and relocated to the closest suitable vegetation, in consultation with the Department of Sustainability and Environment.

21. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control, EPA 1991.

22. Only indigenous plants of local provenance may be used in revegetation works of conservation areas.

23. Water run-off must be designed to ensure that native vegetation to be protected is not compromised.

24. Any native vegetation to be removed (in accordance with this NVPP) must be clearly marked on site to the satisfaction of the Responsible Authority whilst works are being undertaken in the vicinity.

Prior to the Commencement of Works

25. If Thompsons Road is to be used by construction traffic, before construction associated with the approved subdivision commences on site, Thompsons Road must be constructed to a standard sufficient to accommodate construction vehicles from Berwick-Cranbourne Road through to construction access to the subject site, to the satisfaction of the Responsible Authority and VicRoads.

26. 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 existing or future arterial roads as approved by VicRoads and the Responsible Authority, along with detailed design of the interim intersections;

    (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;

    (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) Shared paths along:

  (i) Both sides of the Soldiers Road identified as RD-04 in the Clyde North DCP.

  (ii) The north side of Thompsons Road.

  (iii) Along the drainage reserves between the north-west (Honour Avenue) corner of the site and east (existing Soldiers Road) boundary of the site to the satisfaction of the Responsible Authority.

  (iv) as well as where identified in the Clyde North PSP and on the endorsed plans.

(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

Signature for the responsible authority .....

(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,

(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.

(u) All shared paths / on-road bike paths as required by the Clyde North PSP and as illustrated on the endorsed subdivision master plan.

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.

27. Before the development starts, drainage 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 address the following matters:

(a) The drainage system for the subdivision must cater for any and all external catchments that are draining towards the subdivision from any upstream catchments.

(b) The drainage system must protect the subdivision from any rural storm water flows draining towards the site from upstream catchments.

(c) The drainage system must prevent stormwater from overflowing in an uncontrolled manner from the site onto adjacent properties.

(d) The stormwater discharge from this site must not exceed the allowable discharge. If the stormwater from this development exceeds the allowable capacity of the outlet drainage, then a stormwater retarding system will be required. Please contact City of Casey Engineering Department for further information.

28. No less than 14 days before the works 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 fulfill the specified site requirements.

29. 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 the relevant condition of this permit 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.61 .

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

30. 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.

Conservation Management Plan

31. The Clyde North PSP Cardinia Creek: Threatened Fauna Conservation Management Plan, approved by the Department of Sustainability and Environment and endorsed by the Responsible Authority must be implemented to the satisfaction of the Secretary to the

Department of Sustainability and Environment, Melbourne Water, and the Responsible Authority. Implementation requires that any specified actions relevant to the site must be carried out in accordance with the approved Conservation Management Plan.

32. Before the statement of compliance is issued under the Subdivision Act 1988 the applicant or owner must make a financial contribution to Melbourne Water in accordance with Section 5.2 Funding of the Clyde North PSP Cardinia Creek: Threatened Fauna Conservation Management Plan.

Engineering fees

33. 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.

34. 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

35. A Development Infrastructure Levy, in accordance with the provisions of the Clyde North 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.

36. Where the subdivision is to be developed in stages the infrastructure levy for the stage to be developed only may be paid to Casey City Council 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 Casey City Council.

Community Infrastructure Levy

37. Before the issue of a Statement of Compliance for any stage of 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 made 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.

Growth Areas Infrastructure Contribution

38. Where the land is subdivided so as to create a lot or a reserve that is proposed or anticipated to be transferred to or vested in Council pursuant to the relevant Development Contributions Plan, the owner or developer of the land must, prior to the transfer to or vesting of that lot or reserve in Council (transaction):

    (a) pay the Growth Areas Infrastructure Charge (**GAIC**) if a GAIC event could occur subsequent to the transfer to or vesting of the lot or reserve in Council provided that the development and the associated issue of a Building Permit which may give rise to the GAIC event is consistent with the manner in which that lot or reserve is anticipated to be developed under the relevant Development Contribution Plan or the relevant Precinct Structure Plan; and

    (b) produce and provide to Council a Certificate of Release under section 201SY of the Planning and Environment Act 1987 (**Act**) in respect of that lot or reserve;

    or

    (c) pay the **GAIC** liability in respect of that lot or reserve which is triggered upon the happening of the transaction; and

    (d) produce and provide to Council a Certificate of Release under section 201SY of the Act in respect of that lot or reserve.

Prior to Statement of Compliance

39. 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) Intersections and road construction projects are required by relevant conditions of this permit.

    (c) Drainage and any water sensitive urban design features;

    (d) Fibre optic conduits;

    (e) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;

    (f) Temporary turnaround areas;

    (g) Any tree protection fencing; and

    (h) Lighting of roads and pedestrian/cycle paths designed and provided in accordance with Australian Standard 1158.1.

    (i) The relevant intersections of the internal roads .

40. Prior to the issue of a Statement of Compliance for Stage 1, suitable and sealed road access must be available to that stage through neighbouring subdivisions to the satisfaction of the Responsible Authority.

41. Prior to the issue of a Statement of Compliance for the 700th Lot (or unless otherwise agreed to in writing by Council and VicRoads) of this approved subdivision, the road flaring required by RD-20 in the Clyde North DCP and the intersection IN-53-03 as identified in the Clyde DCP must be constructed in accordance with the relevant Development Contributions Plan to a standard which is to the satisfaction of the Responsible Authority and VicRoads.

42. Prior to the issue of a Statement of Compliance for the 866th Lot (or unless otherwise agreed to in writing by Council and VicRoads) of this approved subdivision, the road flaring required by RD-21 in the Clyde North DCP and the intersection IN-53-04 as identified in the Clyde DCP must be constructed in accordance with the relevant Development Contributions Plan to a standard which is to the satisfaction of the Responsible Authority and VicRoads.

43. Prior to the issue of a Statement of Compliance for the 866th Lot (or unless otherwise agreed to in writing by Council and VicRoads) of this approved subdivision, the re-aligned Soldiers Road required by RD-01 (land) and RD-04 (construction) must be provided in its entirety from the northern property boundary of the site to the southern property boundary of the site with suitable connections provided to the existing Soldiers Road in the north and Thompsons Road in the south. The road must be constructed in accordance with the relevant Development Contributions Plan to a standard which is to the satisfaction of the Responsible Authority and VicRoads.

44. Prior to the issue of a Statement of Compliance for the Plan of Subdivision that creates the full extent of the Connector Street (existing Soldiers Road reservation along the eastern boundary of the site), this 31 metre wide connector street must be constructed and full access provided to lots directly fronting that road to the satisfaction of the Responsible Authority.

45. Prior to the issue of a Statement of Compliance for the relevant stage, fees must be paid to the Responsible Authority to cover the costs of ten (10) years of maintenance of the traffic signals associated with any signalised intersection, if these signals are to be delivered as part of the approved subdivision. The applicable fee is to be in line with VicRoads "Standard Requirements – Developer Funded Projects," to the satisfaction of the Responsible Authority.

46. The landscaping works shown on the approved plans for each stage must be carried out and completed or bonded 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.

47. 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.

48. 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 North

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.

Public Open Space

49. Before the Statement of Compliance is issued under the *Subdivision Act* 1988 for any stage, a public open space contribution must be provided in accordance with the Schedule to Clause 52.01 of the Casey Planning Scheme in a manner consistent with the Clyde North Precinct Structure Plan.

Filling and works

50. 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 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.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

51. 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.

52. 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

53. **Melbourne Water** conditions require that:

    (a) 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.

    (b) Polluted and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.

    (c) Prior to the certification of any stage of the development a drainage strategy must be submitted and approved by Melbourne Water, demonstrating the proposed alignment for the 1 in 5 year drainage infrastructure and overland flow paths directions for the 1 in 100 year ARI flood event. Details of the outlet connections (temporary and permanent), relevant calculations and treatment measures must be included. MUSIC models, design plans and approvals from the relevant authorities and downstream landowners must also be submitted. The development plan must be in accordance with the approved drainage strategy.

    (d) Prior to certification, the development plan must show roads on either side of the of the drainage reserve corridor to the satisfaction of Council and Melbourne Water.

    (e) Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment / approval.

    (f) 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 pipeline or 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water waterway, wetland or retarding basin whichever one is greater.

    (g) A Certified Survey plan is to be submitted for approval after the completion of filling, verifying that the specific fill levels have been achieved. This will require prior to the issue of a Statement of Compliance for the subdivision.

    (h) 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.

(i) Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual.

(j) Prior to the commencement of works, a separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council considers that it is not feasible to connect to the local drainage system. Contact the Asset Services Team on 9679 6614 for Melbourne Water's connection requirements, including payment of appropriate fees.

(k) All new lots must achieve freeboard in relation to the local overland flow paths to Council's satisfaction.

(l) Local drainage must be to the satisfaction of Council.

(m) Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

54. **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 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) Prior to Certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the *Subdivision Act* 1988.

55. **AusNet Electricity Services Pty Ltd** 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 in 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 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 the favour of "AusNet Electricity Services Pty Ltd" pursuant to Section 88 of the *Electricity Industry Act* 2000, where easements have not been otherwise provided, for all existing AusNet Electricity Services Pty Ltd

electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.

(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 executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AusNet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the *Transfer of Land Act* prior to the registration of the plan of subdivision.

(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 AusNet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

56. **APT Group** require that:

(a) Easements in favour 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.

57. **Country Fire Authority (CFA)** conditions require that:

Water Supply

(a) 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.

(b) 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 lots) and must be no more than 200m apart.

(c) Three copies of water reticulation drawings must be provided to CFA for approval.

(d) Fire hydrants must be clearly identified as specified in the Fire Services Guideline

"Identification of Street Hydrants for Firefighting Purposes".

Roads

(a) 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.

(b) The amount and location of parking facilities should not impede access of emergency vehicles (off-street parking is therefore encouraged where possible).

58. **VicRoads** require that:

(a) Unless otherwise agreed in writing by the Roads Corporation (VicRoads), before the certification of the relevant Plan of Subdivision under the Subdivision Act 1988 by the Responsible Authority that creates the intersections outlined below, the following must be submitted to the satisfaction of VicRoads:

(i) Functional layout plans (interim) showing Intersection 50-03 and 53-04 as per the Thompsons Road Precinct Structure Plan;

(ii) Functional layout plans (ultimate) showing intersections 53-03 and 53-04 as per the Thompsons Road Precinct Structure Plan.

(b) Before the relevant Plan of Subdivision that creates the VicRoads intersections and road widening as outlined below is submitted to the Responsible Authority for certification under the Subdivision Act 1988, the following amendments to the plans submitted with the application must be made:

(i) Land required for the interim intersections 53-03 and 53-04 to Thompsons Road under this permit;

(ii) Land required for the ultimate intersections 53-03 and 53-04 to Thompsons Road including flaring and ultimate grade separation arrangement for Thompson Road including flaring and ultimate grade separation arrangement for Thompsons Road including the Thompsons Road. Bells Road intersection;

(iii) Any land set aside as Road must be labelled "ROAD" on the plan of subdivision;

(iv) All land to be vested as road or reserve, for which the Roads Corporation is to be responsible, must be vested in the name of the "ROADS CORPORATION". (not VicRoads);

(v) Any land to be set aside as Reserve for which the Roads Corporation is to be the responsible must be labelled "RESERVE FOR USE OF THE ROADS CORPORATION" on the plan of subdivision.

(c) Subsequent to VicRoads approval of the functional layout plans the permit applicant is to submit to VicRoads for approval a functional state Road Safety Audit (RSA) and public lighting plan. The RSA must be undertaken by an independent VicRoads VicRoads pre-qualified road safety auditor and be conducted in accordance with Austroads – Road Safety Audit (Second Edition, 2002) requirements. Any identified issues must be addressed to VicRoads satisfaction.

Signature for the responsible authority .....

(d) Subsequent to the approval of the functional layout plans, functional stage RSA's and public lighting plans, and prior to the commencement of any roadworks on Thompsons Road required by VicRoads, the applicant shall prepare detailed engineering plans of the road works consistent with the approved functional layout to the satisfaction of VicRoads and the Responsible Authority.

(e) Unless otherwise agreed in writing with VicRoads, prior to the issues of a Statement of Compliance for any stage of the subdivision, all roadworks associated with the intersection works along Thompsons Road must be constructed in accordance with the approved detailed design plans to the satisfaction of the Responsible Authority and VicRoads and at no cost to VicRoads;

(f) No work must be commended in on, under or over the road reserve without having first obtained all necessary approvals under the Road Management Act 2004, the Road Safety Act 1986 and any other relevant acts or regulations created under those Acts.

59. **Public Transport Victoria** conditions require that:

(a) 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 North Precinct Structure Plan a concrete hard stand bus stop 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.

(b) Pursuant to Section 8 (a) of the Subdivision Act 1988 only Plans of Subdivision which contain a bus route identified within the Clyde North Precinct Structure Plan must be referred to Public Transport Victoria for Certification.

60. **APA VTS Australia (Operations) Pty Limited** conditions require:

(a) Buildings, structures, roadway, pavement, pipeline, cable, fence or any other improvement on or under the land within the gas transmission pipeline easement must not be constructed without prior consent in writing from the pipeline licensee/operator (APA VTS). No structure or vegetation will be permitted on the easement that prohibits maintenance of line of sight along the pipeline easement.

(b) Prior to the development commencing, landscape plans depicting any planned landscaping, including the planting of vegetation, species details, surface treatments, furniture, structures or improvements on or immediately abutting the gas transmission pipeline easement must be submitted to and approved by the Responsible Authority. A three metre minimum clearance between the pipeline and any vegetation with a mature

height greater than 0.5 metres must be maintained. The Responsible Authority will seek the view of the pipeline licensee / operator APA VTS in this matter.

(c) Prior to the commencement of any works within the transmission gas pipeline easement, the proponent must enter a Third Party Works Authorisation with the pipeline licensee/operator (APA VTS). Works within the easement must comply with any conditions attached to a third party works approval.

(d) Prior to the commencement of any works, including demolition, within the easement or on land within 50 metres of the transmission gas pipeline easement, a Construction Management Plan must be submitted to and approved by the Responsible Authority. The plan must:

(i) Prohibit the use of rippers or horizontal directional drills unless otherwise agreed by the operator of the gas transmission pipeline.

(ii) Avoid significant vibration, heavy loadings stored over the pipeline and Heavy vehicle / plant crossings of the pipeline within the easement.

(iii) Be endorsed by the operator of the gas transmission pipeline where the works are within or crossing the relevant gas transmission easement.

(iv) Include any other relevant matter to the satisfaction of the Responsible Authority.

The Responsible Authority must be satisfied that the gas transmission pipeline licensee (APA VTS) has reviewed and approved the Construction Management Plan. The construction management plan must be implemented to the satisfaction of the Responsible Authority. The Construction Management Plan may be amended to the satisfaction of the Responsible Authority.

Final Construction Plans

61. 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.

(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.dspec.com.au. Council's preferred format for the submission of the data is "MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid Coordiates must be MGA Zone 55 (GDA 94).

(c) Sketches of the details of the permanent survey marks.

Title Office Plans

62. The applicant must within four (4) weeks of the registration of the plans at the Land Titles Office send to the Responsible Authority:

Signature for 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

63. The recommendations within approved Cultural Heritage Management Plan No. 13622 by Archaeology at Tardis as approved by the Aboriginal Affairs Victoria on 4 December 2015 or any subsequent approved Plan, must be undertaken, prior to and during the construction of the development hereby approved.

Flora and Fauna

64. 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

65. Streets must be named to the satisfaction of the Responsible Authority prior to the certification of the relevant Plan of Subdivision.

66. 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.

67. Unless otherwise agreed in writing by the Responsible Authority, access to each lot created must be provided via a sealed road.

68. 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 agency unless funded by the Clyde North 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

69. 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.

70. 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.

71. 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.

72. 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.

73. Sale of lots affected by the temporary turnaround areas must be delayed until the road is reinstated.

Environment Management

74. 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.

75. 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.

76. 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.

77. 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.

78. The works must be managed so that the amenity of the area is not detrimentally affected, through the:

    (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.

79. Any construction stockpiles, fill and machinery must be placed away from the areas supporting native vegetation and drainage lines to the satisfaction of the Responsible Authority.

80. 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

81. 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.

82. 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.

83. The proponent must construct the outfall drainage providing a legal point of stormwater discharge to each allotment.

84. Before the development commences, drainage 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.

85. If construction works commence prior to the completion of the outfall drainage, stormwater must be retarded on the site for up to a 1 in 100 year storm event. The discharge from the site must not exceed the predevelopment flow to the satisfaction of the Responsible Authority. The developer shall be responsible for the ongoing maintenance of any temporary works.

86. Outfall drainage must be established from the site to the legal point of discharge prior to the commencement of any construction work

Reticulated Services

87. 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.

88. Any fibre optic conduits and associated infrastructure must be protected from damage to the satisfaction of the Responsible Authority.

89. Unless otherwise agreed by the Responsible Authority, ownership of any fibre optic conduits must vest in Council.

90. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.

91. 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.

92. 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.

93. 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.

94. The design of electricity and other related infrastructure must provide for alternative electricity 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

95. Land required for public open space as a local or district park, as set out in the Clyde North Precinct Structure Plan or the Clyde North Precinct Structure Plan Development Contributions Plan, must be transferred to or vested in Council at no cost to Council unless the land is funded by the Clyde North Precinct Structure Plan Development Contributions Plan.

96. 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.

97. 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.

98. 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

99. 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

100. 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 years from the date of the permit. The time specified for the commencement of any subsequent stage is ten years from the date of this permit and the time specified for the completion of each stage is five years from the date of its commencement.

Signature for the responsible authority .....

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

NOTES:

- **Council:**
  - That portion of Soldiers Road which is to remain open to traffic is required to be renamed.
  - Soldiers Road is required to be closed to traffic as illustrated on the endorsed subdivision master plan. The developer is required to initiate Road Closures processes at the appropriate time with Council Officers.
  - The Site EMP Kit is available on the City of Casey's website, www.casey.vic.gov.au
  - The starting of a subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan under Section 6 of the Subdivision Act 1988. Completion is regarded as registration of the subdivision.
  - For further information with regard to the Telecommunications Conditions above, please refer to Advisory Note 49 – Telecommunications Services & Facilities in Subdivisions available from DEPI.
  - For a copy of the allocated street numbers please contact Council's Subdivision Property Officer or download the numbering plan from SPEAR. The ongoing maintenance of the number will remain the obligation of the property owner.

- **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:
    1) 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.
    2) 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).
    3) 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).

- **Melbourne Water**
  - If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 268443.

- **VicRoads**
  - The preparation of detailed engineering design and the construction and completion of all work must be undertaken in a manner consistent with current VicRoads policy, procedures and standard and at no cost to VicRoads. In order to meet VicRoads requirements for these tasks the applicant will be required to comply with the requirements documented as "Standard Requirements – Externally Funded Projects" and any other requirements considered necessary depending on the nature of work.
- **APA Group**
  - APA VTS (formally Gasnet) has gas transmission pipelines within the vicinity related to this referral and may have conditions they wish to apply.
- **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.
- **APA VTS Australia (Operations) Pty Limited:**
  - If you are planning on undertaking any physical works on property containing or proximate to a pipeline, or are seeking details on the physical location of a pipeline, please contact Dial Before you Dig on 1100, or APA directly on APAprotection@apa.com.au
  - An early works agreement from APA is required for any assessments/approvals that require greater than 3 days assessment or supervision. Lead in times for agreements can be up to 12 weeks. Please contact APA at APAprotection@apa.com.au or 1800 103 452 to discuss this issue.
  - Any improvements within the transmission gas pipeline easement undertaken by third parties is at the risk of the proponent who will remain liable. APA will not be liable for any costs associated with the maintenance or reinstatement of any vegetation and/or infrastructure constructed on the easement.
- **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 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: Frasers Property Australia (Residential)
C/- Reeds Consulting Pty Ltd
GPO Box 2240
MELBOURNE VIC 3001

Signature for the responsible authority .....

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.

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

04 March 2019

Frontlink Pty Ltd
C/- Reeds Consulting Pty Ltd
GPO Box 2240
MELBOURNE VIC 3001

Dear Sir/Madam

Permit No.:	**PlnA00048/16**
Address:	**Unit 1/1275 Pound Road CLYDE NORTH VIC 3978** **Unit 2/1275 Pound Road CLYDE NORTH VIC 3978** **Lot 1 TP 392956D**
Permit Allows:	**• Multi-Lot Subdivision in stages (up to 1000 lots)** **• Construction and Carry Out Works Including Roadworks within an Urban Floodway Zone and Land Subject to Inundation Overlay;** **• Creation of Restrictions; and,** **• Creation of Access to a Road in a Road Zone Category 1.**

I refer to your letter requesting an extension of the time limit on the above Planning Permit.

That the Responsible Authority extends the time by one (1) year and the subdivision authorised by the above permit must now be:

- **Started by 27 April 2020; and**
- **Completed within five years from the date of certification of the plan of subdivision.**

N.B. the starting of the subdivision is regarded by Section 68(3A) of the *Planning and Environment Act* 1987 as the certification of the plan under Section 6 of the *Subdivision Act* 1988. Completion is regarded as registration of the subdivision.

A copy of the planning permit is attached for your attention.

Please check your permit to ensure all applicable requirements/conditions have been met prior to the commencement of the development and/or building permit issued.

Drainage plans can be submitted via Council's website portal http://www.casey.vic.gov.au/building-planning/planning-permits/lodge-engineering-plans

All other plans can be submitted to caseycc@casey.vic.gov.au for the attention of the Statutory Planning department.

Please be aware that recent changes to the *Planning & Environment Act* 1987 have removed any appeal rights to the Victorian Civil & Administrative Tribunal where Council refuses to extend a permit that is received outside of the timeframes stipulated in section 69 of the Act. **It is your responsibility to ensure that any future extension requests are received within these timeframes.** Should your extension request be received outside of these timeframes, your request will be refused and you will be required to lodge a new planning permit application which will be assessed afresh against the City of Casey Planning Scheme, if you wish to proceed with your project.

Please contact **Nick Felstead** of Council's Planning Department on telephone 03 9709 9459 if you have any queries.

Yours faithfully

Nick Felstead

Nick Felstead
Statutory Planning



Planning Certificate

PROPERTY DETAILS

Property Address: 1275 Pound Road CLYDE NORTH VIC 3978

Title Particulars: Vol 4024 Fol 689

Vendor: FRONTLINK PTY LTD

Purchaser: N/A

Certificate No: 66336059
Date: 04/02/2021
Matter Ref: 307372-00189
Client: Russell Kennedy

MUNICIPALITY

CASEY

PLANNING SCHEME

CASEY PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

THE MINISTER FOR PLANNING / CASEY CITY COUNCIL

ZONE

PART URBAN FLOODWAY ZONE;

PART URBAN GROWTH ZONE - SCHEDULE 3;

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: PART LAND SUBJECT TO INUNDATION OVERLAY

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58; THIS LAND MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION. FURTHER INFORMATION CAN BE OBTAINED BY VISITING THE FOLLOWING SITES: https://vpa.vic.gov.au/greenfield/growth-area-infrastructure-contribution-gaic/; https://www.planning.vic.gov.au/policy-and-strategy/planning-for-melbourne/melbourne-2030-a-planning-update-melbourne-@-5-million

PLANNING ZONE MAP

MAP IMAGE NOT AVAILABLE FOR THIS PROPERTY

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

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

City of Casey

PROPERTY INFORMATION REQUEST

BUILDING SURVEYING SERVICES
Building Regulations 2018– Part 51 (1 & 2)

Search Date: 17 February 2021

SAI Global
PO Box 447
SOUTH MELBOURNE VIC 3205

Certificate Number: **CerB/C036266**

Your Reference: **66336059**

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	1275 Pound Road CLYDE NORTH VIC 3978
Legal Description	Lot 1 TP 392956D

Part 51 (1)

Building particulars under Council records for the last ten years

Building Permit No.	Date Issued	Description of Works	Final/Occ Certificate Issue Date	Occupancy Permit No.

Council has no record of any building permits having been issued for this property within the last 10 years.

- The property **is not** subject to any notices and / or orders or the like under the Building Act 1993.

Part 51 (2)

Land Liable to Flooding prone. Reg 153	**YES**	Designated land or works. Reg 154	**YES**
Designated as subject to Attack by Termites. Reg. 151	**YES**	Designated as subject to Significant Snowfalls. Reg 152	**NO**
Designated Bushfire Prone areas. Reg 155		**Refer to Land Channel website http://services.land.vic.gov.au/maps/bushfire.jsp**	
Bushfire Attack Level specified in Planning Scheme Reg. 156		**NB: These have not yet been specified in Councils Planning Scheme**	

Notes

1. Requests for information on Planning, Engineering, Drainage and Health Department matters should be referred directly to those departments.

2. City of Casey cannot warrant the accuracy of information provided in respect of regulation 231 (2) and 64 (1), as it relies on information provided to it by others. It is noted that the Owner may choose to obtain a complete record of the building permit documentation from Council (subject to availability of records and payment of applicable application fee) or by contacting the relevant building surveyor that was engaged for the issue of the building permit.

3. The information supplied here is correct as at the above-mentioned date.

4. The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Building Surveying Services Date 17 February 2021

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
City of Casey

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C029519 Issue Date: 22 July 2021
Your Reference: 307372-00196

SAI Global - Rates Web Certificates
PO Box 447
SOUTH MELBOURNE VIC 3205

Property Number:	162572
Property Address:	1275 Pound Road CLYDE NORTH VIC 3978
Property Description:	Lot 1 TP 392956D
Land Area:	1347600 sqm

Valuation Date	1/07/2021	**Effective Date**	1/07/2021
Site Value	$74,100,000		
Capital Improved Value	$74,100,000		
Net Annual Value	$3,705,000		

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	189,058.37	
Current Year`s Garbage Charge	377.00	
Current Year`s Fire Service Levy	4,485.90	
Current Rates Year`s Charges - SUB TOTAL		193,921.27
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Costs Pursuant to Sec 225-227 LGA 1989 4801535	902.00	902.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		$194,823.27

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 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/C029519**.

Trevor Riches
Team Leader Rates and Valuations

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

This property has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Electronic Payments

BPAY
Biller Code: **8995**
Ref: 01625726

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

SAI GLOBAL - PSP
E-mail:
authority@property.saiglobal.com

Statement for property:
LOT 1 1275 POUND ROAD BERWICK 3806
1 TP 392956

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53C//12995/1	69363698:105325524	22 JULY 2021	39404747

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

Melbourne Water Corporation Total Service Charges	01/07/2021 to 30/09/2021	$79.30

(b) By South East Water

Subtotal Service Charges	$79.30
Arrears	$454.30
TOTAL UNPAID BALANCE	$533.60

- 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.

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

2. Encumbrance Summary

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

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

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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

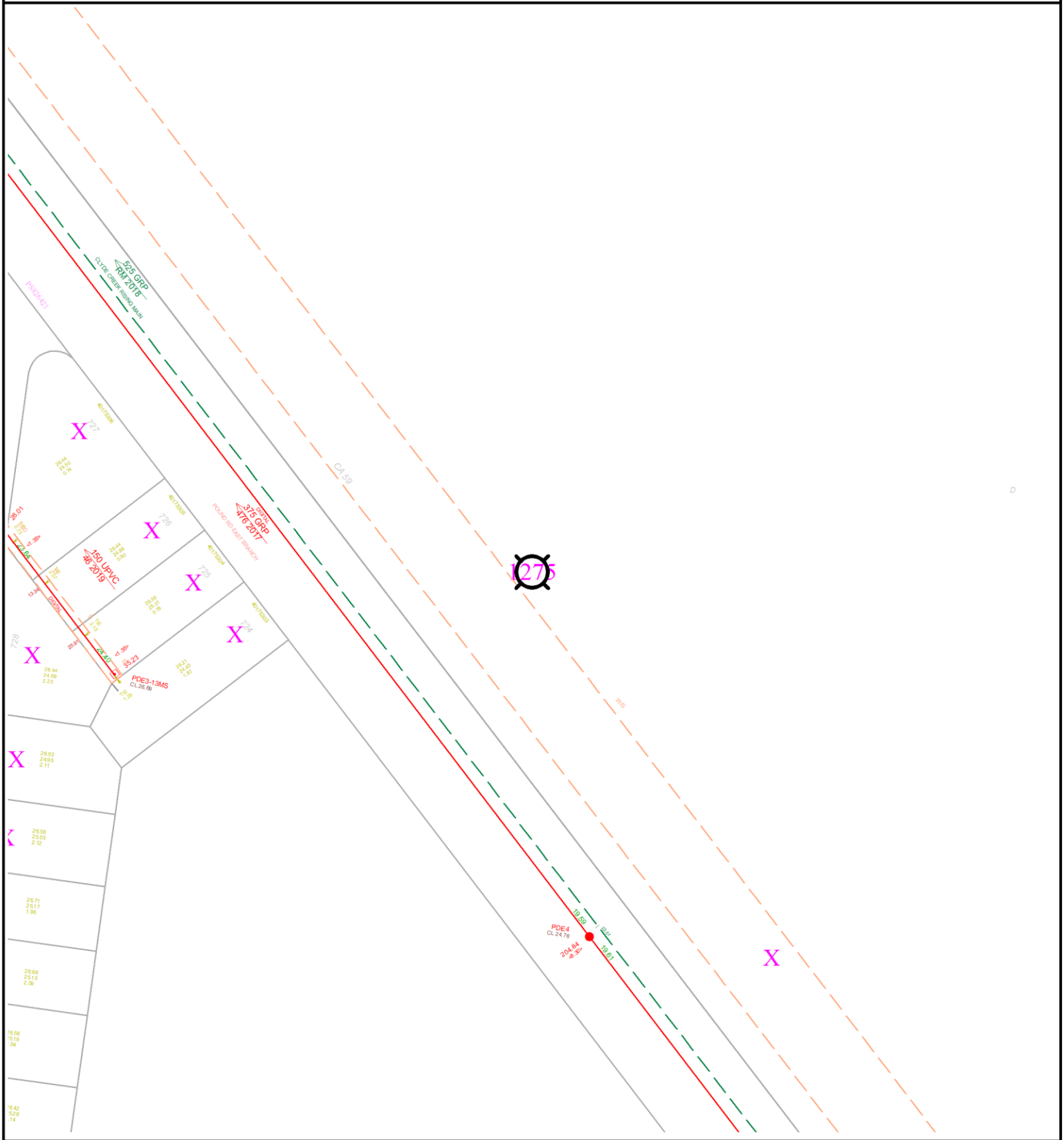
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 1 1275 POUND ROAD BERWICK 3806

Case Number: 39404747

20 0 20 40
Scale in Metres

Date: 22JULY2021



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	225 VC / 280 MOR Direction of Flow	<1.0> Offset from Boundary

Melbourne Water Assets

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

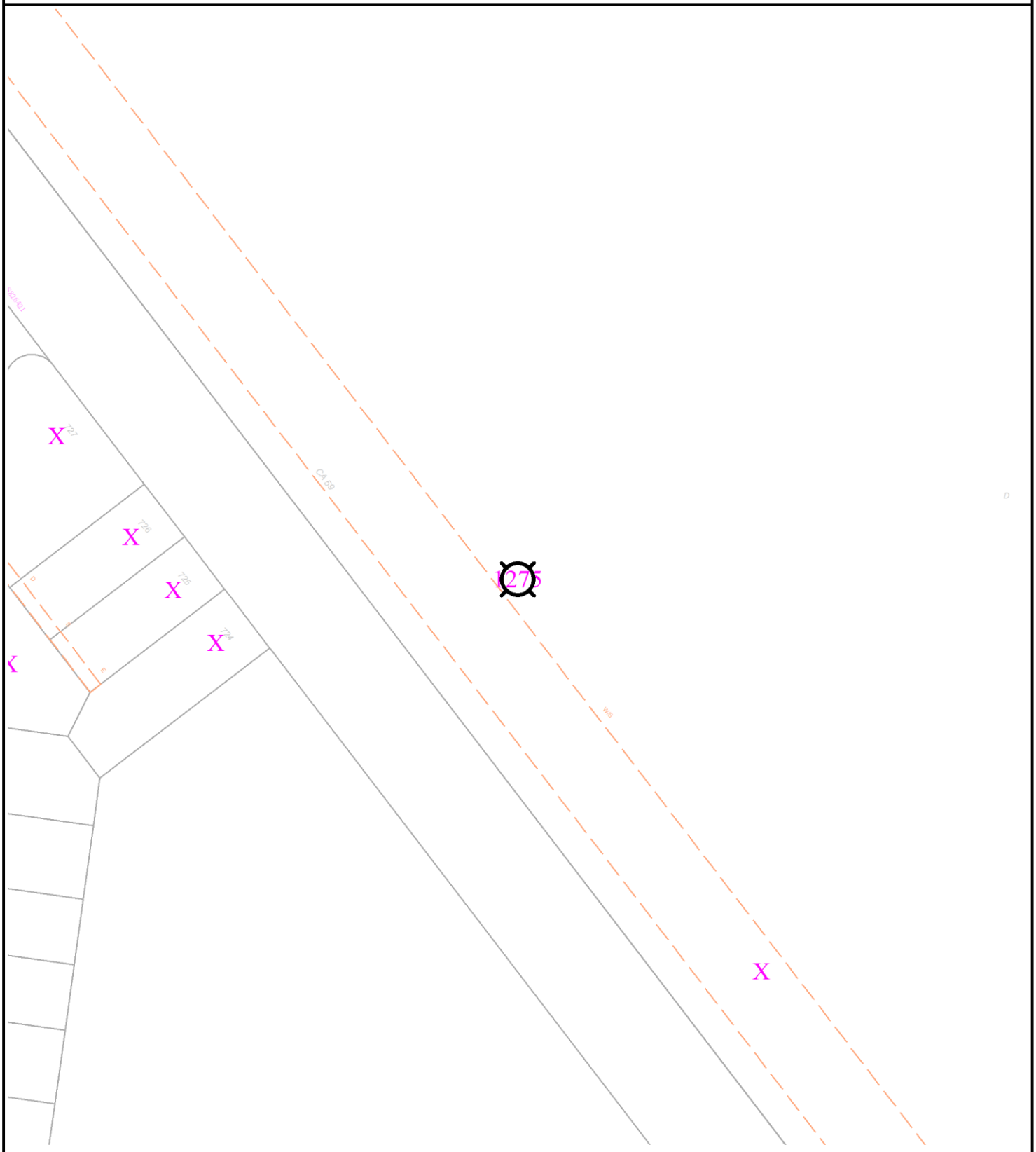
ASSET INFORMATION - WATER

Property: Lot 1 1275 POUND ROAD BERWICK 3806

Case Number: 39404747

20 0 20 40
Scale in Metres

Date: 22JULY2021



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

LEGEND

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

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

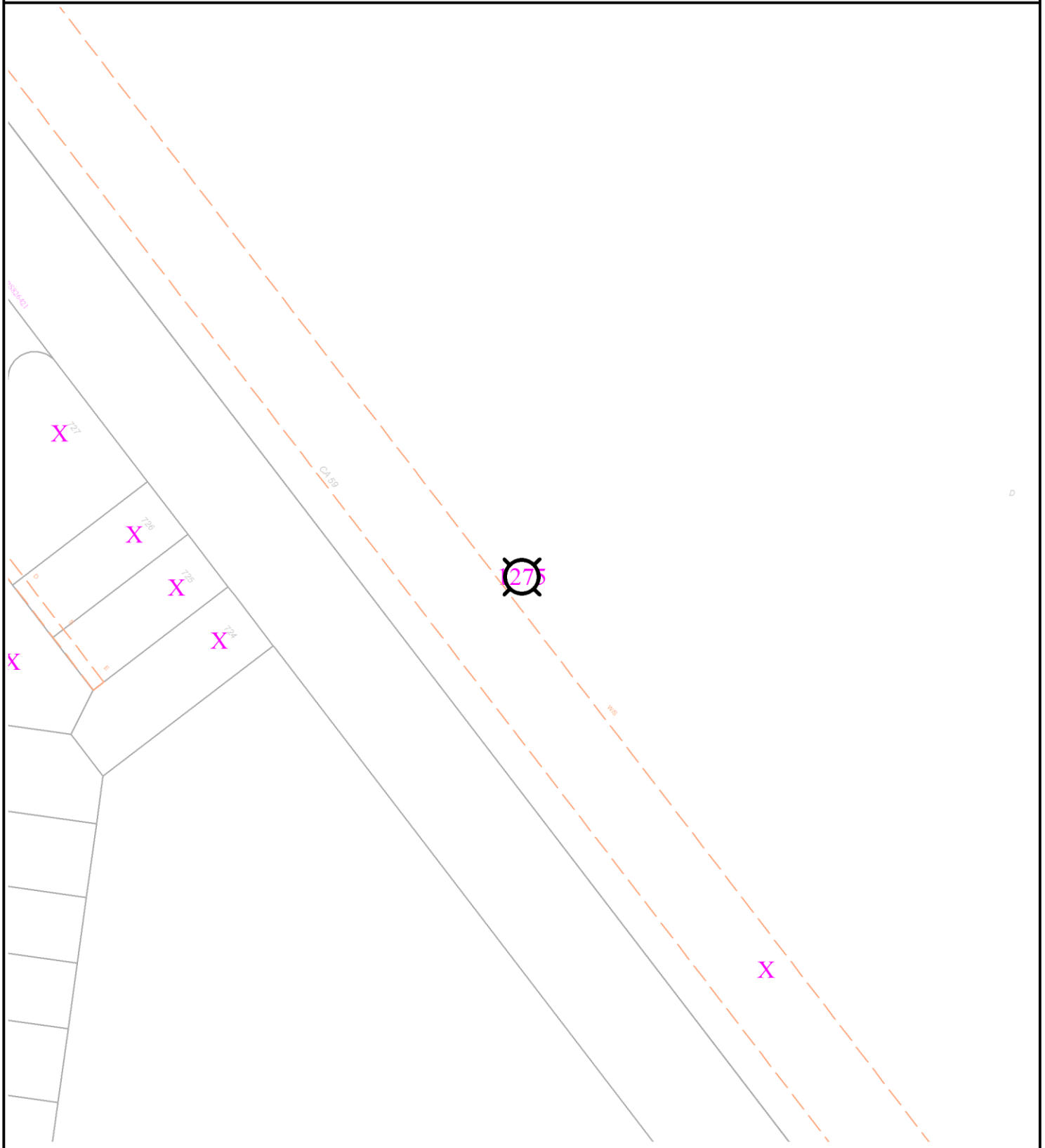
Property: Lot 1 1275 POUND ROAD BERWICK 3806

Case Number: 39404747

20 0 20 40

Scale in Metres

Date: 22JULY2021



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
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

RUSSELL KENNEDY VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	66336059:101237857
Certificate No:	41879981
Issue Date:	04 FEB 2021
Enquiries:	JXO7

Land Address: 1275 POUND ROAD CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47149871	1	392956	4024	689	$2,861,287.65

Vendor: FRONTLINK PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
FRONTLINK PTY LTD	2021	$71,700,000	$1,582,383.00	$0.00	$1,582,383.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
FRONTLINK PTY LTD	2020	$1,278,904.65	$0.00	$1,278,904.65

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:	$71,700,000
SITE VALUE:	$71,700,000
AMOUNT PAYABLE:	**$2,861,287.65**

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

Certificate No: 41879981

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 = $1,570,725.00

Taxable Value = $71,700,000

Calculated as $24,975 plus ($71,700,000 - $3,000,000) multiplied by 2.250 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 41879981

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: 41879981

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



Roads Certificate

PROPERTY DETAILS

Property Address: 1275 Pound Road CLYDE NORTH VIC 3978

Title Particulars: Vol 4024 Fol 689

Vendor: FRONTLINK PTY LTD

Purchaser: N/A

Certificate No: 66336059
Date: 04/02/2021
Matter Ref: 307372-00189
Client: Russell Kennedy

MUNICIPALITY

CASEY

ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL 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.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

EPA Priority Sites Register Extract

Client: Russell Kennedy
DX: 494 Melbourne

Client Ref: 307372-00189
Certificate No: 66336059:101237861

Property Inquiry Details:

Street Address: 1275 POUND Road
Suburb: CLYDE NORTH
Map Reference: Melways Edition 39, Map No:131, Grid Letter: E, Grid Number: 11

Date of Search: 03/02/2021

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, 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 date last notified by the EPA.

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 that are 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. 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 information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:
EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: 1300 372 842 Email:foi@epa.vic.gov.au

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.

SAI Global Property Division Pty Ltd ACN 089 586 872
Level 20, 535 Bourke Street, Melbourne 3000 T: 1300 730 000 E: epropertysupport@saiglobal.com

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 03 February 2021 08:59 AM

PROPERTY DETAILS

Lot and Plan Number:	**Lot 1 TP392956**
Address:	**1275 POUND ROAD CLYDE NORTH 3978**
Standard Parcel Identifier (SPI):	**1\TP392956**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**162572**
Planning Scheme:	**Casey** Planning Scheme - Casey
Directory Reference:	**Melway 131 E11**

UTILITIES

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

View location in VicPlan

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**BASS**

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

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PLANNING PROPERTY REPORT

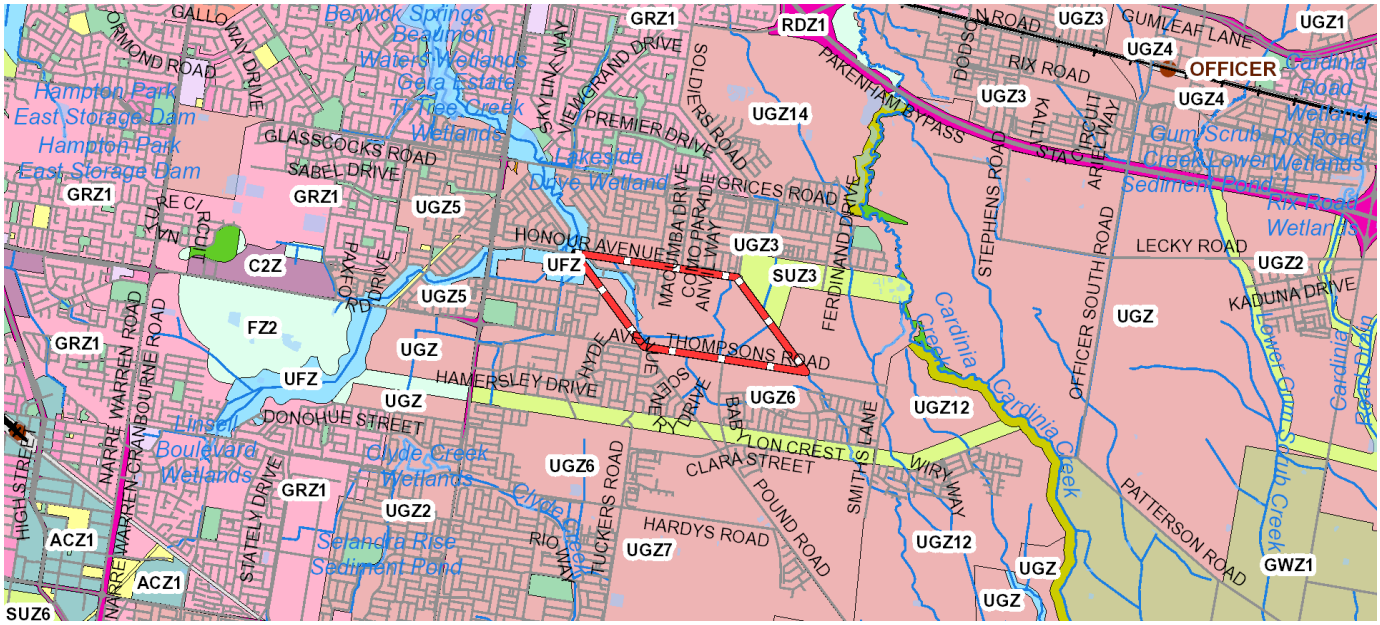
Planning Zones

URBAN FLOODWAY ZONE (UFZ)

SCHEDULE TO THE URBAN FLOODWAY ZONE (UFZ)

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)



ACZ - Activity Centre	C1Z - Commercial 1	C2Z - Commercial 2
FZ - Farming	GRZ - General Residential	GWZ - Green Wedge
LDRZ - Low Density Residential	PCRZ - Public Conservation and Resource	PPRZ - Public Park and Recreation
PUZ1 - Public Use-Service and Utility	PUZ2 - Public Use-Education	PUZ4 - Public Use-Transport
PUZ6 - Public Use-Local Government	RCZ - Rural Conservation	RDZ1 - Road-Category 1
RDZ2 - Road-Category 2	RGZ - Residential Growth	SUZ - Special Use
UFZ - Urban Floodway	UGZ - Urban Growth	Railway line
Railway station	Water area	Water course

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

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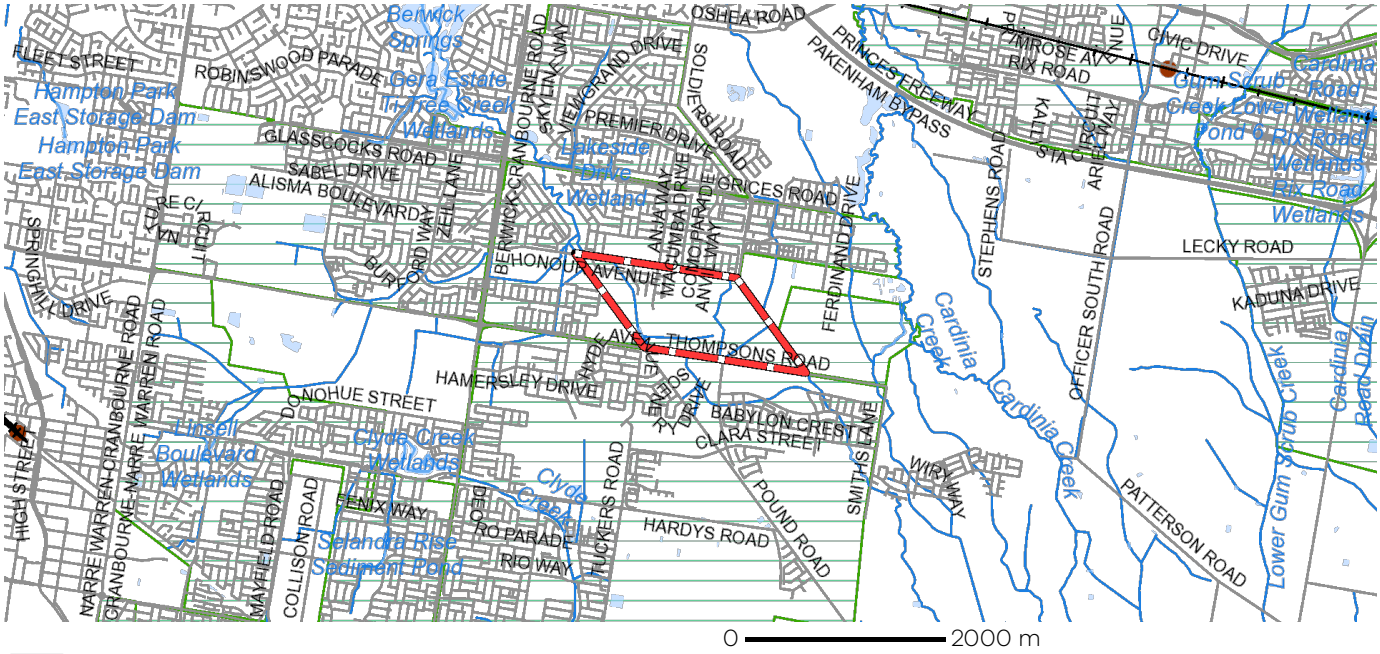
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

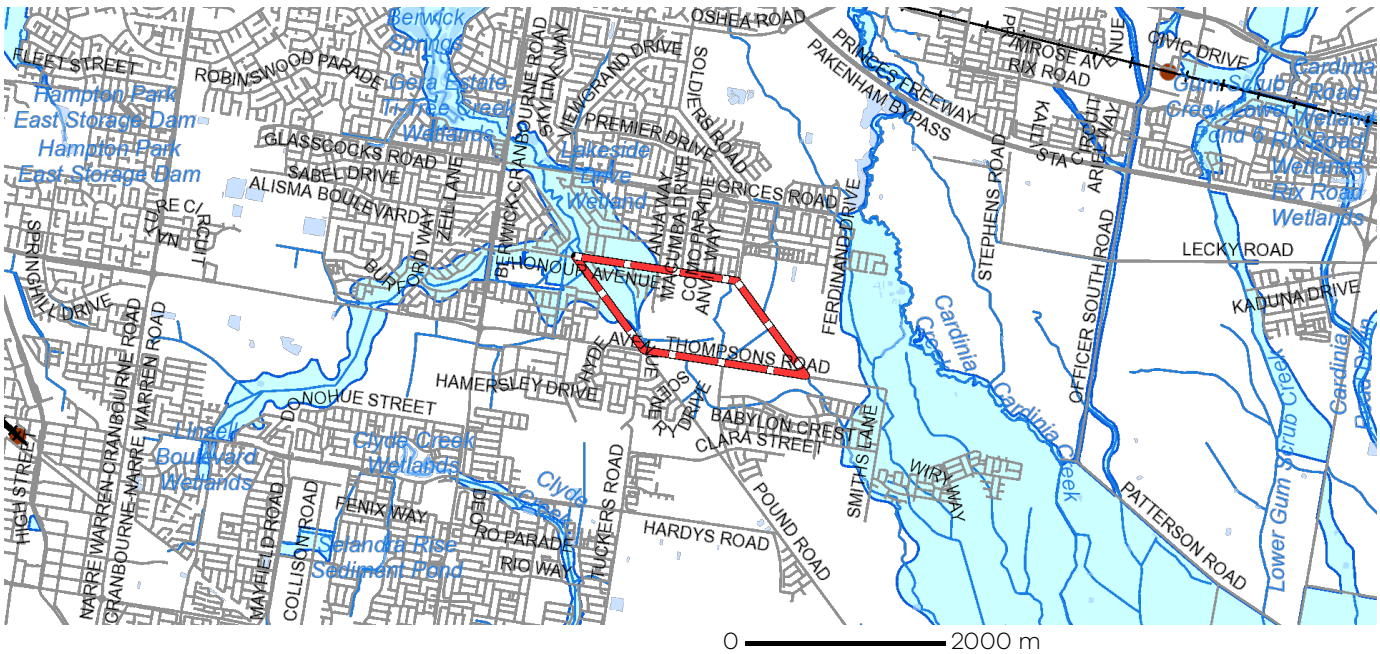
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 (DCPO13)



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

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PLANNING PROPERTY REPORT

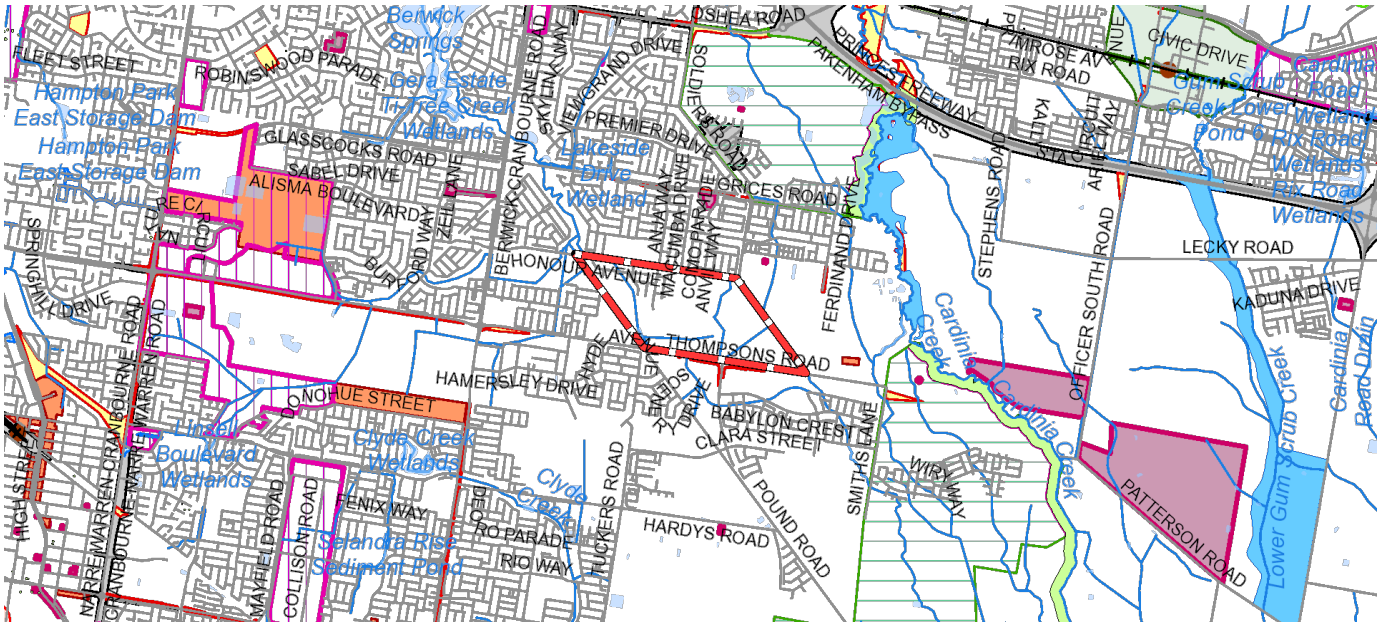
Environment, Land, Water and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)
DEVELOPMENT PLAN OVERLAY (DPO)
ENVIRONMENTAL AUDIT OVERLAY (EAO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
FLOODWAY OVERLAY (FO)
HERITAGE OVERLAY (HO)
INCORPORATED PLAN OVERLAY (IPO)
INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)
PARKING OVERLAY (PO)
PUBLIC ACQUISITION OVERLAY (PAO)
SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SPECIAL BUILDING OVERLAY (SBO)
SPECIFIC CONTROLS OVERLAY (SCO)



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

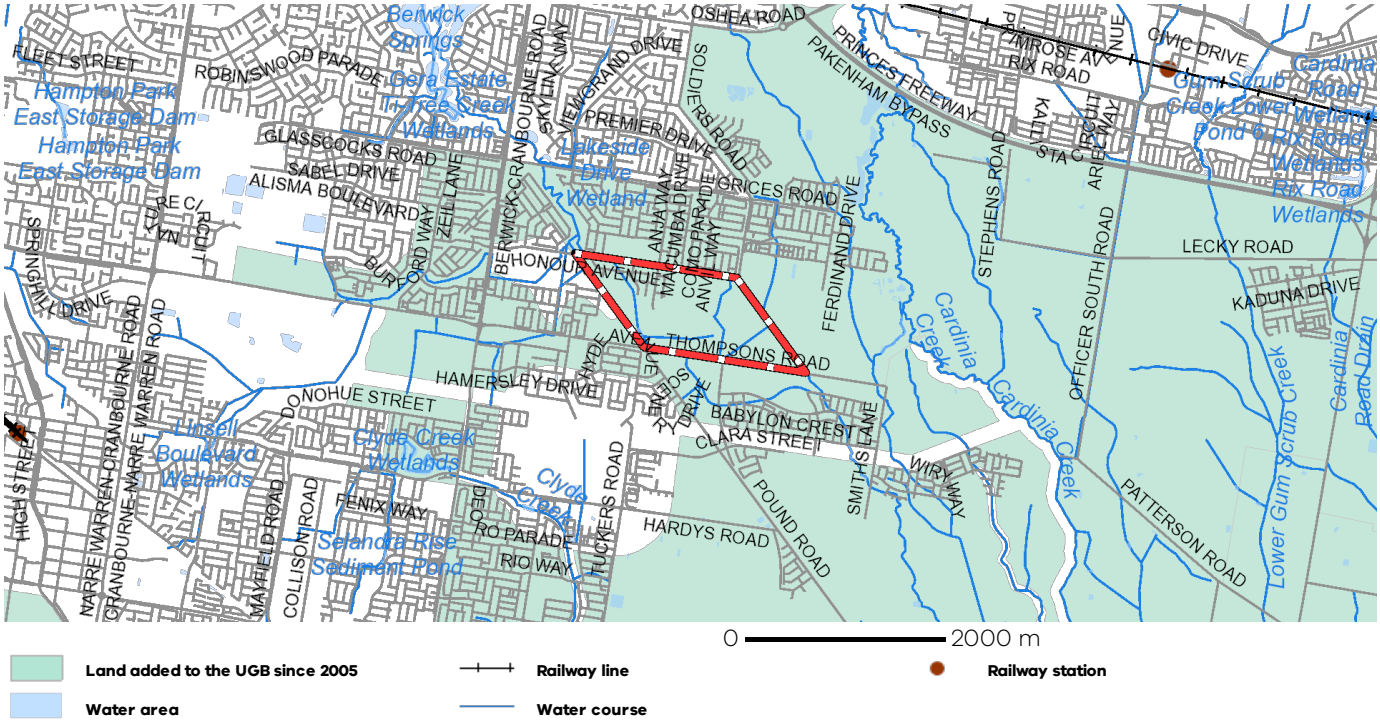
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PLANNING PROPERTY REPORT

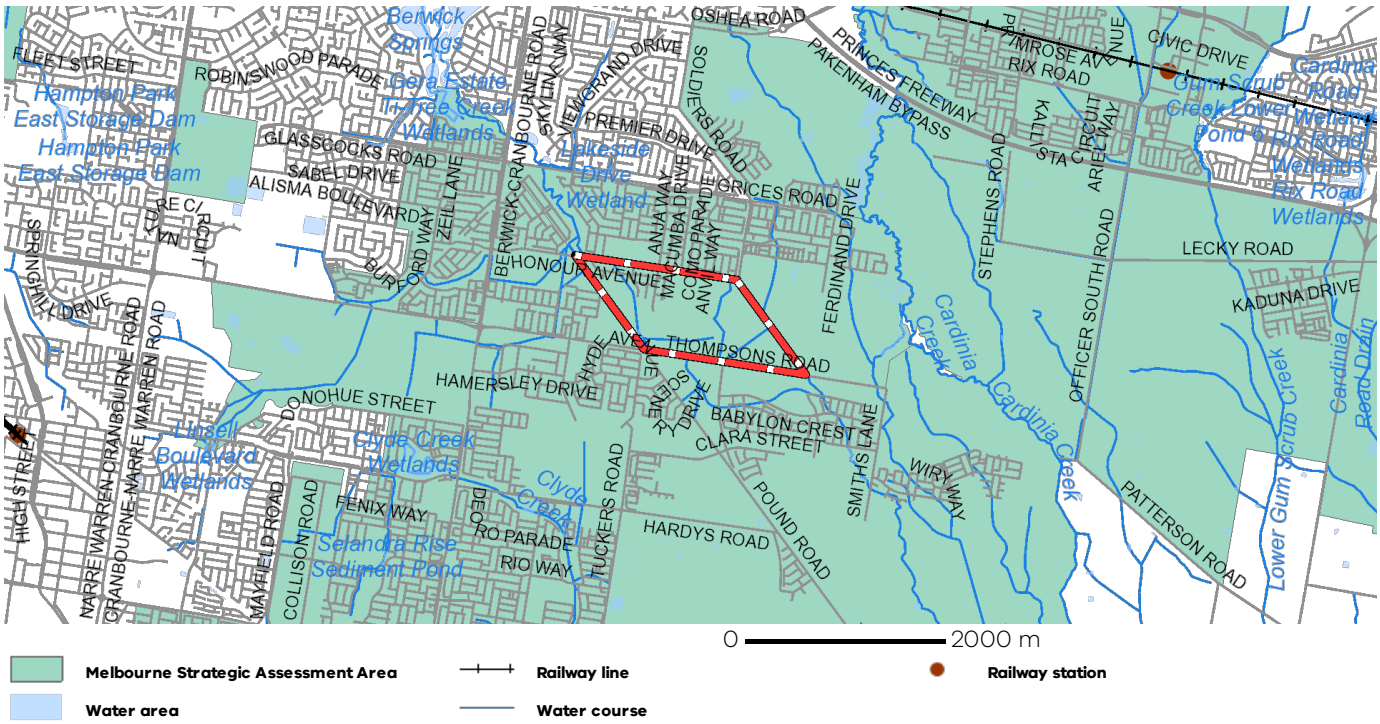
Growth Area Infrastructure Contribution

This parcel is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Melbourne Strategic Assessment

This parcel 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



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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel 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.

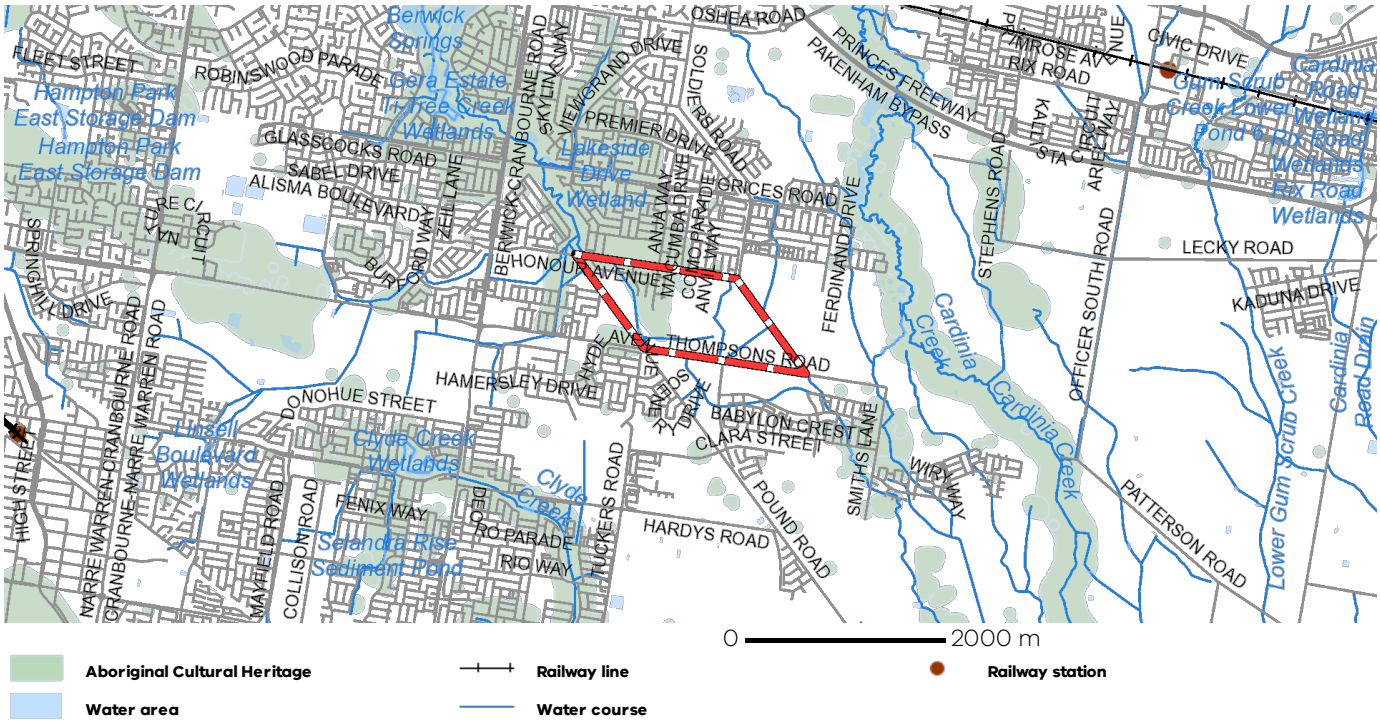
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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



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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 28 January 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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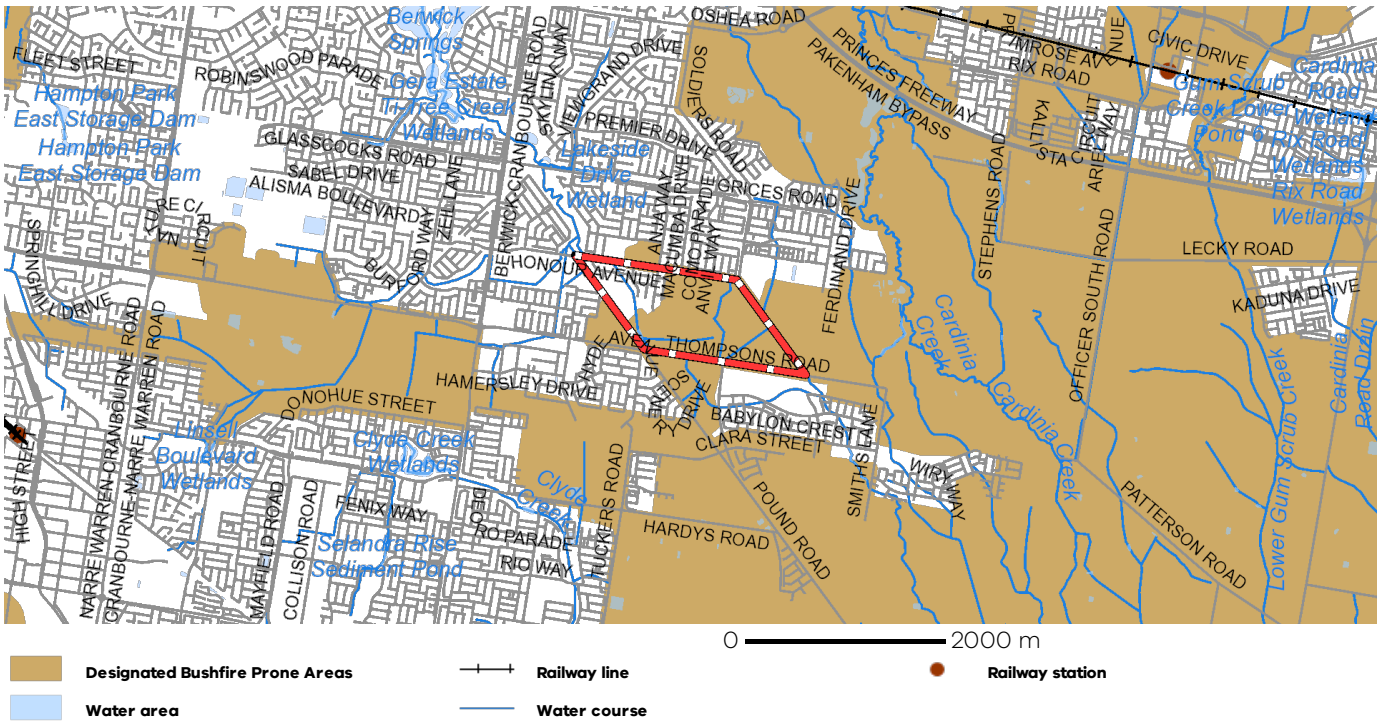
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

This parcel 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

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Catchment and Land Protection (Section 90)

SAI Global Property
PO BOX 447
SOUTHBANK 3205

CERTIFICATE

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

YOUR REF: 67568009

CERTIFICATE NO: **47747798**

This Certificate is issued for the following property:

PROPERTY ADDRESS:		**1275 Pound Road, Clyde North**
PROPERTY DESCRIPTION:	Lot/Plan:	**Lot 1 TP392956D**
	Crown Description:	
	Volume/Folio:	**4024/689**
	Directory Reference:	**131 C10, 131 D10, 131 E10, 131 F10, 131 G10, 131 H10, 131 G12, 131 G11, 131 F12, 131 F11, 131 E12, 131 E11, 131 D11, 131 H12, 131 H11, 131 J12, 135 J1**

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

Catchment and Land Protection (Section 96)

By Authority
Secretary to the Department of Environment, Land, Water & Planning

DATED: 19/04/2021

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

State Government
VICTORIA

Australian Government
Australian Taxation Office

THE TRUSTEE FOR NATALIE MONDOUS FAMILY TRUST
C/o KAMEEL MONDOUS
1B / 4 ROCKLEA DRIVE
PORT MELBOURNE VIC 3207

Our reference: 2410516857713
Phone: 13 28 66

3 February 2021

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.

Reference number	2410516857713
Vendor name	FRONTLINK PTY LTD ATF THE NATALIE MONDOUS FAMILY TRUST
Vendor address	1B / 4 ROCKLEA DRIVE PORT MELBOURNE VIC 3207
Clearance certificate period	1 February 2021 to 1 February 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- **13 28 66** if located in Australia, or
- **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

28903

SECTION 1 – Applicant Information

Name of applicant:

Mr SAIG Property

Organisation:

SAI Global

Postal address:

PO BOX 447 SOUTHBANK, VIC 3006
SOUTHBANK
VIC 3006

Telephone number:	Email address:	Customer Reference No.
1300 730 000	epropertysupport@saiglobal.com	66336059:101237862

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

1/TP392956D

Crown References:

Title References (Volume / Folio) :

4024/689

Street Address:

1275 POUND Road
CLYDE NORTH VIC 3978

Other description:

Directory Reference:	Directory:
	VicRoads

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land? *Please see attached Aboriginal Place report.*	Yes
Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).	Yes
Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?	No
Does a stop order exist in relation to any part of the nominated area of land?	No
Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?	No
Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?	No

Signed:

Date: 08/Feb/2021

Oona Phillips
Senior Heritage Registrar
Aboriginal Victoria

SECTION 4 – Terms & Conditions

Terminology
In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register
Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act* 2006, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act* 2006 to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act* 2006.

Specific conditions of advice provided from the Register for an application under s.147
The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information
Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar
Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information
We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright
We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act* 1968 (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer
The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity
You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law
These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure
Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity
You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at
https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html

1275 POUND ROAD CLYDE NORTH

Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Type
7921-1038	THOMPSON RD 1	7921-1038-1	Artefact Scatter
7921-1175	CLYDE NORTH PRECINCT STRUCTURE PLAN 6	7921-1175-1	Artefact Scatter
7921-1176	CLYDE NORTH PRECINCT STRUCTURE PLAN 7	7921-1176-1	Artefact Scatter

Total Components **3**
Total Registered Places **3**

STATE REVENUE OFFICE
PLANNING AND ENVIRONMENT ACT 1987

Growth Areas Infrastructure Contribution
Certificate

Certificate Id: 12240

Issue date: 18 February 2021

PART 1 – DETAILS OF APPLICANT

Russell Kennedy
c/- SAI Global Property

PART 2 - LAND DETAILS

Land Address:	1275 Pound Road Clyde North 3978
Details of Land Title:	
Lot / Plan:	Lot 1 / TP392956D
Volume / Folio:	4024 / 689
Municipality:	Casey
Land Type:	Type A
Land Area:	135.05636 ha (GAIC area 127.07453 ha)

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is **$12,609,605.61**

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at **www.sro.vic.gov.au**).
- GAIC is calculated on a per hectare or part thereof basis.
- 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 in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
- has been deferred,
- is subject to a staged payment approval,
- is affected by a work-in-kind agreement, or
- the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).

- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
- A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was $80,000 per hectare. The rate for type B-1, B-2 and C land was $95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997.*

For more information please contact:

State Revenue Office – GAIC enquiries **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 25, 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



Mondous PROPERTY AUSTRALIA

FRASERS PROPERTY

berwickwaters::

promenade village

design and siting guidelines
april 2021



berwick waters

Berwick Waters is a master planned residential community that is being designed and developed by Frasers Property Australia and Mondous Property Australia. In order to protect your investment, we require that the development of homes maximises a high level of design and quality.

These guidelines deal with the planning and development of vacant residential lots at Berwick Waters, located within the City of Casey.

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1.1 purpose

The principal aim of these Design Guidelines ("Guidelines") is to create a coherent vision for the Berwick Waters community.

Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to help ensure all homes at Berwick Waters are built to a high standard whilst encouraging a variety of housing styles and compatibility with the streetscape.

The Guidelines will assist in providing you with peace of mind and help protect your investment.

1.2 the value of design

Each individual house design should contribute to the surrounding environment and the estate in a positive way.

Owners are encouraged to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the estate.

Building Envelopes have been designed for all allotments over 300sqm to ensure homes are appropriately sited with setbacks and height controls to help limit overlooking and overshadowing. These can be found in the Memorandum of common provisions in your contract of sale. Lots 300sqm and under are subject to the Small Lot Housing Code as designated on the Memorandum of common provisions.

1.3 operation

The Design Assessment Panel ("DAP") will be responsible for the review and approvals of your house plans.

All proposed building works including houses, garages, outbuildings and fencing are required to be approved by the DAP in relation to these Guidelines prior to seeking a Building Permit. In considering design, the DAP may exercise discretion in limited circumstances to waive or relax a requirement.

However, it is important to note that Covenants or Restrictions on the Memorandum of common provisions cannot be changed by the DAP and therefore must be adhered to at all times.

1.4 timeliness of application

We recommend obtaining your house plan approvals and building permit promptly as this will provide you with the most flexibility with your design. After houses are built adjacent to your block the Building Regulations will then be applicable and may impact your proposed house design.

1.5 landscaping construction

To help establish pleasant streetscapes, your landscaping works should be completed within 6 months of Certificate of Occupancy.

2. approval process

The following steps outline the process to construct a house at Berwick Waters.

step 1 awareness

Homes must be designed in accordance with the Guidelines.

step 2 submission

Designs are to be submitted in duplicate to DAP for approval as follows:

- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Roof plan
- Schedule of external materials
- Completed Check List (refer Appendix A of Guidelines)
- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - building envelope
  - external features including driveways, paths, fencing and outbuildings
  - landscaping

step 3 approval

When all documents are submitted (refer Appendix A) and meet compliance, allow approximately 10 working days for approval.

Not Approved

Approved

step 4 re-submission

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans can be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or detailed in an accompanying letter.

step 5 building permit

Before you apply for a Building Permit you must first gain approval of your house design from the DAP. A Building Permit can be applied for from the City of Casey or a Private Building Surveyor.

Note: Design approval from DAP does not exempt the plans from any building or statutory regulations. Separate approval must be obtained from the relevant authorities. Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

step 6 construction

Once a Building Permit has been obtained, and all legal and conveyancing requirements have been met, construction of your house may commence.

3. siting & orientation

3.1 considerations

Careful siting of houses and garages is important for a number of reasons:

- Ensuring best visual presentation from the street
- Maximising the benefits of solar access
- Promoting energy efficiency
- Minimising overlooking
- Respecting the privacy and amenity of neighbours

3.2 land use

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed. This excludes those lots designated for multiple dwellings or medium density housing. Refer to the Memorandum of common provisions for details of the expiry of this condition.

3.3 house orientation

Houses must face the primary frontage.

In the case of any lot where more than one boundary abuts a road, the shortest of the boundaries which abuts a road is the primary frontage and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (i.e. the corner section) shall be disregarded. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

3.4 building envelopes, setbacks from front, side & rear boundaries

3.4.1 building envelopes

Building Envelopes have been prepared for the lots in each stage at Berwick Waters and are contained within the Memorandum of common provisions. All buildings, including garages, must be contained within the Building Envelope specified for that allotment and in accordance with the profile diagrams.

3.4.2 setbacks

The following setbacks for houses and garages must be met:

(a) the front street

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back in accordance with the Building Envelope incorporated into your Memorandum of common provisions.

(b) the side & rear boundaries

The side and rear setback is also designated on the specified Building Envelope for each allotment. All houses must be set back in accordance with the Building Envelope incorporated into your Memorandum of common provisions. Where an allotment permits building to the boundary on either side, the relevant setback must be applied to the opposite side.

4. built form

4.1 architectural style

At Berwick Waters, high standards of house design will be required and a variety of styles is encouraged. Designs should be responsive to the individual attributes of the allotment, having regard to any slope or vegetation.

Designs that break the front of the dwelling into distinct visual elements will be supported. The inclusion of projections integral to the design and style of the dwellings such as verandas/porticos are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical façades may not be constructed in close proximity and identical houses must be separated by a minimum of four houses in any direction, excluding multiple dwellings and medium density housing.

4.1.1 corner and rear access lots (double & single storey)

If your home is located on a corner, its design must positively address both the front and side streets, along with any other frontage visible from public open space areas. A consistent architectural style should be used for all visible façades.

Where the DAP considers the dwelling design does not properly or adequately address the street corner and both street frontages, additional treatments may be required to obtain its approval.

- For corner and rear accessed allotments, windows that are readily visible from the street must be consistent in style and proportion. These include windows of the front elevation, on the ground floor forward of the corner fence and on the upper storey.

- A feature window must be provided at ground floor level to the secondary street frontage of your home within the first 4m from the front façade and provide a clear view to the secondary streetscape. Highlight windows are not acceptable.
- Front, side street, reserve and rear laneway facing second storey façades must incorporate a habitable room window. They should also incorporate balconies and/or additional setbacks and articulation.
- Double storey dwellings must provide variation in materials between the upper and lower storeys to articulate the corner of both façades.
- Articulation of some form is required to the upper floor side street elevation.
- Double storey homes on corner lots must have a minimum 20% glazing to the upper floor that faces the secondary frontages, measured as an area of the upper floor wall elevation.
- Upper floor windows facing a side street are to be clear glass only.
- Design elements such as verandahs, detailing, feature windows and materials, used on the primary frontage, must continue on that part of the secondary frontage visible to the public realm.



Double Storey Corner Treatment. Credit: Porter Davis

4.2 fibre to the home

Fibre to the Home ('FTTH') will be provided to parts or all of the development. Due to the provision of FTTH throughout the estate, new technology is employed and as a result the wiring within your house needs to accommodate the fibre as part of its construction. This is something that will need to be addressed as part of the house design, and we therefore recommend that you raise this issue with your builder as part of the design process.

The fibre network has the capability to deliver free-to-air television and some pay TV, therefore you will not require an external television antenna on your roof for these services.

OptiComm Co Pty Ltd has been selected as the infrastructure services provider for fibre for the development. Refer to their web site for services and retail service providers (www.opticomm.net.au). When you've received your Certificate of Occupancy (or 4 weeks before you move in) you will need to call OptiComm to arrange connection to your home.

4.3 external materials

The materials of the walls and roofs of houses will have a major impact on the visual quality of Berwick Waters. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest.

Thoughtful selection of materials will achieve a degree of visual harmony between houses. For these reasons, purchasers are requested to submit roof and wall materials for approval, based on the following criteria:

- At least 50% of the external walls (excluding windows) of all dwellings (including garages and carports) must be constructed of brick, brick veneer, stone, masonry or masonry veneer.
- The external walls of all other usual outbuildings must be constructed of brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal.

4.4 dwelling size

The minimum dwelling size will be stated as a Restriction on the Memorandum of common provisions. Site coverage shall be in accordance with the building regulations.

4.5 energy efficiency

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliances and systems, will save a great deal of energy. Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features that work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Berwick Waters must achieve at least a 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System. A 6 Star Energy Rating certificate will not be required prior to DAP approval; however a certificate will be required prior to obtaining a Building Permit.

It is recommended that the minimum Energy Rating be checked with the relevant authority at the time in case there has been a revision of the standard required by the authority.

4.6 roofs

Roofing form and controls are to provide visual interest and enhance the building design. All roofs must be constructed of masonry, terracotta or coloured non-reflective metal roofing material.

4.7 garages and carports

The garage and family car(s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house.

All homes must allow for double garage car accommodation where the primary frontage of the allotment is 12.5m or greater.

Garages must be constructed within the Building Envelope and:

- Where the Building Envelope is set back 4 or more metres from the primary frontage, the garage must be sited a minimum of 5.5 metres from the primary frontage;
- Where the Building Envelope is set back 3 metres from the primary frontage, the garage must be sited a minimum of 5 metres from the primary frontage; except in specific instances where the Building Envelopes identifies lots as having an alternative garage setback whereby garages on those lots must not be setback between 3 and 5 metres from the primary frontage.

Garage openings must not occupy more than 40% of the width of the primary frontage, unless the dwelling is two or more storeys and on an allotment with an area between 250 to 300 square metres, in which case the garage opening must not exceed 30% of the area of the front façade of the dwelling. The area of the front façade will be measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling.

Where a garage is located on a side boundary the garage must not be built forward of the building envelope.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage door is a major visual element of the streetscape and doors facing the street must be of a colour that complements the house. No roller doors are permitted to the front façade. Where the sides of the garages are constructed facing a street the side of the garage facing the street may be softened by landscaping or alternatively by the inclusion of a window (or windows) in that side wall. Carports can only be constructed if they are not visible from the street.

5. external considerations

5.1 access and driveways

Driveways are a major visual element at Berwick Waters and should be constructed using materials that blend with or complement the dwelling textures and colours.

Only one driveway will be permitted for each lot, unless there are special circumstances, which will be considered by the DAP.

If a new driveway is constructed to match the house design, the existing driveway must be removed at the time the new driveway is constructed.

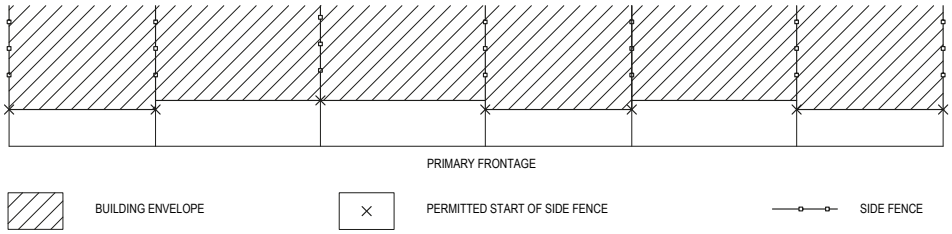
Driveways to all allotments must be set back a minimum of 0.5 metre from the side boundary to allow for landscaping along the length of the driveway.

Recommended paving materials include stone, brick, exposed aggregate or coloured concrete. All driveways must be completed prior to anyone moving into the house.

5.2 fences

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types.

To enhance the park-like character of the estate, front fencing will not be permitted. On side boundaries, no fencing is permitted between the primary frontage and the front of the Building Envelope that is the closer to the primary frontage of the adjoining allotments.



All side and rear fences are to be constructed of timber palings with a timber cap across the top, exposed timber posts on both sides of the fence, and to a height between 1.8 and 2.0 metres, including capping (excluding a screen required for overlooking purposes).

For corner lots where the lot depth (excluding the corner lot splay) is:

- greater than 21 metres, the fence located on the secondary frontage must terminate a minimum 6 metres behind the front façade;
- 21 metres or less, the length of the fence located on the secondary frontage must not exceed 60% of the depth of the lot (excluding the corner splay) taken from the rear boundary towards the primary frontage.

All fences located on the secondary frontage, regardless of the lot depth, must return to the dwelling at 90 degrees at the point of termination of the side fence.

5.3 water saving initiatives

Berwick Waters is committed to saving water and encourages all residents to consider water saving initiatives in the home including:

- Front loading washing machine (AAAA rating or greater)
- Dishwasher (AAAA rating or greater)
- Garden with native plant species, or other appropriate drought tolerant plants
- Rainwater to infiltrate into the garden as opposed to draining out to the stormwater system
- Garden irrigation drip system (rather than sprayers)

Recycled water is mandated through the development. South East Water requirements for supply are to be complied with; please speak to your builder about this.

5.4 general

External fixtures must adhere to the following principles and the location must be noted on plans to be submitted to the DAP: Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units or similar must not be visible from the street.

Solar Water Heaters are permitted and, where possible, are to be located out of view from the primary frontage and the street abutting it. The solar panels shall be located on the roof, not on a separate frame, and the storage tanks detached and located out of view from the street frontage.

Air-Conditioning Units
Both refrigerated and evaporative air-conditioners must be positioned so that they are not visible from the primary frontage and the street abutting it. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house.

Wall mounted air-conditioners must be located below the eaves line, screened so they are not visible from the primary frontage and the street abutting it and suitably baffled to reduce noise.

Satellite Dishes will only be approved if they are not visible from the primary frontage and the street abutting it.

Rainwater Tanks must not be visible from the primary frontage and the street abutting it.

Rubbish Bins & Recycling Bins should be stored out of view from the street. Bins are to be retrieved from the street and stored away in accordance with local bylaws.

Advertising Signage is not permitted on any residential lot except when the lot is being sold after:

- the expiration of 5 years from the registration of the Plan of Subdivision, or
- completion of a dwelling, whichever occurs first.

5.5 landscaping and tree protection

General Guidelines
The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. Purchasers should make their own enquiries with the City of Casey and obtain a list of recommended vegetation.

Front Gardens
All landscaped areas between the primary frontage and the dwelling should be established within 6 months of the issuing of the Occupancy Permit to ensure that a good presentation is achieved for the local community.

Front and side nature strips are Council-owned land however the maintenance responsibility rests with the allotment owner or tenant. Any street tree located within a nature strip cannot be removed without Council approval.

After settlement, you become responsible for the maintenance of your allotment, even if no construction has begun, and we recommend keeping the allotment neat and tidy to avoid any possible Council Infringement Notices being issued to you.

appendix a: design guidelines checklist

Lot No: .....

Street Address: .....

Owner's Name: .....

Preferred Contact No: .....

Address: .....

Builder's Name: .....

Contact Name: .....

Contact No: .....

Signature of Owner/Builder (Please circle)

Date / /

Documentation required to be submitted for approval to the Berwick Waters Design Panel.

1. **Site Plan**
   Including dwelling, carports, garages and outbuildings.
   Including dimensioned setbacks from all boundaries. ☐
2. **Floor plans fully dimensioned**
   House only. ☐
3. **Elevation fully dimensioned**
   Front, rear and both sides. ☐
4. **Schedule of external materials and colours**
   Walls and roofs of house and outbuildings. ☐
5. **Fencing**
   Location, height and materials of all boundary fencing. ☐
6. **Landscape plan and planting proposal** ☐

Each box is to be ticked. Applications cannot be assessed until all of the above information is available.

Please submit the above documentation to:
Email: **FPA.Approvals@frasersproperty.com.au**
Or post:
Berwick Waters Design Approval
Frasers Property Australia
Level 9, 484 St. Kilda Road
Melbourne 3004

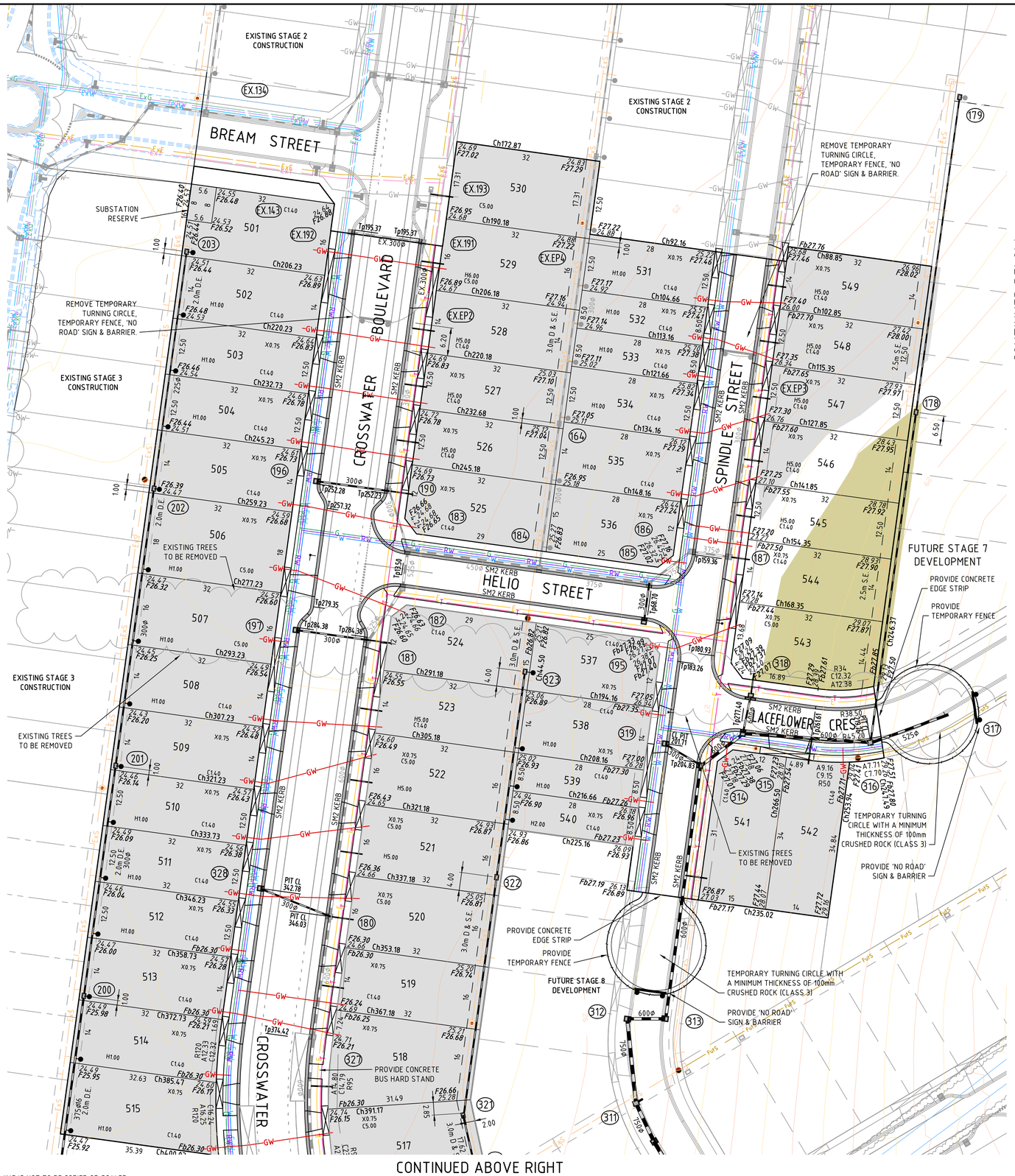
A copy of this form must be included with the lodgement of plans for approval.





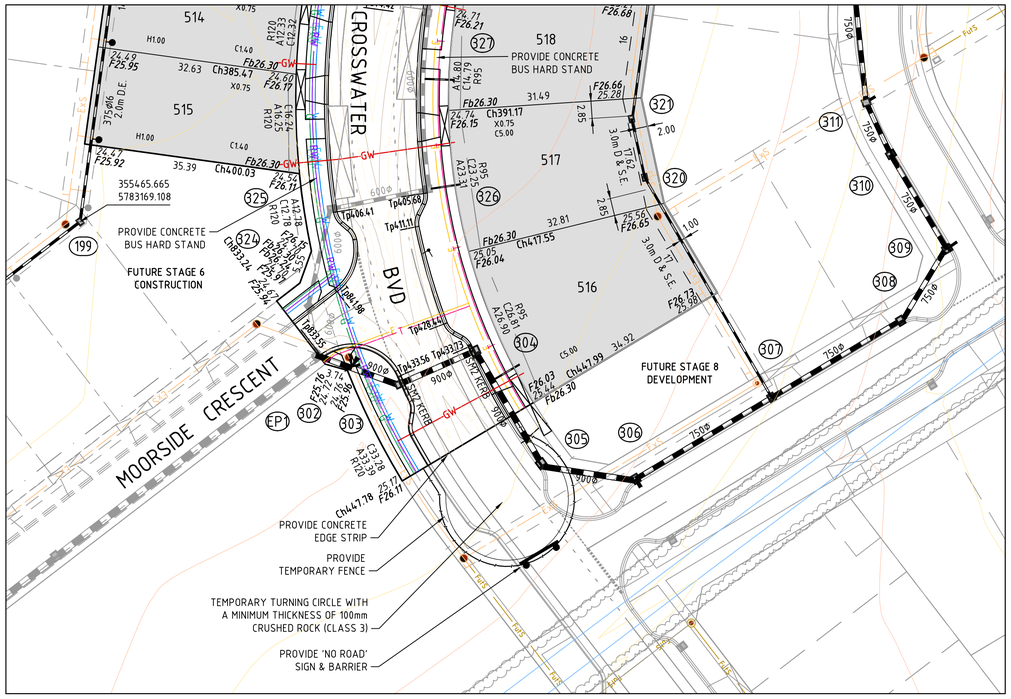
13 38 38

berwickwaters.com.au



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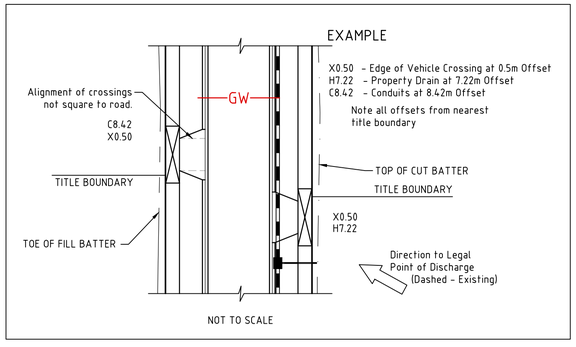
WARNING

BEWARE 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.

CONTINUED ABOVE RIGHT

LEGEND



TREES TO BE RETAINED

TREES TO BE REMOVED

CUT IN EXCESS OF 200mm

FILL IN EXCESS OF 200mm

THIS PLAN SHOWS APPROXIMATE EXTENTS OF CUT AND FILL TO BE UNDERTAKEN DURING CONSTRUCTION OF THE WORKS BASED ON THE EXISTING SITE SURFACE LEVELS AND PROPOSED FINISHED DESIGN LEVELS SHOWN.

THE EXTENT OF FILL SHOWN IS BASED ON DESIGN AND MAY BE SUBJECT TO CHANGE DURING CONSTRUCTION.

THE DEPTH OF TOP DRESSING FILL MAY VARY BY UP TO 0.15m.

PRELIMINARY PLAN ONLY
NOT APPROVED FOR CONSTRUCTION

0 5 10 20
Scale 1:500 @ A1

H:\22344\STAGE 5\CAD\DWG SET\ROAD AND DRAINAGE\22344_SR2 & 11-13.DWG

THIS DRAWING IS NOT TO BE COPIED OR SCALED

VERSION	REMARKS		
D	SUBSTATION SITE DIMENSION AMENDED	25.06.21	KM
C	BUS HARD STANDS ADDED	15.08.18	NJR
B	LEGEND REVISED	17.11.17	NJR
A	MARKETING PLAN	13.11.17	NJR

LEGEND

DRAIN, PROPERTY INLET & PIT
EX DRAIN & PIT
HOUSE DRAIN
SEWER AND MAINTENANCE HOLE
EX SEWER AND MAINTENANCE HOLE
WATER MAIN
EX WATER MAIN, VALVE & HYDRANT
GAS MAIN
EX GAS MAIN, VALVE
TELSTRA SERVICES & PITS
EX TELSTRA SERVICES & PITS
RECYCLED WATER
EX RECYCLED WATER
ELECTRICAL U.G. SERVICES
EX ELECTRICAL U.G. SERVICES
ELECTRICAL SERVICE & PIT
EX ELECTRICAL ASSETS
EX ELECTRICAL OVERHEADS
GAS & WATER CONDUITS
TOP OF BATTER
TOE OF BATTER
EX FENCE
EX WALL OR BUILDING
STREET SIGN
DRAINAGE PIT No.
TBM

F FINISHED SURFACE AFTER CUTTING OR FILLING
Fb TOP OF PROPOSED BATTER
P PROPOSED PAVEMENT OR FOOTPATH SURFACE
IL EXISTING OR PROPOSED INVERT LEVEL OF PIPE OR OPEN DRAIN
TP TANGENT POINT
CH CHAINAGE
PSM

DRAWN BY	N. ROBINSON	DESIGNED BY	J. BOSCO
MELWAY	131, E10	CHECKED BY	H. DAY
DATUM	AHD	AUTHORISED BY	S. RAVIDA

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CITY OF CASEY
HONOUR VILLAGE ESTATE STAGE 5
LAYOUT PLAN

DRAWING No.	VERSION
5R2	D
REFERENCE	22344E/5
SHEET	2 OF 20

ENLARGEMENT 1
SCALE 1: 2000 @ A1

HONOUR AVENUE

CROSS - SECTION 1
(HONOUR AVENUE) 37m
SCALE 1: 25 @ A1

ENLARGEMENT 2
SCALE 1: 2000 @ A1

STATISTICS		
Site Area :	135.17	ha
Road Widening (Thompsons Road/Road 8) :	0.116	ha
Road Widening (Thompsons Road/Bells Road) :	1.230	ha
Tree Reserves :	1.386	ha
Encumbered Open Space (Waterways) :	19.65	ha
Encumbered Open Space (Desalination Pipeline):	2.240	ha
Unencumbered Passive Open Space :	3.939	ha
Active Open Space :	9.309	ha
Future Development Sites (A & B) :	19.54	ha
Government School Site :	5.382	ha
Arterial Road (Soldiers Road) :	3.546	ha
Net Developable Area :	68.84	ha
Area of Substations (x10) :	0.046	ha
Area of Subdivision Roads :	25.07	ha
Area of Residential Land :	43.72	ha
Lot Yield (Conventional) :	891	No.
Lot Yield (Medium Density) :	34	No.
Total Lot Yield :	925	No.
Average Lot Area (Conventional & MD) :	473	sq. m
Total Lots per hectare (Conventional & MD) :	13.4	No.

STAGE SEQUENCING ORDER

Stage No.	Construction Order
1A	1
1	2
2	3
3	4
15	5
5	6
4	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
16	17*
17	17*
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25

* Stages 16 & 17 are to be constructed concurrently

LEGEND

- SUBJECT SITE
- CONVENTIONAL LOTS
- MEDIUM DENSITY LOTS (<300m²) - SMALL LOT HOUSING CODE TYPE A OR B
- FUTURE DEVELOPMENT SITES
- ENCUMBERED OPEN SPACE (MELBOURNE WATER DRAINAGE RESERVE)
- ENCUMBERED OPEN SPACE (DESALINATION PIPELINE)
- UNENCUMBERED OPEN SPACE
- UNENCUMBERED ACTIVE OPEN SPACE
- SCHOOL SITE
- TREE RESERVE
- RESTRICTED VEHICULAR PARKING / ACCESS
- SIGNALISED INTERSECTION
- PROPOSED STAGING
- UFZ LAND (GAIC EXEMPT - 7.951ha)
- LAND SUBJECT TO POTENTIAL GAIC EXEMPTION
- S.S. SUBSTATION SITES (min 5m x 8m)
- SHARED PATH (2.5m WIDE)
- BUS ROUTE & INDICATIVE BUS STOPS (BOTH SIDES)

NOTATIONS

Landscaping and kerbs shown hereon are indicative only.

The location of substations is indicative only and will be confirmed once the staging of the subdivision has been determined.

The locations of bicycle lanes, shared paths, footpaths, driveway links and bus stops are indicative only and subject to engineering design and referral authority approval.

Stage numbers are descriptive only and may not indicate the sequence of the subdivision - refer to the Stage Sequencing Order table.

The Small Lot Housing Code applies to the construction of a house and associated outbuildings on lots less than 300 square metres. A Restriction will be placed on Title to identify each lot as "Type A" or "Type B" under the Small Lot Housing Code.

Turning areas provided at no-through roads will be designed to meet the GAA Engineering Construction and Design Manual for Subdivisions.

The Subject Site is comprised of one Certificate of Title, being Lot 1 on TP392956 (Vol. 4024 Fol. 689).

This plan has been prepared in support of planning permit PlnA00048/16.

Lot C (School Site) will be excised out of the overall site as the first GAIC plan (Stage 1A).

The UFZ land not subject to GAIC will be created as a formal reserve (for drainage purposes) on the relevant stage as shown on this plan.

The Encumbered Open Space for drainage purposes will be excised out of the overall site as the second GAIC (Stage 1B) plan and brought back into the subdivision as a separate lot. This land will then be created as a formal reserve and constructed on the relevant stage as shown on this plan.

The Encumbered Open Space for the desalination pipeline may be excised out of the overall site as the second GAIC (Stage 1C) plan and brought back into the subdivision as a separate lot. This land will then be created as a formal reserve and constructed on the relevant stage as shown on this plan.

The road widenings, as required by VicRoads, will form part of a GAIC exemption Plan of Subdivision.

Despite the areas summarised on the plan, any development contribution levies paid and collected will be done so in accordance with the Land Use Budget contained within the Clyde North Development Contributions Plan.

Additional traffic calming measures may be incorporated into the future subdivision of the site, as part of the detailed engineering design.

This plan has been prepared for review and comment only and should not be used for any other purpose without the written consent of Reeds Consulting PTY LTD. The plan is subject to survey, title and easement verification, engineering design, recommendations/ management of the hydrological assessment and approval from council and all other relevant authorities. Findings from flora and fauna reports, cultural heritage assessments and other site investigations may result in changes to the design. All landscape and paving detail shown hereon is indicative only. No reliance should be placed on the information on this plan for detailed design or for any financial dealings involving the land.

The lots to the north of the intersection of Laker Boulevard and Road 3 will not be accessed from a roudabout.

The service road in Stage 1 will function as a one way road, with traffic flows only permitted from east to west.

The splays on the southern side of Honour Avenue at the roundabout with Riverstone Boulevard and Como Parade are adequate to accommodate the proposed traffic treatment. However, should additional land be required by the Responsible Authority, then this can be provided on the formal Plan of Subdivision.

The land required for the intersection flaring and the ultimate Thompsons Road reservation has been provided in accordance with advice from VicRoads. Should additional land be required as a result of the detailed design plans having been prepared, then this can be addressed on the formal Plan of Subdivision and will be in accordance with the requirements of the Responsible Authority and Vicroads.

A 3 metre wide concrete shared path will be provided along the Thompsons Road frontage of the site when Thompsons Road is constructed at the full cost of the developer. To be constructed at the time of the relevant abutting Stage.

Soldiers Road extension has been designed in accordance with Cross Sections 14 and 15 in the Clyde North PSP which both contain a shared path. The shared path will be provided at the time of construction within the proposed road reserve.

Where extended driveways are proposed, the width of the driveway is indicated on this plan. Car parking for these lots will be provided within the road reserve at a rate of one car parking space per lot accessed from the driveway link.

The waterways within the encumbered open space reserves are indicative only and subject to the approval of the Responsible Authority.

HONOUR VILLAGE
ESTATE DEVELOPMENT PLAN
1275 POUND ROAD, CLYDE NORTH

REF 22344P
VERSION L
DATE 28/07/17
G:\22344\Office Work\Plans\In Progress\Development Plan\EDP1L.dgn

SCALE 1: 3000 (100 0 50 100 150 200)
SHEET A1

PRELIMINARY

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REEDS CONSULTING

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 (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.