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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate

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

Property address: 5 Somerset Street Officer 3809

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

The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

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

.....

State nature of authority, if applicable: .....

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

SIGNED BY THE VENDOR:.....

..... on ...../...../20.....

Print name(s) of person(s) signing: .....Kyla Lee Jones & Sidney Shay Kneebone .....

.....

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: KR PETERS REAL ESTATE PTY LTD

Address: 432 PRINCES HIGHWAY, OFFICER VIC 3809

Email: officer@krpeters.com.au

Tel: 03 5943 1111 Mob: Ref: Aman Singh

Vendor

Name:..... Kyla Lee Jones & Sidney Shay Kneebone

.....

Address: .....

ABN/ACN: .....

Email: .....

Vendor's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 07361	Folio 075	125	817490A
Volume	Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is : 5 Somerset Street Officer 3809

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

.....

.....

Payment (general condition 11)

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on ..... / ..... /20.....

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 after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

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

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on ..... / ..... /20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender: .....

Loan amount: $ ..... Approval date: ..... / ..... /20.....

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

special conditions

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Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

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 Payments may be made or tendered:
(a) up to $1,000 in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

11.5 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.

11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
(a) the price includes GST; or
(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15A.5 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.

15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15B.4 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.

15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

15B.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount,
in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:
(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

17.3 A document is sufficiently served:
(a) personally, or
(b) by pre-paid post, or
(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
(d) by email.

17.4 Any document properly sent by:
(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
(d) 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.*

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

21.2 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, and does not relate to periodic outgoings.

21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.* The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

8.3 Each party must:
(a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law,*
(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
(c) conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

8.6 Settlement occurs when the workspace records that:
(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

8.7 The parties must do everything reasonably necessary to effect settlement:
(a) electronically on the next business day, or
(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

8.9 The vendor must before settlement:
(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

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

☐ **Special condition 9 – Deposit bond**

9.1 In this special condition:
(a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
(b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 30 days before the deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

10.1 In this special condition:
(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 30 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.

10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

11.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:
(a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **Special condition 12 – Pest report**

12.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:
(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

General Conditions

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

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

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

2.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

(d) has not previously sold or granted any option to purchase, agreed to 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 Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

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

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

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

as though the purchaser was in default.

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

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under 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 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.

REIV

LAW INSTITUTE VICTORIA

Contract of Sale of Real Estate

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Vendors' Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	5 SOMERSET STREET OFFICER 3809	
Vendor's name	Kyla Lee Jones	**Date** 9/5/24
Vendor's signature	K. Jones	
Vendor's name	Sidney Shay Kneebone	**Date** 9/5/2024
Vendor's signature		

Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	

Other particulars (including dates and times of payments):

Not Applicable.

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

CERTIFICATE OF TITLE VOLUME 12201 FOLIO 588

PLAN OF SUBDIVISION 817490A

COVENANT PS817490A

SECTION 173 AGREEMENT AQ439845J

SECTION 173 AGREEMENT AR202383L

PLANNING CERTIFICATE

SEW INFORMATION STATEMENT

CARDINIA LAND INFORMATION CERTIFICATE

PROPERTY CLEARANCE CERTIFICATE

CARDINIA PROPERTY INFORMATION CERTIFICATE

PLANNING PERMIT T140500

BUILDING PERMIT

OCCUPANCY PERMIT

HOME OWNERS WARRANTY CERTIFICATE

DUE DILIGENCE CHECKLIST

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

VOLUME 12201 FOLIO 588

Security no : 124114608132W
Produced 01/05/2024 04:41 PM

LAND DESCRIPTION

Lot 125 on Plan of Subdivision 817490A.
PARENT TITLE Volume 07361 Folio 075
Created by instrument PS817490A 16/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KYLA LEE JONES
SIDNEY SHAY KNEEBONE both of 5 SOMERSET STREET OFFICER VIC 3809
AU999610B 09/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU999611Y 09/11/2021
ING BANK (AUSTRALIA) LTD

COVENANT PS817490A 16/04/2020
Expiry Date 31/12/2029

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ439845J 13/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AR202383L 03/07/2018

DIAGRAM LOCATION

SEE PS817490A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 5 SOMERSET STREET OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 09/11/2021

DOCUMENT END

PLAN OF SUBDIVISION

EDITION 1

PS817490A

LOCATION OF LAND

PARISH: PAKENHAM
TOWNSHIP: .....
SECTION: .....
CROWN ALLOTMENT: .....
CROWN PORTION: 44 (PART)
TITLE REFERENCE: Vol. 7361 Fol. 075

LAST PLAN REFERENCE: Lot 1 on LP19434

POSTAL ADDRESS: 155 Peck Road
(at time of subdivision) OFFICER 3809

MGA 94 CO-ORDINATES: E: 362 530 ZONE: 55
(of approx centre of land in plan) N: 5787 340

Council Name: Cardinia Shire Council

Council Reference Number: S18/062
Planning Permit Reference: T140500
SPEAR Reference Number: S119245A

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 26/03/2019

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Sonia Higgins for Cardinia Shire Council on 19/03/2020

Statement of Compliance issued: 01/04/2020

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Road R1	Cardinia Shire Council
Reserve No. 1	Cardinia Shire Council
Reserve No. 2	AusNet Electricity Services Pty Ltd

NOTATIONS

Lots 101 to 138 on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A on Sheet 5 of this plan for details.

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. T140500

SKYMONT ESTATE - Release No. 1
Area of Release: 2.488ha
No. of Lots: 38 Lots and Balance lot A

EASEMENT INFORMATION

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

* Support is defined as all necessary rights to provide structural support through foundations and retaining wall.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diagram	This Plan	Cardinia Shire Council
	Sewerage			South East Water Corporation
E-2	Sewerage	See Diag.	This Plan	South East Water Corporation
E-3	Gas Transmission Pipeline	See Diag.	D 508 027	Victorian Pipelines Commission
E-4	Support * See definition herein	0.30	This Plan	The relevant abutting lot
E-5	Drainage	See Diagram	This Plan	Cardinia Shire Council
	Sewerage			South East Water Corporation
	Support * See definition herein			The relevant abutting lot

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

SURVEYORS FILE REF: Ref. 00428-S1 Ver. 10

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 5

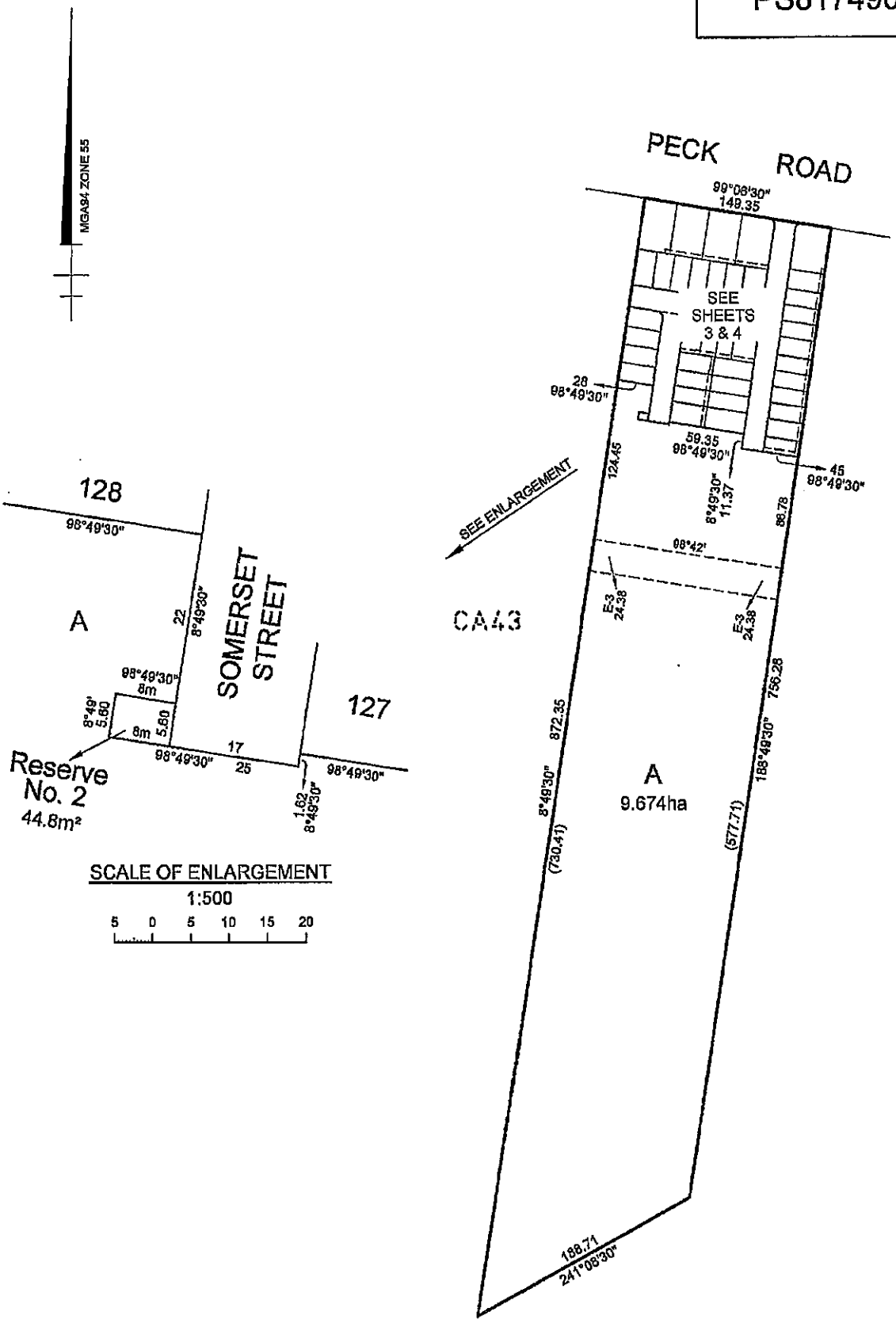
Digitally signed by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor, Surveyor's Plan Version (10), 29/01/2020, SPEAR Ref: S119245A

PLAN REGISTERED
TIME: 3.55pm DATE: 16/04/2020

Assistant Registrar of Titles Denise Satti

Amended by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor 15/04/2020.

PS817490A



TAYLORS

Urban Development | Built Environments | Infrastructure

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

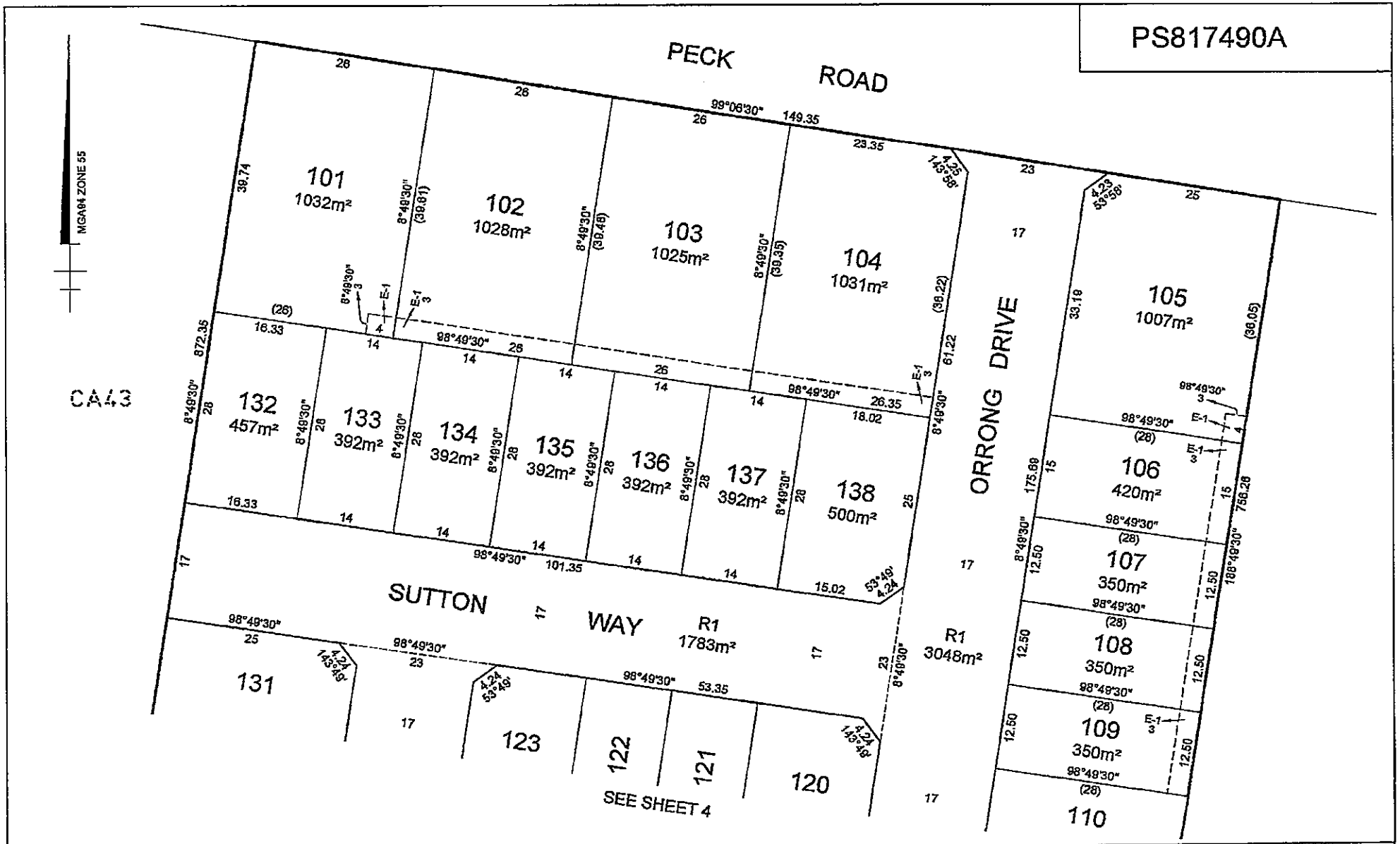
SCALE		ORIGINAL SHEET		
1:3000	30 0 30 60 90 120 LENGTHS ARE IN METRES	SIZE: A3	Ref. 00426-S1 Ver. 10	SHEET 2

Digitally signed by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor, Surveyor's Plan Version (10), 29/01/2020, SPEAR Ref: S119245A

Digitally signed by: Cardinia Shire Council, 19/03/2020, SPEAR Ref: S119245A

Amended by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor 15/04/2020.

PS817490A



TAYLORS

Urban Development | Built Environments | Infrastructure

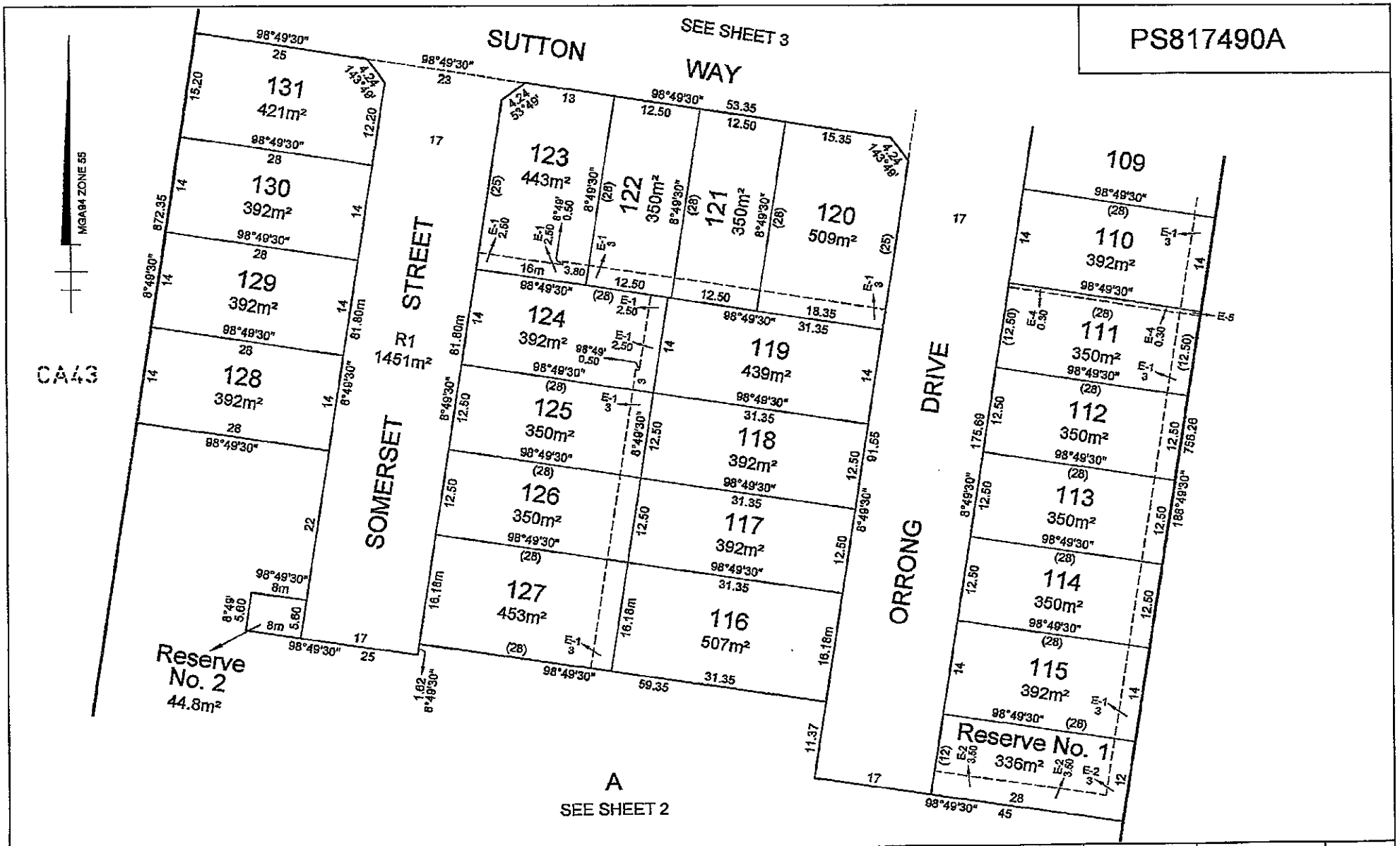
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168

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

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 00426-S1 Ver. 10	SHEET 3
Digitally signed by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor, Surveyor's Plan Version (10), 29/01/2020, SPEAR Ref: S119245A		Digitally signed by: Cardinia Shire Council, 19/03/2020, SPEAR Ref: S119245A		

Amended by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor 15/04/2020.

PS817490A



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

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 00426-S1 Ver. 10	SHEET 4
1:500	5 0 5 10 15 20			

Digitally signed by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor, Surveyor's Plan Version (10), 29/01/2020, SPEAR Ref: S119245A

Digitally signed by: Cardinia Shire Council, 19/03/2020, SPEAR Ref: S119245A

Amended by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor 15/04/2020.

CREATION OF RESTRICTION 'A'

PS817490A

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1
LAND TO BENEFIT: See Table 1

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors of any burdened lot must not:

1. Except with the written consent of the Responsible Authority, build or allow to be built on the land any dwelling outside of the prescribed building envelope.
2. Except with the written consent of the Responsible Authority, build or allow to be built on the land any dwelling (and/or associated works), other than in accordance with approved design guidelines as approved by Cardinia Shire Council.
3. Build or allow to be built on the land any dwelling (and/or associated works) which have not been approved by the Skymont Design Review Panel.

The restrictions specified shall cease to burden any Lot on the Plan of Subdivision on 31 December 2029.

TABLE 1

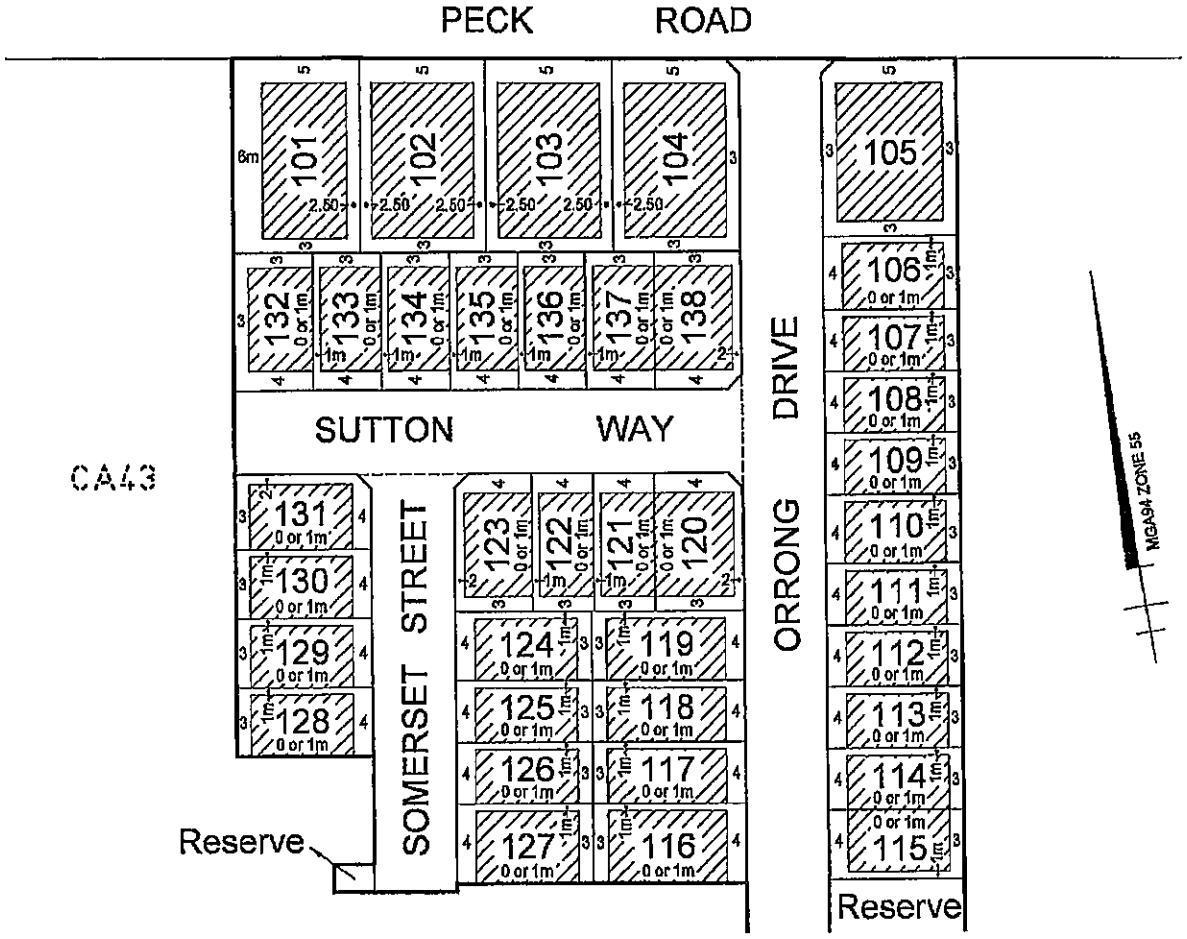
BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102, 132, 133
102	101, 103, 133, 134, 135
103	102, 104, 135, 136, 137
104	103, 137, 138
105	106
106	105, 107
107	106, 108
108	107, 109
109	108, 110
110	109, 111
111	110, 112
112	111, 113
113	112, 114

TABLE 1 Continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
114	113, 115
115	114
116	117, 127
117	116, 118, 126
118	117, 119, 125
119	118, 120, 121, 122, 124
120	119, 121
121	119, 120, 122
122	119, 121, 123, 124
123	122, 124
124	119, 122, 123, 125
125	118, 124, 126
126	117, 125, 127

TABLE 1 Continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
127	116, 126
128	129
129	128, 130
130	129, 131
131	130
132	101, 133
133	101, 102, 132, 134
134	102, 133, 135
135	102, 103, 134, 136
136	103, 135, 137
137	103, 104, 136, 138
138	104, 137



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

SCALE 1:1000 — 10 0 10 20 30 40 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 — Ref. 00428-S1 Ver. 10 — SHEET 5

Digitally signed by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor, Surveyor's Plan Version (10), 29/01/2020, SPEAR Ref: S119245A

Digitally signed by: Cardinia Shire Council, 19/03/2020, SPEAR Ref: S119245A

Amended by: Paavo Jukka Sakari Tynkkynen, Licensed Surveyor 15/04/2020.

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registers and indexes.

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

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	KAL:NGW:7129233
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 07361 Folio 075

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: TRACEY PARKER

Position Held: Manager Strategic & Economic Development

Date: 8/11/17

Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne Victoria 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 155 Peck Road, Officer

Cardinia Shire Council
and

Martin Adams Property Pty Ltd
ACN 005 264 399

Contents

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 8 November 2017

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Pakenham, Victoria
Short name	Council

Name	Martin Adams Property Pty Ltd (ACN 005 264 399)
Address	15 Beech Street, Port Melbourne, Victoria
Short name	Owner

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council has issued the Planning Permit authorising the multi-lot subdivision of the Subject Land.

D. Condition 1(i) of the Planning Permit address a requirement to provide temporary court bowls or turning areas for any roads within the development which do not connect through to the external road network. The purpose of this condition is to provide appropriate conditions to facilitate Waste Collection Services.

E. This Agreement sets out the conditions pursuant to which Council will provide Waste Collection Services for the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

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, mail@cardinia.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.

Green Waste means all types of garden organic waste produced or accumulated in or on the Subject Land.

Household Waste means all domestic waste associated with and arising from use of residential premises, including Green Waste, Recyclable Waste and hard waste.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

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

Planning Permit means planning permit no. T140500, as amended from time to time, issued on 9 February 2016, authorising:

- the subdivision of the Subject Land
- removal of native vegetation; and
- associated works (including road works),

in accordance with plans endorsed by Council.

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

Private Land means all parts of the Subject Land other than areas of the Subject Land which have been transferred to or vested in Council.

Recyclable Waste means Household Waste which is able to be recycled.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, 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) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Subject Land means the land situated at 155 Peck Road, Officer being the land referred to in certificate of title volume 07361 folio 075 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Temporary Garbage Truck Turning Lot means the lot shown with a hash (#) on the Waste Management Plan.

Turning Areas means those areas shown in the Waste Management Plan as designed for the purpose of facilitating the movement of waste collection vehicles, including trucks. This includes:

- areas nominated as 'garbage truck turning area' or similar;
- areas providing detail of swept path diagrams which contemplate vehicle movement.

Waste Collection Services means waste collection services including Household Waste collection services, Recyclable Waste collection services, hard waste collection services and Green waste collection services.

Waste Management Plan means the plan prepared by Taylors entitled "Waste Management Key Plan' and 'Waste Management Enlargement' (Job No. 00426, Concept 13B, WMP1 & WMP2, 27 September 2017), a copy of which is included as Attachment 1 to this Agreement or any other waste management plan for the Subject Land endorsed by Council from time to time.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

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

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

4.1 Council would not have issued the Planning Permit without the condition informing this Agreement;

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

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

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 Waste Collection

6.1.1 the Owner must:

(a) ensure that Household Waste is presented for collection in a manner consistent with the Waste Management Plan; and

(b) ensure that Household Waste is stored on and collected from the Subject Land;

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6.2 **Right of Access**

6.2.1 with respect to the Temporary Garbage Truck Turning Lot, the Owner agrees to at all times provide Council, its employees, agents and contractors access to the Subject Land for the purpose of Waste Collection Services. The Parties agree that the access to be provided must be sufficient to allow for the safe and efficient movement of waste collection vehicles, including trucks;

6.3 **Indemnity and Release**

6.3.1 with respect to the Temporary Garbage Truck Turning Lot, the Owner:

(a) will indemnify and keep indemnified Council, its employees, agents and contractors from and against all costs, losses or damages which the Council, its employees, agents and contractors may sustain, incur or suffer or be or become liable for in respect of any claim brought by any person arising from or referable to the collection of waste on Private Land;

(b) releases and forever discharges Council, its employees, agents and contractors from and against all claims which the Owner has or may have in the future arising from or referable to the collection of waste pursuant to this Agreement;

6.3.2 the indemnity referred to in clause 6.3.1(a) of this Agreement shall not cover costs, losses or damages suffered by an entity seeking to rely upon the indemnity if such costs, losses or damages are caused by that entity's reckless acts or omissions.

For the avoidance of doubt, where an entity is precluded from relying upon the indemnity referred to in clause 6.3.1(a) of this Agreement as a result of this clause 6.3.2, such preclusion shall not affect the right of any other entity entitled to rely on the indemnity to rely on the same;

6.4 **Maintenance of Turning Areas to facilitate Waste Collection Services**

6.4.1 until such time as the road network shown in the Waste Management Plan connects through to properties to the east and west of the Subject Land so as to provide convenient access to the external road network, the Owner must take all steps necessary to ensure that Turning Areas are maintained to facilitate Waste Collection Services, including but not limited to:

(a) constructing roads, crossovers and other necessary traffic measures to a standard appropriate to accommodate waste collection vehicles, including trucks;

(b) ensuring that roads remain trafficable and free of obstructions;

(c) unless otherwise agreed in writing with Council, retaining the Temporary Garbage Truck Turning Lot in its current undeveloped state;

(d) ensuring that the Subject Land is not developed in such a way as to impede Waste Collection Services as contemplated in the Waste Management Plan.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 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 s 181 of the Act; and

7.2.3 agree 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.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has 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.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

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

7.7 Notification of compliance with Owner's obligations

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

8. Agreement under s 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 s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. 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:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 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 Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 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.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 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.

11.6 Governing law

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

12. 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.

13. Ending of Agreement

13.1 This Agreement will end upon confirmation by Council that the arrangements for Waste Collection Services provided for in this Agreement are no longer necessary.

13.2 Notwithstanding clause 13.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

13.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 13.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

13.4 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

13.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 13.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

13.6 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

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13/11/2017 $94.60 173

Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed by and on behalf, and with the authority, of the **Cardinia Shire Council** by TRACEY PARKER, MANAGER (Name), STRATEGIC AND ECONOMIC DEVELOPMENT (Title), in the exercise of a power conferred by an Instrument of Delegation in the presence of:

Witness

Executed by Martin Adams Property Pty Ltd ACN 005 264 399 in accordance with s 127(1) of the *Corporations Act 2001*:

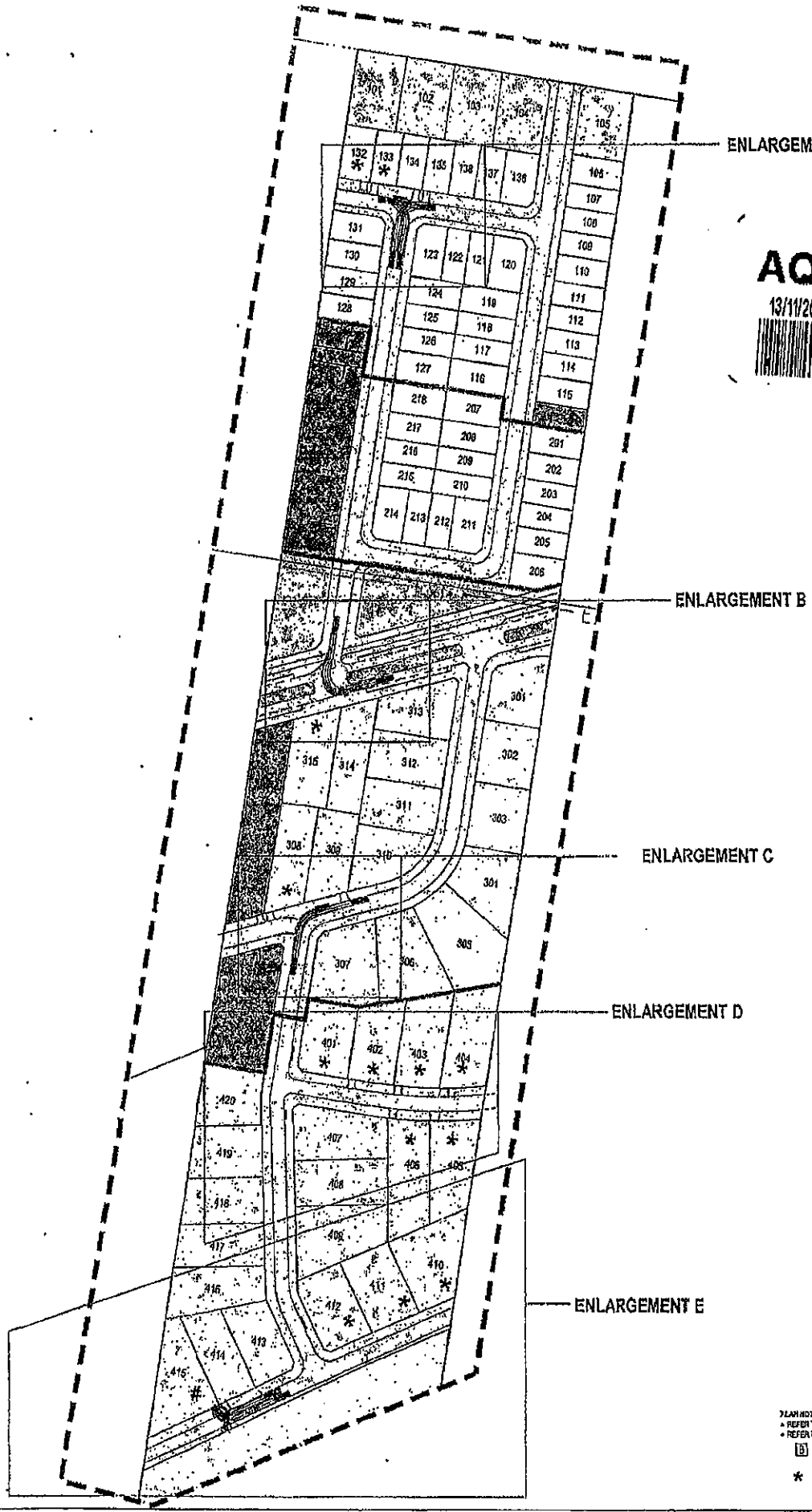
Signature of Director

MARK RICHARD ADAMS
Print full name

Signature of Director/Company Secretary

ALAN CHARLES ADAMS
Print full name

Attachment 1 – Waste Management Plan



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13/11/2017 $94.60 173

PLAN NOTES
- REFER TO WASTE MANAGEMENT ENLARGEMENTS for enlargement details
- REFER TO Overall Master plan for further details

B Bin collection point
(Bin locations subject to detailed design at PLP stage)
* Lots subject to Garbage collection point
(pavement layout subject to detailed design)

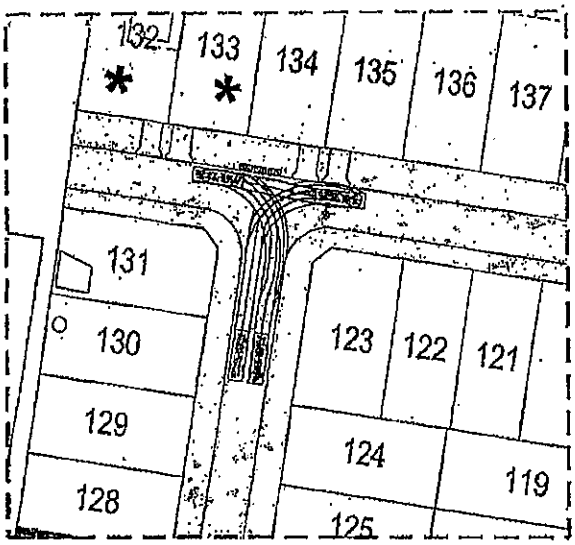
TAYLORS

0 20 40 60 metres
Scale 1:2000 @ A3

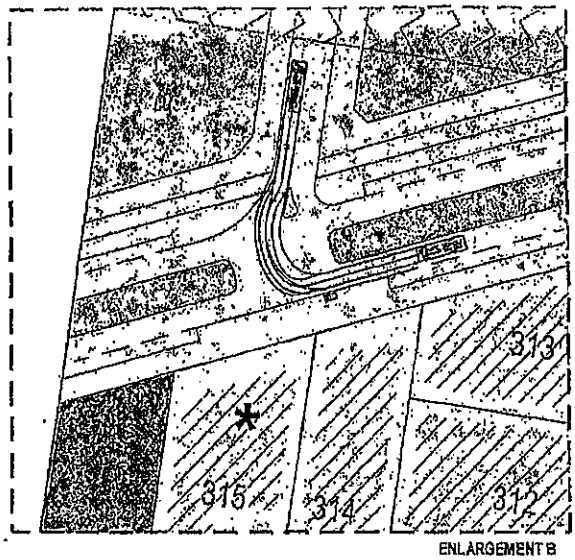
Job No. 00426 | CONCEPT 13B | WMP 1
Date 27/09/2017
By AEP Chk SJL

155 Peck Road
Officer 3809
Cardinia City Council

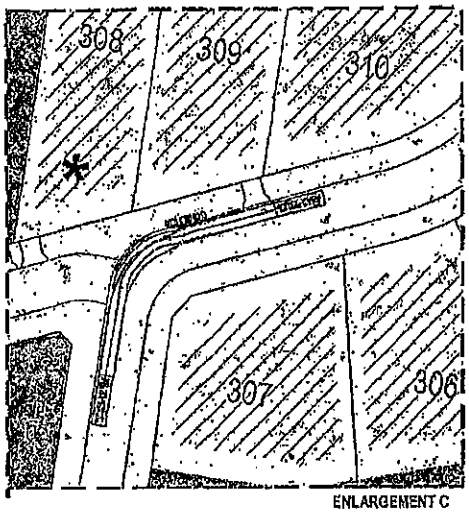
WASTE MANAGEMENT
KEY PLAN



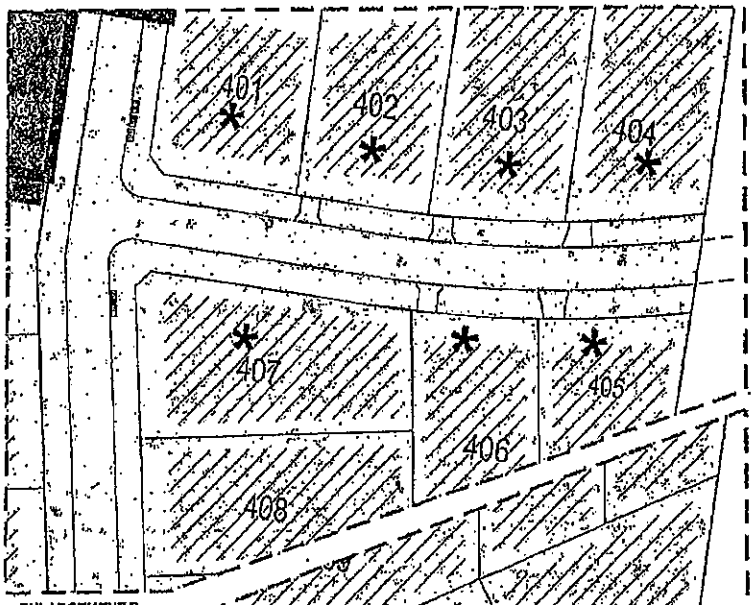
ENLARGEMENT A.



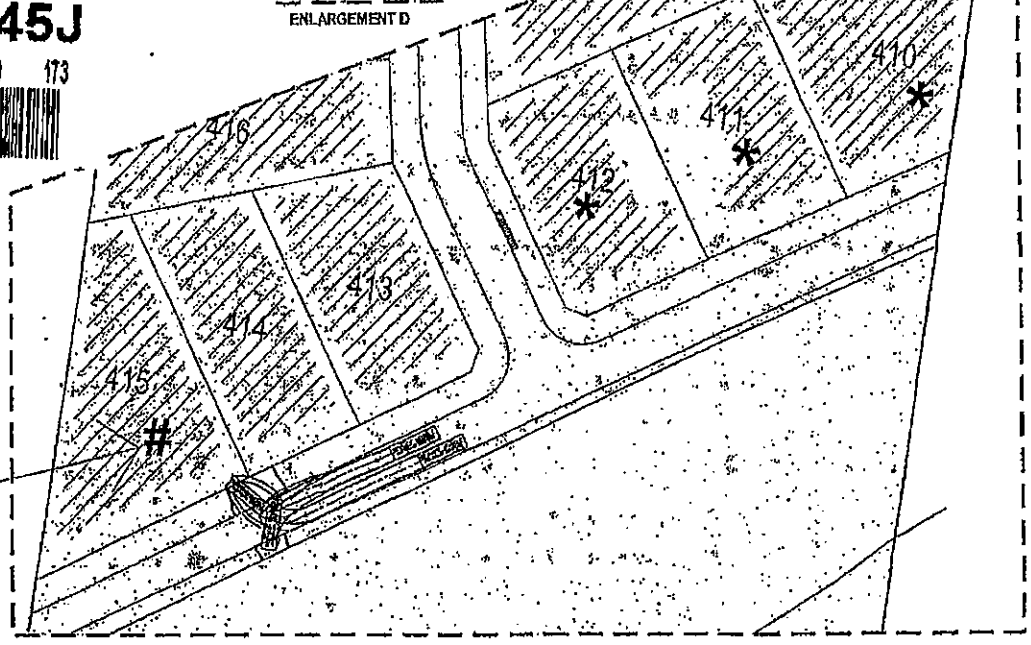
ENLARGEMENT B



ENLARGEMENT C



ENLARGEMENT D



ENLARGEMENT E

PLAN Notes
- REFER TO WASTE MANAGEMENT KEY PLAN for enlargement locations
- REFER TO Overall Masterplan for further details

B BIN collection point
(Bin locations subject to detailed design at PLP stage)

* Lots subject to Garbage collection point (pavement layout subject to detailed design)

Lot to be withheld from sale for temporary garbage truck turning movement, using industrial strength crossover.
Refer to Section 173 agreement for further details.

TAYLORS

0 5 10 15 metres
Scale 1:500 @ A3

00126 | CONCEPT 130 | WMP 2
27/09/2017
AEP SJL

155 Peck Road
Officer 3809
Cardinia City Council

WASTE MANAGEMENT ENLARGEMENTS

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

Section 181 **Planning and Environment Act 1987**

AR202383L
03/07/2018 $96.10 173

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	TGM:7533104
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 07361 Folio 075

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, 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: TERRENCE MONTEBELLO

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

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: Cardinia Shire Council

Signer Name: TERRENCE MONTEBELLO

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

AR202383L
03/07/2018 $98.10 173

Signature:

Execution Date: 3 July 2018

TERRENCE MATTHEW GEORGE MONTEBELLO
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Date / /

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 155 Peck Road, Officer

Purpose of Agreement - WIK for Infrastructure Projects and Land Projects.

Cardinia Shire Council
and

Martin Adams Property Pty Ltd (as trustee for the Martin Adams Property Trust) ACN005264399

Contents

Agreement under Section 173 of the Planning and Environment Act 1987

Dated / /

Parties

Name	**Cardinia Shire Council**
Address	Municipal Offices, 20 Siding Avenue, Officer, Victoria
Short name	**Council**

Name	**Martin Adams Property Pty Ltd as trustee for the Martin Adams Property Trust**
	ACN 005264399
Address	39/15 Beach Road, Port Melbourne 3207 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. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. The Development Contributions Plan applies to the Subject Land and adjacent areas. It outlines the contributions expected from individual landholders within the area covered by the Development Contributions Plan to fund infrastructure and services required as a result of development of the area.

D. The Owner has asked Council for permission to carry out certain works which are funded by the Development Contributions Plan.

E. The Owner has asked Council for permission to -

E.1 carry out and provide each Infrastructure Project;

E.2 to transfer or vest each Land Project in Council;

in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.

F. Council has agreed to allow the Owner -

F.1 to provide each Infrastructure Project; and

F.2 transfer to or vest in Council each Land Project

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

G. Council and the Owner have also agreed that the Owner will undertake the Localised Infrastructure Projects in accordance with this Agreement. The Localised Infrastructure Projects do not qualify for any credit against the Owner's Development Contribution Levy liability under the Development Contributions Plan.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act* 1987.

Adjustment Index means the Australian Bureau of Statistics Price Index, Output of Construction Industry – Victoria publication series 6427.0 Table 17 or if the index ceases to exist, the nearest equivalent index.

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

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

Agreement means this Deed.

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

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

Building has the same meaning as in the Act.

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

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

Civil Works means construction works which are identified in engineering drawings approved by Council, including roads, bridges, culverts, paths and trails.

Collecting Agency has the meaning given to that term in the Development Contributions Plan.

Community Infrastructure Levy means a levy payable under the Development Contributions Plan for community infrastructure.

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) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus indexation if paid at any time after 12 months from the date that this Agreement commences.

Conservation Management Plan means any approved conservation management plan or similar with respect to an area within which an Infrastructure Project or Localised Infrastructure Project is to be constructed.

Construction Management Plan means any approved construction management plan or similar with respect to an area within which an Infrastructure Project or Localised Infrastructure Project is to be constructed.

Construction Procedures means the procedures set out in Schedule 5.

Council Infrastructure means infrastructure delivered by Council within the municipality.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

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, mail@cardinia.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.

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

Defects Liability Period means the defects liability period specified in Schedule 4B.

Development Agency has the meaning given to that term in the Development Contributions Plan.

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

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

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

GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means an annual adjustment to the Consent Fee carried out using the CPI as the indices for the adjustment. .

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

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

Land Project means the land project described in the relevant column of the table to Schedule 6B – 1 and which may be further illustrated and defined in the Public Infrastructure Plan.

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

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

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

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

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

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

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

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

Party or parties means the parties to this Agreement.

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

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

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

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

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

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

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

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

- if paid within 12 months of the date this Agreement commences, $102; or
- if paid at any time after 12 months of the date this Agreement commences, $102 plus Indexation.

Schedule means a schedule to this Agreement.

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

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

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

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

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

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

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

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1.1 record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects and the Land Projects;

3.1.2 to record the terms on which the Owner must provide the Localised Infrastructure Projects; and

3.1.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

4.1 the Owner has elected to enter into this Agreement in order to carry out the Infrastructure Projects and to provide the Land Projects in return for a Credit against its liability to pay the Development Contributions Levy; and

4.2 where the Owner is required to make cash payments to Council to meet the Owner's liability to pay the Development Contributions Levy for the Subject Land, then those payments are to be made in accordance with the timeframes set out in this Agreement.

5. Agreement required

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

6. Owner's specific obligations

6.1 Payment of Development Contributions Levy

The Owner covenants and agrees that:

6.1.1 the Owner must pay the Development Contributions Levy in cash on a stage by stage basis prior to the issue of a Statement of Compliance in accordance with the Development Contributions Plan; and

6.1.2 the Owner's liability to pay the Development Contributions Levy in clause 6.1.1is subject to the Owner's entitlement to a Credit under this Agreement.

6.2 Infrastructure Projects

The Owner covenants and agrees that:

6.2.1 the Owner will construct the Infrastructure Projects specified in Schedule 6A prior to the milestones identified in Schedule 6A unless another time is agreed with the Collecting Agency, for the Agreed Project Value; and

6.2.2 the Agreed Project Value will be paid

(a) first as a Credit against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement;

and then -

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

6.3 Design and Construction of Infrastructure Projects and Localised Infrastructure Projects

The Owner covenants and agrees that:

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

6.3.2 the Designs must:

(a) be to the satisfaction of Council;

(b) comply with any relevant standard set out in the Development Contributions Plan; and

(c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

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

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

6.3.4 prior to any contract being awarded for the Infrastructure Projects, the Owner will:

(a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans;

(b) submit the proposed construction program to Council for approval;

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

6.3.6 the Owner will:

(a) construct the Infrastructure Projects and Localised Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;

(b) obtain any other approval required under any other applicable legislation or Regulation;

(c) take any mitigation measures required under any approved Conservation Management Plan or Construction Management Plan that applies to the Subject Land or any other land which contains an Infrastructure Project or Localised Infrastructure Project as the case may be identified in the Public Infrastructure Plan;

(d) comply with the Construction Procedures;

(e) pay to Council the Plan Checking Fee and Supervision Fee for the Infrastructure Projects and Localised Infrastructure Projects; and

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

6.4 Certificate of Practical Completion

The Owner covenants and agrees that:

6.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;

6.4.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project or Localised Infrastructure Project, the Owner:

(a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project or Localised Infrastructure Project;

(b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project or Localised Infrastructure Project;

(c) is responsible for the maintenance of the Infrastructure Project or Localised Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4A from the date of the issue of the Certificate of Practical Completion; and

(d) is responsible for the repair of any defects during the Defects Liability Period specified in Schedule 4B from the date of the issue of the Certificate of Practical Completion.

6.5 Land Project

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

6.5.1 prior to the milestones identified in Schedule 6B unless another time is agreed in writing with the Collecting Agency;

6.5.2 where the Agreed Land Value is payable as a Credit or payment, as the case may be, as described in and payable at the time set out in Schedule 6B.

6.6 Localised Infrastructure Projects

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

6.7 Landscaping of Land Project

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

6.8 Public Infrastructure Plan

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

7. Agreed Land Value

7.1 The Parties agree that:

7.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act* 1986 and the Act in respect of a Land Project; and

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

7.2 Agreed Land Value composition

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

7.3 Environmental Assessment

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

8. Parties' obligations

8.1 Credit

The Parties agree that:

8.1.1 upon the issue of a Certificate of Practical Completion in respect of an Infrastructure Project, the Owner will be entitled to the Credit for that Infrastructure Project as set out in Schedule 6A;

8.1.2 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Maintenance Period or Defects Liability Period;

8.1.3 upon the transfer or vesting of Land Project in Council, the Owner will be entitled to a Credit in respect of the relevant Land Project in Schedule 6B in respect of the Agreed Land Value; and

8.1.4 after the expiry of the Maintenance Period referred to in Schedule 4A and the Defects Liability Period referred to in Schedule 4B, maintenance of the works and repair of any defects in respect of an Infrastructure Project, those projects become the responsibility of Council; and

8.1.5 where an amount is payable to the Owner in respect of an Infrastructure Project listed in Schedule 6A and that item is identified in the relevant schedule as having a Credit as the funding source, the amount payable to the Owner must be first made to the Owner and taken by the Owner as a Credit at the time set out in Schedule 6A.

8.2 Reimbursement for Over Provision

The Parties agree that:

8.2.1 Council will not reimburse the Owner for the Over Provision unless the Owner's liability to pay the Development Contributions Levy has been satisfied in respect of all Stages of the subdivision of the Subject Land, unless an alternative time is specified in Schedule 6A or Schedule 6B of this Agreement; and

8.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 8.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

10. Owner's further obligations

10.1 Notice and registration

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

10.2 Further actions

The Owner:

10.2.1 must do all things necessary to give effect to this Agreement;

10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

10.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

10.3 Fees

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

10.3.1 Plan Checking Fee;

10.3.2 Supervision Fee; and

10.3.3 Satisfaction Fee.

10.4 Council's costs to be paid

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

10.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

10.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

10.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Time for giving consent

If Council makes a request for payment of:

10.5.1 a fee under clause 10.3.3; or

10.5.2 any costs or expenses under clause 10.3.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction until payment has been made to Council in accordance with the request.

10.6 Interest for overdue money

The Owner agrees:

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

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

10.7 Template Contract

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

11. Agreement under section 173 of the Act

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

12. Owner's warranties

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

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

13. Successors in title

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

13.1 give effect to this Agreement; and

13.2 enter into a deed agreeing to be bound by the terms of this Agreement.

14. General matters

14.1 Notices

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

14.1.1 personally on the other Party;

14.1.2 by leaving it at the other Party's Current Address;

14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

14.1.4 by email to the other Party's Current Email.

14.2 No waiver

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

14.3 Severability

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

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

14.5 Inspection of documents

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

14.6 Governing law

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

15. GST

15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. GAIC

16.1 The Owner acknowledges and agrees that all land transferred to or vested in Council pursuant to this Agreement 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.

16.2 The Parties agree that clause 16.1 survives the termination of this Agreement.

16.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 16.1 from its inherent GAIC liability.

17. Foreign resident capital gains withholding

17.1 Definitions

For the purposes of this clause, the following definitions apply:

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

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

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

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Clwth)

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

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

17.2 Foreign resident status of Owner

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

17.3 Excluded transaction

17.3.1 Clause 17.5 does not apply if:

(a) the transfer or vesting of the Land Project is an Excluded Transaction; and

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

17.3.2 Without limiting clause 17.3.1, the transfer or vesting of a Land is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than $750,000.

17.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project, then Council will adjust the withholding amount (as specified in clause 17.5 below) in accordance with the Variation Notice.

17.5 Withholding

17.5.1 This clause 17.5 applies if the Owner is taken to be foreign residents under clause 17.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 17.3.

17.5.2 Subject to clauses 17.5.3 and 17.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

(a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or

(b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 17.4,

(withholding amount).

17.5.3 Subject to clause 17.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

(a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

(b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 17.4 -

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

17.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

(a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or

(b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 17.4,

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

17.6 Council to remit withholding amount

17.6.1 Council agrees to:

(a) pay the withholding amount or amounts determined under clause 17.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:

(i) Council receiving a transfer of land in respect of the Land Project, in registrable form; or

(ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;

(b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and

(c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

17.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 17.5.

17.8 Owner to co-operate

17.8.1 The Owner must:

(a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:

(i) a Clearance Certificate has been provided to Council; or

(ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 17.5;

(b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and

(c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

17.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

17.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 17 is true and correct.

17.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 17.

18. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

19. Amendment of Agreement

19.1 This Agreement may be amended in accordance with the Act.

19.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

20. Ending of Agreement

20.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.

20.2 Notwithstanding clause 20.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

20.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

20.4 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.

20.5 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

20.6 Once this Agreement ends as to part of the Subject Land in accordance with clause 20.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

20.7 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

Schedule 1

Subject Land

Address:	155 Peck Road, Officer Victoria
Certificate of Title Details:	Volume 07361 Folio 075

Schedule 2

Development Contributions Plan

The Development Contributions Plan is the **Cardinia Road Development Contributions Plan** , as amended from time to time, being an Incorporated Document in the Planning Scheme.

Precinct Structure Plan

The Precinct Structure Plan is the **Cardinia Road Precinct Structure Plan** , as amended from time to time, being an Incorporated Document in the Planning Scheme.

Schedule 3

Planning Permit

Permit Number planning permit T140500 issued on 9 February 2016 as amended from time to time including the plans endorsed under the planning permit.

Schedule 4

Schedule 4A

Maintenance Period

- The Maintenance Period for Civil Works is 12 months.

Schedule 4B

Defects Liability Period

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

Schedule 5

Construction Procedures

Procedure for Issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project or Localised Infrastructure Project the Owner must notify Council or any other relevant authority.

2. Within 14 days of receiving notice of the completion of an Infrastructure Project or Localised Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project or Localised Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.

3. If Council is not satisfied with the Infrastructure Project or Localised Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

   a. identifies in what manner or respect the Infrastructure Project or Localised Infrastructure Project is not satisfactorily completed; and
   b. what must be done to satisfactorily complete the Infrastructure Project or Localised Infrastructure Project.

4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or Localised Infrastructure Project, or undertaking any maintenance or repair of defects in respect of any Infrastructure Project or Localised Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

   a. consent of the owner of land to access such land; and
   b. it has satisfied any condition of such consent.

6. The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.

7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project or Localised Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of work

8. Apart from any other requirement contained in the Agreement, all work must:

   a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
   b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
   c. be carried out in a good and workmanlike manner;
   d. be fit and structurally sound, fit for purpose and suitable for its intended use;

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.

Schedule 6

Schedule 6A – Infrastructure Projects

Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment/Credit
2	Construction of – northern East West Road (west of Cardinia Road extension) includes culvert across Gum Scrub & Quirks	Portion of Officer DCP Item DI_RO_10, from eastern property boundary to western property boundary	Prior to the issue of Statement of Compliance for Stage 3	11.27% of the value set out in the DCP for the Infrastructure Project indexed to the financial year, as at the date of practical completion	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project

Schedule 6B – 1 Land Project

Land Project Number	Land Project Description	Title or plan reference	Area of the Land Project	Milestone for transfer or vesting of the Land Project	Agreed Land Value	Funding Source	Timing for Payment / Credit
1	Purchase of land for East West Road (west of Cardinia Road extension) being part of DCP Item DI_LA_06.	As per future plan of subdivision	Approximately 1440 square metres	Upon issue of a Statement of Compliance for Stage 3	$144,210.25	DCP	Credit upon vesting of the Land Project in Council

Schedule 6C – Localised Infrastructure Projects

Localised Infrastructure Project Number	Localised Infrastructure Project Description	Extent of Localised Infrastructure Project	Milestone for the completion of the Localised Infrastructure Project	Funding Source
7	Upgrade of Local Access Road (Peck Road)	From Brown Road to eastern property boundary.	Prior to the issue of Statement of Compliance for Stage 1	Developer

Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed by and on behalf, and with the authority, of the **Cardinia Shire Council** by
(Name),
(Title),
in the exercise of a power conferred by an Instrument of Delegation in the presence of:

Luke Connell
Luke Connell
Coordinator Growth Area Planning
VO1 # 10145953_1

Witness

AR202383L
03/07/2018 $96.10 173

Executed by Martin Adams Property Pty Ltd **ACN 005264399** in accordance with s 127(1) of the *Corporations Act 2001*:

Signature of Director

Signature of Director/Company Secretary

MARK RICHARD PROBYNE
Print full name

ALAN CHARLES ADAMS
Print full name

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1027316

APPLICANT'S NAME & ADDRESS

BONBEACH CONVEYANCING SERVICES C/- LANDATA

MELBOURNE

VENDOR

JONES, KYLA LEE

PURCHASER

NOT, YET SOLD

REFERENCE

JONES & KNEEBONE sale

This certificate is issued for:

LOT 125 PLAN PS817490 ALSO KNOWN AS 5 SOMERSET STREET OFFICER
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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

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

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

01 May 2024

Sonya Kilkenny
Minister for Planning

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

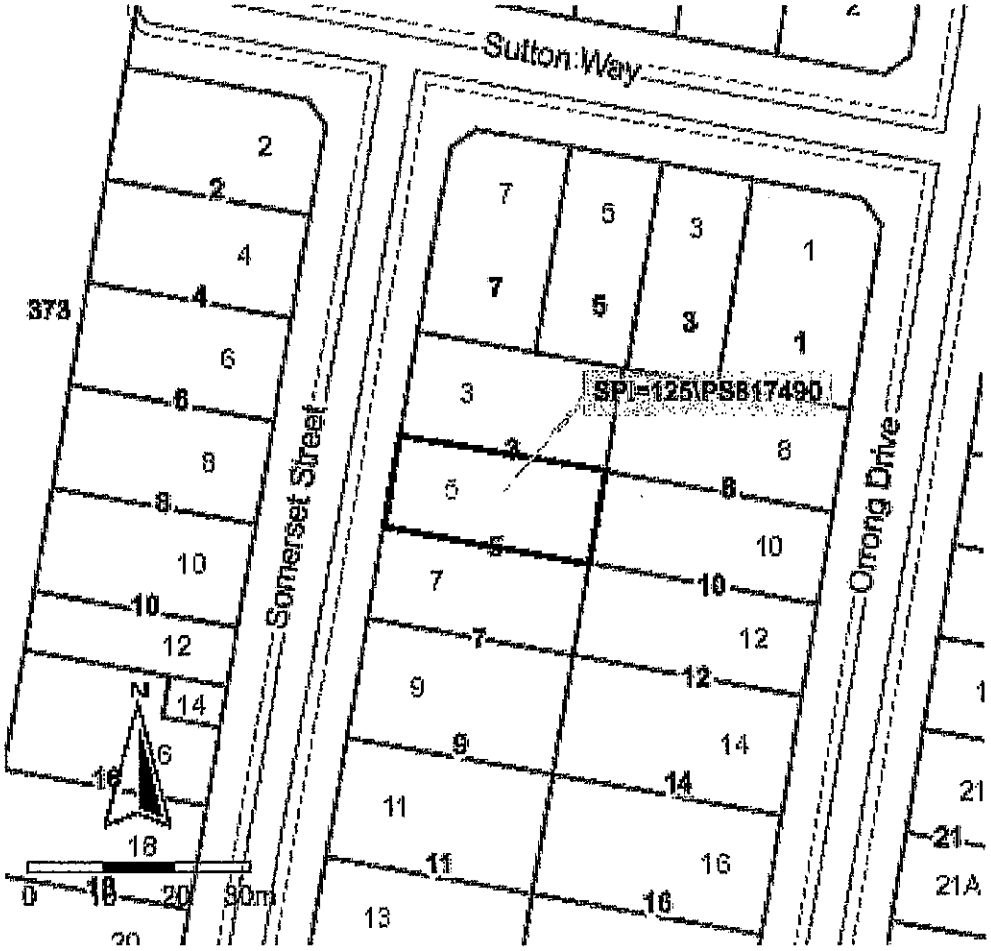
VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

Property and parcel search results

5 SOMERSET STREET

OFFICER 3809

Property PDF | Planning PDF | Launch MapshareVic | Launch VicPlan

PROPERTY DETAILS

Local Government Area (Council):

Council Property Number:
5000029343

Lot / Plan:
Lot 125 PS817490

Standard Parcel Identifier (SPI):
125\PS817490

ZONES AND OVERLAYS

Zone:
URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)

Overlays:
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

STATE ELECTORATES

Legislative Council:

Legislative Assembly:

UTILITIES

Rural Water Corporation:
Southern Rural Water

Melbourne Water Retailer:
South East Water

Melbourne Water:
Inside drainage boundary

Power Distributor:
AUSNET

COUNCIL DETAILS

Know Your Council

VicPlan

MapShareVic

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 08 May 2024 04:40 PM

PROPERTY DETAILS

Address:	**5 SOMERSET STREET OFFICER 3809**
Lot and Plan Number:	**Lot 125 PS817490**
Standard Parcel Identifier (SPI):	**125\PS817490**
Local Government Area (Council):	**CARDINIA** www.cardinia.vic.gov.au
Council Property Number:	**5000029343**
Planning Scheme:	**Cardinia** Planning Scheme - Cardinia
Directory Reference:	**Melway 215 C1**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**PAKENHAM**

OTHER

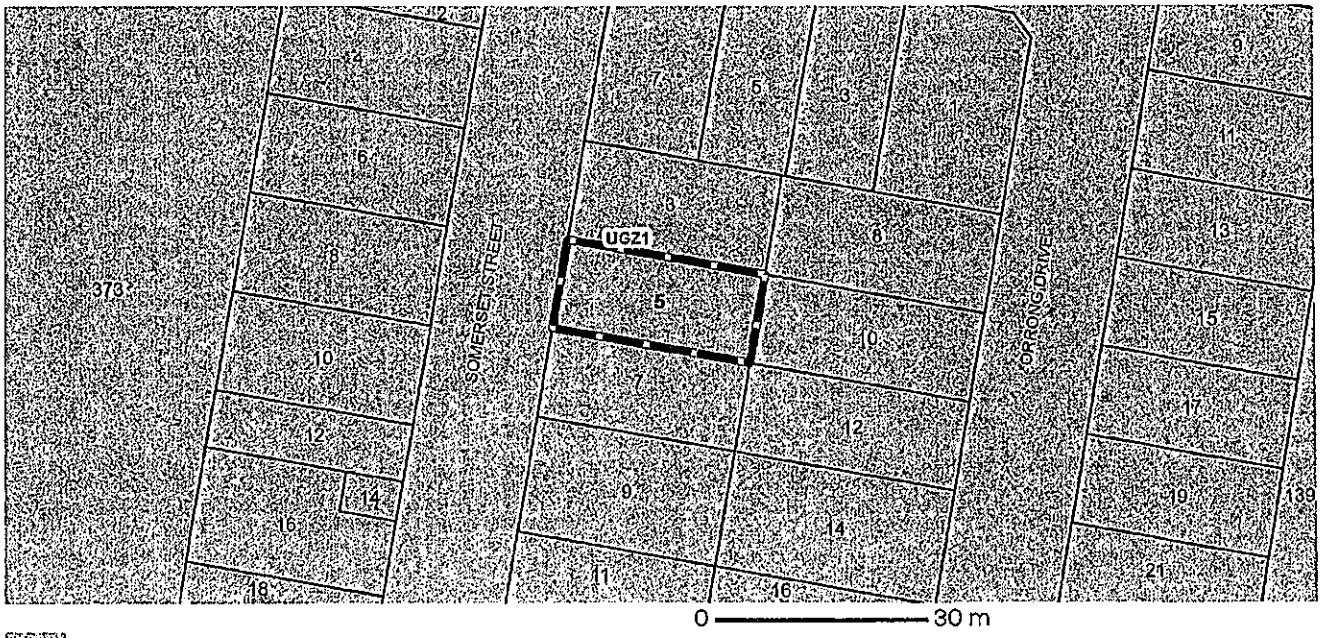
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)



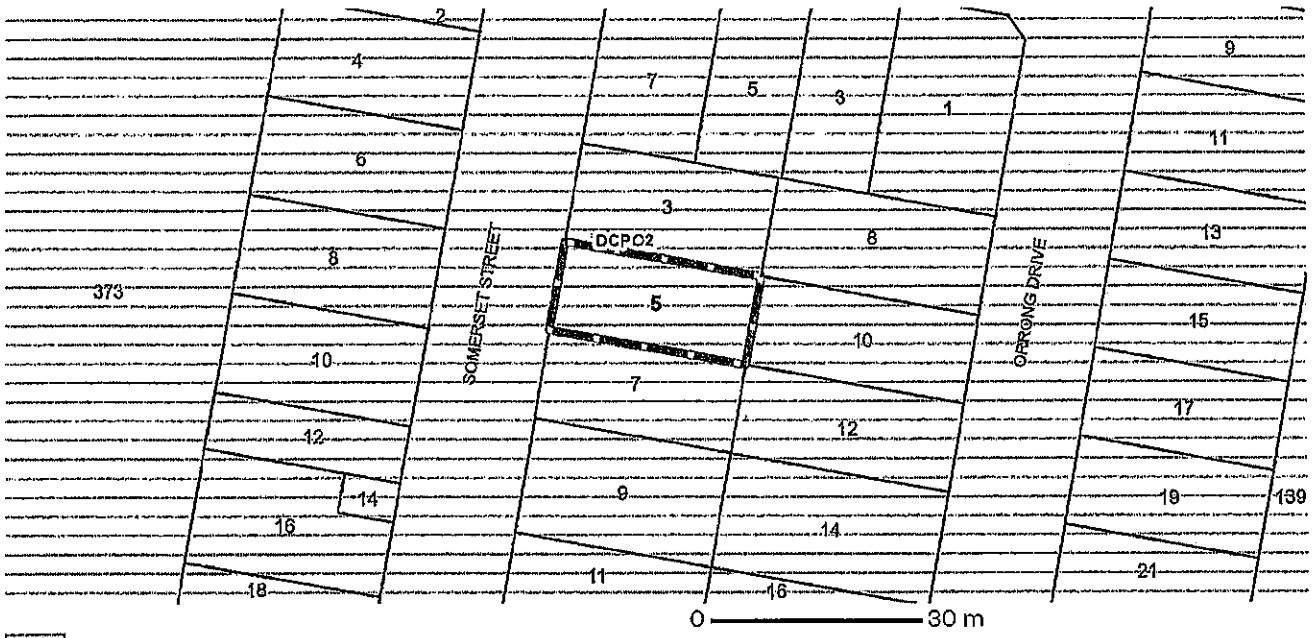
UGZ - Urban Growth

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.

Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

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.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Bonbeach Conveyancing Services
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 125 5 SOMERSET STREET
OFFICER 3809
125 PS 817490

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62S//00107/00002	LANDATA CER 72676654-031-3	01 MAY 2024	46530798

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.

Melbourne Water Corporation Total Service Charges	01/04/2024 to 30/06/2024	$29.54
Water Service Charge	01/04/2024 to 30/06/2024	$21.48
Sewerage Service Charge	01/04/2024 to 30/06/2024	$94.37
Subtotal Service Charges		$145.39
	TOTAL UNPAID BALANCE	$145.39

- The meter at the property was last read on 08/03/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	**$1.12 per day**
Recycled Water Usage Charge	**$0.20 per day**

- 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***.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, 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.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

This property has private recycled water facilities available. South East Water is not responsible for the operation or maintenance of this recycled water system. For further details contact Asset and Property Information on 131694.

Pursuant to section 144 of the Water Act 1989 (Vic), South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Pursuant to section 145 of the Water Act 1989 (Vic), South East Water will impose on the owner of the property 'Conditions of Connection' when connection to its assets is requested. Where a connection to South East Water's water supply system is requested

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

by the applicant, such connection will also include Class A recycled water where available. For information please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

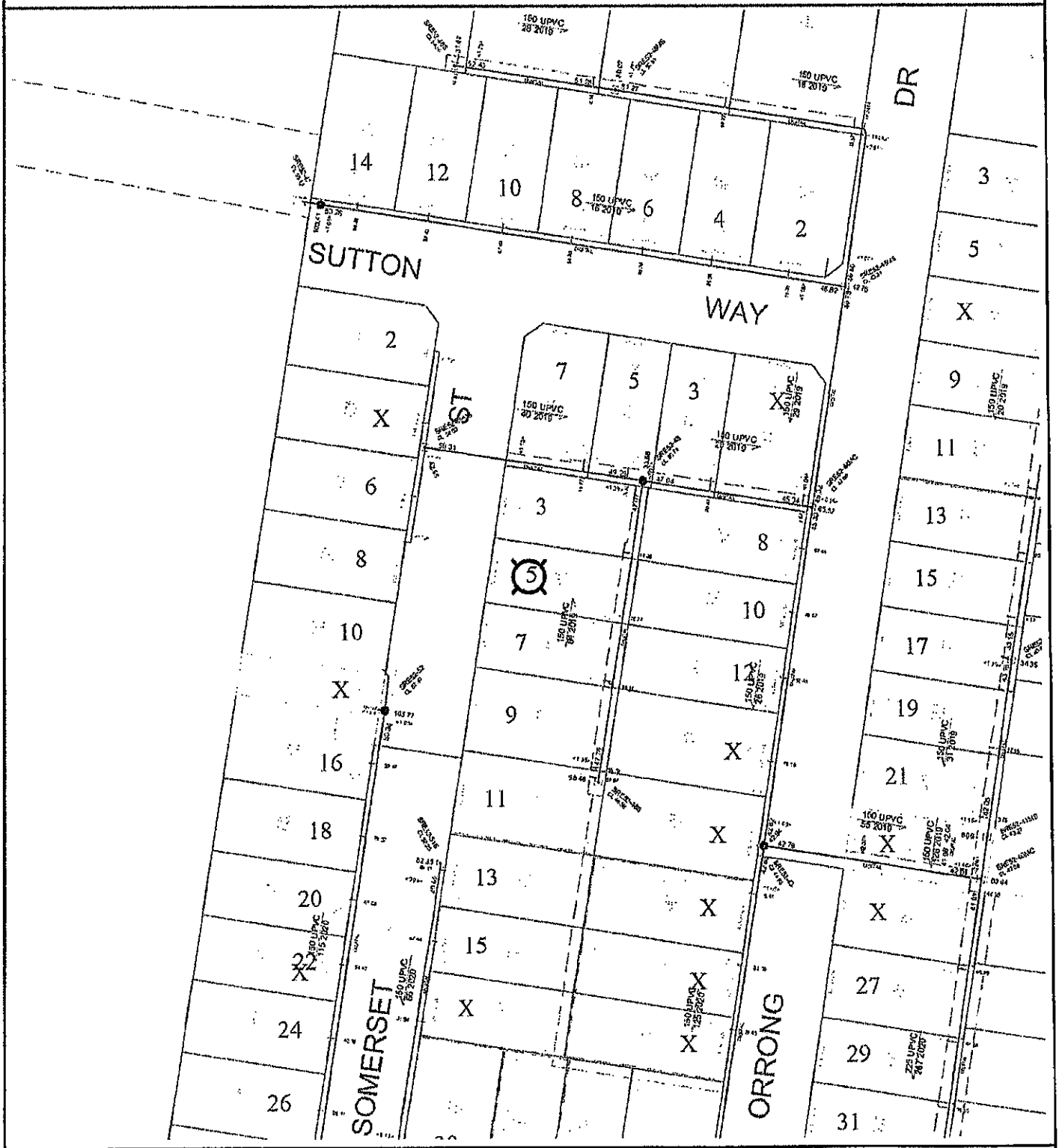
South East Water

Property: Lot 125 5 SOMERSET STREET OFFICER 3809

Case Number: 46530798

20 0 20 40
Scale in Metres

Date: 01MAY2024



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

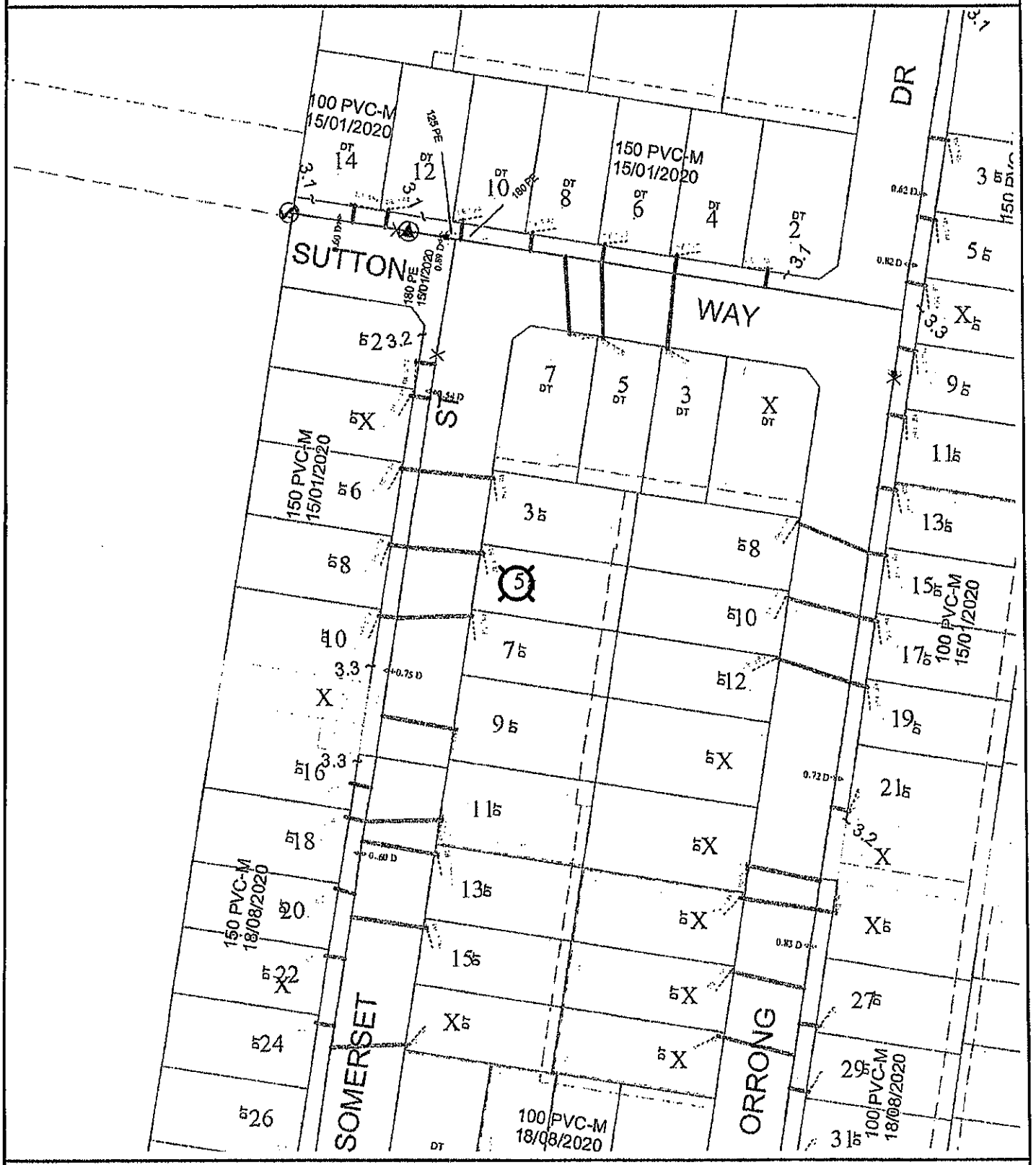
South East Water

Property: Lot 125 5 SOMERSET STREET OFFICER 3809

Scale in Metres: 20 0 20 40

Case Number: 46530798

Date: 01MAY2024



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LEGEND

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

ASSET INFORMATION - RECYCLED WATER

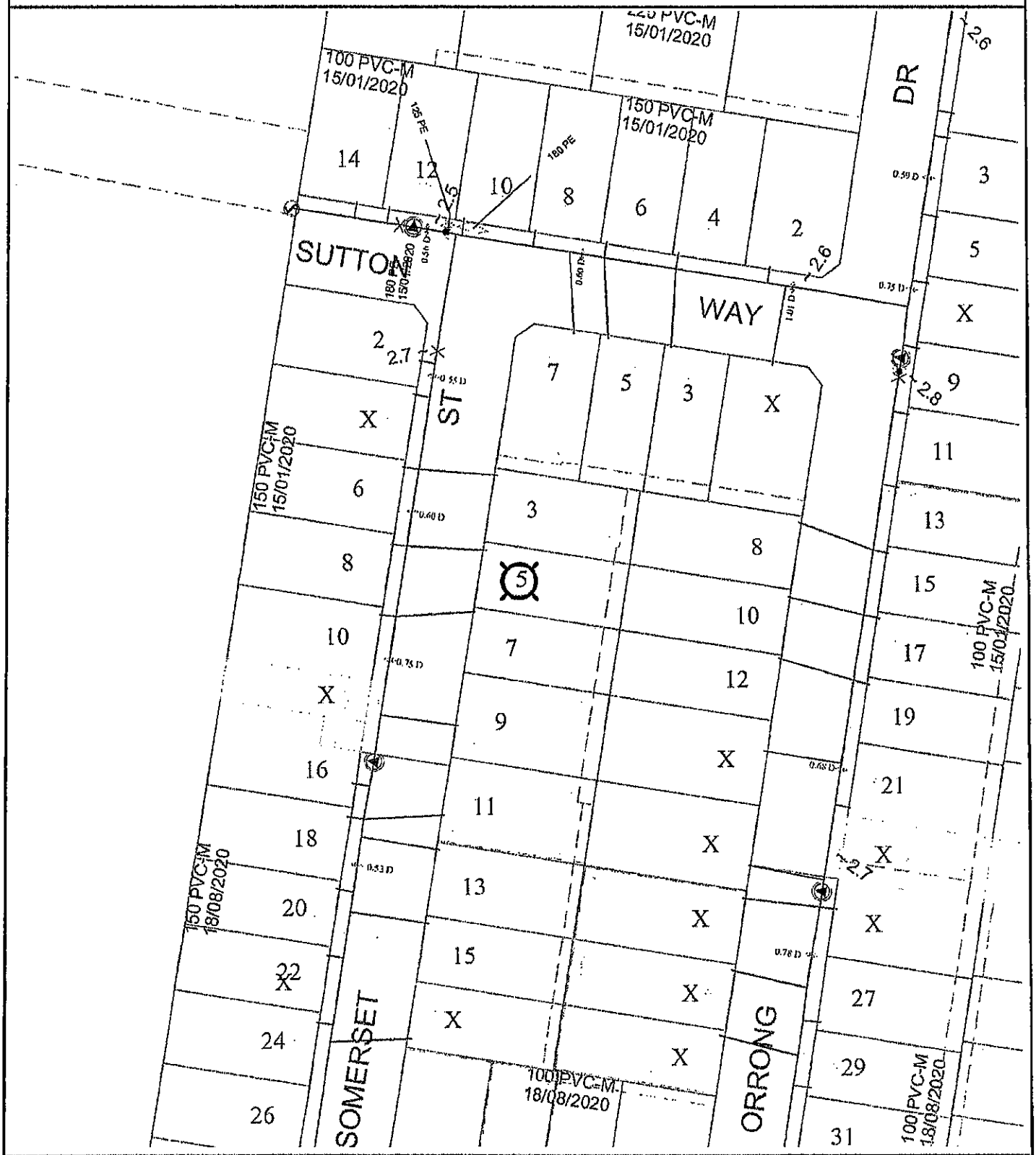
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 125 5 SOMERSET STREET OFFICER 3809

Case Number: 46530798

Scale in Metres: 20 0 20 40

Date: 01MAY2024



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

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement	100 CKL 26.9.1975	Recycled Water Main & Services	~ 1.0	Offset from Boundary

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021

Cardinia

Bonbeach Conveyancing Services c/o LANDATA
DX 250639
Melbourne Vic 3001

CERTIFICATE NO : 79351
APPLICANT REFERENCE : 72676654-018-4
DATE: 2/05/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law or by law of the Council.

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

ASSESSMENT NO : 5000029343
PROPERTY LOCATION : 5 Somerset St
Officer 3809
TITLE DETAILS : L125 PS817490 V12201 F588

VALUATIONS	
SITE VALUE :	365000
CAPITAL IMPROVED VALUE :	635000
NET ANNUAL VALUE :	31750
LEVEL OF VALUE DATE :	01/01/23
OPERATIVE DATE :	01/07/23

PROPERTY RATES & CHARGES
Rates and charges for the financial year ending 30 June 2024

RATES & CHARGES	*LEVIED*	*BALANCE*
ARREARS BROUGHT FORWARD		$0.00
RATES	$1,415.22	$353.82
INTEREST		$0.00
MUNICIPAL CHARGE	$0.00	$0.00
FIRE SERVICES PROPERTY LEVY	$154.21	$38.56
GARBAGE	$438.60	$109.65
GREEN WASTE LEVY	$0.00	$0.00

SPECIAL RATES /SPECIAL CHARGES

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

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING $502.03

BPAY Biller code : 858944
Reference : 50000293436

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021

5 Somerset St
Officer
L125 PS817490 V12201 F588

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

---

OPEN SPACE CONTRIBUTION

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

FLOOD LEVEL

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

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

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

I acknowledge having received the sum of $28.90 being the fee for this certificate.

Delegated Officer: .....

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

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

BONBEACH CONVEYANCING SERVICES

Your Reference:	LD:72676654-014-6.JONES &
Certificate No:	75833527
Issue Date:	01 MAY 2024
Enquiries:	ESYSPROD

Land Address: 5 SOMERSET STREET OFFICER VIC 3809

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47223918	125	817490	12201	588	$0.00

Vendor: SIDNEY KNEEBONE & KYLA JONES

Purchaser: YET NOT

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS SIDNEY SHAY KNEEBONE	2024	$365,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$635,000
SITE VALUE:	$365,000
CURRENT LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 75833527

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.

8. 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 = $1,545.00

Taxable Value = $365,000

Calculated as $1,350 plus ($365,000 - $300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 75833527

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: 75833527

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

BONBEACH CONVEYANCING SERVICES

Your Reference: LD:72676654-014-6.JONES & KNEE

Certificate No: 75833527

Issue Date: 01 MAY 2024

Land Address: 5 SOMERSET STREET OFFICER VIC 3809

Lot	Plan	Volume	Folio
125	817490	12201	588

Vendor: SIDNEY KNEEBONE & KYLA JONES

Purchaser: YET NOT

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 75833527

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 75833525

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: 75833525

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)

Cardinia

2 May 2024

Property number 5000029343
Your reference 72676654-019-1
Receipt number ——————

Bonbeach Conveyancing Services c/o LANDATA

Land (property) Address: Lot 125 (5) Somerset Street Officer VIC 3809

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
BS-U 1441 9257526029277/0	31-Mar-2021	26-Oct-2021
Details of Build:		
Dwelling, garage and retaining wall		
Building Surveyor:		
Jason Daniels ABS Advance Building Strategies		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details
N/A		

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided.
The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely

Delegate of the Municipal Building Surveyor

Cardinia Shire Council
ABN: 32 210 906 807
20 Siding Ave, Officer

PO Box 7
Pakenham 3810
(DX 81006)

Phone: 1300 787 624
Email: mail@cardinia.vic.gov.au
Web: cardinia.vic.gov.au

Form 4

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Prior to Certification Conditions:

1. Before any plan of subdivision is certified under the *Subdivision Act 1988*, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application by Taylors (Job No. 00426, Concept 9, Dated 12.3.2015), but modified to show:

   a) The location of any roads and associated infrastructure (e.g. bitumen, crossovers, footpaths, lightpoles etc.) located within the gas pipeline easement, which must be approved by APA Group. Please note: Appropriate pipeline crossing protection measures may also need to be included on these plans if required to be shown by APA Group.

   b) Additional splay to the satisfaction of the Responsible Authority in the south-east corner of the 500sqm lot to the north of the Local Arterial Road to accommodate the future road alignment.

   c) The creation of a super-lot containing the following lots:

      i. The one Standard Density Residential lot which adjoins the western boundary and is located directly north of the drainage reserve; and

      ii. The seven Standard Density Residential lots which adjoin the western boundary and are located south of the drainage reserve.

   d) The creation of a super-lot containing the following lots:

      i. The four Low Density Residential lots which adjoin the western boundary and are located to the south of the Local arterial road and adjacent to the orchard trees.

   e) The following trees shown as retained:

      i. The tree located within the 1003sqm lot which adjoins the eastern boundary of the land within Stage 3.

      ii. The two trees located within the 1030sqm lots located to the south of the Local Arterial Road within Stage 3.

      iii. The tree located within the 1001sqm lot located to the north of the street running east-west within Stage 4.

      iv. The tree located within the 0.38ha Open space reserve

      v. All native vegetation within the 1.69ha drainage corridor.

   f) The 1002sqm and 1003sqm lots which adjoin the eastern boundary within Stage 3 re-configured so that the trunk of the existing tree is setback over 1.5m from any proposed boundary fence and located outside any proposed building envelope.

   g) The two 1030sqm lots located to the south of the local arterial road within Stage 3 re-configured so that the trunks of the two existing trees are setback over 1.5m from any proposed boundary fence and located outside any proposed building envelope.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

h) The 1001sqm and 1142sqm lots located to the north of the street running east-west within Stage 4 re-configured so that the trunk of the existing tree is setback over 1.5m from any proposed boundary fence and outside any proposed building envelope.

i) Temporary court bowls or turning areas to the satisfaction of the Responsible Authority for any road/s which do not connect or link through.

j) Identification of the Connector Road as a Local Arterial Road in the Site Area Table.

k) Identification of the Drainage corridor and the area over the Gas Pipeline as Encumbered Open Space.

l) The telecommunications optical fibre cable network (or superior technology) for the subdivision. This can be shown indicatively on the plan or as a notation on the plan.

2. The layout of the subdivision, and access as shown on the endorsed plan/s, must not be altered without the prior written consent in writing of the Responsible Authority.

3. The subdivision of the land must proceed in the order of stages as shown on the endorsed plans except with the prior written consent of the Responsible Authority.

4. Once the development of each stage has commenced, that stage must be continued and completed to the satisfaction of the Responsible Authority.

5. Before the submission and approval of detailed design construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a *functional layout plan* for the subdivision or stage of subdivision, generally in accordance with the standards nominated in the Cardinia Shire Council "Guidelines for the Development & Subdivision of Land", "Development Construction Specification" and the Water Sensitive Urban Design (WSUD) Guidelines, to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority.

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

   The *functional layout plan* must show:

   a) A fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers and widths of street reservations,

   b) Topography and existing features, including contours for the subject land and any affected adjacent land,

   c) Identification by survey of all trees (or group of trees) existing on the subject land, including dead trees and those that overhang the subject land from adjoining land,

   d) Details of temporary tree protection zones during the construction phases for all trees to be retained,

   e) All trees proposed for removal from the subject land clearly designated,

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

f) Typical cross-sections for each street type, dimensioning individual elements, services offsets and any other spatial requirements identified in the Development Plan,

g) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls,

h) The proposed minor drainage network and any spatial features requiring access,

i) The major drainage system, including any watercourse, lake, wetland, sediment pond rain gardens, bio-infiltration system and/or piped elements showing preliminary sizing,

j) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination,

k) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for the construction and maintenance,

l) A table of offsets for all utility services and street trees,

m) Preliminary location of reserves for electrical kiosks and

n) Traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays.

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

i. The relationship between the subject subdivision stage and surrounding land,

ii. Proposed linkages to future streets, open space, regional path network and upstream drainage,

iii. Works external to the subdivision, including both interim and ultimate access requirements,

iv. Intersections with Category 1 roads showing interim and ultimate treatments,

v. Drainage and sewerage outfalls including any easements required over other property.

6. Before the plan of subdivision for the first stage of development is certified under the *Subdivision Act 1988*, unless otherwise agreed in writing by the Responsible Authority a Public Infrastructure Plan (PIP) must be submitted to and approved by the Responsible Authority.

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

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

a) Provision of land for the Local Arterial Road.

b) Construction of the Local Arterial Road.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

c) Provision of land for the Quirks Creek Regarding Basin.

d) Rehabilitation and conservation of Quirks Creek Retarding Basin (Stages 1 & 2).

e) Provision of land for encumbered open space over the Gas Pipeline.

f) The staging sequence.

g) The extent of any stormwater drainage works and road works proposed or required under this permit.

h) The land which is required to be set aside for infrastructure identified in the DCP or the PSP including land required for public open space and community facilities and any proposed reconciliation payment in respect of the land having regard to its value set out in the DCP.

i) Subject to the consent of the Collecting Agency, any infrastructure works set out in the DCP which can be provided 'in lieu' of development contributions in accordance with the DCP.

j) The effects of the provision of infrastructure on the land or any other land.

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

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

7. Before the plan of subdivision is certified for any stage of subdivision under the *Subdivision Act 1988*, unless otherwise agreed in writing by the Responsible Authority, the owner must enter into an agreement or agreements under section 173 of the *Planning and Environment Act 1987* which provides for:

a) The implementation of the Public Infrastructure Plan approved under Condition 6 of this permit.

b) The timing of any payments to be made to the owner in respect of any infrastructure project having regard to the availability of funds in the DCP or the public open space account.

8. Before the Plan of Subdivision for the first stage is certified under the *Subdivision Act 1988*, a landscape master plan for the entire estate to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority and APA Group. The plan must be drawn to scale with dimensions and provided in electronic format (PDF and CAD). The plan must show:

a) Existing Vegetation to be retained and or removed on and abutting the subject land, including locations and details of temporary tree protection fencing to be erected during the construction phases for all trees to be retained on the subject land. The following existing vegetation must be shown as retained:

i. The tree located within the 1003sqm lot which adjoins the eastern boundary of the land within Stage 3.

ii. The two trees located within the 1030sqm lots located to the south of the Local Arterial Road within Stage 3.

iii. The tree located within the 1001sqm lot located to the north of the street running east-west within Stage 4.

iv. The tree located within the 0.38ha Open space reserve

v. All native vegetation within the 1.69ha drainage corridor.

b) Key themes, landscape principles and character that will define the subdivision.

c) The type of species to be used for street tree planting in various stages of the subdivision. All street trees adjoining the drainage corridor are to be indigenous.

d) Entrance treatments.

e) The principles and graphical concepts of the treatment of the open space reserves, including the gas pipeline easement. All landscaping within the gas pipeline easement is to be to the satisfaction of APA Group.

f) The principals and type of species to be used for landscape strips. All species are to be indigenous and enhance the scenic and landscape values of the ridgeline.

g) How any landscape requirements or guidelines within the Cardinia Road Precinct Structure Plan are proposed to be implemented.

The landscaping works shown on the endorsed landscape master plan/s are to be used to inform the final construction drawings and landscape specifications developed for construction and approved by open space. The landscaping works shown on the approved landscape plan/s must be carried out and completed to the satisfaction of the Responsible Authority.

9. Before the plan of subdivision for the first stage of subdivision is certified under the *Subdivision Act 1988*, the permit holder must nominate the telecommunications fibre to the premises (FTTP) network provider the Council's Subdivision Department (Phone: 5945 4315).

10. Before the plan of subdivision for the first stage of subdivision is certified under the *Subdivision Act 1988*, three (3) copies of an additional Hydrogeology Management Report to the satisfaction of the Responsible Authority must be submitted to the satisfaction of the Responsible Authority. The report must reference the 'Hydrogeology Assessment: 155 Peck Road Officer' (Project Ref: 1113 – Officer (Rev 1)) by Atma Environmental, dated 21st March 2014 and must:

a) Clearly set out recommendations of any controls/measures required to mitigate impacts of groundwater, salinity and surface water conditions on the subdivision and future development, including how these measures will be implemented, and any monitoring required to understand seasonal changes.

b) Provide confirmation that the implementation of these specific mitigation controls/measures will satisfactorily mitigate against any potential groundwater, salinity and surface water impacts.

All works must be carried out in accordance with the Hydrogeology Management Report and reference the Hydrogeology Assessment: 155 Peck Road Officer (Project Ref: 1113 – Officer (Rev 1)) by Atma Environmental, dated 21st March 2014 to the satisfaction of the Responsible Authority.

11. Before the plan of subdivision for each stage of subdivision is certified under the *Subdivision Act 1988*, building design guidelines and fencing controls must be submitted to and approved by the Responsible Authority. The guidelines must address the Housing and Lot Size Diversity and Image,

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Character and Unique Features Themes of the Cardinia Road Precinct Structure Plan and provide for the following to the satisfaction of the Responsible Authority:

a) Building envelopes for each Standard Density Residential lot which generally accord with the standards of Clause 56.04-2. For Standard Density Residential lots which adjoin the western boundary a minimum building setback of 3m from the western boundary is to be shown (below the recommended maximum noise level of 50 dB(A) as per the AECOM Noise Impact Assessment). No building or part of a building may be constructed outside of a building envelope.

b) Building envelopes for each Low Density Residential lot which are to be in accordance with the building envelopes on the Subdivision Masterplan by Taylors (Job No. 00426, Concept 9, Dated 12.3.2015) with the following changes:

   i. Building envelopes for all Low Density Residential lots. Building envelopes not already shown on the plan are to be setback a minimum of 5m from the front boundary, 3m from any side boundary abutting a road and 2.5m from any side boundary abutting a residential lot with the following exceptions:

      - The 1032sqm lot adjoining the northern and western boundary is to have a minimum building setback of 6m from the western boundary (below the recommended maximum noise level of 50 dB(A) as per the AECOM Noise Impact Assessment).
      - The envelopes for the 1003sqm and 1002sqm lots which adjoin the eastern boundary within Stage 3 reduced so that the existing tree is located outside the building envelopes.
      - Building envelopes for the two 1030sqm lots located to the south of the local arterial road within Stage 3 reduced so that the existing trees are located outside the building envelopes.
      - The building envelopes for the 1001sqm and 1142sqm lots located to the north of the street running east-west within Stage 4 reduced so that the existing tree is outside the building envelopes.

   ii. Building envelopes for all lots within the Significant Landscape Overlay area are to have a height limit of 9m above natural ground level.

   No building or part of a building may be constructed outside of a building envelope.

c) Fencing treatments, including the following requirements:

   i. Boundary fencing along the western title boundary is to accord with the '155 Peck Road Multi-lot Subdivision Noise Impact Assessment' by AECOM dated 15th October 2015.

   ii. For Standard Density Residential lots front fencing forward of the dwelling which is not constructed on retaining walls is not to be more than 1.2m in height and at least 20% transparent.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

iii. For Low Density Residential lots front fencing forward of the dwelling which is not constructed on retaining walls is not be more than 1.2m in height and at least 80% transparent.

iv. No front boundary fencing along frontages containing retaining walls.

v. Side boundary fencing between lots (inter-lot fencing) is to be setback 1 metre behind the dwelling façade.

vi. Side boundary fencing for lots adjoining open space reserves is to be setback a minimum of 4 metres behind the dwelling façade, is not to exceed 50% of the length of that side property boundary, is to be at least 25% transparent and is to commence at the rear of the lot.

vii. Side boundary fencing for corner lots is not to exceed 60% of the length of that side property boundary commencing at the rear of the lot with the following exceptions:

- Side boundary fencing for the 1025sqm and 1008sqm corner lots siding the local arterial road is not to exceed 50% of the length of that side property boundary commencing at the rear of the lot.

viii. Side boundary fencing for corner lots which are not constructed on retaining walls is not to be more than 1.8m in height.

ix. Side boundary fencing constructed above any retaining walls that exceed 0.5m in height is to be visually appealing and complementary (eg timber slat, brush or colorbond fencing).

x. Side boundary fencing constructed above any retaining walls that exceed 1m in height is not to exceed 1.5m in height.

xi. Materials, including colours, for proposed retaining walls.

d) Driveway treatments, including the following requirements:

i. The width of the driveway is not to exceed the width of the garage opening.

ii. The gradient of the driveway is not to exceed 20%.

iii. Except with the prior written consent of the Responsible Authority, direct vehicular access from lots onto the Local Arterial Road is not permitted, with the exception of the two 1030sqm lots adjoining the Local Arterial Road. Note: The future development of the super-lot area adjacent to the Local Arterial Road may result in one additional lot requiring direct vehicular access onto the Local Arterial Road.

e) Measures to produce an attractive streetscape and landscape, including the following requirements:

i. Details about the width of frontages and garages as a ratio to ensure that garages do not dominate the streetscape. Garages of single storey dwellings are not to occupy greater than 50% of the dwelling frontage. Separate provisions are to relate to two storey dwellings.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

ii. Garages located on the primary street frontage are to be setback a greater distance to that of the dwelling.

iii. Low Density Residential lots are to have a maximum building coverage of 60% of the lot.

iv. All visible walls from the street must contain at least one habitable room window.

v. No more than three dwellings of the same façade may be built in the same street.

vi. Specific design elements for corner lots (dwellings are to address the secondary street frontage with a habitable room window and articulation of the front façade is to continue around the secondary street frontage for the length of one room).

- For double storey dwellings located on corner lots, as a minimum, one habitable room window at least 1.5sqm in area is to be located on the side/secondary frontage of the second storey.
- For single storey dwellings located on corner lots, as a minimum, one habitable room window at least 1.5sqm in area is to be located on the side/secondary frontage and be located forward of the side boundary fence.

vii. Specific design elements for lots with sideages to open space reserves (dwellings are to address the reserves with a habitable room window and articulation of the front façade is to continue around the secondary street frontage for the length of one room).

- For double storey dwellings with sideages to open space reserves, as a minimum, one habitable room window at least 1.5sqm in area is to be located on the second storey on the sideage to the open space.
- For single storey dwellings within sideages to open space reserves, as a minimum, one habitable room window at least 1.5sqm in area is to be located forward of the side boundary fence on the sideage to the open space.

viii. Specific design elements for dwellings located on Low Density Residential lots within the Significant Landscape Overlay to address the sloping landscape.

ix. Landscape requirements including the inclusion of a canopy tree within the front setback. For lots identified as Low Density Residential the canopy tree needs to be an indigenous species.

f) Details about any benching and associated structural elements, designed to blend in with the landscape.

g) The restriction or agreement relating to the building envelope is to cease to apply to any lot affected by the building envelope after the issue of a Certificate of Occupancy (or the like) under the Building Act for the whole of a dwelling on the lot to which the building envelope applies or at any other time which is specified in the restriction or agreement.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Prior to Statement of Compliance Conditions:

12. Before a statement of compliance is issued for the first stage of subdivision under the *Subdivision Act 1988*, a Land Management Plan which provides for the interim management of land until ultimate development to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plan must include:

    a) Details about the placement of fill and prevention of dumping of materials;

    b) Dust control measures;

    c) Weed and pest control measures;

    d) Mowing, slashing and fire risk management;

    e) Details about grazing and other agricultural activity;

    f) Access management (i.e. limiting access to the land from existing public roads until their construction to an urban standard) and construction access.

13. Before the issue of a Statement of Compliance for the first stage of subdivision under the *Subdivision Act 1988*, the existing shedding, dwelling and all associated features including underground tanks, septic tank and septic tank systems (including fittings and fixtures) must be removed from the site to the satisfaction of the Responsible Authority.

14. Before the issue of a Statement of Compliance for the first stage of subdivision under the *Subdivision Act 1988*, the permit holder must design and construct Peck Road from Brown Road to the west to the eastern boundary of the site to the following standards in accordance with plans and specifications approved by and to the satisfaction of the Shire Council:

    a) Fully sealed road pavement, with kerb and channel on the south side of the road, 7.5 metres from the back of kerb to the edge of seal.

    b) Concrete footpath and underground drainage along the south side of Peck Road.

    c) Residential concrete vehicle crossing to service all lots.

15. Before the issue of a Statement of Compliance for the first stage of subdivision under the *Subdivision Act 1988:*

    a) Noise attenuation measures (i.e. fencing) along the western title boundary must be completed in accordance with the recommendations contained in the '155 Peck Road Multi-lot Subdivision Noise Impact Assessment'.

    b) Confirmation in writing from a suitably qualified engineer must be provided advising that the attenuation measures have been completed in accordance with the recommendations contained in the '155 Peck Road Multi-lot Subdivision Noise Impact Assessment'.

16. Before a statement of compliance is issued for each stage of subdivision under the *Subdivision Act 1988*, a detailed landscape plan to the satisfaction of the Responsible Authority must be submitted and approved by the Responsible Authority and APA Group. The detailed landscape plan must be prepared by a person suitably qualified and experienced in landscape design to the satisfaction of

the Responsible Authority. The plans must be drawn to scale with dimensions and provided in electronic format (PDF and CAD). The plans must be in accordance with the endorsed landscape master plan and the safety and risk assessment required by Condition 46 and must show and include:

a) New planting, including their layout to be provided in any road reserves, municipal reserves and the landscape strips.

b) A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant. The plant schedule must be consistent with adjoining sites where roads are continued through. All street trees adjoining the drainage corridor and within land affected by the Significant Landscape Overlay, including the landscape strips are to be indigenous. In addition species within the landscape strip must be selected so as to protect and enhance the scenic and landscape values of the ridgeline.

c) A detailed schedule of any landscaping over the gas pipeline easement. No vegetation is to be planted on the pipeline easement that will obstruct the line of site between awareness pipeline markers and/or that may impact on the structural integrity of the pipeline itself (i.e. through extensive root systems). All landscaping within the gas pipeline easement is to be to the satisfaction of APA Group.

d) A detailed plan showing trees to be removed and trees to be retained, which includes tree protection zones around trees to be retained.

e) The proposed layout, materials and finishes of paths, areas of pavement, playgrounds, play items, structures and street furniture.

f) The proposed road reservation widths and treatment of interfaces with surrounding road reserves.

g) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.

h) Additional supporting information, such as certified structure designs or building forms of fencing, feature walls and the like.

i) The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.

j) The layout of street tree, landscape strips and reserve plantings using semi-mature trees, with minimum container size of 45 litres.

k) The implementation of any landscape principals and guidelines contained in the Cardinia Road Precinct Structure Plan.

17. Before a statement of compliance is issued for each stage of subdivision under the *Subdivision Act 1988*, the landscape works shown on the approved detailed landscape plan for that stage must be carried out and completed to the satisfaction of the Responsible Authority, or by agreement with the Responsible Authority bond landscaping works at the completion of civil works. Payment can be in

the form of a cash bond or bank guarantee to the value of 100% of the landscaping works. The bond will be released upon satisfactory completion of works.

18. Before a statement of compliance is issued for each stage of subdivision under the *Subdivision Act 1988*, bonding must be provided to the Responsible Authority to cover all landscaping works for a twenty four (24) month maintenance period. A Certificate of Final Completion will be issued by the Responsible Authority and the bond released, less any moneys retained for imperfect works, at the end of the quarter for the period in which the twenty four (24) month maintenance period concludes, following the satisfactory completion and satisfactory maintenance of the landscaping. (Please note a Certificate of Practical Completion for street trees will not be issued during the period of November 1st to March 31st).

19. Before a statement of compliance is issued for each stage of subdivision under the *Subdivision Act 1988*, the following must be completed to the satisfaction of the Responsible Authority:

    a) All road and drainage infrastructure must be designed and constructed in accordance with plans and specifications approved by the Responsible Authority. The works must comply with the standards nominated in the Cardinia Shire Council documents "Guidelines for the Development & Subdivision of Land", "Development Construction Specification" and the "Water Sensitive Urban Design (WSUD) Guidelines".

    b) Outfall drainage must be designed and constructed to a satisfactory point of discharge in accordance with plans and specifications approved by the Responsible Authority and Melbourne Water.

    c) All street lighting and pedestrian / cycle paths must be designed and constructed in accordance with Australian Standard 1158.1.

    d) CCTV results for the full length of all stormwater drainage pipes where Cardinia Shire Council is the Responsible Authority must be submitted to the Responsible Authority for assessment.

    e) "As constructed" GIS data for the drainage, road and footpath components of the subdivision must be submitted to the Responsible Authority in accordance with the current version of D-SPEC and R-SPEC. Council's preferred format for the submission of the data is in 'MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid co-ordinates must be MGA zone 55 (GDA 94). Please refer to the A-SPEC website for further information: www.dspec.com.au.

    f) Submit "as constructed" digital road and drainage information in AutoCAD format with all Xrefs binded into the drawings and showing any amendments during construction for all civil works where Council is the Responsible Authority.

    g) Provide telecommunications infrastructure that will provide for fibre to the premises (FTTP) network to the lots.

    h) Written confirmation must be provided to the Responsible Authority from:

        i. 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

ii. 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.

20. Before a statement of compliance is issued for each stage of development the permit holder must implement all recommendations contained in the Hydrogeology Management Report contained at Condition 10 to the satisfaction of the Responsible Authority.

21. Before a statement of compliance is issued under the *Subdivision Act 1988* for each stage of development containing landscape strips, the owner must enter into an agreement or agreements under section 173 of the *Planning and Environment Act 1987* which provides for the establishment, maintenance and protection of landscape strips as shown on the approved plans to the satisfaction of the Responsible Authority.

22. Before a statement of compliance is issued for each stage of development under the *Subdivision Act 1988*, the owner must instigate to the satisfaction of the Responsible Authority appropriate controls to ensure the implementation of the approved Design guidelines. This may be by the use of a Section 173 Agreement under the *Planning and Environment Act 1987*, Notice of Restriction on each plan of subdivision or Memorandum of Common Provisions.

23. Before a statement of compliance is issued under the *Subdivision Act 1988* for each stage of the subdivision, a public open space contribution must be made to Cardinia Shire Council as a cash payment in respect of that stage. The cash payment is to be equivalent to the value of the percentage of Net Developable Area of the land in that stage as set out in the Schedule to Clause 52.10 of the Cardinia Planning Scheme.

24. A Development Infrastructure Levy must be paid to the Collecting Agency, being Cardinia Shire Council, in accordance with the approved Cardinia Road Development Contributions Plan. The Development Infrastructure Levy must be paid to the Collecting Agency within the time specified in the Cardinia Road Development Contributions Plan. If no time is specified in the Cardinia Road Development Contributions Plan, the Development Infrastructure Levy must be paid to the Collecting Agency, being Cardinia Shire Council after certification of the relevant plan of subdivision, but not more than 21 days prior to the issue of a statement of compliance.

25. Before a statement of compliance is issued for the relevant stage/s, under the *Subdivision Act 1988* a certificate from a geotechnical engineer must be submitted to the Responsible Authority certifying that the filling of any dam on the land has been undertaken in accordance with acceptable engineering standards.

26. Before a statement of compliance is issued for each stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide Council with written confirmation from a suitably qualified professional that the requirements of Clause 56.09-3 (Fire Hydrants Objectives Standard C29) of the Cardinia Planning Scheme have been provided on the land.

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

27. The permit holder must within four (4) weeks of the registration of the plans at the Land Titles Office send to the Responsible Authority:
    a) A Certificate of Title for all land vested in the Responsible Authority on the Plan of Subdivision.
    b) A clear A-3 size photocopy of the Title Office approved Plan of Subdivision.

Prior to Native Vegetation removal conditions:

28. Before any native vegetation is removed, the permit holder must provide an offset which contributes a gain of 0.067 general biodiversity equivalence units, within the Port Phillip and Westernport Catchment Management Authority boundary or the Cardinia municipal district, with a strategic biodiversity score of at least 0.147.
29. Before any native vegetation is removed, evidence that an offset has been secured must be provided to the satisfaction of the Responsible Authority. This offset must meet the offset requirements set out in this permit and be in accordance with the requirements of *Permitted clearing of native vegetation – Biodiversity assessment guidelines and the Native vegetation gain scoring manual*. Offset evidence can be either:
    a) a security agreement, to the required standard, for the offset site or sites, including a 10 year offset management plan.

    Or

    b) a credit register extract from the Native Vegetation Credit Register.
30. Where offset evidence is via a security agreement, before any native vegetation is removed, the owner must enter into a Section 173 Agreement which provides for the following:
    a) Every year, for ten years after the Responsible Authority has approved the offset management plan, the permit holder must provide notification to the Responsible Authority of the management actions undertaken towards the implementation of the offset management plan. An offset site condition statement, including photographs must be included in this notification.

    The permit holder must pay to the Responsible Authority the reasonable costs incurred by the Responsible Authority in the preparation or review, execution and registration of the Section 173 Agreement.

Department of Environment and Primary Industries Conditions:

31. Before works start, the permit holder must advise all persons undertaking the vegetation removal and works on site of all relevant conditions of this permit.
32. Before works start, native vegetation protection fencing must be erected around all patches of native vegetation and scattered trees to be retained on site. This fencing must be erected around the patches at a minimum distance of 2 metres from retained native vegetation and at a radius of 12x the diameter at breast height (DBH) to a maximum of 15 metres but not less than 2 metres from the base of the trunk of the scattered trees.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

The protection fencing must be constructed to the satisfaction of the Responsible Authority. The protection fencing must remain in place at least until all works are completed to the satisfaction of the Responsible Authority. Except with the written consent of the Responsible Authority, within this area;

a) No vehicular or pedestrian access, trenching or soil excavation is to occur

b) No storage or dumping of tools, equipment or waste is to occur

c) No entry and exit pits for underground services are to be constructed

33. In order to offset the removal of 0.141 hectares of native vegetation and 16 scattered trees approved as part of this permit, the applicant must provide a native vegetation offset that meets the following requirements and is in accordance with the *Permitted clearing of native vegetation – Biodiversity assessment guidelines and the Native vegetation gain scoring manual*:

The general offset must:

- Contribute gain of 0.067 general biodiversity equivalence units
- Be located within the Port Phillip and Westernport CMA boundary or Cardinia Shire Council municipal district
- Have a strategic biodiversity score of at least 0.147.

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

- A security agreement, to the required standard, for the offset site or sites, including a 10 year offset management plan.
- A credit register extract from the Native Vegetation Credit Register.

35. Every year, for ten years, after the Responsible Authority has approved the offset management plan, the applicant must provide notification to the Responsible Authority of the management actions undertaken towards the implementation of the offset management plan. An offset site condition statement, including photographs must be included in this notification.

General conditions:

36. At least 14 days before any works start, a site specific Construction Environmental Management Plan (CEMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the CEMP will be endorsed and will then form part of the permit. All works must be undertaken in accordance with the approved CEMP.

The CEMP must address all environmental risks and include:

a) Temporary stormwater management including sedimentation control;

b) Provision of pollution and contamination controls including noise and dust;

c) Location of stockpiles and stockpile management;

d) Location of site office and facilities;

e) Equipment, materials and goods management;

f) Tree protection zones, trees to be retained and trees to be removed. The following trees must be retained:

   i. The tree located within the 1003sqm lot which adjoins the eastern boundary of the land within Stage 3.

   ii. The two trees located within the 1130sqm lots located to the south of the Local Arterial Road within Stage 3.

   iii. The largest tree located within the 1030sqm lot located to the north of the street running north-west within Stage 3.

   iv. The tree located within the 1001sqm lot located to the north of the street running east-west within Stage 4.

   v. The tree located within the 0.38ha Open space reserve

   vi. All native vegetation within the 1.69ha drainage corridor.

37. Before development starts, appropriate tree protection fencing must be erected in accordance with the Australian Standard AS 4970-2009 (Protection of trees on development sites) for any trees to be retained. The tree protection fencing must remain in place until the completion of any works herby approved.

38. Waterbodies, including dams, proposed to be removed must first be drained and left without water for at least one month prior to any further disturbance, to allow any remaining L. raniformis to naturally disperse and recolonise adjacent habitats. Dams must be drained using filters on pump intakes to reduce frog mortality.

39. Before street lighting works commence, plans/details must be submitted to and approved by the Responsible Authority which illustrate the lighting of street and pedestrian paths for each stage of subdivision. The plans/details must be in accordance with Australian Standard 1158.1 to the satisfaction of the Responsible Authority.

40. All roads used for the purpose of haulage of imported or exported materials for construction must be:

    a) Approved in writing by the Responsible Authority for the submitted haulage strategy, at least seven days prior to the commencement of use,

    b) Maintained in accordance with the Responsible Authority's maintenance intervention levels, or as requested by the Responsible Authority if the road deteriorates during the haulage period, and

    c) Reinstated to the satisfaction of the Responsible Authority.

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

41. No polluted and/or sediment laden run-off is to be discharged directly or indirectly into drains or watercourses.

42. All earthworks must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion to the satisfaction of the Responsible Authority.

43. The permit holder must provide reflective street number markers on the kerb in front of each lot to the satisfaction of the Responsible Authority.

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

    a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and

    b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with an industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

APA GasNet Conditions:

45. Before any plan of subdivision is certified under the *Subdivision Act 1988*, plans clearly showing the location of any roads and associated infrastructure (e.g. bitumen, crossovers, footpaths, lightpoles etc.) located within the pipeline easement, must be submitted to and approved by APA Group. Please note: Appropriate pipeline crossing protection measures may also need to be included on these plans if required to be shown by APA Group.

46. Prior to any works commencing a safety and risk assessment on the development must be conducted by the permit holder in conjunction with APA GasNet. The assessment must be conducted as soon as possible after the finalisation of the development plan, and prior to any construction or developmental works commencing.

47. All actions identified in the safety and risk assessment on the development must be implemented to the satisfaction of APA Group and the Responsible Authority.

AusNet Services Conditions

48. 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*.

49. The applicant must enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.

50. The applicant must enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.

51. The applicant must 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.

52. The applicant must 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.

53. The applicant must obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.

54. The applicant must 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.

55. The applicant must set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.

56. The applicant must 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.

57. The applicant must 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.

58. The applicant must agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by 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 1988*.

59. The applicant must ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

South East Water Conditions

60. 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.

61. 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.

62. 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.

63. All lots on the Plan of Subdivision are to be provided with separate connections to our potable water supply, recycled water supply and sewerage systems.

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

64. Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the *Subdivision Act 1988*.

Melbourne Water Conditions

65. Pollution and/or sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.

66. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water pipeline and major overland flowpath; and 600mm above the 1 in 100 year flood level associated with any Melbourne Water retarding basin, waterway, wetland; whichever is greater.

67. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.

68. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

69. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria either as outlined in Melbourne Water's Land Development Manual, or where appropriate to Council's requirements and standards.

70. Any proposed fencing for new lots that abut a Melbourne Water Drainage Reserve is to be fully funded by the developer. Melbourne Water will not contribute to the cost of any future fencing required by the development.

71. Prior to Certification of the subdivision:

    a) The Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the *Subdivision Act 1988*.

    b) Easements and/or reserves must be shown on the Plan of Subdivision and must be created over any proposed Melbourne Water assets to the satisfaction of Melbourne Water.

    c) The drainage system shall be designed ensuring that increased flows from the site are restricted to existing drainage structures capacity unless increased flows are approved by Council.

    d) Copy of Council's acceptance/approval for any assets under Council's maintenance shall be provided to Melbourne Water for our records.

    e) The Developer must ensure adequate outfall from the site. A copy of written approval from the relevant affected parties to the satisfaction of Council for the arrangement of appropriate drainage outfall for the subdivision must be provided to Melbourne Water.

    f) A drainage layout plan for the development must be submitted to Melbourne Water demonstrating the proposed alignment for the 1 in 5 year ARI flows and drainage infrastructure and the overland flow paths directions for the 1 in 100 year ARI flood event.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

72. Prior to the commencement of works:

a) A separate application direct to Melbourne Water's Asset Services team must be made for formal approval: for any stormwater connection to a Melbourne Water asset; before building, planting or installing utility works over, or near, any of Melbourne Water's assets. Asset Services team can be contacted on telephone 9679 6614 or email via assetservices@melbournewater.com.au

b) At least 21 days prior to commencement of works, a Site Management Plan detailing pollution and sediment control measures, must be submitted to Melbourne Water.

c) Evidence that the proposed pipeline can cross the existing gas main, including confirmation from the relevant gas authority that adequate clearances and design is to their satisfaction, shall be provided to Melbourne Water and Council for comments/approval.

d) The Developer must ensure adequate outfall from the site to facilitate draining outlet to the affected downstream property owner(s), Council's and Melbourne Water's satisfaction.

e) Confirmation must be provided to Melbourne Water that the Developer's ownership of proposed temporary outfall and ongoing maintenance arrangement is to Council's satisfaction.

73. Prior to the issue of a Statement of Compliance for the subdivision:

a) 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) Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.

c) The submission of as constructed flood mapping information may also be required of 1 in 100 year ARI flood levels.

Public Transport Victoria Conditions

74. Prior to the issue of a Statement of Compliance for any subdivision, all roads that are planned to accommodate a public transport route shown in the *Cardinia Road Precinct Structure Plan*, must be constructed in accordance with road cross sections detailed in the Cardinia Road Precinct Structure Plan, to the satisfaction of the Public Transport Victoria.

Expiry of Permit

75. This permit for subdivision will expire if:

a) The plan of subdivision for the first stage is not certified within two (2) years of the date of this permit; or

b) The plan of subdivision for the last stage of the subdivision is not certified within ten (10) years of the date of this permit; or

Date Issued: 9 February 2016

Signature for the Responsible Authority:

PLANNING PERMIT

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

PLANNING PERMIT NUMBER: T140500

ADDRESS OF THE LAND: L1 PS19434, 155 Peck Road Officer

THIS PERMIT ALLOWS: Subdivision of land, removal of native vegetation and associated works (including road-works) on land affected by the Land Subject to Inundation Overlay, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

c) The registration of the last stage of the subdivision is not completed within five (5) years from the date of certification of that plan of subdivision.

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

76. This permit for native vegetation removal will expire if:

a) The works are not completed within two (2) years of the date of this permit.

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

Notes:

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 252492.

Date Issued: 9 February 2016

Signature for the Responsible Authority:

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

WHEN DOES A PERMIT BEGIN?

A PERMIT OPERATES:

a) From the date specified in the permit, or

b) If no date is specified; from:

   i. The date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or

   ii. The date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A PERMIT FOR THE DEVELOPMENT OF LAND EXPIRES IF:

a) The development or any stage of it does not start within the time specified in the permit, or

b) The development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two (2) years of the issue of the permit, unless the permit contains a different provision, or

c) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in case of a subdivision or consolidation within five (5) years of the certification of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.

A PERMIT FOR THE USE OF LAND EXPIRES IF:

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

b) The use is discontinued for a period of two (2) years.

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

a) The development or any stage of it does not start within the time specified in the permit, or

b) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified within two years after the issue of the permit.

c) The use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or

d) The use is discontinued for a period of two (2) years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:

a) The use or development of any stage is to be taken to have started when the

b) Plan is certified; and

c) The permit expires if the plan is not certified within two years of the issue of the permit.

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

WHAT ABOUT APPEALS?

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

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

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

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

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

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

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

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

Cardinia

17 November 2017

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

s.lake@taylorsds.com.au

Dear Sir/Madam,

Application No.:	**T140500 - PC1**
Property No.:	**1678650100**
Address:	**L1 PS19434, 155 Peck Road, Officer Victoria 3809**
Proposal:	**Plans to Comply**

I refer to the above planning permit and your application to comply with permit conditions.

I wish to advise that the plans have been approved under Condition 1 of the permit.

Please find enclosed your copy of the approved endorsed plans. These plans now form part of the planning permit and should be attached to the permit and kept in a safe place for future reference.

If you have any further queries regarding this matter, please contact Council's Development Services department on 03-5943-4268 or mail@cardinia.vic.gov.au

Yours faithfully,

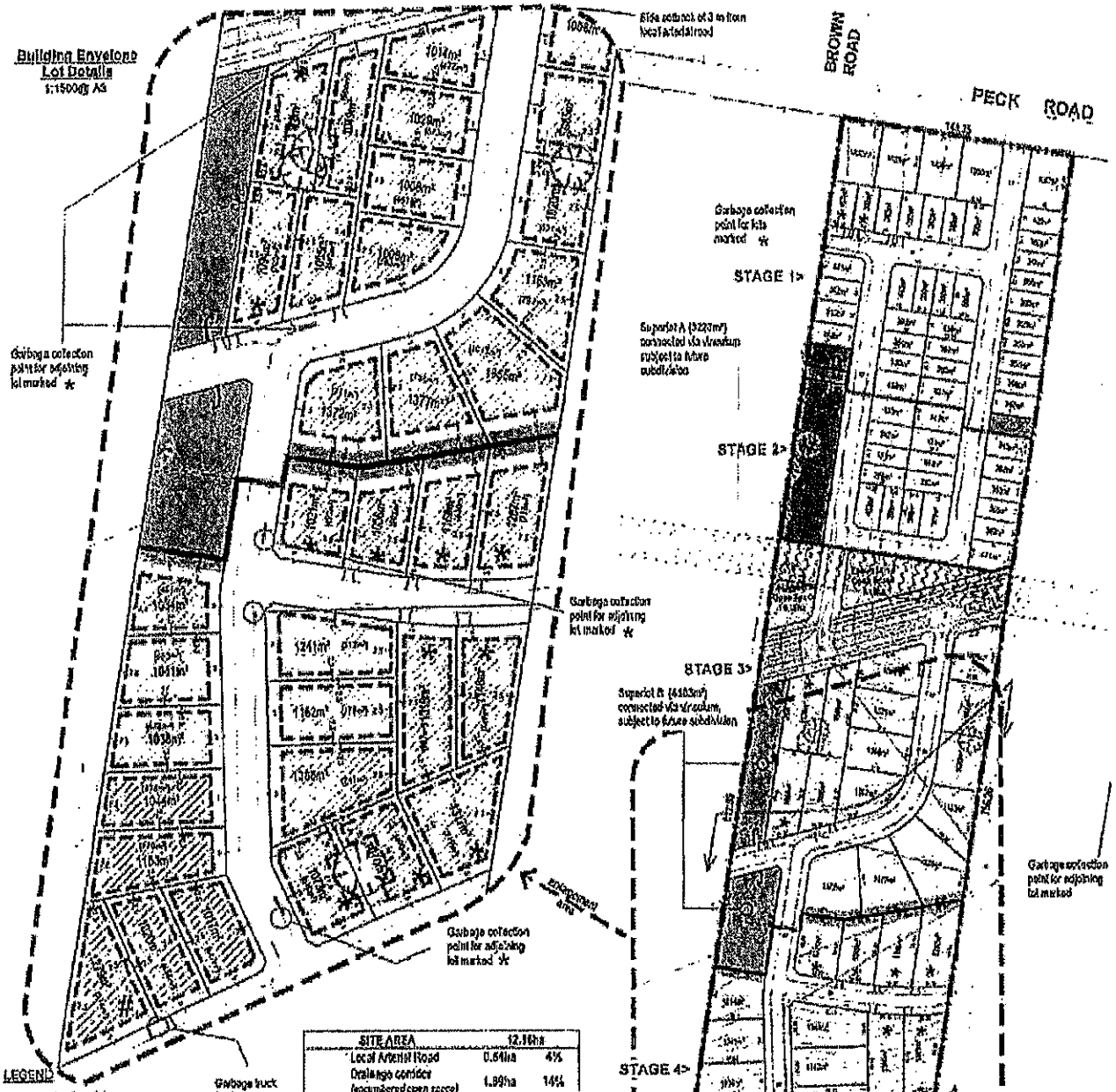
Lisa Hall
Principal Growth Area Planner

Cardinia Shire Council
ABN: 32 210 906 807
20 Siding Ave, Officer

PO Box 7
Pakenham 3810
(DX 81006)

Phone: 1300 787 624
Email: [illegible]
Web: [illegible]

INVESTORS IN PEOPLE | Gold



SITE AREA		12.16ha	
	Local Arterial Road	0.54ha	4%
	Drainage corridor (encumbered open space)	1.99ha	16%
	Local Drainage reserve	0.09ha	1%
	Encumbered Open Space	0.33ha	3%
	Local Road	2.29ha	18%
	Residential Lot	6.64ha	54%
	Superlot	0.73ha	6%
	(Net:	12.16ha	100%

STANDARD DENSITY RESIDENTIAL LOT YIELD		
Total:	51	
Average:	400m²	
Lot Range (min - max)	350m² - 505m²	

LOW DENSITY RESIDENTIAL LOT YIELD		
Total:	40	
Average:	1123m²	
Lot Range (min - max)	985m² - 1,655m²	
Total Lot Yield:	91	

*Will vary by superlots

Lot Average Width

Average Width	Amount
12-13m	21
14-15m	17
16-17m	3
18-20m	9
21-30m	4

Overall Lot Size Distribution

Lot Range	No. Lots	Percentage
350-399	46	51%
400-499	5	5%
500+	40	44%
Total	91	100%

Standard Residential Lot Size Distribution

Lot Range	No. Lots	Percentage
350-399	45	88%
400-499	6	11%
500+	0	0%
Total	51	100%

LEGEND

- Site Boundary
- Extent of Main Water Reserve
- Landscape Strip
- Building Envelope Exam
- Standard Density Residential (350m² - 750m²)
- Low Density Residential (985m² - 5000m²)
- Superlot, Standard/low density
- Existing Tree
- Existing Tree to be retained. (trunks of trees/edges to be setback a min of 1.5m from any proposed boundary)
- Staging
- Significant Landscape Overlay
- Drainage reserve lot
- Land subject to variation
- Temporary Turning
- Temp Grb collection points for lots marked ✱, Bin locations subject to detailed design at EFP stage
- # Lot to be withheld from sale for temporary garbage truck turning movement. Refer to Section 173 agreement for further details

Garbage truck turning area (temporary), using industrial strength crossovers.

APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME

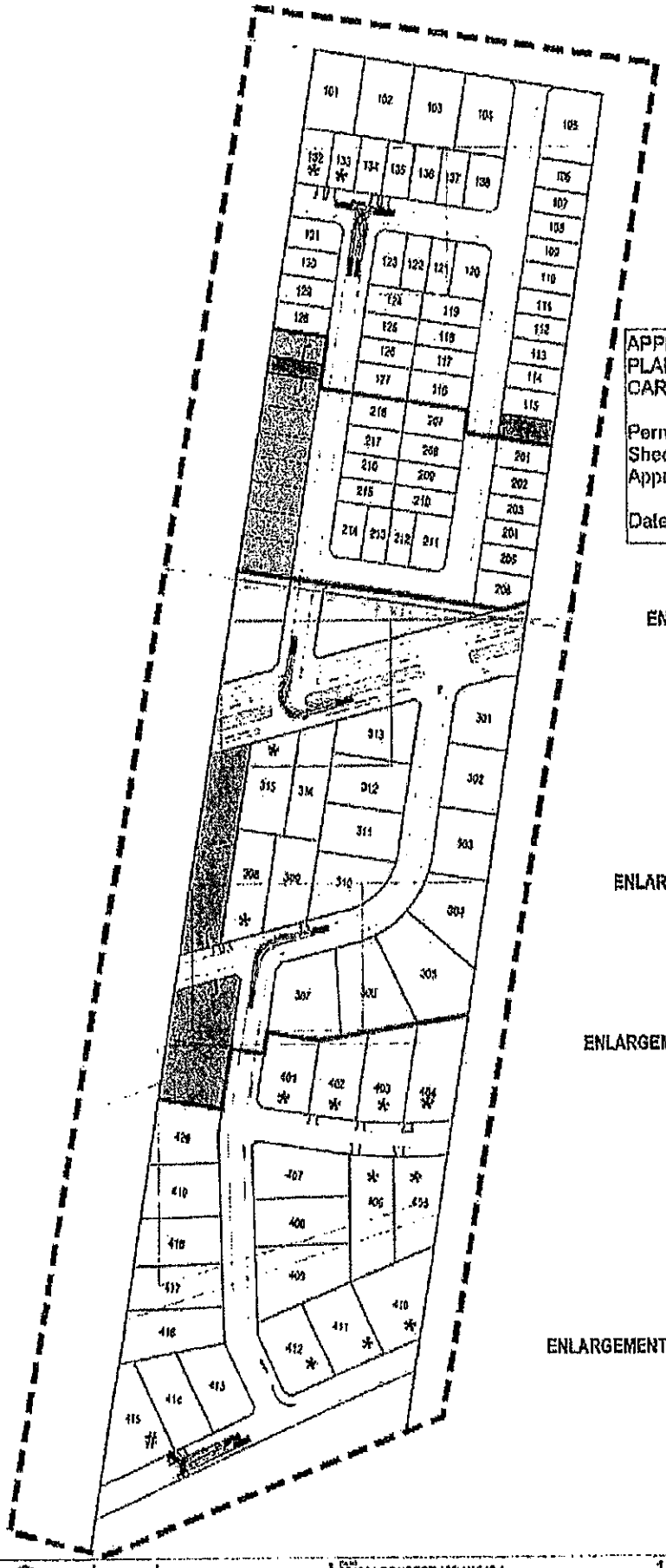
Permit No.: T140500
Sheet: 1 of 3
Approved by: Lisa Hall
Date: Wednesday, 30 November 2011

155 Peck Road
CARDINIA SHIRE COUNCIL
SUBDIVISION MASTERPLAN

TAYLORS

0 25 50 75 metres
Scale 1:2500 @ A3

00425 | CONCEPT | 130 | GUB
27/09/2011
AEP SJL



ENLARGEMENT A

APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME

Permit No.: T140500
Sheet: 2 of 3
Approved by: Lisa Hall
CARDINIA SHIRE COUNCIL
Date: Wednesday, 15 November 2017

ENLARGEMENT B

ENLARGEMENT C

ENLARGEMENT D

ENLARGEMENT E

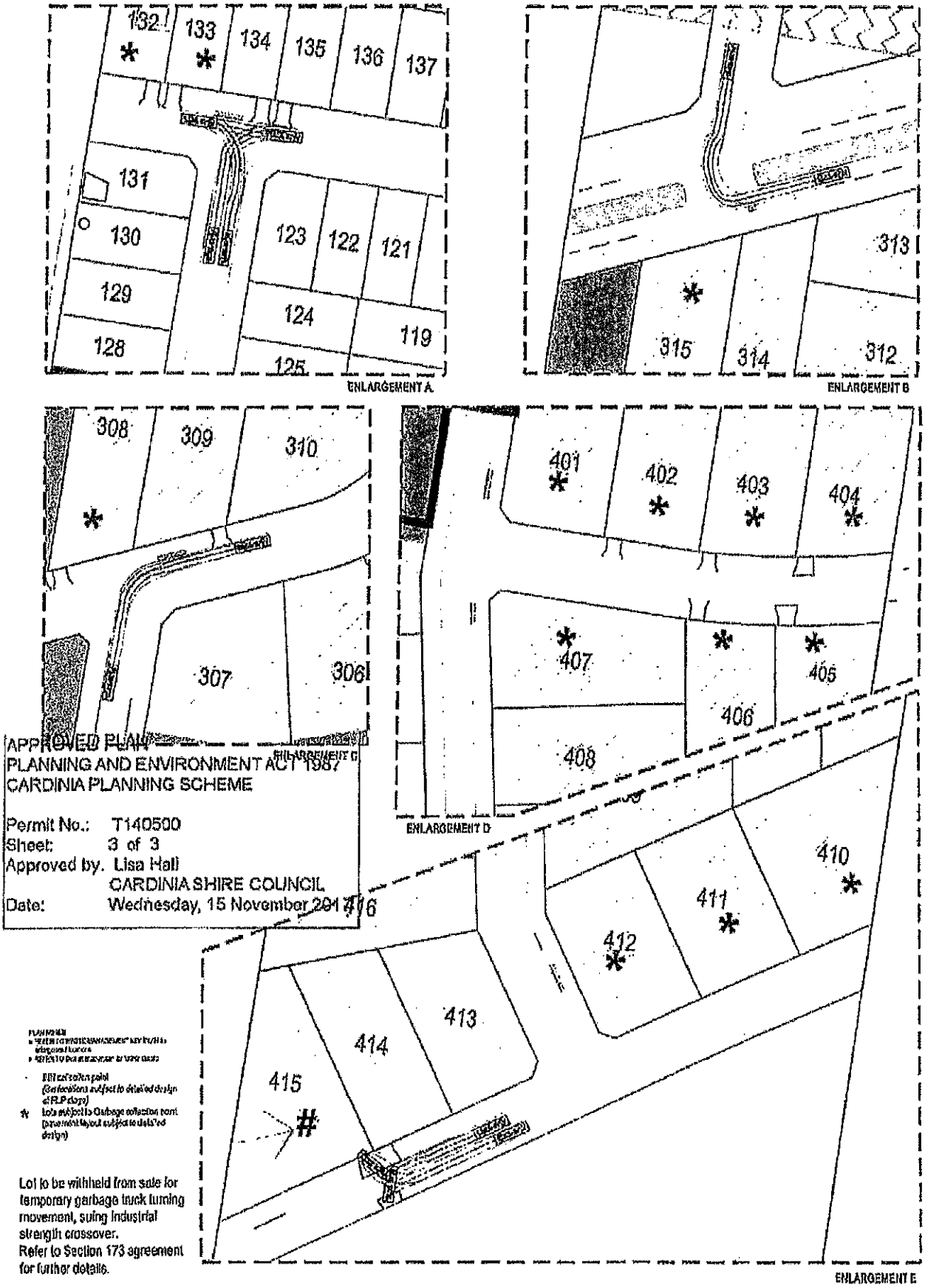
TAYLORS

0 20 40 60 METRES
Scale 1:2000 @ A3

00426 | CONCEPT 130 | WMP 1
27/09/2017
KEP SJL

156 Peck Road
Officer 3809
Cardinia City Council

WASTE MANAGEMENT
KEY PLAN



TAYLORS

Scale 1:500 @ A3

00426 | CONCEPT 138 | WMP 2
27/09/2017
AEP SR

155 Peck Road
Officer 3809
Cardinia City Council

WASTE MANAGEMENT ENLARGEMENTS

advance BUILDING STRATEGIES
Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road
Cheltenham Victoria 3192
T: 8585 3800 F: 8786 3866
www.buildingstrategies.com.au

BUILDING PERMIT

Building Act 1993 **Building Regulations 2018:- Reg 37(1)** **Form 2**

Permit Number: BS-U 1441 9257526029277/0

Issued to:	**Mathew Mepstead of Beachwood Homes P/L**	**Mobile: 0402 472 941** **ACN:075832530**
	PO Box 8528 CARRUM DOWNS VIC 3201	**danielle@beachwood-homes.com.au;construction support@beachwood-homes.com.au;tristram@beachwood-homes.com.au**
Ownership:	**Martin Adams Property Trust as Martin Adams Property Pty Ltd** **39/15 Beach Street** **PORT MELBOURNE 3207**	
Email:	**alan.a@comcen.com.au**	

Property Details: **5 Somerset Street OFFICER**
Lot: 125 LP/PS: **PS817490A** Vol: **12201** Fol: **588**
Municipality: **Cardinia Shire Council**

Builder:	**Mathew Mepstead of Beachwood Homes P/L**	**0402 472 9419770 8806** **ACN: 075832530**
	PO Box 8528 CARRUM DOWNS VIC 3201	**danielle@beachwood.melbourne;tara@beachwood.melbourne;**
Natural Person:	**Mathew Mepstead** **PO Box 8528 CARRUM DOWNS VIC 3201**	**0402 472 941** **danielle@beachwood.melbourne;** **tara@beachwood.melbourne;**

Practitioners engaged in the building works:

Practitioner	Reg Number	Category/Class
Mathew Mepstead of Beachwood Homes P/L	**CDB-U 51671**	**Builder**

Practitioners engaged to prepare documents forming part of the application for this permit:

Practitioner	Reg Number	Category/Class
Mathew Mepstead	**CDB-U 51671**	
Gervase Purich	**EC-46702**	**Structural Engineer**
Stuart McLennan	**BS-U 1577**	**Building Surveyor**

Details of domestic building work insurance

Name of Builder:	**Beachwood Homes P/L**
Name of issuer or provider:	**Bovill Risk & Insurance Consultants Pty Ltd**
Policy Number:	**C577744**
Policy cover:	**$272,824**
Nature of Building Work:	**Construction of a single storey dwelling and garage** **Construction of a retaining wall**
Storeys contained:	1
Effective height:	**5.5m**
Version of BCA applicable to permit:	**NCC 2019 Volume 2**
Cost of building work:	**$272,824**
Total floor area of new building work in m2:	**207m2**

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BUILDING PERMIT

Building Act 1993 **Building Regulations 2018:- Reg 37(1)** **Form 2**

Permit Number: BS-U 1441 9257526029277/0

Building Classification

Part of Building	**BCA Classification**
Dwelling	**1a(a)**
Garage	**10a**
Retaining wall	**10b**

Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	**Details of Performance Solution**
P2.3.1 - Fire Spread	Class 1a and 10a – Protection of Garage and dwelling Eaves (Exposed End) within 900mm of the Allotment Boundary (Report PBS 4293 20) To allow the exposed end of the eaves of the Class 1a building and Class 10a building attached to a Class 1a dwelling, located within 900mm of the allotment boundary to be protected from the spread of fire using 15mm (minimum thickness) fibre cement sheet and non-combustible construction.
P2.2.1 - Rainwater Management, P2.2.2 - Weatherproofing, P2.2.3 - Rising Damp	Class 1a and 10a - Garage Entrance Weatherproofing - Dwelling Finished Floor Level Below the Garage Floor Level (Landscaping and Paving Sloping Towards Dwelling) (Report PBS 4340 20) There are no deemed-to-Satisfy Solutions that provide for the floor of a garage to be constructed above the internal floor of the dwelling

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	**Matter reported on or consented to**	**Regulation number**
Council	Point of discharge stormwater	Reg 133(2)
Relevant Service Authority	Construction of building over an easement vested in the service authority	Reg 130(1)

Protection work

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

- **Retaining wall footings**
- **Piers**
- **Pre Slab/Strip footings**
- **Concrete Slab Reinforcement**
- **Framework**
- **Final completion of works**

For mandatory inspection bookings please call 8770 9900 or email Inspections@buildingstrategies.com.au prior to 4.00pm weekdays for the following weekday inspection

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BUILDING PERMIT

Building Act 1993 **Building Regulations 2018:- Reg 37(1)** **Form 2**

Permit Number: BS-U 1441 9257526029277/0

OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

Commencement and completion
Building Works must commence by: 31/03/2022

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by: 31/03/2023

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

PERMIT CONDITIONS
This permit is subject to the following conditions

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
- The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
- The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2018.
- It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
- **Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor is required to be engaged to verify specific finish floor levels.**

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BUILDING PERMIT

Building Act 1993 **Building Regulations 2018:- Reg 37(1)** **Form 2**

Permit Number: BS-U 1441 9257526029277/0

- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks.
- It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works.
- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
- Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
- All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public
- During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
- No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
- The substitution of the specified fire-rated products, systems and materials is not permitted
- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable)
- Truss Computations and Layout Plan must be submitted to this office for approval prior to installation. A copy of the approved/endorsed Truss Computations and Layout Plan must be available for inspection purposes.
- The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- The building(s) are to be protected against bush fire in accordance with AS 3959 -2009. It should be noted that the determined level was applicable at the time of permit issue. It is recommended that the site be maintained and additional bushfire construction provisions be applied in the future owing to the changing conditions in the immediate and surrounding area. It should also be borne in mind that bushfire measures cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions. **This property must be constructed in accordance with the BAL 12.5 provisions of AS3959.**
- The retaining wall approved as part of this permit to be constructed forth with.

advance BUILDING STRATEGIES
Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road
Cheltenham Victoria 3192
T: 8770 9900 F: 8786 3866
www.buildingstrategies.com.au

BUILDING PERMIT

Building Act 1993 **Building Regulations 2018:- Reg 37(1)** **Form 2**

Permit Number: BS-U 1441 9257526029277/0

- Certification: The following certification is required to be provided to the relevant building surveyor at the completion of the building work.
- 7.1 Building permit certification
- a: In situations where the site landcaping falls towards the building and compliance with the BCA Deemed-to-Satisfy Solutions in part 3.1.3 cannot be achieved, the civil engineer is to provide a Certificate of Compliance, Design in accordance with Regulation 126 of the building Regulations 2018 confirming that the design of the landscaping (which includes the paving and driveway) stormwater drainage system complies with AS/NZS 3500.3 and is suitable for a 100 year storm event
- 7.2 Occupancy permit certification:
- a. The builder is to certify that the system has been constructed in accordance with manufacturers installation instructions and the requirements of this report
- b. Where the external drainage system has been installed in accordance with the plumbing regulations 2018, the plumber is to certify that the drainage, sub-surface drainage and surface water control system complies with the approved building permit design, the plumbing regulations 2018 and Performance Solution

Jason Daniels
3/55-57 Wangara Road, Cheltenham
permits@buildingstrategies.com.au

Registration Number: **BS-U 1441**
Council Name: **Cardinia Shire Council**
Permit Number: **9257526029277/0**
Date Permit Issued: **31/03/2021**

Signature:

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FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Lot:	125
Street Number:	5
Street Name:	Somerset Street
Suburb:	OFFICER
Postcode:	3809
LP/PS:	PS817490A
Volume:	12201
Folio:	588
Municipal District:	Cardinia Shire Council

Building Permit details

Building Permit number:	9257526029277/0
Version of BCA applicable to building permit:	NCC 2019 Volume 2

Building details

Part of Building	Permitted use	BCA Classification
Dwelling	Domestic	1a(a)
Garage	Domestic	10a

Nature of Building Work

Construction of a single storey dwelling and garage
Construction of a retaining wall

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)
Relevant Service Authority	Construction of building over an easement vested in the service authority	Reg 130(1)

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CONDITIONS TO WHICH THIS PERMIT IS SUBJECT	
Description	**Requirements:**
Service Connections:	• This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).
Maintenance:	• The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '*Foundation maintenance and Footing Performance: A home Owners Guide*'. • The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – '*Construction of buildings in bushfire areas*' and in a state which enables them to fulfill their purpose. • The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable) • The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
Landscaping:	• All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level. • All landscaping must maintain a clearance below the building's damp proof course (i.e. base of weep holes) of 150mm above the adjacent finished ground level; 75mm above the finished paved, concreted or landscape areas that slope away from the building; or 50mm above finished paved, concrete or landscaped areas that slope away from the wall and protected from the direct effect of weather by a carport, verandah or the like
Special Conditions:	The dwelling and garage must be maintained in order to prevent moisture ingress into the building. it is the owners responsibility: a. To maintain the paving so that it effectively drains the area adjoining the building and ensure that the required gradients ar eretained and not compromised by any future landscaping. b To clean out any stormwater drainage system on a regular basis to ensure that the drains work effectively. c. To monitor the effectiveness of the entry door seals. Regular maintenance will be required to ensure the doors and windows remain weather-tight. This includes the replacement of worn seals, caulking and other weatherproofing systems. d. The garage is not to be used as a wet area including using water to wash vehicles and the like.

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Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor:	
Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	**Cardinia Shire Council**
Occupancy Permit Number:	**9257526029277/0**
Date Permit Issued:	**26 October 2021**
Date of final inspection:	**13 October 2021**

Signature:

BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Suite 14, 71 Victoria Crescent
Abbotsford VIC 3067
http://www.bric.com.au/dbi-victoria.html
1800 077 933

Domestic Building Insurance

Certificate of Insurance

Martin Adams Property Trust Trading as Martin Adams Property Pty Ltd
U 39 15 Beach St
PORT MELBOURNE
VIC 3207

Policy Number:
C577744

Policy Inception Date:
03/02/2021

Builder Account Number:
003732

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**5 Somerset St OFFICER VIC 3809 Australia**
Carried out by the builder:	**BEACHWOOD HOMES PTY. LTD.**
Builder ACN:	**075832530**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Martin Adams Property Trust Trading as Martin Adams Property Pty Ltd**
Pursuant to a domestic building contract dated:	**21/11/2020**
For the contract price of:	**$ 272,824.00**
Type of Cover:	**Cover is only provided if BEACHWOOD HOMES PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:03/02/2021
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Suite 14, 71 Victoria Crescent
Abbotsford VIC 3067
http://www.bric.com.au/dbi-victoria.html
1800 077 933

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

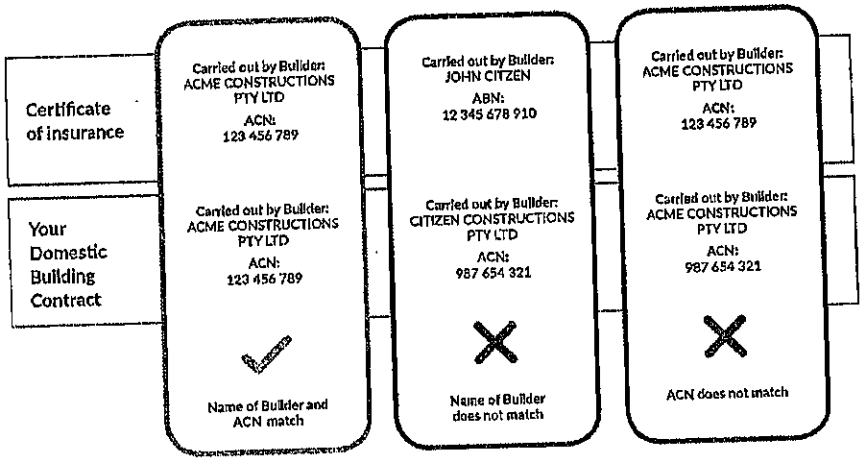
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	$1,450.00
GST:	$145.00
Stamp Duty:	$159.50
Total:	$1,754.50

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Victorian Managed Insurance Authority
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PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

Due Diligence Checklist

Consumer Affairs Victoria

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.

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.