

CONTRACT OF SALE OF REAL ESTATE

VENDOR(S): CENTRE ROAD PTY LTD

PROPERTY: LOT

353-355 Centre Road, Berwick, Victoria 3806

VENDORS REPRESENTATIVE:



Suite 2/935 Station Street Box Hill North VIC 3129

PO Box 2086 Box Hill North VIC 3129

Tel: (03) 8685 8568 | Email: info@dcolawyers.com

Ref: 22/3927/MZ/MZ/CENTRE ROAD PTY LTD
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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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.

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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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

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Contract of sale of land

PROPERTY: LOT _____, 353-355 Centre Road, Berwick, Victoria 3806

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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 (e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [] clear business days (10 clear business days if none specified). In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*.

SIGNED BY THE VENDOR..... on/...../20

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")director.....

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

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PARTICULARS OF SALE

VENDOR'S AGENT		Ref: Ph: Fax: Email:
VENDOR	CENTRE ROAD PTY LTD ATF CENTRE ROAD UNIT TRUST	
VENDOR'S REPRESENTATIVE	D. Y. & Co. Lawyers of PO Box 2086 Box Hill North VIC 3129	Ref: 22/3927/MZ/MZ Ph: 03 8685 8568
		Email: info@dcolawyers.com
PURCHASER		
	Address: PH:	
PURCHASER'S REPRESENTATIVE		REF: PH: FAX: EMAIL:
LAND (general conditions 7 and 13)	Lot <input type="text"/>	
		On proposed Plan of Subdivision PS904619N being part of the land more particularly described in Certificate of Title Volume 11117 Folio 658
PROPERTY	the Land together with any improvements known as Lot <input type="text"/> 353-355 Centre Road, Berwick, Victoria 3806	
GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)	Nil- Vacant Land	
PAYMENT	Price \$	
	Deposit \$	10% of the Purchase Price upon signing hereof
		By / / 20 [please ensure the day is within 60 days from day of sale]
		(of which \$ has been paid)
	Balance \$	Payable at Settlement.

- GST (general condition 19)**
- Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked
- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a 'going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

SETTLEMENT

is due on the day which is the later of:

1.

2. 14 days after written notification by the Vendor's legal representative to the Purchaser of registration of the Plan of Subdivision;

On which date the Purchaser is entitled to vacant possession of the property.

SPECIAL CONDITIONS

This contract includes **special conditions which amend General Conditions**

FIRB (special condition 12)

does not apply if the property is sold at auction

State Yes in the box if the purchaser is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth) and requires approval for the purchase.]

Purchaser's Information

The following Schedule is required to be completed **if the box above is left blank and the purchaser is natural person**

Purchaser 1	Full Name	If Australian Citizen, tick the box <input type="checkbox"/> If Permanent Resident, Visa Subclass and Visa number: <hr/>
Purchaser 2 (if any)	Full Name	If Australian Citizen, tick the box <input type="checkbox"/> If Permanent Resident, Visa Subclass and Visa number: <hr/>
Purchaser 3 (if any)	Full Name	If Australian Citizen, tick the box <input type="checkbox"/> If Permanent Resident, Visa Subclass and Visa number: <hr/>

GST Withholding

The purchaser is hereby notified that for any Contract of Sale for New Residential Premises dated on or after 1/7/2018, withholding of GST pursuant to 14-250 of the TAXATION ADMINISTRATION ACT 1953 is required at settlement (subject to any changes in the relevant legislation).

LOAN (general condition
20 and special condition
2.6)

does not apply if the property is sold at auction.

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

Loan amount no more than \$

Approval Date / / 20

Schedule to the Particulars of Sale

Encumbrances –

All registered and unregistered encumbrances, easements, covenants and restrictions including:

- (a) any disclosed in the statement required to be given by a vendor under section 32 of the Sale of Land Act;
- (b) any apparent or implied easements;
- (c) any created by section 98 of the Transfer of Land Act or implied under the Subdivision Act;
- (d) any referred to or described in the Plan of Subdivision;
- (e) any Memorandum of Common Provisions (MCP);
- (f) all Planning Restrictions;
- (g) any provided in or contemplated by the Rules;
- (h) the lot liability of the Property;
- (i) any contemplated by any Planning Permit relating to the Site or required by any Authority including any conditions which may be imposed in connection with any Application including any agreement entered into or to be entered into under section 173 of the *Planning and Environment Act 1987* (Vic);
- (j) any vested in any Authority;
- (k) any electrical substation lease required to be entered into; and
- (l) any required or contemplated by this Contract.

SPECIAL CONDITIONS

1. INTERPRETATION AND DEFINITION

1.1 Definitions

In this Contract, a capitalised term has the meaning given to it in the Particulars of Sale and, unless the context otherwise requires:

Approval means the planning permit and any other permit, licence, consent, certificate or approval obtained from, granted by, or required by, an Authority in relation to the Development.

Authority means any public statutory authority, or responsible or referral authority having jurisdiction or control over or in respect of the Land, including any of the following:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporations; or
- (c) a person (whether autonomous or not) who is charged with the administration of Law.

Authorisation means

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Authority acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment.

Bond means

- (a) paying any money;
- (b) giving any bond; and/or
- (c) causing a bank guarantee to be given,
to any Authority to secure the completion of the Works.

Builder means the building practitioner with whom the vendor enters into the Building Contract or such other building practitioner as the vendor may nominate from time to time.

Building means any building or other improvements to be erected on any part of the Land.

Building Contract means the building contract under which the Builder will construct the Building.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, litigation, investigation or judgment, whether based in contract, tort, statute or otherwise.

Contract means this contract of sale and includes all enclosures schedules and annexures.

Deed of Novation means a deed effecting a novation of this Contract substantially in the form attached to Schedule B and otherwise as altered, prepared and completed in the absolute discretion of the vendor and by the vendor's lawyer naming a purchaser of the Development as the New Vendor.

Deposit in its capitalised form used in special conditions 4 and other special conditions means the amount of "deposit" stipulated in the "payment" section in the Particulars of Sale section.

Development means the proposed development currently located at 353-355 Centre Road, Berwick, Victoria 3806 generally in accordance with the proposed Plan of Subdivision PS904619N and subject to any variations or amendments set out in the Contract.

Excluded Rights means:

- (a) making any requisition or objection;
- (b) claiming compensation or damages;
- (c) rescinding or purporting to rescind the contract;
- (d) calling the vendor to amend title or bear any cost of doing so;

- (e) delaying settlement;
- (f) withholding any money from settlement proceeds;
- (g) avoiding any of its obligations; and
- (h) making any other Claims,

under and in connection with this Contract.

Law means any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or of any permit or approval affecting the Site.

Loss means any charge, claim, loss, damage, expense, accounts, interest, expenses, or cost (whether or not the subject of a court order) including any legal costs on a solicitor/client basis accounts and liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Lot or Property means the particular lot sold under this Contract as referred to the "Land" section in the Particulars of Sale.

Memorandum of Common Provisions means proposed instrument number 91ATLA, a copy of which is attached at Schedule C.

New Vendor means the purchaser of the Development (if any) who is to be named in the Deed of Novation.

Online Duty Form means the digital form introduced and imposed by the State Revenue Office for the purposes of assessment of duty on transfer of land.

Plan of Subdivision means the proposed Plan of Subdivision PS904619N (including if such plan is numbered differently at the time of registration) attached to the Vendor's Statement or otherwise provided to the purchaser as at the day of sale.

Planning Restriction means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law or permit condition or imposed by any Authority empowered to control the use or development of the Land.

Property Information means any documents and other information (in written form or otherwise):

- (a) relating to the Property or the Estate; and
- (b) made available or disclosed to the Purchaser by the Vendor or the Vendor's representatives prior to the Day of Sale, including any reports, information memorandum or other promotional material.

Purchaser's Works means all design, building and construction work that the Purchaser intends to complete on the Land.

Registration Period means forty-eight (48) months after the Day of Sale.

Registered Plan means the Plan of Subdivision, when registered at Land Registry (and subject to any amendments made in accordance with this Contract).

Site means the whole of the land comprised in the Plan of Subdivision.

Subdivision Works means any works which an Authority requires to be undertaken or the Vendor considers necessary (acting reasonably) before the Plan of Subdivision can be approved and Registered.

Trust means Centre Road Unit Trust

Utilities means the services for water, electricity, gas, sewerage and telecommunications (include National Broadband Network if this is available to the Land).

Utilities Access Points means access points for the Utilities including pits, grates, manholes, vents, boxes and the like and includes infrastructure associated with the access points and any access points and the like for any stormwater infrastructure.

Vendor's Statement means a statement made under Section 32 of the Sale of Land Act 1962. A copy of the Vendor's Statement for this Contract is attached.

1.2 Joint and Several

If a party to this Contract is made up of more than one person, or a term is used in this Contract to refer to more than one party, then unless otherwise specified in this Contract:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

1.3 Priority

The parties agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions and Special Conditions, then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Condition shall prevail and have priority; and
- (b) any inconsistency between these special conditions and any other special conditions, then except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over these special conditions.

1.4 Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) any demand, notice, or document served by fax or email after 17:00pm will be deemed to be received on the next business day;
- (h) "includes" in any form is not a word of limitation; and
- (i) a reference to "\$", unless otherwise stated, is a reference to Australian currency.

2. AMENDMENTS TO GENERAL CONDITIONS

2.1 Stakeholding

The word "80%" in General Condition 14.3(a)(ii) is hereby replaced with the word "90%".

2.2 Loss or Damage Before Settlement

General Condition 31.4 to 31.6 does not apply to this Contract.

2.3 Default not remedied

- (a) General Condition 35.4(a) is deleted and replaced with the following:
"(a) if the purchaser has not paid the deposit or has paid an amount of the deposit that is equivalent to less than 10% of the price, the purchaser must within 2 business days after

demand, pay the vendor the deposit or such additional amount to ensure that the amount paid to the vendor is equal to 10% of the price, which amount is forfeited to the vendor as the vendor's absolute property.”

- (b) The words “within one year” in General Condition 35.4(c) are hereby replaced with the words “within two (2) years”.

2.4 Services

- (a) In addition to General Condition 27, the following are added as General Condition 27.4(e) “any international post is taken to be served on the 5th business day after posting, unless proved otherwise”.
- (b) The following is added as General Condition 27.4(f): “If a party’s legal practitioner or conveyancer ceases acting for that party at any point of time, after such time, that party is deemed to be served if a notice is sent to that party’s address stated on this Contract or any address as last notified by that party’s previous legal practitioner or conveyancer. The purchaser is taken to be validly served if a notice is sent to an email address that the purchaser provided to the relevant selling agent at the time of entering into the Contract.”
- (c) Service of a document, demand or notice on the vendor’s solicitor or legal practitioner by facsimile shall not be valid service and shall be deemed not to have been served on or given to the vendor.

2.5 Notices and liabilities

- (a) In addition to General Condition 28, the purchaser shall assume liability for any notice, order, demand or levy imposing liability or any other penalty whether issued by any authority or statutory body on or in relation to the property even if it is imposed directly on the vendor that is issued or made on or after the day of sale that does not relate to periodic outgoings. Such notice will be deemed to include any special land tax notices or any notices of similar kind that may be issued before or after the date of settlement.
- (b) In addition to the foregoing, if the vendor chooses to comply with any notice, order, demand, levy or penalty (as the case may be) issued by any authority or statutory body on or in relation to the property prior to settlement, then the purchaser must reimburse the vendor for the cost of complying with such notice, order, demand, levy or penalty at settlement by way of an adjustment in the vendor’s favour and keep the vendor indemnified for the cost of such after settlement. The purchaser shall not exercise any Excluded Right in connection with any change (if any) regarding the condition of the property at settlement as a result of complying with any such notice, order, demand, levy or penalty.

2.6 Loan

General Condition 20.2(c) is deleted and replaced with the following: “serves written notice ending the contract, together with a copy of the loan application with the date of loan application and amount of finance applied clearly stated on the document, and written evidence of rejection or non-approval of the loan that is issued by the lender directly (rather than a mortgage broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and”.

2.7 Encumbrances

The parties agree that there is an insertion as additional general condition 5.1(d) to read “any encumbrance listed in the Schedule to the Particulars of Sale; and”;

2.8 Payment of deposit

If the purchaser defaults under the Contract by not paying the deposit in full by the deposit payment due date specified in the Particulars of Sale Section, then the vendor may issue the

purchaser a default notice in which case the words "14 days" contained in General Condition 34.2(b) are replaced with the words "1 day".

3. Additional Electronic Conveyancing

EC

The following are added as General Condition 18.10:

If an Electronic Workspace has been opened by the vendor, and the purchaser is no longer able to conduct settlement electronically, the purchaser must notify the vendor not proceeding with the settlement electronically by no later than 10 Business Days prior to settlement ("Due Date for Non-Electronic Notification"). If the notification is received by the vendor later than the Due Date for Non-Electronic Notification, the purchaser will be deemed to have breached the Contract and:

- (a) *the vendor is not obliged to complete this contract until 10 Business Days from the date on which the vendor actually receives such notification; and*
- (b) *the purchaser is deemed to have defaulted in paying the residue and continues in default until the day the contract is actually completed; and*
- (c) *in addition to any other right of the vendor, the vendor has the right to charge the purchaser additional legal fee in connection with the late changing the settlement method of \$550.00 which the purchaser acknowledges is reasonable in the circumstance.*

4. AUCTION

If the property is offered for sale by public auction, it is offered subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

5. DEPOSIT

5.1 Payment of Deposit

If the deposit payment due day is not specified in the Particulars of Sale, the Deposit is due on the day that is 14 days after the day of sale.

5.2 Deposit

- (a) A Deposit is payable by the purchaser to the vendor's legal representative or its authorised estate agent ("Stakeholder") at the time specified in the Contract. The Stakeholder is authorized to hold the Deposit on trust for the purchaser in a normal trust account, an interest bearing trust account or an interest bearing trust account term deposit with a bank.
- (b) Despite anything contained herein, the Deposit shall not exceed ten percent of the Purchase Price and any Deposit in cash or converted to cash shall be held in the Stakeholder's trust account or invested in accordance with the term hereof pending registration of the Plan of Subdivision. The parties acknowledge and agree that any interest (if any) accrues on the Deposit does not form part of the Deposit.
- (c) The purchaser must provide to the vendor the purchaser's tax file number if requested by the vendor. In respect to interest accruing on the Deposit in any interest bearing account, any charges, expenses and duties including any withholding tax (if any) debited shall, in all cases, be a debit to the account of the party entitled to the Deposit. The parties also acknowledge that the vendor's lawyer will charge a reasonable fee for maintaining any interest bearing account (at \$165.00 inclusive of GST per investment), which will also be a debit to the account of the party entitled to the Deposit.
- (d) Once Settlement is effected, then the vendor is entitled to the Deposit, which is to be deducted from the Purchase Price. Any interest accrued on the Deposit (after deducting all amounts referred to in paragraph (c) above) must be paid to the vendor.
- (e) If this Contract is cancelled through no fault of the purchaser, the purchaser is entitled to the Deposit, plus any interest (less any amount referred to in paragraph (c) above) which is to accrue to the purchaser's benefit.
- (f) If this Contract is cancelled through the purchaser's fault, the vendor is entitled to the Deposit, and any interest accrued (less any amount referred to in paragraph (c) above).

- (g) The vendor and the vendor's lawyer are under no obligation to provide to the purchaser or the purchaser's legal representative any statement in respect of the interest earned on the Deposit.
- (h) The purchaser and the vendor must not make any claim on the vendor's lawyer for any matter arising out of this special condition 4.
- (i) To the extent if there is any inconsistency between this special condition and general condition 14, this special condition prevails.

6. PURCHASER'S ACKNOWLEDGMENTS AND WARRANTIES

6.1 Planning Restrictions

Without limiting General Condition 1 and Special Condition 6, the Purchaser buys the Property subject to any Planning Restrictions.

6.2 Purchaser acknowledgements

The purchaser acknowledges that:

- (a) prior to the execution of this Contract it received from the vendor's agent a copy of this Contract and a Vendor's Statement made in accordance with Section 32 of the Sale of Land Act 1962;
- (b) a Planning Restriction does not constitute a defect on the Vendor's title to the Property or affect the validity of this contract;
- (c) no promise with respect to the obtaining of loan of money to defray some or all of the cost of the Purchase Price has been made by or on behalf of the vendor's agent;
- (d) no information, documents, representation or warranty of the vendor or its agents was made or provided with the intention or knowledge that it would be relied upon and that no such information, representations or warranty or document has in fact been relied upon and it is further agreed that this Contract is the sole and full repository of the agreement between the vendor and the purchaser;
- (e) it has made and has relied on its own searches, investigations and enquiries in respect of the property before the date of this Contract and the purchaser hereby agrees that he has not been induced to enter into this Contract by any express or implied statement, warranty or representation or relied upon any representation made by the vendor or anyone acting on behalf of the vendor regarding the condition of Property, including but not limited to:
 - (i). the existing or potential fitness or suitability of the Property for any purpose;
 - (ii). any financial return or income derived or to be derived from the Property;
 - (iii). the condition or state of repair of the Property; or
 - (iv). whether or not any part of the Property is contaminated or source of pollution and specifically, the vendor does not represent that there is no materials, pollutants, contaminants, substance, odour, sound, vibration or radiation capable of causing harm to human health, plants, animals or to the environment (including asbestos) (**Contamination**) present on, in or under the Property or on, in or under any air or water within or adjacent to the Property and the purchaser understands and acknowledges that the Property may be so contaminated and is satisfied with its condition as at the date of this Contract;
- (g) all risk associated with the property (including loss or damage to the Property or any obligation (if any) to clean up, remove, remedy, treat, control or contain, monitor or otherwise manage any Contamination, or contribute to the cost of doing so or to pay compensation to any person in respect of any Contamination) is passed on the purchaser on and from the date of Settlement.

6.3 Purchaser's Further Acknowledgements

The purchaser further acknowledges that:

- (a) it may have been given photographs or other images or any other types of documents as part of the marketing materials. Such materials may include potential views that may be available from the completed Development. The purchaser acknowledges that:
 - (i). any photographs or images depicting potential views were reasonably anticipated as at the date that the photographs were created which is before the Day of Sale;

- (ii). The vendor has no control over any developments surrounding or near the Development and the development of nearby properties may affect the actual views available; and
- (iii). the Plan of Subdivision or the Plans and Specifications may be amended in accordance with the terms of this Contract;
- (b) any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the purchaser including without limitation, all colours, façade design and colouring, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- (c) any other marketing or any promotional materials provided by any selling agent is a guide only and does not constitute any offer, inducement, representation, warranty or contract and any information contained in any promotional material (whether in relation to the Property, the Site, the Development or the Builder or Owner or the developer or otherwise) is for illustration purposes only and is subject to change, and statement, figures, calculations, plans, images, and representations are indicative only;
- (d) the area and dimensions of any display suite (if any) or model of the Development are not representative of actual area or dimensions of the Lot or any part thereof;
- (e) the information or document contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only; and
- (f) the purchaser acknowledges and accepts that any areas (if any) represented to the purchaser in writing, orally or in electronic form, either by the vendor, the agent or any marketing material provided to the purchaser as being indicative only. The purchaser further acknowledges that such indicative areas are not binding and that the purchaser has made their own enquiries and satisfied themselves in this regard; and
- (g) no Excluded Rights shall be exercised by the purchaser in relation to matters referred to in special conditions 6.1 and 6.3.

6.4 Plans of Survey and Resident's Information Kit

- (a) The purchaser acknowledges receipt of copies of plans of survey (**Plans of Survey**).
- (b) In addition to special conditions 6.1 to 6.3, the purchaser acknowledges that the vendor accepts no liability and makes no representation or warranty as to the content, accuracy or completeness of the information contained in the Plans of Survey, or for any omission of any relevant information from the Plans of Survey.
- (c) The purchaser acknowledges receipt of copies of Resident's Information Kit as attached to the Vendor's Statement as current as at the day of sale. The purchaser acknowledges that such kit may be subject to amendments if required by any Authority.
- (d) Any attachments in relation to any Audit Report currently attached to the Vendor's Statement may be individually provided to the purchaser upon purchaser's request.

6.5 No warranty by Vendors

Without limiting special condition 6.1 to 6.4, the vendors make no warranty or representation:

- (a) that the Property as fenced, marked out or otherwise occupied is identical with the Land;
- (b) that the Property complies with all or any laws applicable to the Property or the requirements of any Authority;
- (c) that the improvements are erected within the boundaries of the Land;
- (d) that improvements owned by persons other than the Vendors do not encroach on the Land;
- (e) about the condition of the Property; or
- (f) about the existing or availability of any Utilities or any right to use them.

6.6 Fences

- (a) The vendors and the vendors' associates are not required to contribute to the cost of building, repairing or replacing any dividing fence between the Property and any adjoining land and the purchaser must not call on the vendor or the vendors' associates to contribute to any cost of fencing the Property.
- (b) The purchaser further acknowledges that General Condition 28 obliges the Purchaser to comply with any notice to fence served on the vendor after the Day of Sale. Despite General Condition 28, the Vendor may elect to comply with a notice to fence served on the

vendor after the Day of Sale by paying 50% of the cost of construction of a dividing fence. If the vendor does so, the purchaser must allow the amount paid by the Vendor as an increase to the Price under General Condition 23.2.

6.7 No Objection

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not exercise any Excluded Rights because of anything in connection with any of the matters referred to in special conditions 6.1 to 6.4, specifically in relation to the following:

- (a) any matter which was capable of discovery by or on behalf of the purchaser or was or should have been within the knowledge of the purchaser as a result of the purchaser's investigations and enquiries;
- (b) the Property as fenced, marked out or otherwise occupied not being identical to the Land;
- (c) any failure to comply with a law applicable to the Property or a requirement of any Authority;
- (d) any improvements not being erected within the boundaries of the Land;
- (e) any improvements owned by persons other than the Vendors encroaching upon the Property;
- (f) the condition of the Property; or
- (g) the existence of, right to use or failure of any Utilities.

6.8 Purchaser's Representations and Warranties

The purchaser represents and warrants to the vendor (and the vendor enters this Contract in reliance on these warranties) that as at the Day of Sale and again at Settlement:

- (a) (**power**) it has full legal capacity and power to:
 - (i). own its property and to carry on its business; and
 - (ii). enter into this Contract and to carry out the transaction that it contemplates;
- (b) (**corporate authority**) it has taken all corporate action that it necessary or desirable to authorise its entry into this Contract and to carry out the transactions that this Contract contemplates;
- (c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:
 - (i). enable it to properly execute this Contract and to carry out the transactions that it contemplates;
 - (ii). ensure that this Contract is legal, valid, binding and admissible in evidence; or
 - (iii). enable it to properly carry on its business as it is now being conducted,and it is complying with any conditions to which any of these Authorisation is subject;
- (d) (**documents effective**) this Contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) (**no contravention**) neither its execution of this Contract nor the carrying out by it of the transactions that this Contract contemplates, does or will:
 - (i). contravene any Law to which it or any of its property is subject or any order of any Authority that is binding on it or any of its property;
 - (ii). contravene any Authorisation;
 - (iii). contravene any agreement binding on it or any of its property;
 - (iv). contravene its constitution or the power or duties of its directions; or
 - (v). require it to make any payment for delivery in respect of any debt before it would otherwise be obliged to do so;
- (f) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (g) (**not as trustee**) in entering into this Contract, it is not acting as trustee of any trust or settlement.

6.9 Purchaser's capacity

Subject to any relevant legislation that may deem any right of the vendor unenforceable against the purchaser, if the purchaser (including any nominee of the purchaser):

- (a) being an individual:

- (i). dies; or
 - (ii). becomes incapable of managing the purchaser's affairs;
 - (iii). becomes bankrupt;
 - (iv). assigns the person's estate; or
 - (v). enters into a deed of arrangement or composition for the benefit of creditors,
- (b) being a company:
- (i). resolves to go into liquidation (including provisional liquidation) other than a voluntary liquidation for the purposes of reconstruction or reorganisation;
 - (ii). has an application for its winding up presented and not withdrawn within 30 days of its presentation;
 - (iii). enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001 (Cth)* or any similar legislation;
 - (iv). is placed under official management;
 - (v). has a liquidator, provisional liquidator, trustee, receiver, receiver and manager, administrator or similar official appointed over its assets or undertaking or
 - (vi). has an inspector or investigator appointed under the *Corporations Act 2001 (Cth)*,

then the purchaser will be taken to have repudiated the purchaser's obligations under this contract and the vendor may, without limiting in any way the vendor's other rights or remedies, accept such repudiation and terminate this Contract at any time before Settlement.

7. ENTIRE AGREEMENT

The purchaser hereby acknowledges that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulation, terms, agreements or provisions whether in respect of the Property or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement and all previous negotiations, representations, warranties, agreements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are expressly excluded and cancelled;
- (b) no consultant, professional adviser, servant or agent of the vendor has any authority to make any representation, warranty, arrangement, condition or statement binding on the vendor which is not embodied in the within Contract; and
- (c) that notwithstanding the generality of the foregoing, the vendor shall not be construed as having made any representation or warranty that the Property is suitable for any purpose which the purchaser may have indicated as its intention to pursue or that any permit of any nature whatsoever has been obtained or is available for acquisition (other than as specifically stated herein) or that any structure on the property is legally built and that in entering this Contract the purchaser has made its own inquiry and relies entirely on its own judgment.

8. TOWN PLANNING AND OTHER RESTRICTIONS

- (a) The vendor does not warrant that the property may be used for any particular purpose. The purchaser buys the land subject to:
 - (i). any Act, Order, Regulation, By-Law or Local Law affecting the land;
 - (ii). any restriction or condition imposed upon the land by or with any Authority;
 - (iii). any easements or rights vested in or claimed by any Authority; and
 - (iv). the restrictions contained in any applicable planning scheme.
- (b) The purchaser agrees to fully comply with any planning permit, Section 173 Agreement or any matter referred to in paragraphs (a)(i) –(iv) after Settlement and indemnify the vendor against any Claim or Loss of the vendor arising from any breach of such by the purchaser.
- (c) Any restriction on the use of the said land under any Town Planning Scheme in any legislation or imposed by any Authority empowered by legislation to control the use of the land shall not constitute a defect in title or a matter of title or affect the validity of this Contract and the purchaser shall not exercise any of the Excluded Rights in respect of any failure to comply with a law applicable to the land or a requirement of any Authority or call

upon the vendor to rectify any failure to comply with a law applicable to the land or a requirement of any Authority or to bear the cost of doing so.

9. GUARANTEE AND INDEMNITY

If the purchaser is or includes a company other than a company listed on the Australian Stock Exchange the purchaser must deliver to the vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all Directors of that Company. If the Guarantee and Indemnity is not delivered in accordance with this Special Condition within seven days of the vendor or its representative make a demand, the purchaser will be in default under this Contract.

10. DEFAULT

10.1 Default Interest

- (a) If the purchaser fails to pay an amount payable under this Contract on the due date for payment and in the case of settlement if the purchaser fails to effect settlement by 4:00pm on the due date of settlement, the purchaser is in default of this Contract and must pay on demand interest on the amount unpaid at the rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (**Default Interest Rate**).
- (b) Interest payable under Special Condition 10.1(a):
 - (i). accrues daily from, and including, the due date for payment up to, but excluding, the actual date of payment; and
 - (ii). is compounded monthly.

10.2 Default Costs

If the purchaser breaches this Contract, without limiting any other rights or remedies that the vendor may have against the purchaser, the purchaser must pay or reimburse the vendor on demand all costs, penalties and other expenses incurred or payable by the vendor as a result of the breach, all of which are, without the need for any demand added to the Purchase Price. This includes:

- (a) all costs associated with bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
- (b) interest, penalties, fees, charges and discount fees payable by the vendor to a mortgagee or charge of the Property calculated from the due date;
- (c) accommodation expenses necessarily incurred by the vendor;
- (d) legal costs and expenses as between the vendor's representative and the vendor, including those of, and incidental to, the preparation and service of a default notice under General Condition 27 which is at \$550.00 (GST inclusive);
- (e) any extra land tax as referred to in Special Condition 15.2; and
- (f) any other penalties payable by the vendor to a third party through any delay in completion of the vendor's purchaser.

10.3 Vendor's right

In addition to special conditions 10.1 and 10.2, if the purchaser fails to effect settlement by 4:00pm on the due date of settlement, the vendor may (without limiting its right to issue a notice of default or a notice of default and rescission) nominate a new settlement date to reflect any minimum time gap requirements imposed by its mortgagee or lender, and is entitled to charge costs and interest until the date that the vendor's mortgagee or lender is able to re-schedule settlement to.

11. DELIVERY OF TRANSFER

- (a) The words "7 days" in General Condition 10.1 are amended to say "10 Business Days". If the purchaser does not deliver the transfer of land document to the vendor at least 10 Business Days before the due date of settlement:

- (i). the vendor is not obliged to complete this Contract until 10 Business Days from the date on which the purchaser actually delivers the transfer of land to the vendor; and
- (ii). the purchaser is deemed to have defaulted in paying the residue and continues in default until the day this Contract is actually completed.
- (b) For the purposes of this special condition and General Condition 10, "delivery" means:
 - (i). physical delivery of the transfer of land document if settlement is not conducted via Electronic Conveyancing; and
 - (ii). otherwise, completion of all aspects of the transfer of land document in an Electronic Workspace to enable signing by the vendor.

12. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

12.1 If property sold other than at auction

- (a) This special condition 12.1 applies if the property is sold other than at auction.
- (b) If in the "FIRB" section in the Particulars of sale does not have the word "Yes", then the purchaser:
 - (i). warrants to the vendor, as an essential term of this Contract, that the acquisition of the Property by the purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("Takeovers Act") and is not examinable by the Foreign Investment Review Board ("FIRB");
 - (ii). warrants to the vendor as an essential term of this Contract that the information completed in the Particulars of Sale section are correct and complete;
 - (iii). must provide any documents as requested by the vendor's representative to evidence that the information is correct and complete if requested by the vendor's representative within 1 business day of any request if received; and
 - (iv). further acknowledges that in the event that this warranty is untrue in any respect or if the purchaser fails to comply with any provision in this special condition the purchaser hereby indemnifies the vendor against any Claim or Loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential losses.
- (c) If in the "FIRB" section in the Particulars of sale the word "Yes" appears, then:
 - (i). provided that the purchaser complies with this special condition, completion of this contract is conditional upon the purchaser's obtaining FIRB approval within 35 days after the day of sale;
 - (ii). the purchaser must as an essential term of this Contract, within 5 days after the day of sale make an application to obtain FIRB approval pursuant to the Takeover Act of this purchase and must keep the vendor informed of the progress of the FIRB approval applicable including providing a copy of the application and evidence of payment of the application fee to the vendor's lawyer upon request;
 - (iii). provided that the purchaser complies with paragraph (ii) above, the purchaser must give written notice to the vendor's lawyer that approval has been obtained or has not been obtained by 4:00pm on the date that is 35 days after the date of sale. If reasonably requested by the purchaser, the vendor may allow an extension of time for the purchaser to provide such written notice for up to additional 15 days. If the written notice says that the approval has not been obtained, then the Contract shall be terminated and all monies paid by the purchaser shall be refunded to the purchaser in full;
 - (iv). the purchaser acknowledges that if it does not provide notice within the period referred to in paragraph (iii) above, then the Contract will become unconditional.
- (d) If the purchaser fails to comply with any provision in this Special Condition including paragraph 12(c)(ii) above, then the purchaser is deemed to be in default under this Contract and the vendor may terminate this Contract after 5 days after the day of sale by notice to the purchaser in which case General Condition 35 will apply.
- (e) The purchaser further acknowledges that in the event that the purchaser rescinds or terminates the Contract for any reason (including under Section 9AC of the Sale of Land Act), the purchaser shall not make any claim against the vendor in relation to any applicable fees it may have paid under the Foreign Acquisitions and Takeovers Act 1975 in connection with this Contract or the Property. Any purchaser's foreseeable loss (if any) shall not be taken to include any such applicable fees.

12.2 If property sold at auction

- (a) This special condition 12.2 applies if the property is sold at auction.
- (b) If the purchaser is or may be obliged to obtain consent permit or authority including approval under the Foreign Acquisitions and Takeovers Act 1975 or the Commonwealth Government's Foreign Investment Policy or the consent of the Foreign Investment Review Board the execution of the Contract shall be deemed a warranty by the purchaser that any necessary consents permits or authorities have been obtained and without prejudice to that warranty the purchaser shall upon request lodge with the vendor a copy of the consents permits or authorities so obtained.
- (c) The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any Claim or Loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential losses.
- (d) The purchaser further acknowledges that in the event that the purchaser rescinds or terminates the Contract for any reason (including under Section 9AC of the Sale of Land Act), the purchaser shall not make any claim against the vendor in relation to any applicable fees it may have paid under the Foreign Acquisitions and Takeovers Act 1975 in connection with this Contract or the Property. Any purchaser's foreseeable loss (if any) shall not be taken to include any such applicable fees.

13. FRACTIONAL INTERESTS

- (a) The purchaser acknowledges that:
 - (i). the vendor makes no warranty or representation as to the amount of transfer or stamp duty payable on this Contract or the Transfer of Land; and
 - (ii). the purchaser has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations and on its own judgment; and
 - (iii). the purchaser is liable for all such transfer or stamp duty.
- (b) If there is more than one purchaser under this Contract, it is each purchaser's responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("Proportions").
- (c) If the Proportions recorded in the transfer differ from those recorded in the contract it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (d) The purchasers fully indemnify the vendor, the vendors agent and the vendors legal practitioner against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

14. NOMINATION

- (a) Subject to Special Condition 14(e) and (g) below and provided that the purchaser has not breached this Contract in any way, the purchaser may at any time not later than 14 days before the Settlement Date nominate a substitute or additional person to take a transfer of the land but the named purchaser will remain personally liable for the due performance of all the purchaser's obligations under this Contract.
- (b) The right to nominate shall only be exercisable subject to the purchaser accepting title under this Contract and the nominee also accepting title under this Contract.
- (c) The purchaser and each of the guarantors must indemnify and hold harmless the vendor from any Claim or Loss that may be suffered by the vendor by reason of any nomination or any default on the part of any nominee.
- (d) If the purchaser nominates a substitute or additional person in accordance with this special condition, the purchaser must deliver to the vendor's representative by no later than 14 days before the Settlement Date all of the relevant documents referred to below in one set:
 - (i). a notice of nomination executed by the nominee and the purchaser; and
 - (ii). if the nominee is or includes a proprietary limited company, together with the notice of nomination, a guarantee and indemnity which complies with the requirements of Special Condition 9 but includes changes necessary by reason of the nomination;
 - (iii). together with the notice of nomination, a written acknowledgement from the Guarantors that the nominee does not vitiate the Guarantor's obligations; and
 - (iv). together with the notice of nomination, a statement signed by the purchaser and the nominee that the nominee is not obliged by the Foreign Acquisitions and Takeovers Act 1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest

- in the Property or subject to clause (g) below, a statement stating that the nominee has obtained FIRB approval for such nomination.
- (e) The purchaser acknowledges that the vendor will incur additional costs for accepting late nomination and late nomination will be a breach of this Contract of Sale. If a nomination is made by the purchaser within the period between 7 days and 14 days before the Settlement Date, despite that the purchaser may have defaulted under the Contract and not limiting vendor's other right under the Contract, the vendor may (in its absolute discretion) accept the nomination if the purchaser, in addition to satisfying all requirements under paragraphs (i) to (iv) under Special Condition 14(d), provided that the purchaser pays the vendor its legal representative's fee of \$385.00 or such other reasonable fees as the fixed fee associated with the late nomination, which purchaser accepts is reasonable in light of the purchaser's default.
 - (f) The purchaser acknowledges that no nomination will be accepted by the vendor if such nomination is made and notified to the vendor after the day that is 7 days before Settlement Date.
 - (g) If the purchaser does not require approval from FIRB for the acquisition of the property, then the purchaser must not without the prior written consent by the vendor nominate to a person or persons who requires approval from FIRB for the acquisition of the property.
 - (h) The vendor has absolute right to reject a nomination if the proposed nomination does not fully comply with the requirements as set out in paragraph (a) to (g) above.
 - (i) For the purposes of this special condition, **Settlement Date** means the due date for Settlement as specified in the particulars of sale and does not include any extension of time allowed by the vendor (if any) unless specifically agreed to in writing by the vendor.

15. LAND TAX

15.1 Land Tax Adjustment

- (a) The purchaser acknowledges that the State Revenue Office may group all the lots in the Registered Plan and assess land tax against the vendor in respect of the property based upon the aggregate of the unimproved values of each lot in the Registered Plan.
- (b) Regardless whether the property is separately rated or not at the time of settlement and notwithstanding that any amount of land tax (which may be zero) on a single holding basis may be assessable in relation to the Property hereby being sold and regardless any amount (or zero amount) showing on any land tax clearance certificate on the lot hereby sold obtained from the State Revenue Office, including any additional surcharge if the vendor is non-resident owner, the purchaser agrees that the land tax on the Property will be adjusted between the purchaser and vendor by using:
 - (i). the "Proportional Tax" amount of land tax attributable to the property shown in the Land Tax clearance certificate for the Property under Section 105 of the Land Tax Act 2005 for the year during which settlement occurs; and
 - (ii). plus any amount of surcharge and vacant residential land tax assessed for the Property if applicable as at settlement if such amount hasn't been included in the "Proportional Tax" referred to in paragraph (i) above.
- (c) Where such land tax clearance assessment or certificate referred to in paragraph (b) is not available at settlement, the purchaser agrees that the land tax on the Property will be adjusted by using the formula:

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

Where

- A = land tax payable by the purchaser in respect of the Property;
- L = and tax assessed in relation to all lots in the Registered Plan of which the vendor is the owner for the land tax assessment year in which settlement occurs (including any amount of vacant residential land tax assessed for the property if applicable as at settlement);
- U = lot liability of the Land; and
- T = total lot liability of all lots in the Registered Plan

The vendor may rely on any land tax assessment notice it receives for the purposes of this paragraph.

15.2 Extra Land Tax

If:

- (a) the purchaser is in breach of this contract by not completing this Contract on the settlement date as stipulated in the particulars of sale; and
- (b) as a result of the purchaser's breach, completion of this contract takes place on a date that is after 31 December in the year that completion of this contract is due to take place (**Settlement Year**),

then:

- (c) the purchaser's breach will result in an increase in the amount of the vendor's land tax for the year following the Settlement Year as a result of the property continuing to be included in the vendor's total land holdings in Victoria; and
- (d) The additional land tax which the vendor will incur in accordance with this special condition (**Extra Land Tax**) is a reasonably foreseeable loss incurred by the vendor as the purchaser's breach in respect of which the vendor is entitled to compensation from the purchaser.
- (e) If this special condition applies, then on the date of settlement, the purchaser must in addition to the balance of the purchase price, pay to the vendor on account of all the Extra Land Tax, in which case the vendor shall rely on the proportional tax amounts as shown in the then current Land Tax Clearance Certificates for all the properties that the vendor holds applicable at settlement and if such Land Tax Clearance Certificates are not available at settlement, the purchaser must pay the vendor an amount that equals to 2% of the purchase price of the Property (**Amount Paid**) and the parties agree that if the Extract Land Tax as assessed by the Commissioner of State Revenue is:
 - (i). less than the Amount Paid, the vendor must refund the difference to the purchaser; or
 - (ii). more than the Amount paid, the purchaser must pay the difference to the vendor within 7 days of being served with a written demand for such payment.

15.3 No application

General Condition 23.2(b) and (c) shall not apply to this contract.

16. ADJUSTMENT

16.1 Adjustment of outgoings

All Outgoings for the Property will be adjusted between the vendor and the purchaser on the basis that they have or will be paid by the vendor. Despite this special condition the vendor is only obliged to pay all outgoings when they are due to be paid and the purchaser will not require them to be paid on an earlier date.

16.2 Outgoings if not separately rated

Subject to Special Condition 15, if the Property is not separately assessed in respect of the other Outgoings, then the portion of any such Outgoings to be adjusted between the vendor and the purchaser will be either:

- (a) on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:
 - (i). the lot liability of the Property bears to the total liability of all of the lots on the Registered Plan; or
 - (ii). the surface area of the Property bears to the surface area of the land that is subject to the assessment; or
- (b) on such other basis, as the vendor may reasonably direct the purchaser on or before the date of settlement.

16.3 Contribution and Insurance Premium

- (a) General Condition 23 will be interpreted to include any contribution or amounts paid or payable to the Owners Corporation in respect of the Registered Plan or paid by the vendor to or on behalf of the Owners Corporation including any insurance premiums.
- (b) For the avoidance of doubt, the purchaser must be fully responsible for any levy or contribution notice issued on or after the day of sale in relation to the sinking fund or maintenance fund, to the extent if such payment is made by the vendor prior to settlement, the purchaser must reimburse the vendor by way of adjustment at settlement.
- (c) In addition to paragraphs (b) and (c) above, the purchaser must reimburse the vendor at settlement the full amount of any contribution it has made or about to make to any sinking fund or maintenance fund made prior to settlement (whether the relevant levy or notice is issued before or after the day of sale) if the benefit of such contribution is substantially for the period after settlement.

16.4 Preparing the Statement of Adjustment

- (a) The Statement of Adjustment will be prepared by the vendor and the vendor's legal representative will use its best endeavours to provide such adjustment to the purchaser 3 days before settlement.
- (b) Save for any manifested errors or mistakes, such adjustment will be final and binding and the purchaser shall not exercise any Excluded Right in this regard.

SUBDIVISION CONDITIONS

17. SUBJECT TO THE PLAN BEING REGISTERED

- (a) This Contract is subject to condition subsequent that the Plan of Subdivision is registered by the Registrar of Titles within the Registration Period.
- (b) If the Plan of Subdivision is not registered at the expiration of within the Registration Period, then:
 - (i). the purchaser may at any time after the expiration of that period but before the Plan of Subdivision is registered may rescind this Contract by giving notice in writing to the vendor and thereupon all monies paid hereunder shall be refunded to the purchaser without reduction; and
 - (ii). if the Lot is proposed to be used for residential purposes and subject to the Sale of Land Act, the vendor may at any time after the expiration of that period but before the Plan of Subdivision is registered, rescind this Contract by providing 28 days' written notice to the purchaser and obtaining the purchaser's written consent; and
 - (iii). if the Lot is proposed to be used for purposes other than for residential purposes and subject to the Sale of Land Act, the vendor may at any time after the expiration of that period but before the Plan of Subdivision is registered, rescind this Contract by giving notice in writing to the purchaser and thereupon all monies paid hereunder shall be refunded to the purchaser.
- (c) This clause is a "sunset clause" for the purposes of the Sale of Land Act and the following are statements given to the purchaser for the purposes of Section 10F of the Sale of Land Act if applicable:
 - (i). the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - (ii). the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - (iii). the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - (iv). the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

18. COMPLIANCE WITH SUBDIVISION ACT 1988

The Property is sold under the provisions of the Act and the purchaser purchased subject to the provisions of the Act and without limitation of following:

- (a) the easements (express and implied) affecting the Property by virtue of the Act;
- (b) the Lot entitlement and Lot liability set out on the Plan of Subdivision;

- (c) all regulations made under the Act relating to a body corporate; and
- (d) the standard rules of the Owners Corporate as set out in Subdivision (Body Corporate) Regulations (where applicable); and
- (e) any additional or special rules of the Owners Corporate that may apply to the Property from time to time (where applicable) whether attached to this Contract or the Vendor's Statement or not; and
- (f) any variation or amendment to any proposed additional or special rules of the Owners Corporation.

19. VENDOR TO REGISTER PLAN

The vendor will:

- (a) cause the Plan of Subdivision to be submitted to the relevant council for certification and submitted to the Land Titles Office for registration and the Plan of Subdivision shall incorporate any variations or amendments which:
 - (i). the parties may agree upon;
 - (ii). may be required by the Land Titles Office, the relevant Authority whose consent or approval of the Plan of Subdivision is required; or
 - (iii). the vendor may require and which do not materially affect the property.
- (b) bear all costs associated with the certification and registration of the Plan of Subdivision; and
- (c) as soon as practicable after the Plan of Subdivision has been registered by the Registrar, notify the purchaser or the purchaser's representative in writing of the registration.

20. VARIATIONS TO PLAN

- (a) The vendor reserves the right to make alterations to the Plan of Subdivision necessary to secure its registration and subject to the provisions of s.9AC and s.9AH of the Sale of Land Act. The purchaser shall not exercise any of the Excluded Rights in respect of any excess or deficiency whether in areas boundaries measurements occupation or otherwise on the ground that the Plan of Subdivision when registered does not agree in measurement or otherwise with the Plan of Subdivision annexed to this contract.
- (b) The purchaser acknowledges and agrees that an amendment to the Plan of Subdivision does not materially affect the Lot if the amendments falls into any one or more of the following:
 - (i). it is necessary to ensure that the Plan of Subdivision accords with the Property as proposed, designed or built from time to time;
 - (ii). it is required to accord with surveying practice and all laws, including the Owners Corporations Act 2006 (Vic) and any subordinate regulations;
 - (iii). it is to update a provisional or draft plan of subdivision or required to reflect any "as built" position of any building including any boundary or overhanging matters to be consistent with any endorsed plans;
 - (iv). it is required in order to deliver any service to a lot on the Plan of Subdivision and/or to the Common Property;
 - (v). it is required to meet any requirements, recommendation or requisition of any Authority having jurisdiction over the Development to enable the Plan of Subdivision to be certified by the relevant Authority or registered by the Registrar of Titles;
 - (vi). any minor variation or discrepancy between the number or location of any Lot or the common property as presently appearing on the plan and as shall appear on the Plan of Subdivision when registered or when amendments are proposed;
 - (vii). any minor variation or discrepancy between the size of any Lot as presently appearing on the plan and as shall appear on the Plan of Subdivision when registered or when amendments are proposed is not greater than 5% variation, provided that the amendment is not an increase;
 - (viii). any increase in size of any Lot as presently appearing on the plan and as shall appear on the Plan of Subdivision when registered or when amendments are proposed;
 - (ix). any changes referred to or envisaged by any planning permit amendment(s) documentation attached to the Vendor's Statement on the day of sale; or

- (x). any minor alteration made prior to registration of the Plan of Subdivision to the Schedule of Lot Entitlement and the Schedule of Lot Liability or to either of them as presently shown on the Plan of Subdivision which does not materially affect the purchaser.
- (c) The purchaser shall not exercise any of the Excluded Rights on the grounds that the Plan of Subdivision as registered or as amendments are proposed does not accord with the Plan of Subdivision in respect of any changes referred to in paragraph (b) of this special condition 20.

21. NO DEALINGS PRIOR TO REGISTRATION OF THE PLAN

- (a) Until the Plan of Subdivision is approved by the Registrar of Titles the purchaser must not transfer, assign, mortgage or otherwise encumber or in any other way deal with the Lot or any part of the Lot or any of the purchaser's rights or interest in or under this Contract.
- (b) The purchaser agrees that until the Plan of Subdivision is approved it will not nor will it allow any person claiming through it or acting on its behalf to lodge at the Land Titles Office a Caveat pursuant to Section 89 of the Transfer of Land Act or any priority notice against the vendor's Certificate of Title the property or any part of the property and the purchaser further acknowledges and agrees that the vendor will be entitled to claim compensation from the purchaser in the event that this condition is breached.
- (c) Until the Plan of Subdivision is registered the purchaser irrevocably appoints the vendor as its attorney to sign any withdrawal of the purchaser's caveat or any priority notice from the Land Titles Office. Such appointment shall not be affected by any rescission or termination of this Contract by either party.

22. VENDOR'S RIGHT TO CREATE ADDITIONAL LICENCES AND ENCUMBRANCES

- (a) The purchaser acknowledges that to enable certification and registration of the Plan of Subdivision, the vendor may be required by the relevant or supply authorities after the Day of Sale to:
 - (i). enter into agreements (including pursuant to Section 173 of the Planning and Environment Act 1987 (Vic)), leases or licences; or
 - (ii). making further application in relation to any existing planning permit or apply to extend any current planning permit as it sees appropriate; or
 - (iii). create easements, enter into covenants or grant or create other rights and restrictions,
 which may burden and be recorded against the certificate of title to the Property and without limiting this clause, the purchaser acknowledges that any agreement, lease, licence or easement contemplated by this clause will not constitute a defect in title to the Property.
- (b) The purchaser irrevocably authorises the vendor to:
 - (i). negotiate the terms of any agreement, lease, licence or easement (including Section 173 Agreement) contemplated by this Special Condition 22; and
 - (ii). enter into and vary such agreements, lease, licence or easement; and
 - (iii). if required by the vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the registrar of titles, and all other documents in connection with such lease, licence or easement.
- (c) In addition to paragraph (a), the purchaser acknowledges that the easement of the lots or common property contained in the Plan of Subdivision may be amended and/or new easement may be created. The landscape, paving and etc at open space may be affected and changed as a result of the proposed and amended easement.
- (d) The purchaser further acknowledges that any changes referred to in this special condition does not materially affect the Lot for the purposes of Section 9AC of the Sale of Land Act if the Land under this Contract is not materially affected by any amended or new easements.
- (e) Subject to the purchaser's rights under the Sale of Land Act, the purchaser shall not exercise any of the Excluded Rights in relation to Special Condition 22(a) or 22(b) or 22(c) or as a result of any easement, restriction or encumbrance or agreement created

- pursuant to special condition 22(a) or 22(b) or 22(c) and the vendor will have no liability to the purchaser whatsoever.
- (f) The purchaser also agrees that Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

23. OWNERS CORPORATION MATTERS

This clause 23 only applies if one or more owners corporation is created by the registration of the Plan of Subdivision.

23.1 Owners Corporations Act

Upon signing this Contract the purchaser is deemed to have acknowledged and agreed to become a member of the Owners Corporation as set out in any Owners Corporation lot liability and entitlement schedule that may be required in order to register the Plan of Subdivision. The purchaser hereby indemnifies the vendor and will not seek compensation. Where applicable the purchaser consents to and authorises and requests the vendor to as soon as practicable after the registration of the Plan of Subdivision attend to all matters necessary to make the Owners Corporation to become functional and in particular to cause the Owners Corporation to:

- (a) hold its first meeting
- (b) appoint a manager;
- (c) determine the Owners Corporation fees or levies payable by the owners of all lots;
- (d) insure the building for an adequate and proper amount with a reputable insurer; and
- (e) pass any resolution or otherwise determine any matters in connection with the management of the Owners Corporation; and
- (f) do anything required in connection with or to comply with the Owners Corporations Act 2006 (Vic) and any subordinate regulations.

23.2 Other Owners Corporation Related Matters

- (a) The vendor intends to create the number of Owners Corporations as referred to in the proposed Plan of Subdivision. However, the purchaser acknowledges and agrees that the Plan of Subdivision may be amended to vary the number of Owners Corporations.
- (b) The purchaser acknowledges that the purchaser will become of member of the relevant Owners Corporations upon settlement and will be required to pay levies to the Owners Corporations of which it is a member of. The purchaser acknowledges that any estimated contributions for fees/levies contained in any schedule to this Contract or the Vendors Statement or provided by any selling agent are estimate only and the purchaser cannot exercise any Excluded Right as a result of any change.
- (c) The vendor may vote in favour of resolutions of the Owners Corporations after the Plan of Subdivision is registered but prior to Settlement to:
 - (i). grant rights and give consent, direction and permission for the management and administration of the Owners Corporations and the common property;
 - (ii). grant rights including by way of licence, lease or easement over the common property;
 - (iii). further subdivide or dispose of the common property or any lots under section 32 or any other provision of the *Subdivision Act 1988 (VIC)*. The vendor acknowledges and agrees that if any amendment to the Plan is required as a result of this special condition, then vendor will serve notice of amendment of the Plan of Subdivision on the purchaser pursuant to section 9AC of the *Sale of Land Act 1962 (Vic)*; and
 - (iv). introduce special levy for any purposes in relation to enhance or facilitate the quality of the Development or Common Property or as otherwise required by any relevant Authorities as may be determined by the vendor in its sole discretion (acting reasonably), in which case if a special levy is introduced, the purchase must pay for such levy when fall due.
- (d) The vendor may (but is not obliged to) cause the Owners Corporations to enter into agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the right to provide the Development with services, utilities and amenities.

- (e) The vendor may in its absolute discretion vary the size and/or location of any plant and equipment on the common property.
- (f) The vendor may in its sole discretion for the benefit of the Development procure additional owners corporation rules to be adopted at the first meeting of the Owners Corporation(s). If such additional rules are to be adopted, the vendor will endeavour to provide a copy of any additional rules to the purchaser prior to settlement. The purchaser shall not exercise any Excluded Right in connection with this special condition, including if such rules are not provided to the purchaser prior to Settlement or if any additional rules are created prior to settlement (whether attached to this Contract or not as at the day of sale).

23.3 Purchasers obligations

- (a) The purchaser acknowledges and agrees that while the vendor remains the owner or occupier of any part or parts of the Development:
 - (i) the purchaser will not exercise any of its right or power as a member of the Owners Corporation or any committee of the Owners Corporation in such a way that would:
 - a. hinder the completion of the construction of any building forming part of the Development; or
 - b. hinder the vendor's marketing activities relating to the sale of any lots in the Development owned by the vendor, including object to any proposed resolution proposed by the vendor in relation to electing any advertising signage on common properties; or
 - c. delay, impeded or prevent the passage of any special resolution for any proposal for the Owners Corporation to adopt or amend any owners corporation rules as proposed by the vendor whether prior to or after settlement;
 - d. delay, impede or prevent the Owners Corporation entering into any agree affecting the common land or the Owners Corporation if reasonably required by the vendor; or
 - e. be contrary to the reasonable directions of the vendor from time to time; and
 - (ii). the purchaser will exercise its right as a member of the Owners Corporation as directed by the vendor (acting reasonably) from time to time; and
 - (iii). any owners corporation rules that may apply or subsequently be adopted will not apply to or be enforceable against the vendor (or its agents, employees and contractors) where to do so would hinder or prevent the vendor from carrying out any:
 - a. repair works relating to the Development which the vendor is obliged to carry out hereunder;
 - b. works the vendor requires to perform relating to the Development; and/or
 - c. marketing activities relating to the sale of any lots in the Development.
 - (iv). the purchaser hereby grants the vendor (and its agents, employees and contractors) the right to access the buildings comprising the Development (including the Land purchased by the purchaser if necessary) and the common property of the Owners Corporations for the purposes of carry out any:
 - a. repair works relating to the Development which the vendor is obliged to carry out hereunder;
 - b. works the vendor requires to perform relating to the Development; and/or
 - c. marketing activities relating to the sale of any lots in the Development owned by the vendor.

23.4 Branding Rights & Signage

The purchaser acknowledges that:

- (a) The vendor will retain all branding and naming rights for any building constructed on the Site. Following registration of the Plan of Subdivision, the vendor may at its discretion cause a special resolution to be passed at the first or subsequent meetings of the Owners Corporation resolving to grant the vendor a 99 year lease on part of the building on the Site (and being on common area) for signage and branding. The purchaser also agrees that the vendor may at any time and without reference to the purchaser vary the naming and branding.

- (b) The vendor may cause the Owners Corporation to install signage to if required and the building crown of the Development. If required by the vendor, the vendor will retain all rights to such signage and may require the Owners Corporation to pass a special resolution to resolve to grant the vendor such rights of ownership as to signage.

23.5 Power of Attorney

The purchaser agrees that while the vendor remains the owner or occupier of any part or parts of the Development:

- (a) the purchaser expressly and irrevocably appoints the vendor as its power of attorney to do anything the vendor considers necessary to enforce this special condition including in connection with any proxy form or resolution if the purchaser fails to comply with any clause set out in special conditions 23.1 to 23.4 above; and
- (b) notwithstanding anything contained in this contract, so long as the Vendor is a member of the Owners Corporation or occupier or owner of a lot and for so long as any mortgagee or chargee of the vendor has any interest in the Development then any Owners Corporation Rules will not in any way apply to or be enforced against the vendor or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with the completion of the Building Works, the Development and/or the sale or development of any part of the Development; and
- (c) the purchaser shall not exercise any Excluded Right relating to any matter set out in this special condition 23.

24. NATURAL SURFACE LEVELS

- (a) For the purposes of section 9AB of the Sale of Land Act 1962, the vendor discloses that to the vendor's knowledge as at the Contract, details of all works affecting the natural surface level of land in the Plan of Subdivision which:
 - (i). have been carried out on that land after the certification of the Plan of Subdivision and before the date of this Contract; and
 - (ii). being carried out or are proposed to be carried out,are set out in the plan or specifications attached to the Section 32 or has been separately provided to the purchaser.
- (b) The purchaser express acknowledges that any previous owners of the Property may have been in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut and vendor will undertake (if haven't already undertaken) works affecting the natural surface level of the Land generally in accordance with the Surface Levels Plan by cutting, excavating, grading, levelling, placing fill or placing soil on the Land, removing soil from the Land or by carrying out any other works on the Land.
- (c) Specifically, the purchaser acknowledges that the Land is subject to inundation overlay and will need be filled as per engineering plan.
- (d) The purchaser shall not exercise any of the Excluded Rights in respect of any works affecting the natural surface level of the site or any land abutting it, if to the extent required by section 9AB of the Sale of Land Act 1962, and to the extent that has not been disclosed per attached plan or specification and if there is any changes to the plan or specification regarding the natural surface level of the land, the vendor discloses to the purchaser details of any such further works that may affect the natural surface level of the site or any land abutting it, as soon as practicable after the vendor have knowledge of the details of those works.

25. VENDOR'S BONDS

- (a) If a Bond is provided by the vendor to an Authority in respect of any works:
 - (i). the vendor is solely entitled to any amount reimbursed by the Authority;
 - (ii). If the Authority pays any money to the purchaser in respect of a Bond, the purchaser must pay that money to the vendor immediately; and
 - (iii). the purchaser may not make any requisition, objection, demand or claim against the vendor.
- (b) This Special Condition is and remains for the benefit of the vendor.

CONSTRUCTION CONDITIONS

26. COMMENCEMENT OF PROJECT, APPROVAL AND OPTION TO TERMINATE

26.1 Commencement of Project

- (a) The purchaser hereby acknowledges that the vendor intends to proceed with and complete the works in response to market demand, the level of pre-sales to satisfy the vendor that it will be able to satisfactorily finance and complete the project and the ability of the vendor to enter into and that the timing for commencement of the works will be made by the vendor at its sole, absolute and unfettered discretion.
- (b) Notwithstanding Special Condition 26(b) the purchaser hereby acknowledges that the vendor may at any time prior to the commencement of construction of the works give notice in writing to the purchaser that the works and/or project cannot or will not proceed for any reason that the vendor in its sole discretion may determine and the vendor shall be entitled to rescind this contract and return the Deposit paid by the purchaser and accrued interest (less bank and government charges) to the purchaser.

26.2 Obtaining Approvals

- (a) The vendor will endeavour to secure satisfactory Approvals contemplated by this special condition.
- (b) If the vendor is unable to secure satisfactory Approvals contemplated by this special condition, the vendor may at any time rescind this Contract by notice to the purchaser. If the vendor rescinds this Contract pursuant to this special condition, the Deposit paid by the purchaser will be refunded to the purchaser and neither party will have any further liability to the other in relation to the Contract.
- (c) The purchaser must not exercise any Excluded Rights in respect of any matters referred to this special condition and may not claim any compensation if the Contract is rescinded pursuant to this special condition and the right to refund the Deposit paid by the purchaser shall be the sole right of the purchaser in connection with such rescission.

26.3 Option to Terminate

In addition to any other provision in this Contract of Sale, if:

- (a) any requirement imposed by any Authority, the Building or the Development, or under or in connection with a planning permit is in the opinion of the vendor (acting reasonably) too onerous to perform or accept;
- (b) at any time the vendor (acting reasonably) determines that the Plan of Subdivision will not be, or is unlikely to be, registered by the expiry of the Registration Period;
- (c) at any time and for any reason the vendor (acting reasonably) determines that construction of the Building will not proceed or once construction has commenced that it will not be completed by the expiry of the Registration Period (and for the purpose of this special condition, "construction" excludes the performance of early works in readiness for construction of the Building);
- (d) at any time prior to the commencement of the construction of the Building the vendor cannot obtain finance for the construction of the Building or the Development (whether the whole or any part of the Development) on terms and conditions acceptable to the vendor; or
- (e) at any time for any reason the vendor (acting reasonably) determines that construction of the Development will not proceed; or
- (f) the vendor is unable to enter into a sufficient number of enforceable contracts to sell lots on the Plan of Subdivision; or
- (g) financing of the Development is being adversely affected for any reason,

the vendor may elect to terminate this Contract by notice to the purchaser. If the vendor gives notice under this special condition, this Contract will be at an end and all moneys paid by the purchaser will be refunded.

26.4 No compensation

If this Contract is terminated or rescinded by the vendor under this special condition 26, neither party will have any right to compensation or damages against the other party as result of the termination or rescission.

26.5 Benefit of this special condition

The provisions of this Special Condition are solely for the benefit of the vendor, and are fundamental to this Contract.

27. PLANS AND SPECIFICATIONS

The purchaser warrants having inspected the Plans and Specifications and having satisfied itself as to all matters referred to therein. Subject to Section 9AC of the Sale of Land Act, the purchaser further warrants that it shall not exercise any of the Excluded Right as a result of anything or matter contained in or arising out of the Plans or Specifications.

28. CONNECTION OF UTILITIES

- (a) The purchaser acknowledges that the vendor may have entered into agreement or may enter into agreement with the relevant authorities in relation to the connection or initial establishment of services or meter establishment as required by the relevant authorities prior to settlement. The purchaser acknowledges that they shall not exercise any Excluded Right in connection with any delay in connection or supply of any services by the relevant authorities or the availability of any services.
- (b) The Purchaser must at its cost arrange for:
 - (i). the connection of all Utilities from their connection points to any dwelling house to be constructed on the Land; and
 - (ii). the construction and installation any other utilities required by the Purchaser
- (c) The Purchaser acknowledges that:
 - (i). any connection or Utilities Access Points may be located in the road, the road verge, at the kerb inlet, within the Land or on the boundary of the Land (as applicable); and
 - (ii). The Vendor has no control over the siting or location of any connection points for the Utilities, service markers, telephone or electricity poles or electricity substations.
- (d) The Purchaser is not purchasing the Land subject to any Utilities or connection or access points of Utility located within the Land or on the boundary of the Land.
- (e) The Purchaser will not be entitled to exercise any Excluded Rights in respect of:
 - (i). the nature or location of the Utilities;
 - (ii). the nature, location or availability or non-availability of any other utility;
 - (iii). all or any of the Utilities not being available for connection by the providers as at settlement;
 - (iv). whether or not the Land is subject to or has the benefit of any rights or easements in respect of the Utilities or any other utilities, or mains, pipes or connections for such Utilities;
 - (v). any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Land; and
 - (vi). whether any connection or access points of any Utility is located on the Land.
- (f) If as part of the Subdivision Works, the vendor enters into agreement with the relevant authorities in relation to the connection or initial establishment of services or meter establishment as required by the relevant authorities prior to settlement, then the purchaser must reimburse the vendor all costs incurred by the vendor to establish any Utilities prior to settlement if applicable (including meter or instalment or establishment cost if any).

29. ELECTRICITY SUBSTATION

The purchaser acknowledges and agrees that if required, the vendor may arrange for an electrical substation to be located on the Site. Subject to Section 9AC of the Sale of Land Act, the purchaser

must not object in relation to the final location of the electrical substation or any substation lease that the vendor may be required to enter into with the relevant provider.

30. MEMORANDUM OF COMMON PROVISIONS

- (a) Paragraph (a)-(c) only applies if as at the Day of Sale the Memorandum of Common Provisions (“MCP”) has not been registered by the registrar of titles.
- (b) The purchaser acknowledges that the MCP at the Day of Sale has not been registered by the Victorian Land Registry and may require amendments prior to registration that are:
 - (i) Required to meet any requirements, recommendation or requisition of the Responsible Authority, the Victorian Land Registry, any Authority or any combination of them to enable the MCP to be registered by the Victorian Land Registry; or
 - (ii) Considered by the vendor to be necessary or desirable for the purpose of the Land.
- (c) If the vendor makes an amendment contemplated by paragraph (b) of this Special Condition, the purchaser must not exercise any Excluded Rights on the basis that the MCP as registered by the Victorian Land Registry does not accord with the MCP.
- (d) This sub-clause applies to those Lots that are corner Lots. The purchaser of a corner Lot acknowledges that as at the day of sale, the wordings of clause 3.4 of the proposed MCP may be subject to further change required by council before the MCP is registered. To the extent permitted by law, such purchaser agrees not to exercise any Excluded Rights in relation to any proposed changes if they do not materially affect the Lot purchased.
- (e) If applicable to the Land, the purchaser covenants and agrees with the vendor that it will observe and comply with the terms of the Memorandum of Common Provisions.
- (f) The vendor will not be liable to the purchaser in respect of any buildings to be constructed on other lots in the Development or any failure by the vendor to enforce any of the terms of the Memorandum of Common Provisions.

31. SAFETY

- (a) This clause continues to apply after settlement as long as the Vendor remains the owner of any lot that forms part of the Plan of Subdivision.
- (b) The Purchaser must not enter upon the following areas of the Development Site without first obtaining the written permission of the Vendor:
 - (i) Any area where construction work is being undertaken;
 - (ii) Any area that has not yet been developed or is vacant; or
 - (iii) Any area that is identified by fencing or signage or otherwise advised to be subject to authorised access only.
- (c) The purchaser must not tamper with or move any fencing, signage, construction plant or materials on the Development Site.
- (d) The Purchaser must comply with the requirements, directions or recommendations of any warning signs on the Development Site.
- (e) The Purchaser must ensure that all contractors and other invitees and visitors of the Purchaser (including but not limited to any children) understand and comply with the requirements of paragraph (a)-(c) of this Special Condition.
- (f) From the Settlement Date, the Purchaser must keep the Land and any Purchaser’s Works occurring on the Land free of any hazards that could impact upon persons or property. This must include, but is not limited to locking up plant and equipment, secure storage of hazardous substances, barricading of all hazards including trenches, safe storage of materials including from wind effects, prompt removal of rubbish and safe parking of vehicles. The Purchaser must ensure that its contractors comply with these requirements.

32. SUBDIVISION WORKS

32.1 Subdivision Works

To the extent that they have not already been performed or completed as at the Day of Sale:

- (a) the vendor undertakes at its cost to perform or cause to be performed the Subdivision Works; and

- (b) the vendor may carry out the Subdivision Works on the Land and surrounding land prior to settlement.

32.2 Purchaser's acknowledgement

The purchaser acknowledges and agrees that:

- (a) the Subdivision Works may include:
 - (i). Utilities Access Points located within the boundary of the Land; and
 - (ii). street trees planting,which may affect construction on the Land including the location of any driveway;
- (b) the Subdivision Works may include construction of retaining structures on the Land; and
- (c) the Subdivision Works or other works in connection with the vendor's development of the Site may not be fully completed by settlement of this Contract and the purchaser grants the vendor (including any employees, officers, contractors and consultants of the vendor) a licence to access the Land following the Settlement Date to complete such works;
- (d) any plans prepared in connection with the Subdivision Works may require amendment prior to settlement;
- (e) the vendor is gradually doing works for the purposes of complying with any existing planning permit and not all application work or preparing work has been completed as at the day of sale (including any landscape plan for the Site). Any documents to the extent not prepared prior to the day of sale may be requested by the purchaser when become available prior to settlement;
- (f) it has inspected the Plan of Subdivision and documents in relation to any Planning Restrictions and the Planning Permits and having satisfied itself as to all matters referred to therein.

32.3 No objection

Subject to Section 9AC of the Sale of Land Act, the purchaser further warrants that it shall not exercise any of the Excluded Right in connection with any documents in relation to the Subdivision Works (whether in existence at the Day of Sale) or variation or amendments of such documents, or in connection with any matters referred to in special condition 32.

33. STAMP DUTY

The vendor does not make any warranty as to whether any duty concessions apply or the amount of stamp duty payable on the transfer of land to the purchaser and the purchaser acknowledges that it shall be liable for all stamp duty payable on the transfer.

34. S137B OF BUILDING ACT 1993

The following warranties are part of every contract to which section 137B of the Building Act 1993 applies which relates to the sale of a home:

- a. Warranties for the purpose of homes under section 137B of the Building Act 1993
 - a. the vendor warrants that 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 proper and workmanlike manner; and
 - b. the vendor warrants that 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 on the contract those materials were new; and
 - c. the vendor warrants that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.

35. VENDOR'S RIGHT TO MORTGAGE AND OTHERS AND NOVATION

- (a) The vendor may mortgage, assign, sell, transfer novate or charge all or part of its interest in this Contract or the vendor's right to payment for the Land, the Property and all or part of the Site and will be entitled to execute any mortgage, assignment, sale contract, novation, charge or such other necessary documentation. The purchaser must, if required, consent to any such mortgage, assignment, sale contract, novation or charge.
- (b) In addition to the paragraph (a) above, the purchaser:
 - (i). acknowledges and agrees that the vendor may, at any time after the Day of Sale and prior to settlement, and without requiring any consent or approval of the purchaser:
 - a. transfer the Property, the Site or any part of them;
 - b. Novate the vendor's right and obligations under this Contract (including the benefit of the Guarantee and Indemnity),
 - (ii). to a New Vendor, provided that the New Vendor enters into a Deed of Novation under which the New Vendor assumes the obligations and rights of the Vendor under this Contract from the date of the transfer or novation; and
 - (iii). Unconditionally and irrevocably consents to and authorises any transfer and novation effected in accordance with paragraph (i) above.
- (c) If the vendor exercises its rights under special condition 35(b), the vendor must give written notice to the purchaser informing the purchaser that the vendor is or has transferred the Property, the Site or any part of them or novated the vendor's rights and obligations under this Contract (as the case may be) to a New Vendor.
- (d) Upon receiving the written notice from the vendor and upon the vendor exercising its right under special condition 35(b):
 - (i). the vendor must provide the Deed of Novation in its final executable form to the purchaser;
 - (ii). the purchaser must promptly, in any event, within 14 days of receiving the final executable form of the Deed of Novation, execute and deliver the Deed of Novation to the vendor's lawyer;
 - (iii). the purchaser must, if requested to do so by the vendor, promptly sign any acknowledgement or other documents required by the vendor or the New Vendor to give effect to the transfer or novation (as the case may be); and
 - (iv). if the purchaser fails to provide the executed Deed of Novation within 14 days of being requested to do so, the purchaser shall be in default under this Contract. Any failure by the purchaser to comply with any purchaser's obligations under this special condition 35 does not affect the validity of any rights exercised by the vendor or the New Vendor under this special condition 35.
- (e) Subject to the Sales of Land Act and this Contract the purchaser irrevocably appoints:
 - (i). the vendor or the New Vendor, and each director, officer and manager of the foregoing as joint and several attorneys; and
 - (ii). the vendor's lawyers or the lawyers for the New Vendor as its agent, for the purposes of executing the Deed of Novation if the purchaser fails to execute the Deed of Novation within 14 days of being requested by the vendor to do so
- (f) The purchaser must not exercise any of the Excluded Rights in respect of any of the matters set out in this special condition.

36. PRE-SETTLEMENT INSPECTION

- (a) The purchaser acknowledges and agrees that due to occupancy health and safety reasons, only one inspection of the Property will be permitted prior to settlement and such inspection will be:
 - (i). at such time and date nominated by the vendor or a representative or agent of the vendor which is to be for a maximum of 1 hour; and
 - (ii). in the presence of the vendor or a representative or agent of the vendor.
- (b) The purchaser shall not exercise any Excluded Right in relation to any matter in relation to the pre-settlement inspection process.

37. PERSONAL INFORMATION

37.1 Definition

In this special condition:

- (a) **Privacy Act** means the Privacy Act 1988 (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued under it, including:
 - (i). any consolidation, amendment, re-enactment or replacement of any of them; and
 - (ii). the Australia Privacy Principles under that Act.
- (b) **Personal Information** has the meaning given to it in the Privacy Act.

37.2 Collection and dealing with Personal Information

The purchaser consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor and its related entities:

- (a) for entering into, administering and completing this Contract and any development by the vendor referred to in this Contract;
- (b) for planning, marketing and product development by the vendor or a related body corporate of the vendor including in relation to a development other than the Development;
- (c) to comply with the vendor's obligations or to enforce its rights under this Contract;
- (d) to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the Property;
- (e) to service providers engaged by the vendor, such as legal advisers, financial advisers, information technology and data storage providers, market research organisations, mail houses and delivery companies;
- (f) to any third party who has a right or entitlement to share in the monies paid or payable to the vendor under this Contract;
- (g) to any of the vendor's and/or the vendor's financiers and these financiers' advisers; and
- (h) in other circumstances where the vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

38. AUSTRALIAN CONSUMER LAW

- (a) The vendor and the purchaser agree that this Contract is not a standard form contract within the meaning of *Australian Consumer Law* established under the *Competition and Consumer Act 2010 (Cth)* or its regulations.
- (b) The purchaser acknowledges and agrees that:
 - (i). before signing this Contract, the purchaser has received or has had the opportunity to receive, independent advice considered relevant to the purchaser, including legal advice; and
 - (ii). before signing this Contract, the purchaser has negotiated, or has had the opportunity to negotiate, the terms of this Contract; and
 - (iii). the rights given to the vendor under this Contract are reasonably necessary to protect the legitimate interests of the vendor.
- (c) The purchaser further acknowledges and agrees that:
 - (i). it was necessary for the vendor to prepare this Contract prior to the parties contemplating the transaction recorded herein;
 - (ii). the undertaking of the Development imposes significant risks upon the vendor (including financial and legal risks) and the rights given to the vendor under this Contract are reasonable and necessary to protect the legitimate interests of the vendor including by:
 - a. giving the Vendor necessary flexibility for planning, financing, construction and development of the Land and the Development, which at the Day of Sale may not be certain or able to be fully ascertained by the vendor; and
 - b. allowing the vendor sufficient flexibility in relation to the timing for commencement of the Development (including whether or not to develop the Land or the Development at all), which at the Day of Sale may be subject to matters including financing, marketing and economic conditions outside the vendor's control.

39. Online Duties Form

- (a) The purchaser acknowledges that in order for the duty on the Transfer to be assessed, the State Revenue Office ("SRO") requires the information which must be submitted to the SRO

- for that purposes, to be completed and signed online by both parties, and submitted to the SRO electronically by means of the Online Duties Form.
- (b) To ensure that the Online Duties Form is completed and signed in time for settlement, the purchaser must:
- (i). populate the Online Duties Form with all the information which a purchase must provide to the SRO (“**Transferee Information**”); and
 - (ii). accept and/or sign the Online Duties Form, in each instance, with 5 Business Days of receiving an online invitation to do so.
- (c) If the purchaser fails comply with paragraph (b), the purchaser is in default under this Contract.
- (d) In addition to the vendor’s rights described elsewhere under this Contract, if the purchaser breaches the purchase’s obligations under this special condition paragraph (b):
- (i). the vendor may extend the due date for settlement by the same number of days in which the purchaser delays in populating, or accepting and/or signing the Online Duties Form; and
 - (ii). the purchaser is taken to have defaulted in paying the residue and continues in default until the day this Contract is actually completed.
- (e) The purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the purchaser must not amend any of the Transferee Information without procuring the vendor’s prior written consent to do so.
- (f) If the transaction contemplated by this contract is likely be treated as “complex transaction” or “complex assessment” by the SRO, then the purchaser must inform the vendor and initiate the assessment by no later than 45 days prior to settlement due date.
- (g) In addition to the vendor’s rights described elsewhere under this Contract, if the purchaser breaches the purchase’s obligations under this special condition paragraph (f):
- (i). the vendor may extend the due date for settlement by up 2 days after duty is assessed by the SRO; and
 - (ii). the purchaser is taken to have defaulted in paying the residue and continues in default until the day this Contract is actually completed.
- (h) The purchaser acknowledges that:
- (i). the purchaser is responsible for populating the Online Duties Form with accurate Transferee Information. The purchaser indemnifies and keeps the vendor indemnified against any Loss or Claim that the vendor suffers, incurs or is liable for as a result of the purchaser providing any incorrect Transferee Information; and whilst the vendor will endeavour to complete and sign the Online Duties Form promptly, the purchaser shall not exercise any Excluded Rights in connection with when the vendor completes and signs the Online Duties Form as long as it is done prior to settlement.

40. COSTS INCURRED BY VENDOR’S LEGAL PRACTITIONER

40.1 Purchaser acknowledgement

The purchaser acknowledges that the vendor’s legal practitioner is only responsible to supply to the purchaser or its legal practitioner once those documents and information within the scope of the Contract and the purchaser shall be responsible to provide any information or documents to its mortgagee(s)/financier(s) and/or any other advisors or contractors of the purchaser. The purchaser shall be deemed to have defaulted under the Contract if it:

- (a) requests from the vendor’s legal practitioner provision of substantial information and/or documents to the purchaser and/or its nominees which has been provided by the vendor’s legal practitioner already; or
- (b) unilaterally requests any amendments to the Contract (including variation to price, finishes etc); or
- (c) requests from the vendor’s legal practitioner provision of substantial information and/or documents to the purchaser’s mortgagee(s)/financier(s) and/or any other advisors or contractors of the purchaser; or
- (d) requests from the vendor’s legal practitioner provision of or responding to any other matters not expressly set out in this Contract,

where the vendor will incur additional legal costs if it were to agree to such requests (acting reasonably).

40.2 Reimbursements

The vendor has sole discretion to refuse any matters or requests referred to in special condition 40.1(a) to (d) above. At its discretion, the vendor may however agree to procure the vendor's legal practitioner to supply the relevant documents or information on the condition that the purchaser agrees to pay to the vendor's legal practitioner and/or to reimburse all legal fees paid by the vendor to the vendor's legal practitioner that are incidental to, in connection with or arising out of any inquiries or request by the purchaser referred to in special condition 40.1 above. For the avoidance of doubt, the vendor is not obliged to agree to any amendments to the Contract requested by the purchaser referred to special condition 40.1(b) above.

40.3 Payment in advance

The purchaser acknowledges and agrees that it will pay to the vendor and/or the vendor's legal practitioner in advance of any services rendered pursuant to special condition 40.1 above. For the avoidance of doubt, the vendor's legal practitioner will not be obliged to provide any of the afore-mentioned services to the purchaser until the vendor's legal practitioner has been paid. The purchaser acknowledges and agrees that this clause is fair and reasonable in the circumstance.

41. GENERAL

41.1 No Merger

These Special Conditions will not merge on completion.

41.2 Waiver of rights

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

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

41.3 Purchaser must not Assign or Deal or Resell or Advertise

- (a) The purchaser shall not without the prior written consent of the vendor sell or transfer, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part of its or the purchaser's right or interest in or under this Contract, except in accordance with Special Condition 14 prior to settlement.
- (b) In addition to paragraph (a), the purchaser shall not without the prior written consent of the vendor (which may be given subject to conditions as the vendor may deems fit):
 - (i). erect or display, or cause to be erected or displayed, any sign, notice or advertisement or any part of the Property (whether visible from the outside of the Property or not) offering the Property for sale; or
 - (ii). publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement offering the Property for sale or proposed nomination or in connection with an attempt to find or secure a person who the purchaser may wish to nominate as a substitute or additional transferee pursuant to General Condition 4 or special condition 14 of this Contract (including any sign, notice or advertisement in print, electronic or online form), at any time prior to Settlement.
- (c) If the purchaser breaches this special condition, then the purchaser must remove, or procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the vendor or the vendor's legal representative to do so, failing which, and without limiting to any other rights of the vendor under the Contract,

- the purchaser irrevocably appoints the vendor as its attorney to do all thing necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn.
- (d) The purchaser indemnifies the vendor against any loss arising out of a breach of this special condition.
- (e) The purchaser acknowledges that this special condition is necessary to protect the legitimate interests in this Contract.

41.4 Operation of indemnities

Each indemnity in this Contract survives the ending of this Contract.

41.5 Severance

If anything or provision in this agreement is unenforceable, illegal or void, it is severed and the rest of the Contract remains in force.

41.6 Amendment

This Contract may only be varied by written agreement signed or consented to by both the vendor and the purchaser.

42. LIMITATION OF LIABILITY OF VENDOR

42.1 Trustee Status

The vendor enters into this Contract in its capacity as trustee of the Trust.

42.2 Extent of liability

The vendor can act only in accordance with the terms of its appointment as trustee of the Trust and is not otherwise liable under any circumstances to any party under this Contract. This limitation of the vendor's liability applies despite any implication by Law or any other provision of this Contract. This limitation extends to all liabilities any obligations of the vendor in any way connected with any representation warranty, conduct, opinion, agreement or transaction related to this Contract.

42.3 Trust indemnity

Any obligation or liability of the vendor under or in any way connected with this Contract is limited to the extent that the vendor is indemnified for that obligation or liability out of the assets of the Trust. This limitation will not apply to the extent that the vendor is not indemnified for an obligation or liability because of the vendor's fraud, negligence or breach of trust.

42.4 No representations or warranties

If the vendor, by express provision of this Contract, or by implication of Law, makes or is taken to have made any representation or warranty, then those representations and warranties are taken to have been made by the Trust.

42.5 Limitation on legal action

The purchaser may not sue the vendor in any capacity other than as trustee of the Trust nor seek the appointment of a receiver, a liquidator, an administrator or any similar person to the vendor or prove in any liquidation or arrangement of or affecting the vendor except in relation to the property of the Trust.

42.6 Limited actions on Vendor's behalf

No attorney, agent, receiver or receiver and manager appointed or having authority to act on behalf

of the vendor in a way which expresses the vendor to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of the vendor for the purposes of Special Condition 42.3.

42.7 Limited liability of Vendor

The vendor is not obliged to do or refrain from anything under this Contract including without limitation incurring any liability, unless the vendor's liability is limited in the manner set out in Special Condition 42.2 and 42.3.

43. House Code Reference

The purchasers acknowledges that as at the day of sale, any reference as contained in the proposed Plan of Subdivision or MCP to "Small lot housing code (Type B)" may be changed to "Small lot housing code (Type A)" at the requested from council and the purchaser to the extent permitted by law agrees to not exercise any Excluded Rights to the extent that any proposed changes do not materially affect the Lot.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.
- 6.4 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 directly and currently 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.

- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 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.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; 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.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 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.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 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.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 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 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 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 general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].
- 16. BANK GUARANTEE**
- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general 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).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 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 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 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 general condition 16.4.
- 16.6 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 general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any

electronic transactions legislation.

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 18.8 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.

- 18.9 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 lodgement 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 lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) 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
- (d) 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.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

- 19.4 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.

- 19.5 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.

- 19.6 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.

- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect 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.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general 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.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 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 affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general 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.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 The remaining provisions of this general condition 24 only apply 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.

- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 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.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be 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 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 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.
- 25.7 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a 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.
-

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] 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.
- 27.3 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.
- 27.4 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*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 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.
- 28.2 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.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. 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.

30. TERMS CONTRACT

- 30.1 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.
- 30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 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.
- 34.2 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.

35. DEFAULT NOT REMEDIED

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Schedule A GUARANTEE AND INDEMNITY

For PROPERTY: LOT _____, 353-355 Centre Road, Berwick, Victoria 3806

Vendor: CENTRE ROAD PTY LTD

I/We, _____

of _____

being the director/directors of _____ ("Purchaser")

(hereinafter called "the Guarantor") IN CONSIDERATION of the vendor having agreed at the Guarantor's request (as it is hereby acknowledged) to enter into a contract of sale in relation to the Property stated above ("**Contract of Sale**") with the purchaser named in the Contract of Sale HEREBY JOINTLY AND SEVERALLY GUARANTEE to the vendor payment of the whole of the purchase money, interest and other moneys due and payable under the Contract of Sale and the due observance and performance by the purchaser of all covenants and provisions binding on the purchaser thereunder or pursuant to any other agreement made between the purchaser and the vendor. I/we will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of the purchase money, interest and other moneys payable under the within the Contract of Sale and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and shall be without prejudice to and shall not be affected or released nor shall the rights or remedies of the vendor against any Guarantor be in any prejudiced or affected by any of the following:-

- (a) any security negotiable or otherwise which may now or hereafter be held from any person in respect of the payment of any moneys or from the purchaser or any other person in respect of any sum hereby guaranteed;
- (b) any release variation exchange renewal or modification made or any other dealing by the vendor with any judgement specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by him in respect of all or any of the moneys hereby guaranteed or any agreement at any time by the vendor in his discretion with respect to all or any of such matters;
- (c) any time given to the purchaser in connection with the payment of any moneys hereby guaranteed or any other indulgence or variation or revision agreement granted to or composition compromise or arrangement made with the purchaser or any other person whether with or without the consent of or notice to the Guarantor;
- (d) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (e) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (f) by reason of the Vendor assigning his, her or their rights under the said Contract; or
- (g) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

In the event that for any reason this Guarantee shall be unenforceable the Guarantor hereby indemnifies the vendor in respect of any loss the vendor may incur as a result of the failure of the purchaser to fulfil the Contract of Sale.

The Guarantor shall pay to the vendor on demand his costs of and incidental to the enforcement of this Guarantee on an indemnity basis. In this Guarantee the word "Guarantor" shall be deemed to mean and include each of the abovenamed persons companies and their respective heirs, executors, administrators,

successors and assigns and the within covenants by the Guarantor shall if consisting of more than one person or company be deemed to mean and include each Guarantor jointly and severally.

Witness

SIGNED SEALED AND DELIVERED by the)
said Guarantor)
)
)

Witness

Schedule B

DEED OF NOVATION

DEED OF NOVATION

This Deed of Novation is dated the _____ day of _____ 20____

PARTIES:

CENTRE ROAD PTY LTD 655 663 773 of [to be inserted] (**Current Vendor**)

AND

[***TO BE INSERTED***] of
(New Vendor)

AND

[TO BE INSERTED] of
(Purchaser)

RECITALS

- A. The Current Vendor and the Purchaser are parties to the Contract.
 - B. The New Vendor is to be substituted for the Current Vendor under the Contract on the terms set out below.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and interpretation

1.1 Definition

In this document, unless otherwise defined, capitalised terms used but not expressly defined in this document have the same meaning as those used in the Contract and

Contract means the Contract of Sale of Real Estate bearing the Contract Date made between the Current Vendor and the Purchaser in respect of Property.

Contract Date means [to be inserted].

Contract Documents means

- (a) the Contract;
 - (b) the Vendor's Statement;
 - (c) any guarantee and indemnity provided by the Purchaser or a related person of the Purchaser under the Contract;
 - (d) any bank guarantee accepted by the Current Vendor under the Contract.

Property means Lot [to be inserted] on the proposed Plan of Subdivision [to be inserted] being part of that piece of land more particularly described in Certificate of Title Volume [to be inserted] Folio [to be inserted].

State means the State of Victoria, Australia.

Transfer Date means the date of this deed.

1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;
 - (b) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;

- (c) an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally.

2. Consideration

Each party acknowledges that it has received valuable consideration for entering into the deed and the Purchaser enters into this deed in accordance with its obligations under the Contract.

3. Novation and Acknowledgement

2.1 Novation

The parties agree that the Contract is novated and the New Vendor is substituted as vendor in the Contract as if it were a party thereto and that:

- (a) the New Vendor has rights against, and owes obligations to, the Purchaser in connection with the Contract; and
 - (b) the Purchaser has rights against, and owes obligations to, the New Vendor in connection with the Contract,
- as if the New Vendor had always been a party to the Contract in place of the Current Vendor; and
- (c) to the extent permitted by law, the Purchaser and the Current Vendor have no rights against each other or obligations to each other in connection with the Contract.

2.2 Assignment

To the extent that any part of the novation in clause 3.1 is not effective, then with effect on and from the Transfer Date:

- (a) the Current Vendor assigns to the New Vendor absolutely and beneficially all of the Current Vendor's right title and interest in or to the Contract Documents (including the benefit of the Contract Documents); and
- (b) the New Vendor accepts the assignment from the Current Vendor.

2.3 Acknowledgement and Undertaking by New Vendor

The New Vendor:

- (a) confirms that it has been supplied with a copy of the Contract;
- (b) acknowledges that it takes its interest in the Property subject to the rights of the Purchaser under the Contract; and
- (c) unconditionally and irrevocably undertakes to the Current Vendor and the Purchaser to comply with the vendor's obligations under or pursuant to the Contract, and otherwise be bound by the provisions of the Contract to the same extent and effect as if the New Vendor had been a party to the Contract.

2.4 Current Vendor to hold on trust

To the extent that any part of the novation in clause 3.1 or the assignment in clause 3.2 is not effective, the Current Vendor:

- (a) holds its right title and interest in and to the Contract Documents as trustee for the benefit of the New Vendor;
- (b) must enforce for the benefit of the New Vendor its rights under the Contract Documents at the direction (and at the reasonable cost) of the New Vendor.

2.5 Deed Poll

As between the New Vendor and the Purchaser, this deed is, and takes effect as, a deed poll enforceable by the Purchaser as beneficiary without the need for execution of any document by the Purchaser relating to the novation of the Current Vendor's rights under the Contract Documents and the assumption of the Current Vendor's obligations under the Contract.

4. Notices

- 4.1 The provisions of the Contract regarding the giving of notices apply to this Deed, as if set out in full here.
- 4.2 Notices to the New Vendor shall be delivered to its legal representative the details of which are set out below (unless otherwise notified by the New Vendor):

Name:

Contact person:

Telephone:

Faxes:

Email:

5. General

5.1 Governing Law

- (a) This deed is governed by and will be construed according to the laws of the State.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

5.2 Legal cost

Each party will pay its own legal fees and costs and disbursements relating to this document.

5.3 Assignment

Each party must not assign any of its rights under this document without the other parties' prior written consent.

5.4 Amendments

This document can only be amended, supplemented, replaced or novated by another document signed by all parties.

5.5 Further acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to the other party) required by law or reasonably requested by another party to give effect to this deed.

5.6 Severability

Part or all of any provision of this deed that is illegal or unenforceable will be severed from this deed and will not affect the continued operation of the remaining provisions of this deed.

5.7 No merger

The provisions of this deed will not merge on completion of any transaction contemplated in this deed and, to the extent any provision has not been fulfilled, will remain in force.

5.8 Entire agreement

This deed constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this deed and have no further effect.

5.9 Counterparts

This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this document, and all together constitute one document.

EXECUTED AS A DEED

Executed by **[TO BE INSERTED]** in accordance with section 127 of the Corporations Act 2001 by its authorised persons:

Signature of Director

Name of Director in full

Executed by **[TO BE INSERTED]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of

Signed, sealed and delivered by
[insert] in the presence of:

Signature of witness

Full name of witness

Address of witness

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of sole director and sole company secretary

Signature

Schedule C

MEMORANDUM OF COMMON PROVISIONS

See attached.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

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

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions: This Memorandum of Common Provisions includes pages 1-3 (both inclusive)

1. Introduction

1.1 The requirements in this Memorandum apply in addition to the requirements in the Regulations and the Planning Scheme. In the event of conflict or inconsistency, the provisions of this Memorandum shall prevail, to the extent that such conflict or inconsistency is lawful.

1.2 The requirements in this Memorandum may only be waived or varied by written notice issued by Centre Road Pty Ltd.

1.3 The owner of a Lot will be required to submit the relevant plans to a Building Surveyor to obtain the relevant permit or permits for the construction of any dwelling or building on a lot.

2. Definitions and Interpretations

2.1 In this Memorandum:

- (a) "Planning Scheme" means the Casey City Council Planning Scheme
- (b) "Plan of Subdivision" means Plan of Subdivision PS904619N
- (c) "Primary Frontage" means, for each lot, the shortest boundary of that lot which abuts a road.
- (d) "Regulations" means the Building Regulations 2006.
- (e) "Side Boundary" means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

2.2 General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified.

- (a) In the building Act 1993
 - i. Building

(Registered instrument number of MCP to be inserted)

V3

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

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see Contact us

- ii. Occupancy Permit
 - iii. Lot
- (b) In the Planning Scheme:
- iv. Dwelling (Clause 74)

3. Applicable provisions

3.1 3.1 All Lots

- (a) The finished level of all new lots must be at least 600mm above the relevant flood level (18.25AHD).
- (b) The finished floor level of all new dwellings must be at least 600mm above the relevant flood level (18.25AHD).
- (c) The finished floor level of all new garages must be at least 300mm above the relevant flood level (18.25AHD).

3.2 Garage Openings

- (a) A garage opening must not occupy more than 40% of the width of the primary frontage, unless the building is two or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling.

3.3 Garage Setback

- (a) A garage or carport must not setback less than 5.5 metres from the primary frontage.

3.4 Fence of a side boundary

- (a) A fence of a side boundary of a standard lot shall be constructed using timber palings to be:
 - i. less than 1.5 meter in height from the lot frontage to the building line, and
 - ii. at least 1.8 metres in height for the remaining boundary length.
- (b) A side fence of the side street boundary of a corner lot shall be constructed using
 - i. the same materials and to the equal height of the front fence from the lot frontage to the building line, and
 - ii. timber palings, a timber cap and timber posts to at least 1.8 metres in height for the remaining length of the boundary length.

3.5 The lots adjacent to the Melbourne Water drainage reserve

- (a) Any structure (including fencing) within lots 1 and 11 that are to be constructed within 5m horizontally from the edge of the adjacent Melbourne Water drain will require a consent for Build Over Easement from Melbourne Water.
- (b) The owner of lots 1 & 11 shall be responsible for the costs of installation of a fence on the common boundary adjacent to the Melbourne Water reserve.

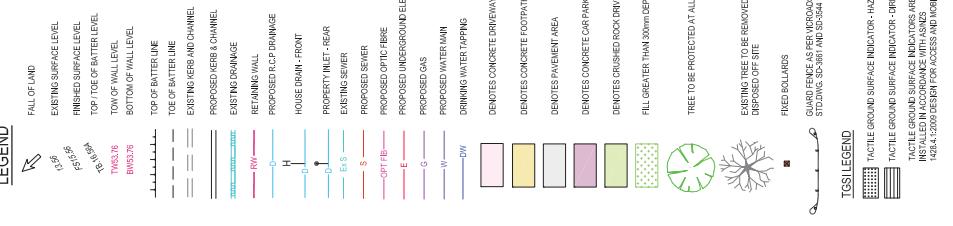
3.6 Expiry of Memorandum

- (a) This Memorandum will lapse and cease to have effect in respect of a lot on 31 December 2032.

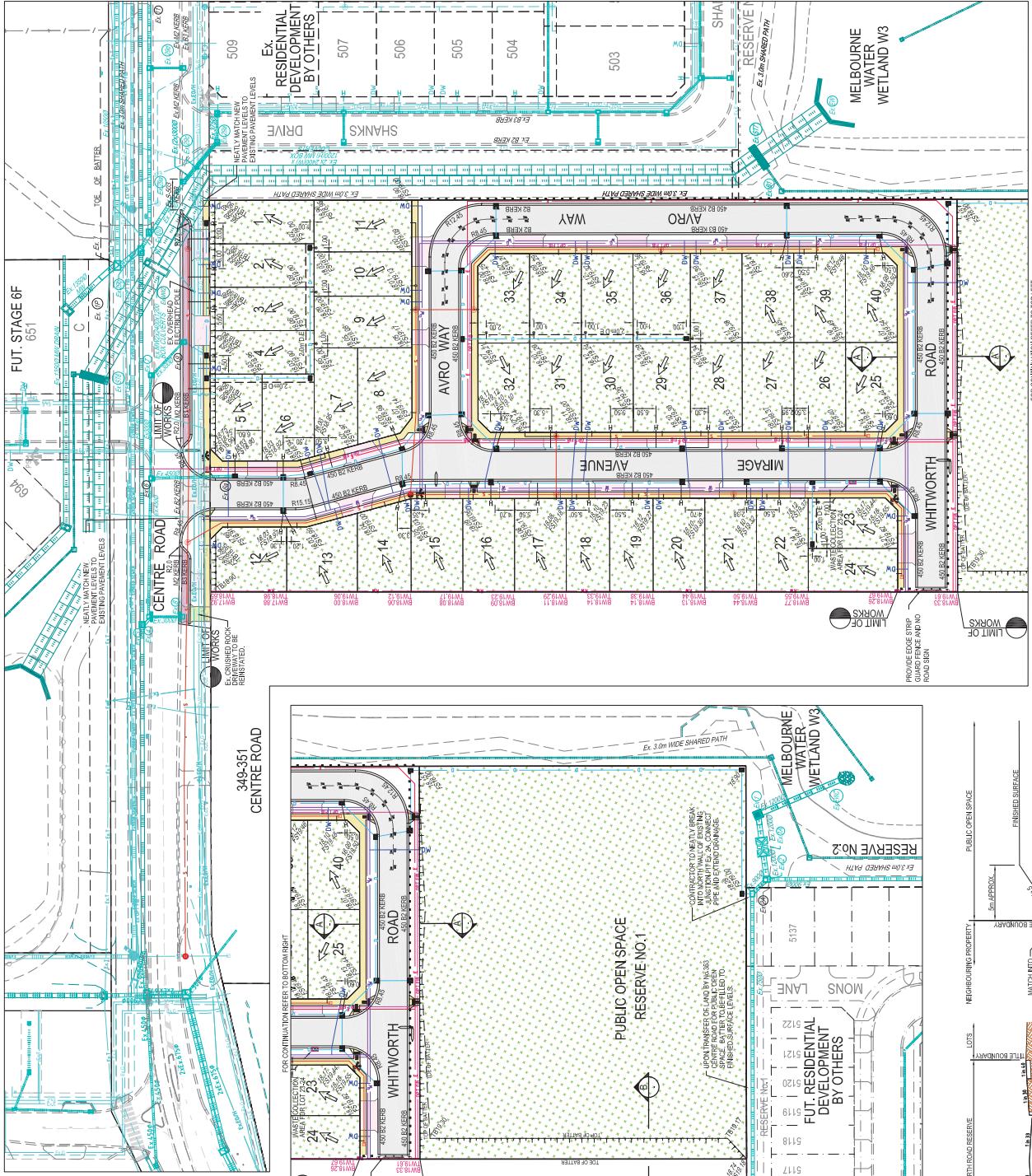
Schedule D

SURFACE LEVEL PLAN

See attached.

LEGEND

Verify all dimensions prior to construction - Do not scale



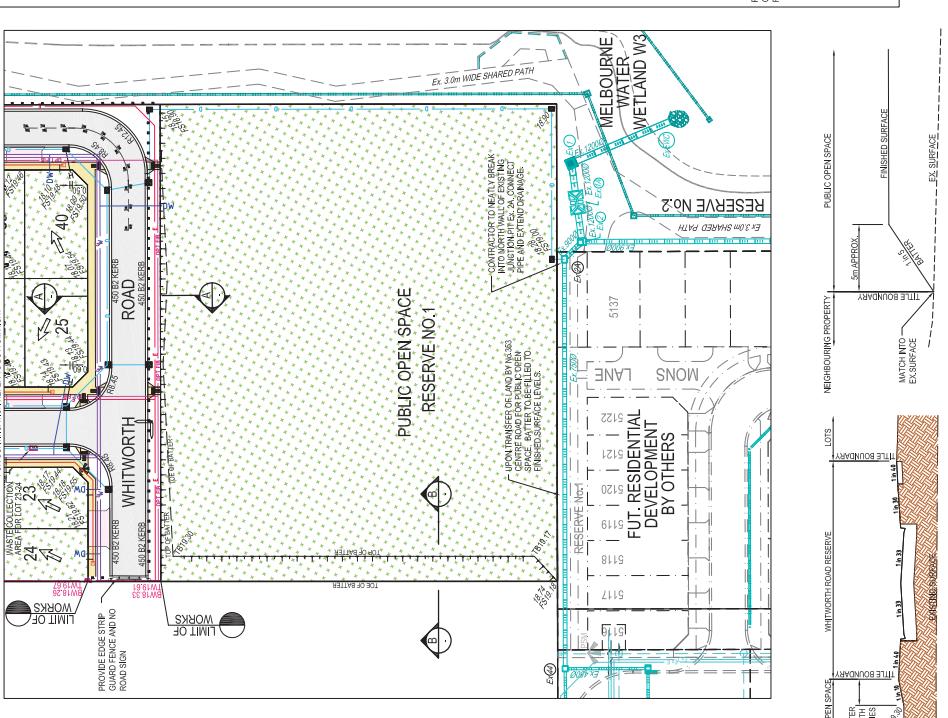
Job No: E01974.04 Date: 13/03/2021 Client: Centre Road Pty Ltd
Project: 353-355 Centre Road Berwick Residential Subdivision Functional Layout Plan

Job No: E01974.04 Date: 13/03/2021 Client: Centre Road Pty Ltd
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Project: 353-355 Centre Road Berwick Residential Subdivision Functional Layout Plan



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The Essential First Step.



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SECTION

VENDORS STATEMENT

A STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("THE ACT")

VENDOR (S): CENTRE ROAD PTY LTD

PROPERTY: LOT

353-355 Centre Road, Berwick, Victoria 3806



Suite 2/935 Station Street Box Hill North VIC 3129
PO BOX 2086 Box Hill North VIC 3129
Tel: (03) 8685 8568

Ref: 22/3927/MZ/MZ

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there. Warning to the Purchaser:
3. You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.
4. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the day specified in the Contract/Contract Note between the vendor and the purchaser ("the Contract") for payment of the residue as defined in the Contract ("the due date") the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the term of the Contract:
 - a. All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
 - b. Interest payable by the vendor under any existing mortgage over the property calculated from the due date.
 - c. Accommodation expenses as between the vendor's solicitor and/or vendor's representative and the vendor.
 - d. Legal and conveyancing representatives costs and expenses as between the vendor's solicitor/vendor's representative and the vendor.
 - e. Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase.
5. You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

1. FINANCIAL MATTERS

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

(a) Their total (not including any usage) does not exceed:

\$50,000.00

Note: The above rates and taxes are for the whole of the **parent** property as currently assessed. Water Charge excludes consumption. Land Tax is based on single holding calculation based on estimated unimproved value (ignoring principal residence exemptions, trustee surcharges, or multiple land holdings, all of which affect actual land tax payable).

The property is not yet separately rated. The certificates attached related to land which includes the property. The vendor is unable to accurately estimate the exact outgoings which will apply to the property after approval of the proposed plan of subdivision.

As a result of the construction of buildings and subdivision of the land, there will be a supplemental valuation for rating purposes which will in due course result in separate rates and (where applicable) land tax assessments being assessed and issued for the Land. If not separately rated at settlement, the rates and land tax on the parent property will be adjusted between the parties so that they each bear the proportion of rates applicable to their respective periods of occupancy in the Property during the relevant rating year. The Purchase may become liable for land tax depending upon other real estate owned in Victoria.

- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge (Other than any GST payable in accordance with the contract), which are not included in items 1.1 above; other than any amounts described in this rectangular box.

Usual Adjustment applies at settlement and duty on transfer of land, The Purchase may become liable

SECTION 32 STATEMENT
Vendor: CENTRE ROAD PTY LTD

Lot 353-355 Centre Road, Berwick, Victoria 3806

for land tax depending upon the use of the property and their other real estate owned in Victoria. Plus any costs arising from purchaser's complying with Contract of Sale (including any utility connection fees if applicable) and/or the purchaser's default under the Contract of Sale (if any).

- 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	
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Other particulars (including dates and times of payments):

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

Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the Building Act 1993 applies, particulars of the required insurance are: Not applicable

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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): -
- i. as contained in the attached title document;
 - ii. easements that are implied under section 12(2) of the Subdivision Act 1988;
 - iii. restrictions imposed by the Owners Corporation Act 2006 (Vic) and the Owners Corporations Regulations 2007 (Vic);
 - iv. MCP in form attached or as varied if requested by the relevant authorities;
 - v. any public rights of way and any private easement arising by use of the land by persons other than the Vendor. These may be evident from an inspection or observation from the land;
 - vi. any conditions under Planning Permit attached to Section 32;
 - vii. any restrictions in covenant; and
 - viii. any proposed planning scheme amendments which may affect the Property, as detailed in the attached planning certificate.
- (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 similar restriction affecting the land unless otherwise referred to in the attached certificates and documents. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
Vendor: CENTRE ROAD PTY LTD
Lot 353-355 Centre Road, Berwick, Victoria 3806

3.2 Road Access

There may not be direct road access to the property by road as at the day of sale but there will be road access at settlement.

3.3 Designated Bushfire Prone Area

The land is in an area that is designated as bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The Planning Scheme may incorporate overlays which control subdivision, vegetation, building heights, environmental, landscape, and heritage issues. Purchaser should check with the council before signing Section 32 Statement.

The property is sold subject to any restriction as to the use under any order, plan, scheme regulation of by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser further acknowledges that prior to the registration of the proposed Plan of Subdivision, it is possible that the zoning information or overlay information may have changed and new restriction may have been created which affects the property.

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:

If any, are contained in the attached certificates and/or statements.

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:

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):

If any, are contained in the attached certificate and any documents attached to the Vendor's Statement.

The Vendor may be progressively obtaining building approvals as construction proceeds. If the Purchaser requests, copies of any further building permits/approvals will be given to the purchaser prior to settlement.

SECTION 32 STATEMENT
Vendor: CENTRE ROAD PTY LTD
Lot 353-355 Centre Road, Berwick, Victoria 3806

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”)

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

Not applicable

8. SERVICES

Service	Status
Electricity supply	Not connected
Gas supply	Not connected
Water supply	Not connected
Sewerage	Not connected
Telephone services	Not connected

Note: Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement for Certificate of Title Volume 11117 Folio 658 and a copy of the plan of subdivision LP052810 is attached.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

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

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*. Not applicable

10.3 Further Plan of Subdivision

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

11. REPRESENTATIONS –

- 11.1 The Vendor makes no representation in relation to the condition of the property and Purchaser relies upon the Purchasers own enquiries and inspections.
- 11.2 The Vendor makes no representations that the services referred to in the Vendors statement are adequate for the Purchaser's proposed use of the property, and the Purchaser should make the appropriate enquiries of services provided
- 11.3 The Purchaser shall be responsible for the connection and/or transfer of all services to the property and shall bear all costs associated with such connection and/or transfer.

SECTION 32 STATEMENT
Vendor: CENTRE ROAD PTY LTD
Lot 353-355 Centre Road, Berwick, Victoria 3806

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

CENTRE ROAD PTY LTD

Signature/s of the Vendor

x



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)



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

Page 1 of 1

VOLUME 11117 FOLIO 658

Security no : 124102065231K
Produced 22/11/2022 02:41 PM**LAND DESCRIPTION**

Lot 13 on Plan of Subdivision 052810.
PARENT TITLE Volume 08341 Folio 267
Created by instrument AG342403U 11/02/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CENTRE ROAD PTY LTD of 448 HEIDELBERG ROAD FAIRFIELD VIC 3078
AW008942P 29/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DECLARATION Section 56 Housing Act 1958
J869301 26/03/1982

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390537M 01/07/2020

DIAGRAM LOCATION

SEE LP052810 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	WITHDRAWAL OF CAVEAT	STATUS	DATE
AW008610R (E)		Registered	29/08/2022
AW008725X (E)	CONV PCT & NOM ECT TO LC	Completed	29/08/2022
AW008942P (E)	TRANSFER	Registered	29/08/2022

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

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

Street Address: 353-355 CENTRE ROAD BERWICK VIC 3806

ADMINISTRATIVE NOTICES

NIL

eCT Control 14973C D.Y. & CO. PTY LTD
Effective from 29/08/2022

DOCUMENT END

PLAN OF SUBDIVISION

LV USE ONLY
EDITION

PS904619N

LOCATION OF LAND

PARISH: BERWICK
 TOWNSHIP:
 SECTION: 4
 CROWN ALLOTMENT: 22 (PART)
 CROWN PORTION:
 TITLE REFERENCES: VOL. 11117 FOL. 658
 LAST PLAN REFERENCES: LOT 13 ON LP52810
 POSTAL ADDRESS: 353-355 CENTRE ROAD
 (At time of subdivision) BERWICK 3806
 MGA Co-ordinates (of approx centre of land in plan) E 352870 ZONE: 55
 N 5787300 GDA2020

Council Name: Casey City Council
 SPEAR Reference Number: S198902C

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R-1 RESERVE No.1	CASEY CITY COUNCIL CASEY CITY COUNCIL

NOTATIONS

STAGING This is not a staged subdivision.

Other Purposes of this Plan

Removal of the Drainage easement E-1 from lot 13 on LP52810.

This easement is not shown on this plan.

Grounds for Removal of easement

Planning Permit No. PLA21-0522

CREATION OF RESTRICTION: SEE SHEET 5

NOTATIONS

DEPTH LIMITATION 15-24m

Survey: This plan is based on survey.

This survey has been connected to permanent marks no.(s)
in Proclaimed Survey Area no. 45

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	THIS PLAN	CASEY CITY COUNCIL



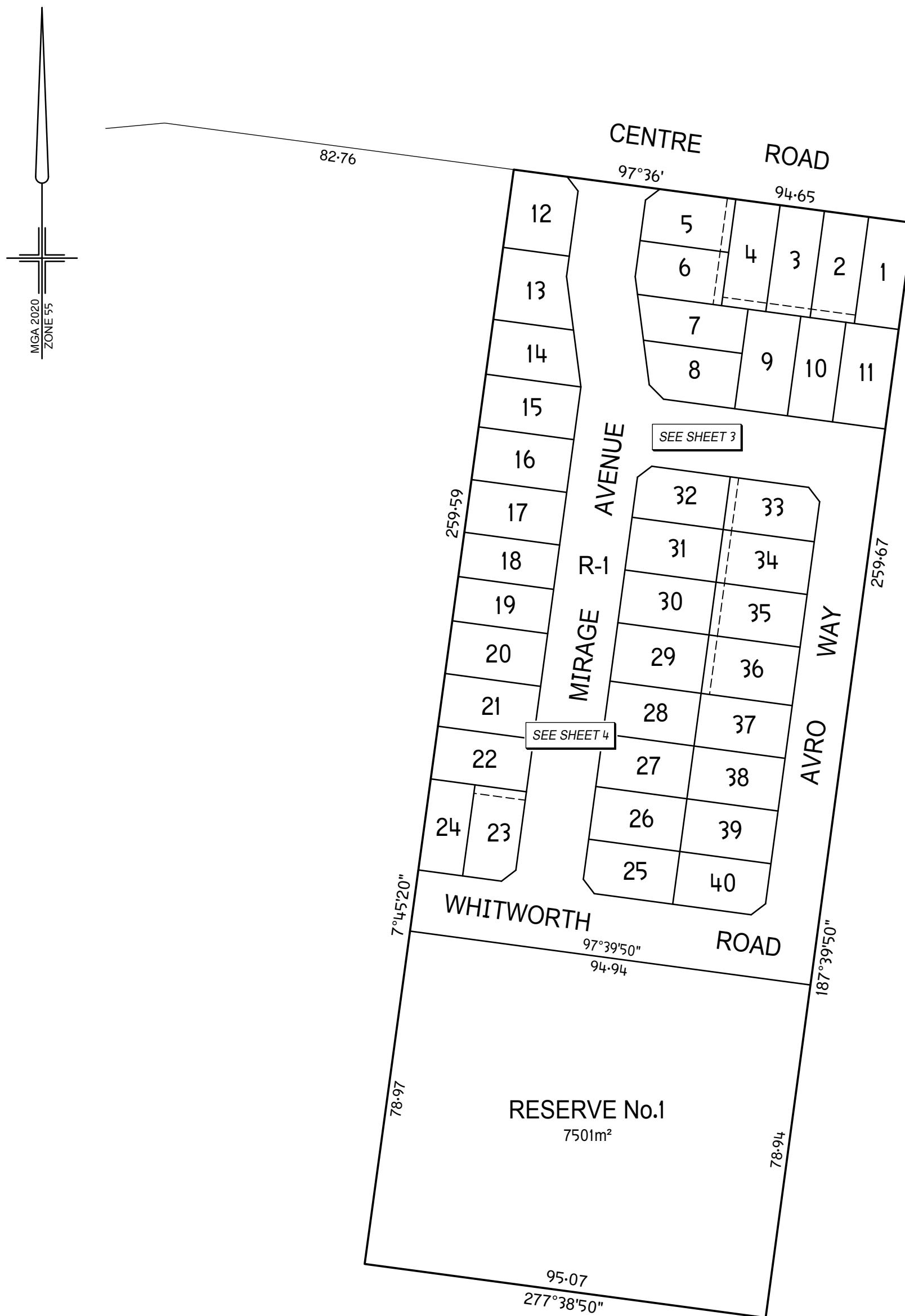
Planners Building Designers
 Surveyors Engineers
 Suite 1, Building 2
 3 Ordish Road
 Dandenong South 3175
 Telephone 03 9794 1600
 manager@klms.com.au

KLMS REF: 9174.04

ORIGINAL SHEET SIZE A3

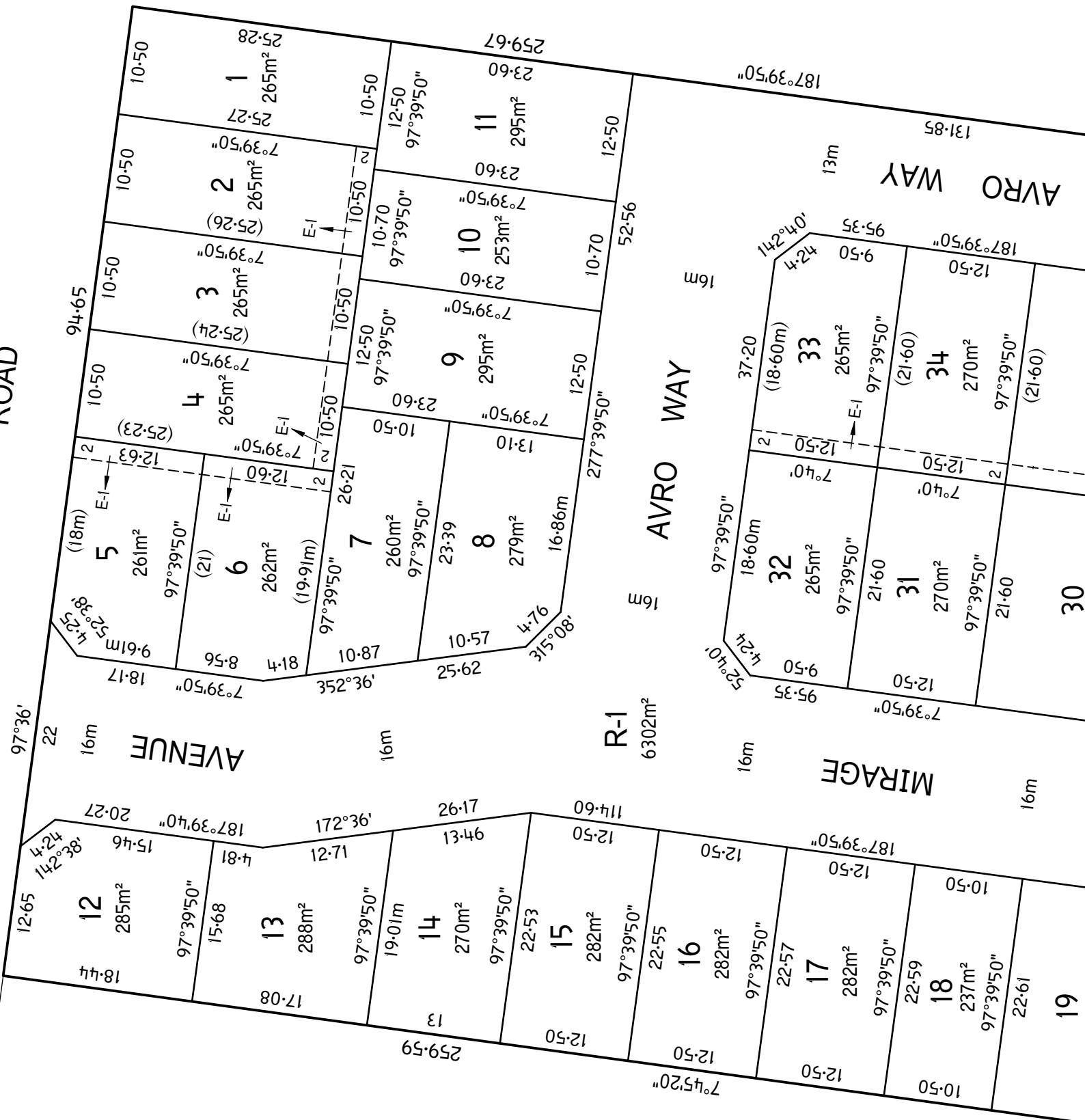
SHEET 1 OF 5 SHEETS

Digitally signed by: Geoffrey Ladner, Licensed Surveyor,
 Surveyor's Plan Version (7),
 05/12/2022, SPEAR Ref: S198902C



PS904619N

CENTRE ROAD



SEE SHEET 4

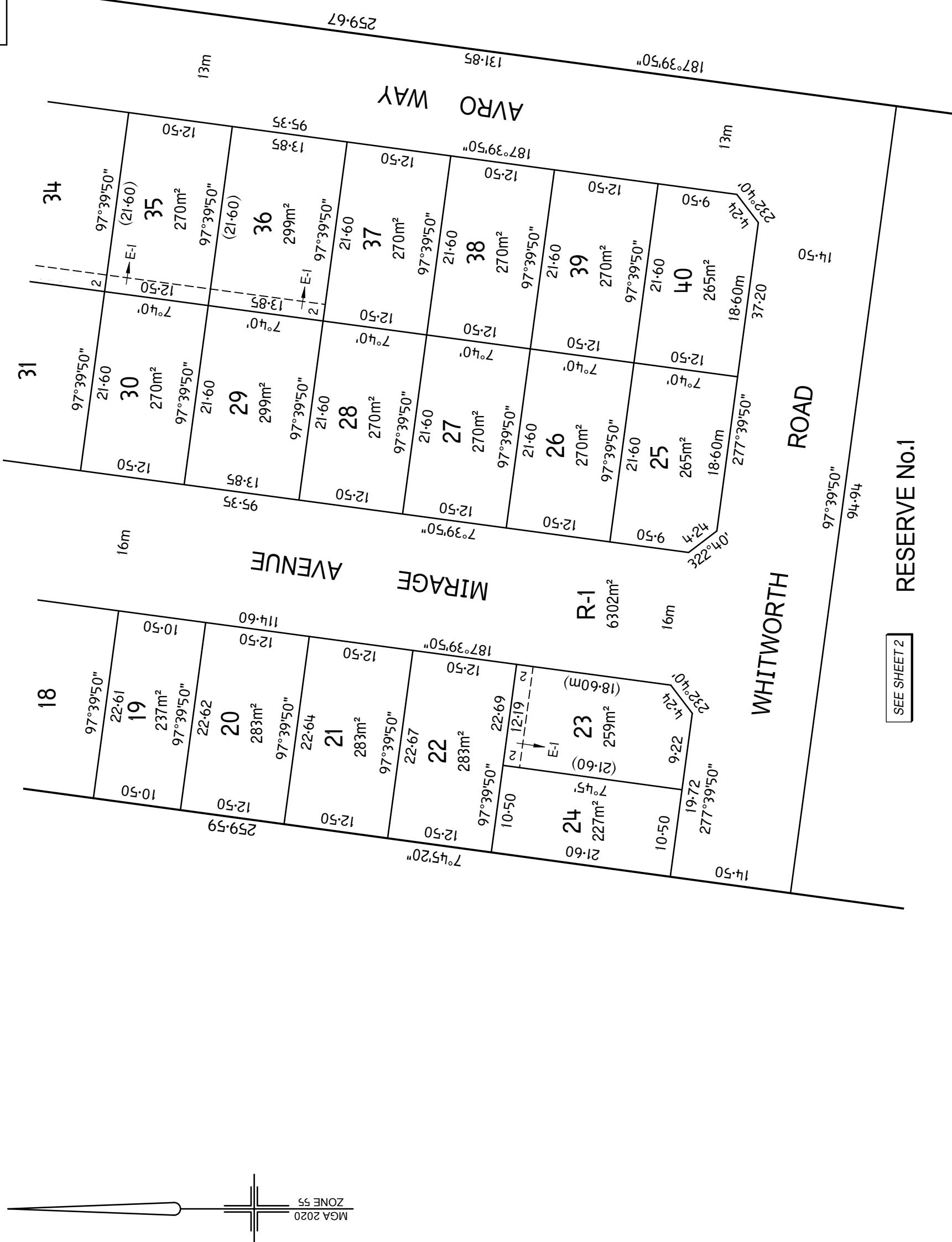
**Planners Building Designers
Surveyors Engineers**
Suite 1, Building 2
3 Ordish Road
Dandenong South 3175
Telephone 03 9794 1600
manager@kltms.com.au

KLM SPATIAL
LAND DEVELOPMENT INTELLIGENCE

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PS904619N

SEE SHEET 3



RESERVE No.1

SEE SHEET 2

KLMS REF:	SCALE 1:500	ORIGINAL SHEET LENGTHS ARE IN METRES					SHEET 4 SIZE A3
		5	0	5	10	15	
9174.04							

Digitally signed by: Geoffrey Ladner, Licensed Surveyor,
Surveyor's Plan Version (7),
05/12/2022, SPEAR Ref: S198902C

Planners Building Designers
Surveyors Engineers
Suite 1, Building 2
3 Ordish Road
Dandenong South 3175
Telephone 03 9794 1600
manager@klms.com.au

PS904619N

CREATION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

BURDENED LAND: LOTS 1 - 40 (BOTH INCLUSIVE)

BENEFITED LAND: LOTS 1 - 40 (BOTH INCLUSIVE)

RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE BURDENED LAND SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AAXXX.

THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE BURDENED LAND SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE 'SMALL LOT HOUSING CODE (TYPE B)' UNLESS IN ACCORDANCE WITH A PLANNING PERMIT GRANTED BY THE RESPONSIBLE AUTHORITY TO CONSTRUCT A DWELLING ON THE LOT.

EXPIRY DATE : 31 DECEMBER 2032.



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Number of Pages (excluding this cover sheet)	2
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PLAN OF SUBDIVISION OF
CROWN ALLOTMENT 22 SECTION 4
PARISH OF BERWICK
COUNTY OF MORNINGTON

VOL.6313 FOL.479

Measurements are in Links

Conversion Factors

LINKS X 0.201168 = METRES

DEPTH LIMITATION: 50 FEET

APPURTEANCES

The land coloured green-hatched is on
appurtenant easement
See condition n^o 26 16971 F.051

NOTATIONS

Road widths are not to scale.

COLOUR CONVERSION

E-1 & E-3 = BLUE

E-3 = BLUE
E-4 = GREEN

A-1 = GREEN HATCHED

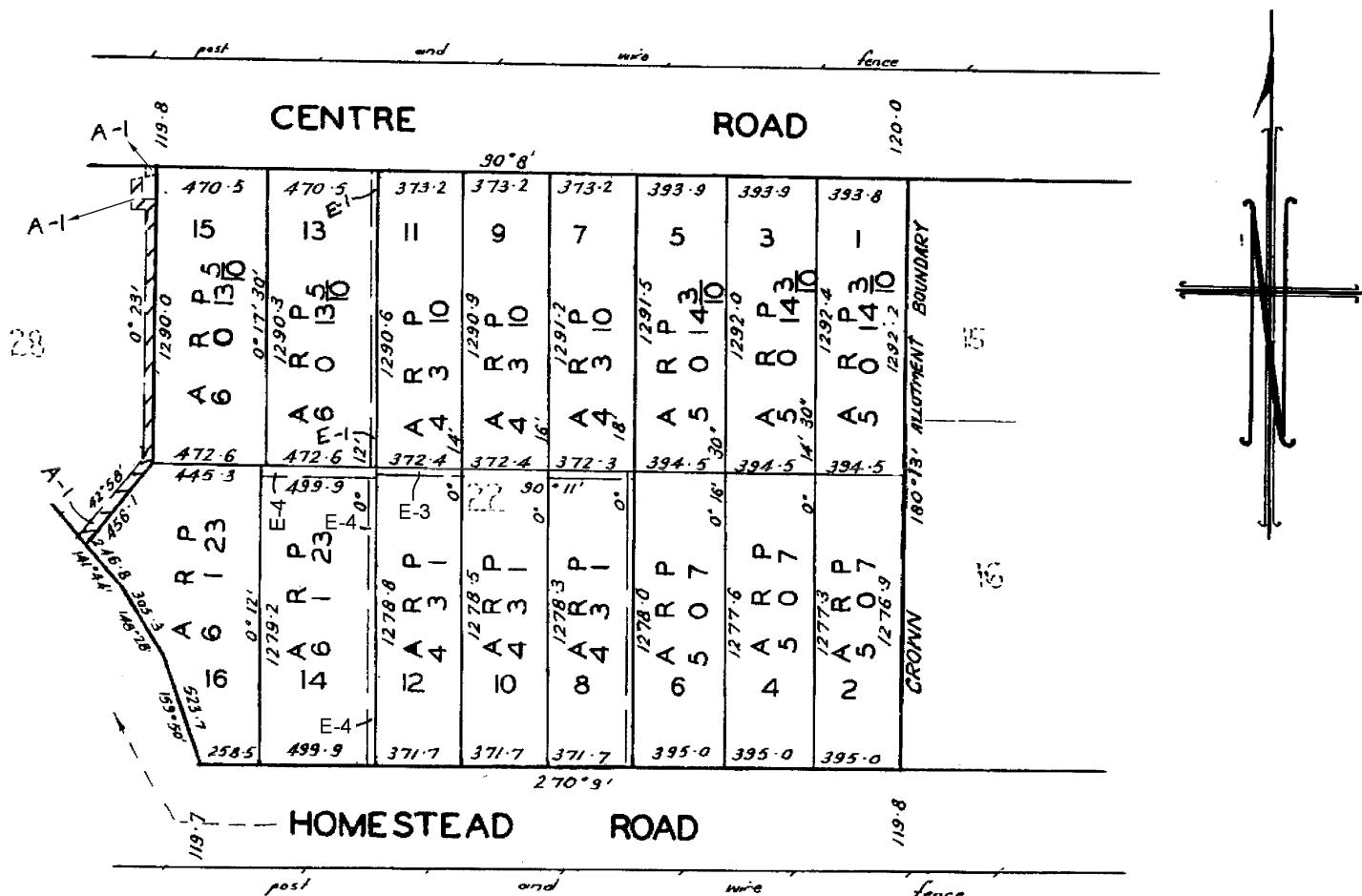
APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND IS 20 LINKS WIDE

THE LAND COLOURED GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND IS 30 LINKS WIDE

ENCUMBRANCES

AS TO THE LAND MARKED E-3 & E-4
ANY EASEMENTS AFFECTING THE
SAME



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP052810

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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Application to record an instrument

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

Lodged by

Name: *Warrick McGrath*

Address: *6 Nicholson St, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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

Privacy Collection Statement

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

AT390537M

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*John Briley, Secretary, Department of Environment, Land, Water and Planning
6 Nicholson St, East Melbourne 3002*

Signing:

Executed on behalf of

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF OBLIGATION DATED 11 July 2020*

Warrick McGrath

Execution Date *11 July 2020*

Full Name of Witness

Annie Williamson

Witness Signature

Annie Williamson

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

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| 10075/480 | 11275/156 | 11847/720 | 11988/918 | 12098/040 | 12172/639 | 12196/608 |
| 10090/360 | 11277/692 | 11848/034 | 11988/919 | 12099/050 | 12172/642 | 12196/610 |
| 10098/928 | 11277/735 | 11848/039 | 11988/928 | 12099/064 | 12174/449 | 12196/619 |
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| 10287/865 | 11284/849 | 11853/726 | 12051/986 | 12099/104 | 12177/522 | 12197/298 |
| 10323/334 | 11290/027 | 11853/797 | 12051/988 | 12099/107 | 12178/525 | 12197/304 |
| 10355/953 | 11300/345 | 11853/803 | 12051/990 | 12099/109 | 12178/542 | 12197/474 |
| 10387/971 | 11300/365 | 11854/941 | 12052/006 | 12099/311 | 12178/556 | 12197/489 |
| 10469/542 | 11311/660 | 11854/943 | 12052/015 | 12099/944 | 12178/571 | 12197/499 |
| 10479/199 | 11313/889 | 11854/957 | 12052/399 | 12101/085 | 12178/577 | 12197/509 |
| 10507/867 | 11314/166 | 11856/565 | 12052/425 | 12101/109 | 12178/593 | 12197/515 |
| 10531/043 | 11314/680 | 11856/590 | 12068/136 | 12102/355 | 12178/618 | 12197/736 |
| 10532/206 | 11315/181 | 11856/940 | 12072/469 | 12104/334 | 12178/630 | 12197/761 |
| 10548/731 | 11322/297 | 11857/033 | 12072/485 | 12104/347 | 12178/635 | 12197/849 |
| 10566/433 | 11322/301 | 11857/579 | 12072/491 | 12104/352 | 12178/637 | 12197/857 |
| 10574/129 | 11322/308 | 11857/584 | 12072/496 | 12104/356 | 12178/664 | 12197/866 |
| 10610/085 | 11330/686 | 11857/599 | 12072/497 | 12104/357 | 12178/669 | 12197/889 |
| 10611/319 | 11331/046 | 11858/571 | 12072/522 | 12104/377 | 12178/672 | 12197/894 |
| 10613/812 | 11333/894 | 11860/178 | 12072/525 | 12104/378 | 12178/673 | 12201/289 |
| 10616/825 | 11335/807 | 11860/192 | 12072/531 | 12104/387 | 12179/745 | 12201/301 |
| 10631/395 | 11336/020 | 11860/200 | 12072/545 | 12104/388 | 12179/746 | 12201/305 |
| 10641/531 | 11342/012 | 11860/590 | 12072/546 | 12104/419 | 12179/750 | 12201/313 |
| 10642/635 | 11343/039 | 11860/601 | 12072/566 | 12104/430 | 12179/756 | 12201/320 |
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| 10696/053 | 11399/517 | 11866/766 | 12072/604 | 12140/068 | 12179/771 | 12201/330 |
| 10706/742 | 11437/729 | 11869/443 | 12072/606 | 12140/074 | 12179/775 | 12201/331 |
| 10706/744 | 11437/734 | 11869/935 | 12072/615 | 12140/075 | 12179/778 | 12201/333 |
| 10706/763 | 11437/736 | 11870/519 | 12072/618 | 12140/079 | 12180/310 | 12202/326 |
| 10707/231 | 11456/778 | 11870/699 | 12072/630 | 12140/081 | 12180/314 | 12202/334 |
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| 10737/775 | 11493/218 | 11874/419 | 12072/658 | 12146/753 | 12180/371 | 12202/378 |
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| 10871/214 | 11535/558 | 11885/558 | 12073/091 | 12148/125 | 12180/440 | 12205/344 |
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| 10907/437 | 11545/994 | 11889/971 | 12080/778 | 12149/945 | 12181/719 | 12205/649 |
| 10928/163 | 11546/544 | 11890/116 | 12080/781 | 12152/464 | 12181/721 | 12206/106 |
| 10928/427 | 11546/563 | 11890/128 | 12080/797 | 12152/580 | 12181/728 | 12206/112 |
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| 10931/308 | 11546/569 | 11890/143 | 12080/813 | 12152/591 | 12181/735 | 12206/132 |
| 10934/881 | 11546/619 | 11890/149 | 12081/113 | 12152/595 | 12182/289 | 12206/142 |
| 10946/876 | 11546/642 | 11890/156 | 12081/119 | 12152/600 | 12182/299 | 12206/143 |
| 10952/227 | 11549/729 | 11890/664 | 12082/391 | 12153/405 | 12182/306 | 12206/561 |
| 10961/159 | 11555/988 | 11899/070 | 12082/392 | 12153/406 | 12182/309 | 12206/587 |
| 10961/166 | 11560/367 | 11903/780 | 12082/527 | 12153/407 | 12182/310 | 12206/598 |
| 10964/043 | 11560/800 | 11903/784 | 12082/795 | 12153/413 | 12182/313 | 12206/627 |
| 10988/017 | 11572/769 | 11903/785 | 12083/957 | 12153/416 | 12182/314 | 12206/638 |
| 10988/036 | 11575/583 | 11903/799 | 12083/960 | 12153/417 | 12182/316 | 12206/926 |
| 10994/271 | 11595/863 | 11907/695 | 12083/967 | 12153/421 | 12182/328 | 12206/950 |
| 10995/819 | 11604/815 | 11908/514 | 12083/968 | 12154/056 | 12182/343 | 12206/952 |
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| 10996/773 | 11608/512 | 11910/761 | 12085/081 | 12154/066 | 12182/367 | 12207/237 |
| 11009/587 | 11608/517 | 11917/675 | 12085/544 | 12154/072 | 12182/447 | 12207/238 |
| 11009/589 | 11608/518 | 11917/683 | 12085/562 | 12156/064 | 12182/450 | 12207/261 |
| 11016/442 | 11608/579 | 11917/692 | 12085/563 | 12156/067 | 12182/458 | 12207/869 |
| 11018/835 | 11608/582 | 11917/724 | 12085/565 | 12156/186 | 12182/459 | 12208/335 |
| 11018/842 | 11608/602 | 11920/040 | 12085/567 | 12156/292 | 12182/472 | 12208/341 |
| 11029/145 | 11610/103 | 11920/041 | 12086/341 | 12156/308 | 12182/473 | 12208/349 |
| 11041/824 | 11610/106 | 11920/042 | 12086/360 | 12156/913 | 12182/617 | 12208/353 |
| 11050/106 | 11616/697 | 11920/044 | 12086/950 | 12161/590 | 12182/626 | 12208/358 |
| 11054/755 | 11628/063 | 11920/045 | 12086/953 | 12161/598 | 12183/289 | 12208/364 |
| 11054/783 | 11628/080 | 11920/054 | 12086/965 | 12161/608 | 12183/294 | 12208/376 |
| 11061/464 | 11628/090 | 11920/056 | 12086/966 | 12161/611 | 12183/703 | 12208/377 |
| 11062/869 | 11628/098 | 11920/284 | 12087/854 | 12161/612 | 12183/707 | 12208/379 |
| 11064/065 | 11628/101 | 11922/675 | 12087/884 | 12162/917 | 12183/717 | 12208/625 |
| 11064/069 | 11628/780 | 11922/690 | 12087/891 | 12162/919 | 12183/729 | 12212/075 |
| 11064/071 | 11632/133 | 11922/959 | 12087/897 | 12163/087 | 12183/733 | 12212/079 |
| 11068/023 | 11632/145 | 11923/231 | 12087/906 | 12163/089 | 12183/737 | 12212/088 |

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|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 11072/354 | 11632/351 | 11924/798 | 12087/915 | 12163/090 | 12183/739 | 12212/097 |
| 11075/463 | 11632/352 | 11924/944 | 12087/923 | 12163/096 | 12183/778 | 12212/099 |
| 11075/962 | 11641/261 | 11924/960 | 12087/934 | 12163/098 | 12183/786 | 12212/101 |
| 11080/865 | 11643/341 | 11926/182 | 12088/283 | 12163/119 | 12183/795 | 12212/103 |
| 11080/866 | 11643/803 | 11926/657 | 12088/291 | 12163/274 | 12183/799 | 12212/120 |
| 11081/389 | 11646/539 | 11928/864 | 12088/305 | 12163/287 | 12185/643 | 12212/138 |
| 11084/970 | 11649/707 | 11929/574 | 12088/306 | 12163/315 | 12185/649 | 12212/142 |
| 11085/151 | 11649/722 | 11932/356 | 12088/308 | 12163/318 | 12185/654 | 12213/080 |
| 11096/602 | 11650/529 | 11932/373 | 12088/652 | 12163/345 | 12185/659 | 12213/096 |
| 11100/894 | 11653/717 | 11934/438 | 12088/654 | 12163/356 | 12185/668 | 12213/105 |
| 11100/899 | 11653/722 | 11934/477 | 12088/662 | 12164/071 | 12185/680 | 12216/717 |
| 11100/911 | 11660/774 | 11936/755 | 12088/663 | 12164/095 | 12187/788 | 12216/751 |
| 11100/912 | 11679/695 | 11937/342 | 12088/675 | 12164/513 | 12187/791 | 12218/189 |
| 11109/679 | 11679/697 | 11937/377 | 12088/678 | 12164/525 | 12187/813 | 12218/473 |
| 11114/379 | 11690/440 | 11937/394 | 12088/719 | 12164/526 | 12187/892 | 12219/222 |
| 11114/385 | 11690/505 | 11939/049 | 12088/722 | 12164/527 | 12187/893 | 12219/223 |
| 11117/658 | 11690/514 | 11939/068 | 12088/726 | 12165/797 | 12187/897 | 12219/225 |
| 11121/449 | 11690/530 | 11939/071 | 12088/727 | 12165/803 | 12187/899 | 12219/571 |
| 11156/985 | 11690/766 | 11944/144 | 12088/777 | 12168/139 | 12187/905 | 12219/574 |
| 11161/350 | 11690/778 | 11945/526 | 12088/804 | 12168/144 | 12187/918 | 12219/575 |
| 11161/352 | 11694/816 | 11945/565 | 12088/835 | 12168/149 | 12188/870 | 12219/580 |
| 11161/382 | 11717/083 | 11945/582 | 12088/852 | 12168/156 | 12188/914 | 12219/668 |
| 11165/285 | 11730/471 | 11945/583 | 12089/353 | 12168/171 | 12191/170 | 12220/968 |
| 11180/538 | 11730/531 | 11945/698 | 12089/355 | 12168/197 | 12191/184 | 12221/363 |
| 11190/398 | 11730/562 | 11945/710 | 12089/357 | 12168/201 | 12191/901 | 12221/375 |
| 11194/946 | 11730/587 | 11949/228 | 12089/372 | 12168/967 | 12192/081 | 12221/378 |
| 11198/858 | 11730/593 | 11949/267 | 12089/375 | 12169/287 | 12192/085 | 12221/380 |
| 11198/866 | 11730/619 | 11949/279 | 12089/380 | 12170/407 | 12192/089 | 12221/398 |
| 11201/257 | 11730/625 | 11949/289 | 12090/441 | 12170/860 | 12192/769 | 12221/399 |
| 11202/517 | 11730/651 | 11949/749 | 12090/443 | 12170/880 | 12192/977 | 12221/405 |
| 11206/675 | 11730/653 | 11950/225 | 12090/451 | 12170/893 | 12195/797 | 12221/417 |
| 11210/858 | 11730/678 | 11954/953 | 12090/458 | 12170/894 | 12195/799 | 12221/420 |
| 11211/103 | 11770/851 | 11956/411 | 12090/467 | 12170/897 | 12195/804 | 12221/443 |
| 11211/109 | 11773/367 | 11959/829 | 12090/598 | 12170/901 | 12195/813 | 12221/457 |
| 11222/374 | 11773/376 | 11961/263 | 12090/605 | 12170/904 | 12195/821 | 12221/462 |
| 11222/378 | 11777/021 | 11961/265 | 12092/441 | 12170/975 | 12195/833 | 12221/464 |
| 11226/377 | 11777/024 | 11961/503 | 12092/453 | 12171/002 | 12195/835 | 12221/470 |
| 11228/942 | 11777/107 | 11962/608 | 12092/465 | 12171/630 | 12195/837 | 12221/471 |
| 11229/769 | 11782/741 | 11967/441 | 12092/469 | 12171/654 | 12195/840 | 12221/477 |
| 11233/581 | 11791/583 | 11967/725 | 12092/475 | 12171/661 | 12195/843 | 12221/481 |
| 11239/318 | 11798/929 | 11967/748 | 12093/270 | 12171/663 | 12195/844 | 12221/489 |
| 11239/331 | 11798/939 | 11968/856 | 12093/547 | 12171/666 | 12196/159 | 12221/491 |
| 11239/334 | 11798/947 | 11970/518 | 12093/891 | 12171/667 | 12196/162 | 12221/502 |
| 11239/341 | 11798/951 | 11970/531 | 12093/919 | 12171/671 | 12196/166 | 12221/503 |
| 11240/424 | 11813/443 | 11970/537 | 12093/948 | 12171/677 | 12196/177 | 12221/910 |

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| Vol/fol |
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| 11240/966 | 11819/158 | 11970/655 | 12093/951 | 12172/385 | 12196/180 | 12221/928 |
| 11243/812 | 11820/040 | 11972/166 | 12095/382 | 12172/469 | 12196/182 | 12221/931 |
| 11243/816 | 11827/934 | 11972/957 | 12095/390 | 12172/472 | 12196/292 | 12221/944 |
| 11244/141 | 11827/957 | 11974/704 | 12095/394 | 12172/485 | 12196/302 | 12221/948 |
| 11249/655 | 11832/398 | 11977/006 | 12095/397 | 12172/591 | 12196/315 | 12221/956 |
| 11258/929 | 11837/388 | 11978/970 | 12095/410 | 12172/594 | 12196/320 | 12221/958 |
| 11262/900 | 11837/416 | 11979/168 | 12096/190 | 12172/618 | 12196/324 | 12224/121 |
| 11268/811 | 11841/340 | 11979/171 | 12097/850 | 12172/620 | 12196/330 | |



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Document Identification	J869301
Number of Pages (excluding this cover sheet)	2
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\$30

J869301

H.S. Form No. 3

HOUSING COMMISSION

VICTORIA

***** 30.00 B RT T

09-23 890396 MAR26-82

J869301

RECD

VICTORIA

DECLARATION of the HOUSING COMMISSION pursuant to Section 56

The Housing Commission after making due enquiries and obtaining all necessary reports is satisfied that the house situate at and known as

353-355 CENTRE ROAD

XXXXXX Street

BERWICK

Locality

does not comply with the regulations made under Section 56 of the *Housing Act* 1958 and the Housing Commission hereby declares such house to be UNFIT FOR HUMAN HABITATION.



DJ869301-1-5

Dated the

12TH

day of

MARCH

19 82

TITLE DESCRIPTION	
Vol. 8341	Fol. 267
Lot 13 P.S. 52810	
Forwarded to Registrar	
26 MAR 1982	

The common seal of HOUSING
COMMISSION was hereto affixed in the
presence of

J. CULLEN

A.A. GEBERT

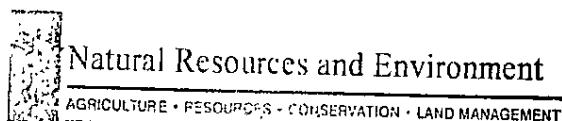
General Manager,

Finance & Administration

A memorandum of the within instrument
has been entered in the Register Book.
 OFFICE OF TITLES
B.D.D.
VICTORIA

EXED

187 862008 32



INTERNSIONALLY

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

890435

APPLICANT'S NAME & ADDRESS

D Y & CO LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

CENTRE ROAD PTY LTD

PURCHASER

N/A, N/A

REFERENCE

354115

This certificate is issued for:

LOT 13 PLAN LP52810 ALSO KNOWN AS 353 - 355 CENTRE ROAD BERWICK
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 9
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 18
- and a LAND SUBJECT TO INUNDATION OVERLAY

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

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

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

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

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

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

22 November 2022

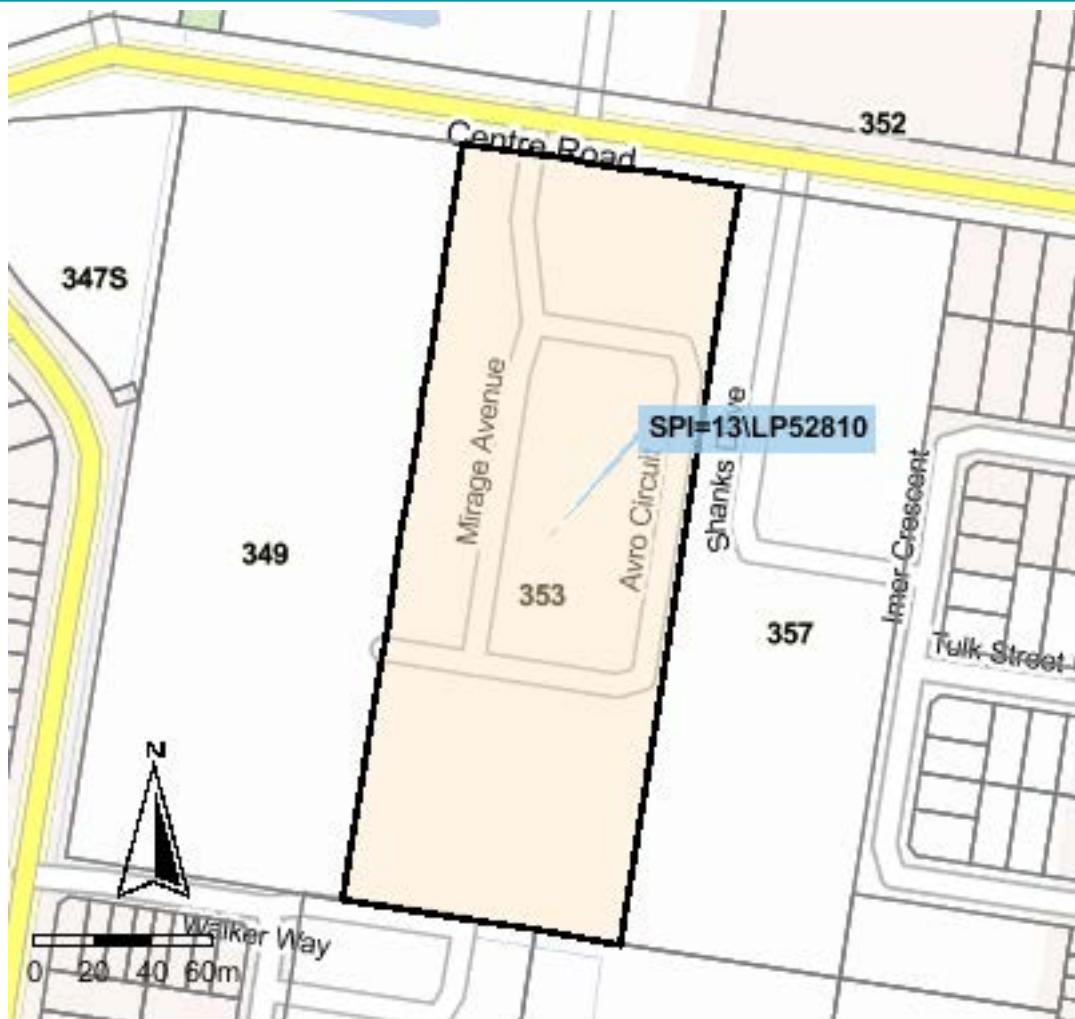
Ms. Lizzie Blandthorn MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 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.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 22 November 2022 03:04 PM

PROPERTY DETAILS

Address:	353-355 CENTRE ROAD BERWICK 3806
Lot and Plan Number:	Lot 13 LP52810
Standard Parcel Identifier (SPI):	13\LP52810
Local Government Area (Council):	CASEY
Council Property Number:	18453
Directory Reference:	Melway 110 J12

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 24629 sq. m (2.46 ha)

Perimeter: 709 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

4 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council:	SOUTH-EASTERN METROPOLITAN
Legislative Assembly:	BERWICK

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

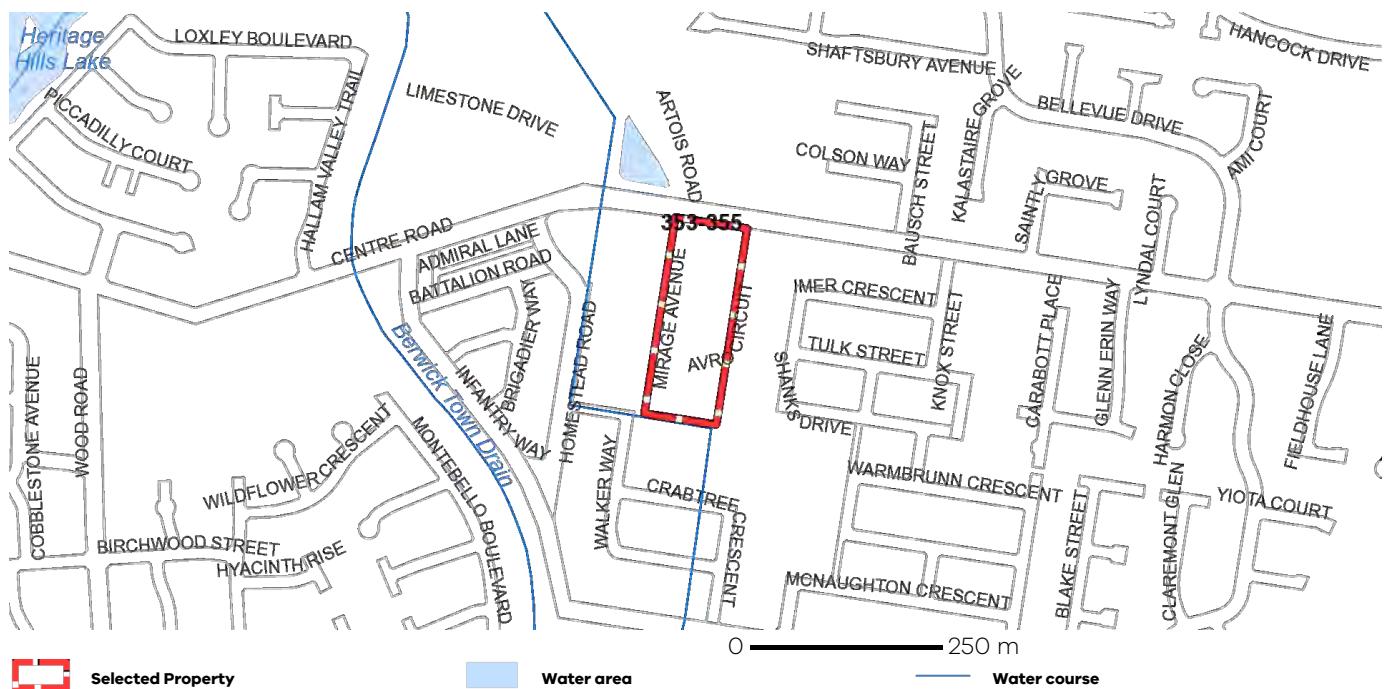
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 22 November 2022 03:04 PM

PROPERTY DETAILS

Address:	353-355 CENTRE ROAD BERWICK 3806
Lot and Plan Number:	Lot 13 LP52810
Standard Parcel Identifier (SPI):	13\LP52810
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Council Property Number:	18453
Planning Scheme:	Casey
Directory Reference:	Melway 110 J12

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:	SOUTH-EASTERN METROPOLITAN
Legislative Assembly:	BERWICK

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 9 \(UGZ9\)](#)



GRZ - General Residential	LDRZ - Low Density Residential	PPRZ - Public Park and Recreation
PUZ1 - Public Use-Service and Utility	PUZ6 - Public Use-Local Government	UFZ - Urban Floodway
UGZ - Urban Growth	Water area	Water course

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

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PLANNING PROPERTY REPORT

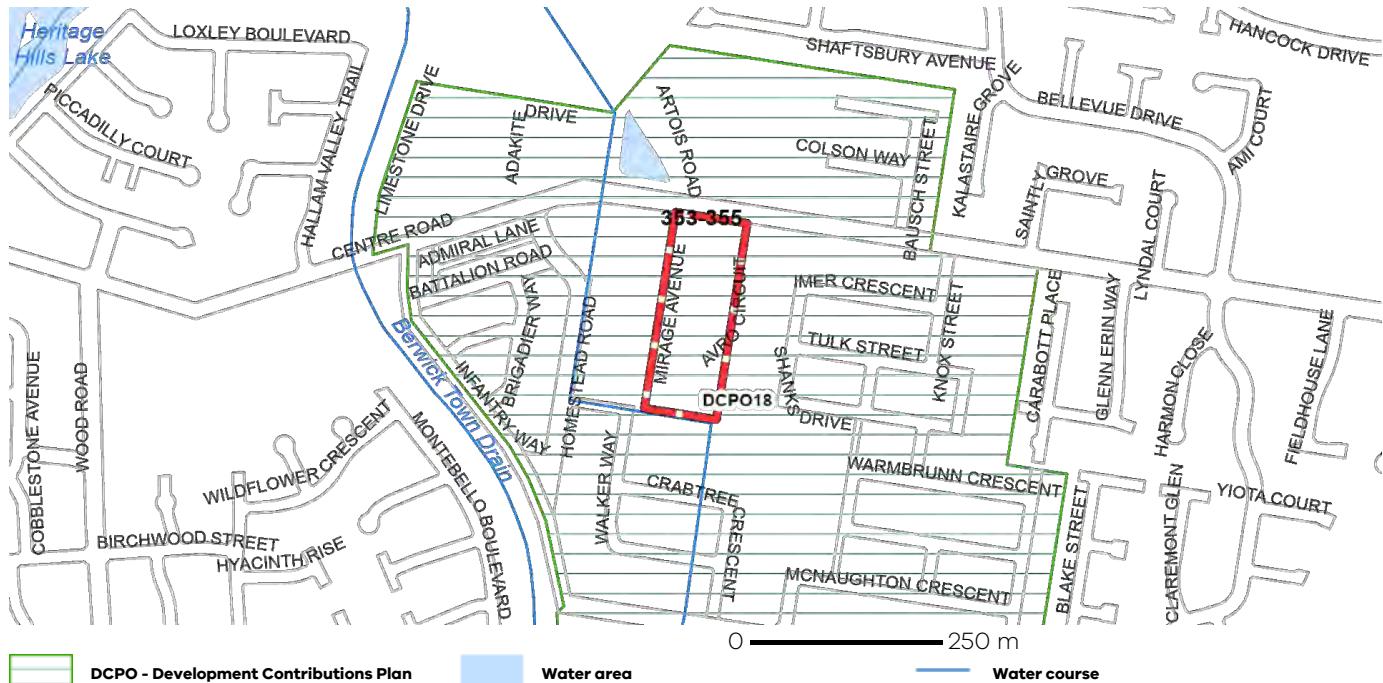


Environment,
Land, Water
and Planning

Planning Overlays

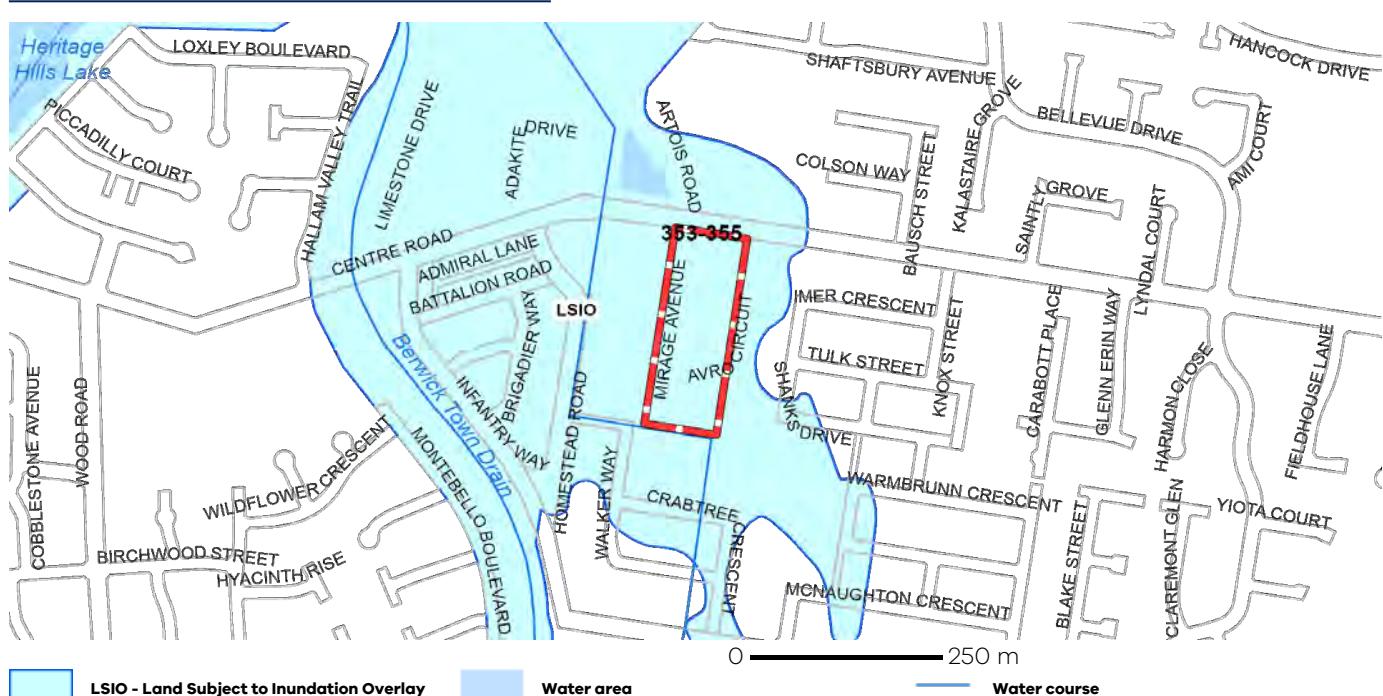
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 18 (DCPO18)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

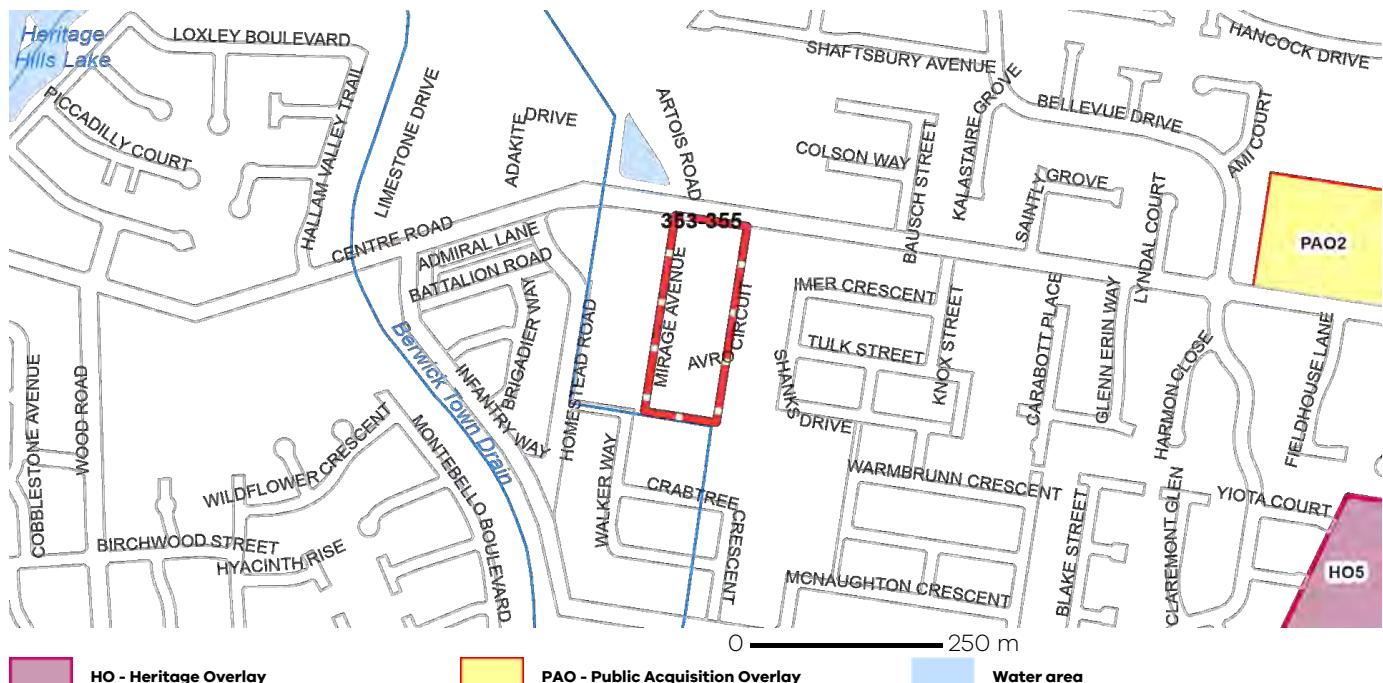
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)

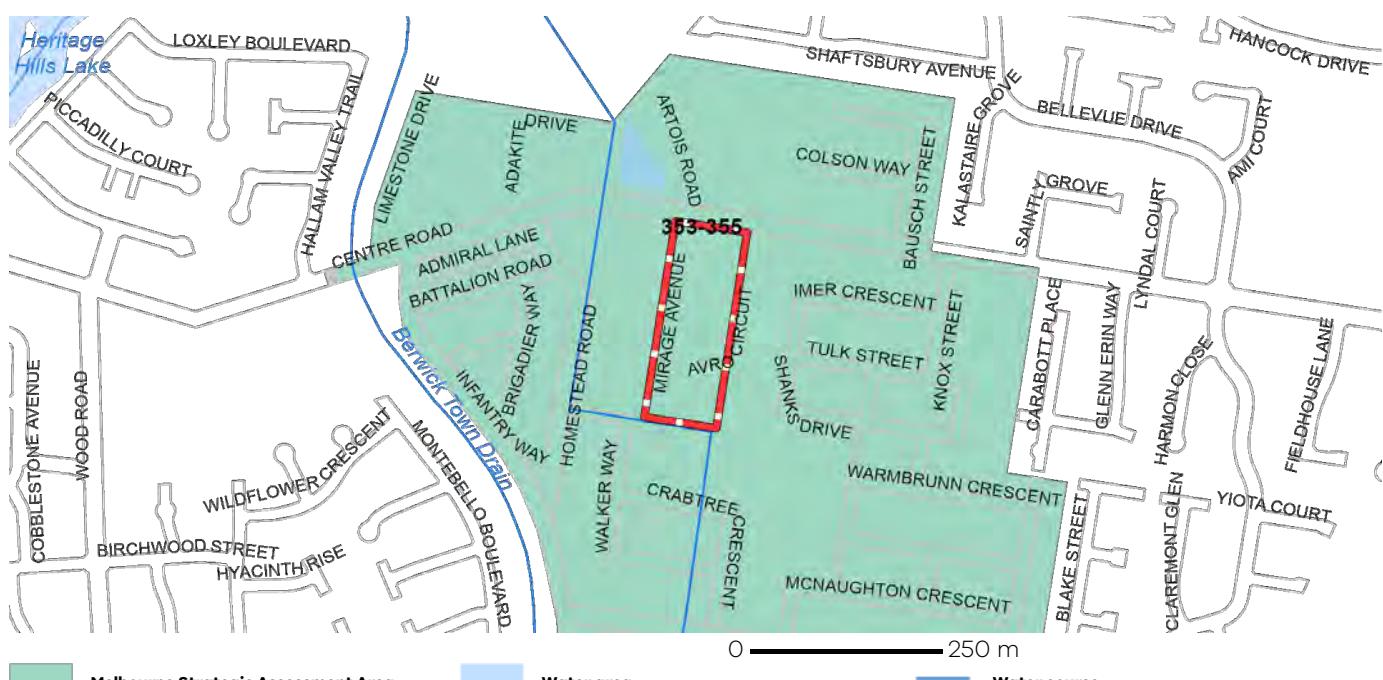


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.

Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



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Further Planning Information

Planning scheme data last updated on 17 November 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may 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>

PLANNING PROPERTY REPORT



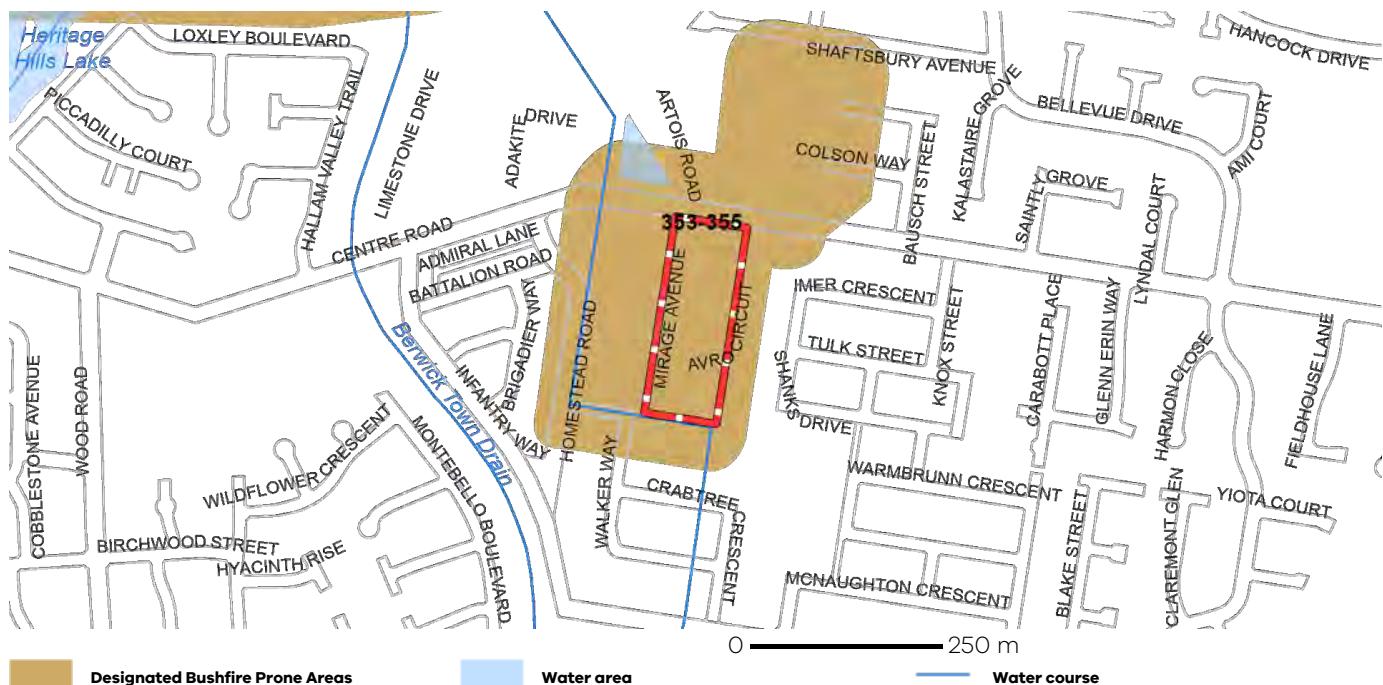
Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 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>.

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Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service CentresNarre Warren
Bunjil Place, Patrick Northeast DriveCranbourne
Cranbourne Park Shopping Centre

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C042762
 Your Reference: 354115

Issue Date: 22 November 2022

Landata - Rates Web Certificates
 C/- Victorian Land Registry Services Pty Ltd
 L 13 697 Collins St
 DOCKLANDS VIC 3008

Property Number:	18453
Property Address:	353-355 Centre Road BERWICK VIC 3806
Property Description:	Lot 13 LP 52810
Land Area:	24610 sqm

Valuation Date	1/07/2022	Effective Date	1/07/2022
Site Value	\$7,100,000		
Capital Improved Value	\$7,100,000		
Net Annual Value	\$355,000		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2023

Rate Category		
Current Year's General Rates	15,362.10	
Current Year's Fire Service Levy	493.30	
Current Rates Year's Charges - SUB TOTAL		15,855.40
Payments received	-15,855.40	
Current Rates Year Adjust\Payments - SUB TOTAL		-15,855.40
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$0.00

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 15/02/2023.

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**
Bunjil Place, Patrick Northeast Drive**Cranbourne**
Cranbourne Park Shopping Centre

PLEASE NOTE: Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

PLEASE NOTE: If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C042762**.

**Trevor Riches**

Team Leader Rates and Valuations

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

This property has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Electronic Payments

Biller Code: **8995**
Ref: 00184535

Telephone & Internet Banking - BPAY®

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

More info: www.bpay.com.au

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / D Y & CO LAWYERS

Your Reference: 22/3927/MZ/MZ

Certificate No: 58786513

Issue Date: 12 JAN 2023

Enquiries: ESYS PROD

Land Address: 353 -355 CENTRE ROAD BERWICK VIC 3806

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1849920	13	52810	11117	658	\$132,525.00

Vendor: CENTRE ROAD PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CENTRE ROAD UNIT TRUST	2023	\$7,100,000	\$132,525.00	\$0.00	\$132,525.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$7,100,000
SITE VALUE:	\$7,100,000
AMOUNT PAYABLE:	\$132,525.00

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

Certificate No: 58786513

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$132,525.00

Taxable Value = \$7,100,000

Calculated as \$27,975 plus (\$7,100,000 - \$3,000,000) multiplied by 2.550 cents.

Information for the purchaser

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

Property Clearance Certificate - Payment Options

BPAY



Biller Code: 5249
Ref: 58786513

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: 58786513

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

D Y & Co Lawyers C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 13 353 CENTRE ROAD NARRE
WARREN SOUTH 3805
13 LP 52810

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54I//15498/28	LANDATA CER 67044022-027-8	23 NOVEMBER 2022	42937380

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/10/2022 to 31/12/2022	\$27.42

(b) By South East Water

Water Service Charge	01/10/2022 to 31/12/2022	\$20.93
Subtotal Service Charges		\$129.95
Payments		\$81.60
TOTAL UNPAID BALANCE		\$48.35

- The meter at the property was last read on 28/10/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



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

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

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

AUTHORISED OFFICER:



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

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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.

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:



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

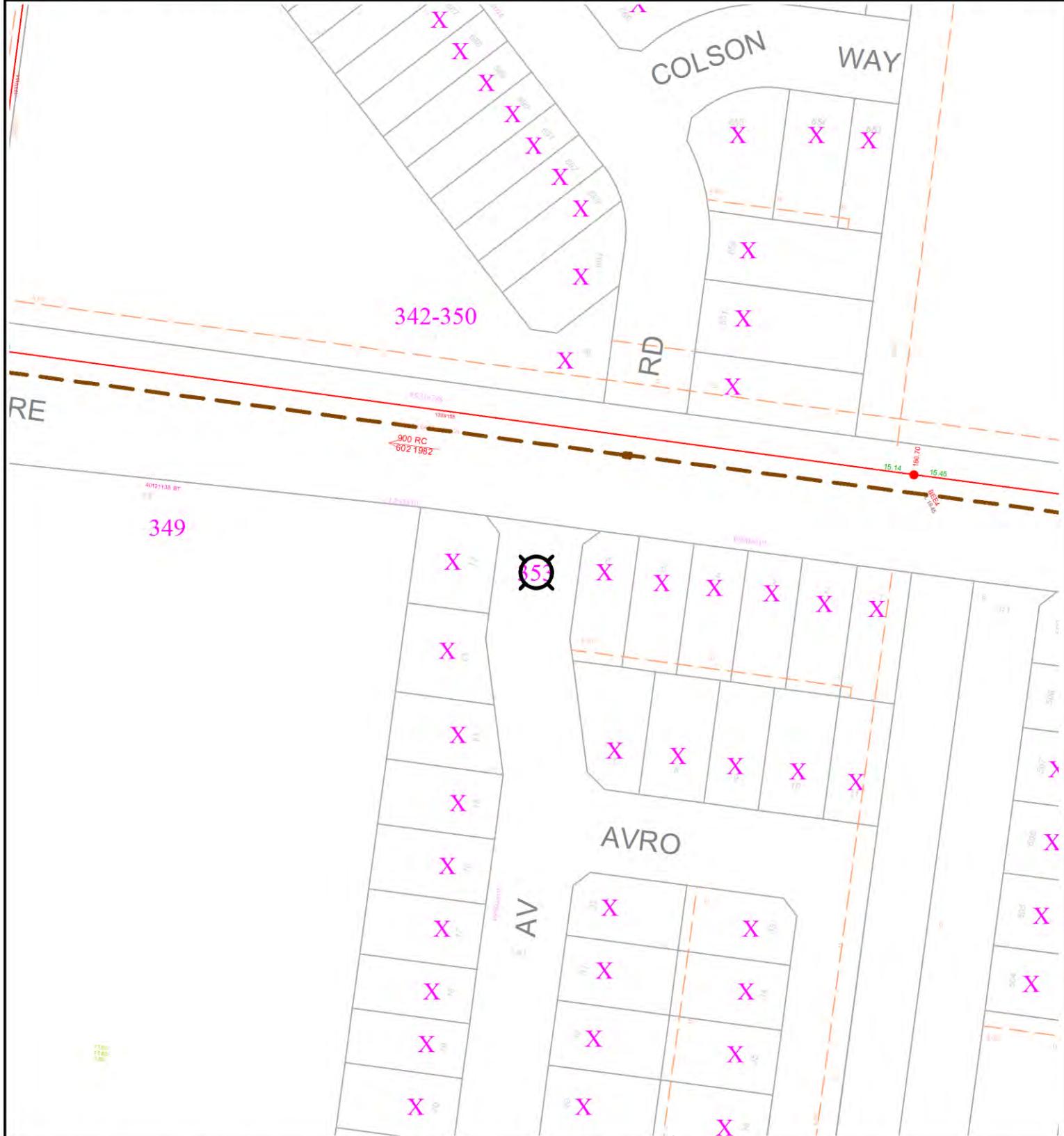
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT



20 0 20 40
Scale in Metres

Case Number: 42937380

Date: 23NOVEMBER2022



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

— Title/Road Boundary		Subject Property	● Maintenance Hole
----- Proposed Title/Road		Sewer Main & Property Connections	□ Inspection Shaft
- - - Easement		Direction of Flow	<1.0> Offset from Boundary
Melbourne Water Assets			
----- Sewer Main		Underground Drain	----- Natural Waterway
● Maintenance Hole		Channel Drain	□ Underground Drain M.H.

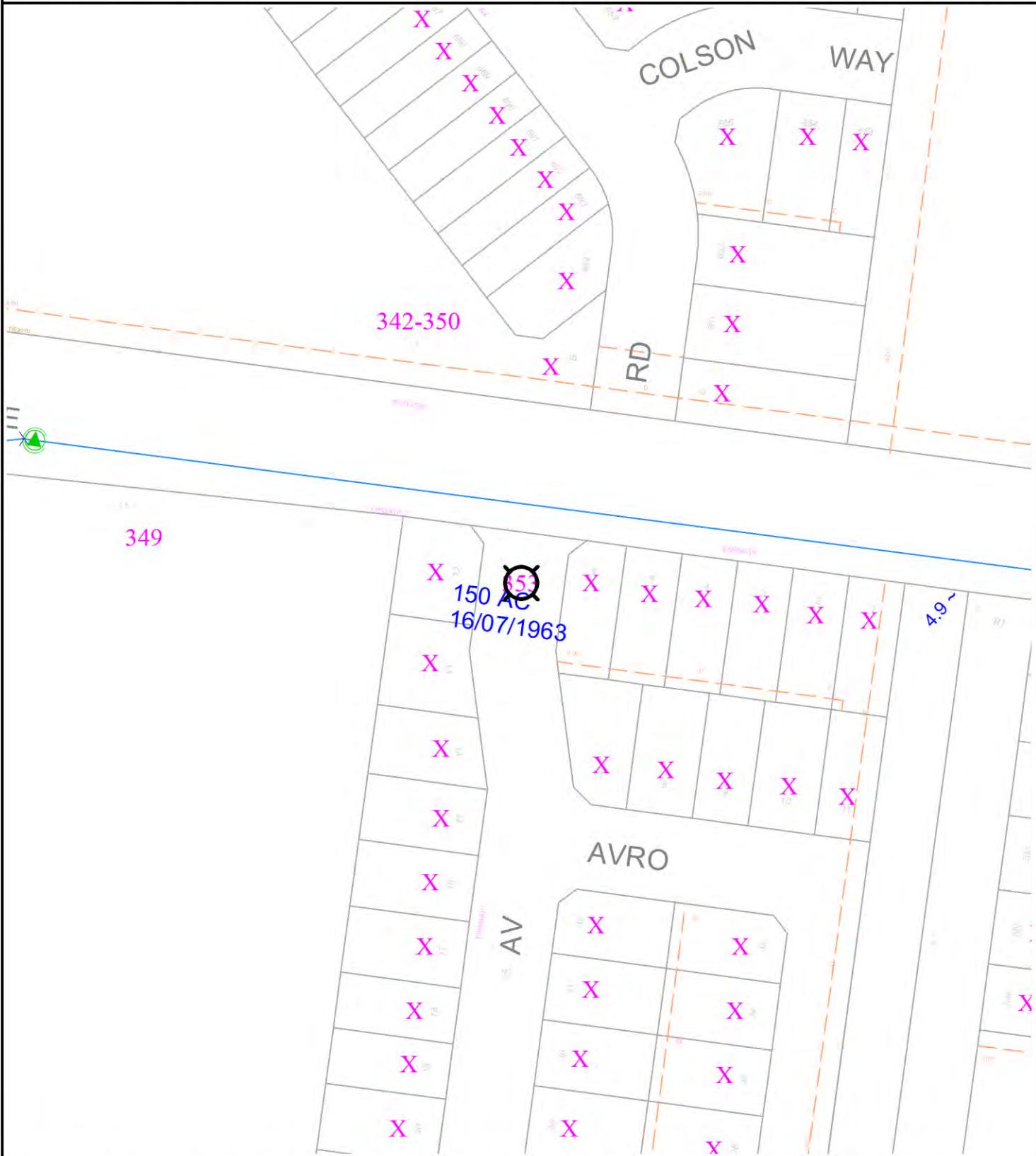
Property: Lot 13 353 CENTRE ROAD NARRE WARREN SOUTH 3805

20 0 20 40
Scale in Metres



Case Number: 42937380

Date: 23NOVEMBER2022



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

LEGEND

— Title/Road Boundary

- - - - Proposed Title/Road

- - - Easement



Subject Property



Water Main Valve



Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary



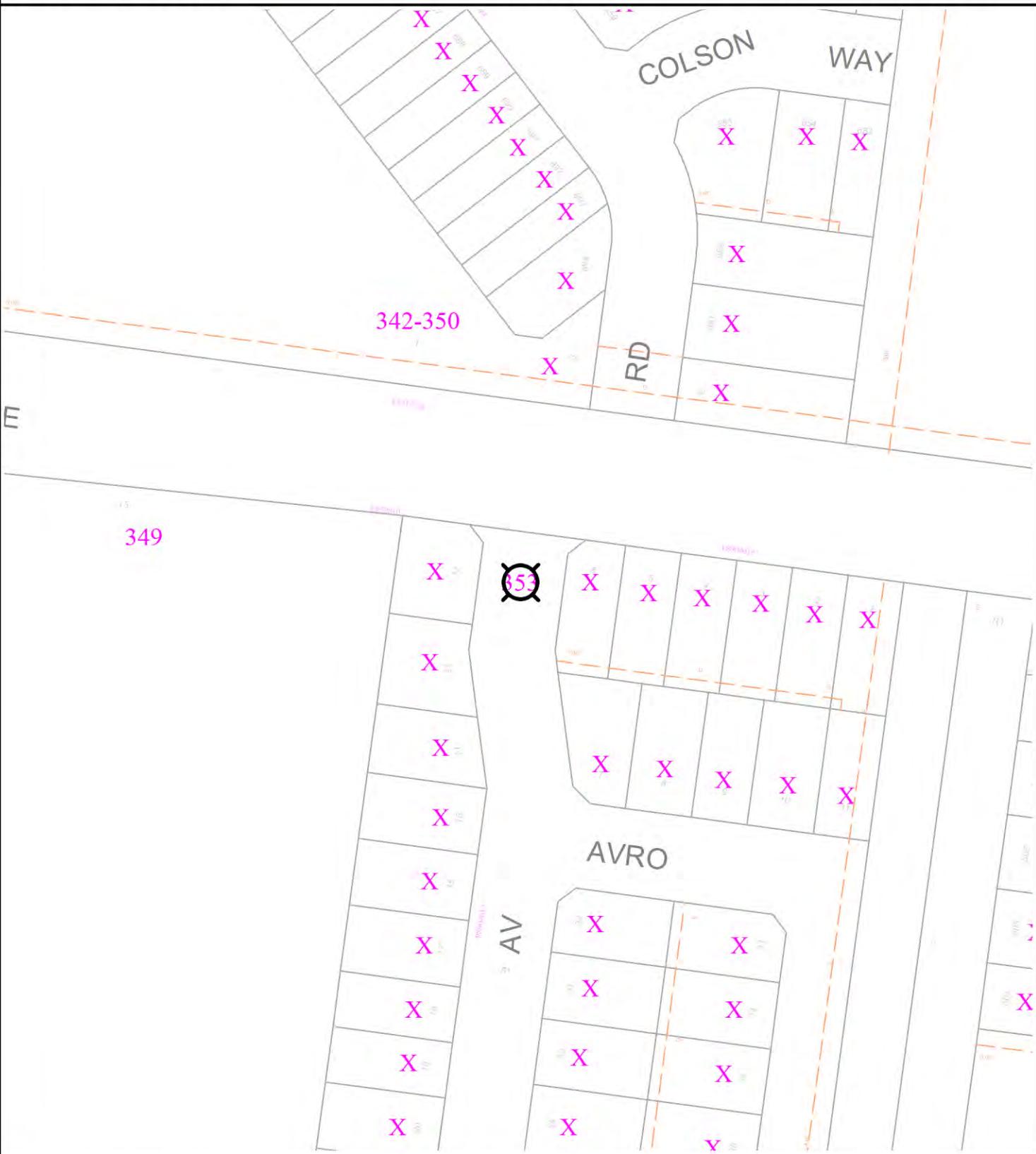
100 CCL
26/9/1975



20 0 20 40
Scale in Metres

Case Number: 42937380

Date: 23NOVEMBER2022



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

LEGEND

— Title/Road Boundary



Subject Property

- - - Proposed Title/Road



Recycled Water Main Valve

— Easement



Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

100 CICL
26.9.1975



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

D Y & Co Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 354115

NO PROPOSALS. As at the 22th November 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

353-355 CENTRE ROAD, BERWICK 3806
CITY OF CASEY

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 22th November 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 67044022 - 67044022144110 '354115'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 353-355 CENTRE ROAD

SUBURB: BERWICK

MUNICIPALITY: CASEY

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 110 Reference J12
Melways 40th Edition, Street Directory, Map 130 Reference J1

DATE OF SEARCH: 22nd November 2022

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.



Extract of EPA Priority Site Register

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

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

PLANNING PERMIT

Permit No.

PA21-0522

Planning scheme

Casey Planning Scheme

Responsible authority

City of Casey

ADDRESS OF THE LAND:

353-355 Centre Road BERWICK VIC 3806 Lot 13 LP 52810

THE PERMIT ALLOWS:

Multi Lot Subdivision, Creation of a Reserve, Restrictions and Removal of an Easement

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-55 and Notes (Inclusive)

Subdivision Master Plan

1. Before the first plan of subdivision is certified, an amended subdivision layout plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must be generally in accordance with the Urban Design Subdivision Plan prepared by Human Habitats Urban Planning and Design Studio (Plan Ref: Plan Set) submitted with the application but modified to show:
 - (a) Any proposed Small Lot Housing Code Type A or Type B lots nominated throughout the subdivision master plan with different colours used to identify these lots.

Public Infrastructure Plan

2. Before the first plan of subdivision is certified, a public infrastructure plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must address the following:
 - (a) What land may be affected or required for the provision of infrastructure works and the timing of when such land will be provided.
 - (b) The provision, staging and timing of stormwater drainage works, including any temporary drainage works.
 - (c) The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment.
 - (d) The provision of public open space and tree reserves.
 - (e) The landscaping of any land.
 - (f) Include the following:

PLANNING PERMIT

Permit No.

PA21-0522

Planning scheme

Casey Planning Scheme

Responsible authority

City of Casey

- (i) A notation that states that the permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Development Contributions Plan, will approve a proposal to carry out any DCP projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out a DCP project as a works in kind project is required.

The Public Infrastructure Plan may be amended with the consent of the Responsible Authority.

Street Tree Landscape Master Plan

3. Before the first plan of subdivision is certified, or with the prior written consent of the Responsible Authority, a Street Tree Landscape Master Plan to the satisfaction of the Responsible Authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:

- (a) Vegetation that is approved to be removed/retained within the subject site known as Lot 13 on PS052810.
- (b) Buildings and trees (including botanical names) on neighbouring properties impacted by the proposed subdivision.
- (c) The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation.
- (d) The general layout of street tree plantings including the proposed tree species which must be selected to be consistent with the following principles/outcomes:
 - (i) A diverse and future climate suitable range of species that will achieve a long-term green asset 50+ years, with canopy cover of at least 30 per cent (to be demonstrated graphically on plan to scale).
 - (ii) Species nominated must not generally be greater than 30 per cent from a particular botanical Family, greater than 20 per cent from a particular botanical Genus, and no greater than 10 per cent for a particular botanical Species, within the development.
 - (iii) Mature tree sizes generally in accordance with road cross sections nominated in the relevant Precinct Structure Plan.
 - (iv) Preference for the provision of Deciduous tree species on East/West aligned streets, and Evergreen tree species on North/South aligned streets.
 - (v) Planting of trees in vicinity of shared user paths that will provide a minimum of 50 per cent shade cover to the shared paths at tree maturity.

PLANNING PERMIT

Permit No.

PA21-0522

Planning scheme

Casey Planning Scheme

Responsible authority City of Casey

- (e) All species selected must be to the satisfaction of the Responsible Authority.
- (f) The indicative location of paths and trails as per both the relevant Precinct Structure Plans and approved subdivision master plan.
- (g) The location of fencing including tree, walkway and vehicle exclusion fencing.
- (h) Indicative road reserve cross-sections with street tree planting illustrated including the existing road reserve along Centre Road.
- (i) Consistency of streetscape planting where streets continue from adjoining developments into the subject site.

Open Space Landscape Master Plan

4. Before the plan of subdivision for a stage creating an open space reserve is certified, or with the prior written consent of the Responsible Authority, an Open Space Landscape Master Plan to the satisfaction of the Responsible Authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:
- (a) Vegetation that is approved to be retained, removed and/or lopped.
 - (b) Buildings and trees (including botanical names) on neighbouring properties impacted by the proposed subdivision.
 - (c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the open space reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting.
 - (f) All species selected must be to the satisfaction of the Responsible Authority.
 - (g) The proposed location of structures and furniture items.
 - (h) The proposed location of paths, trails and any other pavement areas.
 - (i) The proposed location of playgrounds including a list of proposed play elements and age groups of play.
 - (j) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.

PLANNING PERMIT

Permit No.

PA21-0522

Planning scheme

Casey Planning Scheme

Responsible authority City of Casey

-
- (k) Retention of existing vegetation within public open space is at the discretion of the Responsible Authority and is subject to providing appropriate arboricultural assessment/reporting and inspection.
 - (l) A diverse and future climate suitable range of species that will achieve a long-term green asset 50+ years, with canopy cover of at least 30 per cent (to be demonstrated graphically on plan to scale).
 - (m) Species nominated must not generally be greater than 30 per cent from a particular botanical Family, greater than 20 per cent from a particular botanical Genus, and no greater than 10 per cent for a particular botanical Species, within the development.
 - (n) Within open space reserves, the provision of a minimum of 50 per cent ground coverage is required in proportion to the percentage of mature tree canopy. Lawn is not considered understorey planting. This must utilise sustainable species, provide for connectivity for fauna, assist in mitigation of urban heat island impacts, and is designed in accordance with Safety by Design and WSUD Principles.
 - (o) The greening of easements where possible, utilising appropriate sustainable species which are compliant with requirements of and to the approval of the vested Easement Authority and the Responsible Authority.

Detailed Landscape Construction Plan

- 5. Before the start of any landscaping works for any stage of the subdivision, or with the prior written consent of the Responsible Authority, a Detailed Landscape Construction Plan to the satisfaction of the Responsible Authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the Plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must be generally in accordance with the Street Tree Landscape Master Plan approved under the relevant condition of this permit, but amended to show:
 - (a) Existing vegetation that is approved to be retained.
 - (b) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves.
 - (c) Street trees must not be planted within 3 metres of any existing or proposed vehicle crossover unless otherwise agreed.
 - (d) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses.
 - (e) All species selected must be to the satisfaction of the Responsible Authority.
 - (f) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture.

PLANNING PERMIT

Permit No.

PA21-0522

Planning scheme

Casey Planning Scheme

Responsible authority City of Casey

- (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 structural designs or building forms.

Not less than 7 days before starting street tree planting and open space landscaping, the Responsible Authority must be notified to undertake surveillance of the works.

6. Before the practical completion of any stage of public streetscape, open space and drainage reserve landscape construction works, documentation to the satisfaction of the Responsible Authority for the completed subject stage(s) must be submitted and at no cost to the Responsible Authority in PDF and A-Spec electronic formats.
7. After the practical completion of any landscape works, the landscaping constructed in accordance with the endorsed Detailed Landscape Construction Plans must be maintained to the satisfaction of the Responsible Authority, for a period of 24 months or other specified period, with the prior written consent of the Responsible Authority.

Public Open Space

8. Before the issue of a Statement of Compliance for any plan of subdivision under this permit that creates public open space, the owner must re-grade, top dress, landscape and otherwise embellish the land to the satisfaction of the responsible authority including the following works as directed by the responsible authority (unless otherwise agreed):
 - (a) Removal of all vegetation as directed by the Responsible Authority.
 - (b) Removal of all existing disused structures, foundations, pipelines or stockpiles.
 - (c) Cleared of rubbish and environmental weeds, levelled, topsoiled and grassed with warm climate grass (unless a conservation reserve).
 - (d) Provision of water tapping.
 - (e) Provision of planting and park furniture as identified on the approved landscape construction plans.
 - (f) Vehicle exclusion devices (fence or other suitable method) with controlled access points.
 - (g) Shared paths and/or footpaths as shown in the plans both endorsed and approved under this permit and the approved Precinct Structure Plan applying to the land.
9. The landscaping constructed in accordance with the endorsed approved landscape construction plans must be maintained to the satisfaction of the Responsible Authority, for a period of 24 months, (or other period as approved in writing by the Responsible Authority), following the granting of Practical Completion of landscape construction works.

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Section 173 Agreement

10. Before the first plan of subdivision is certified, or at such other time which is agreed in writing by Council and the Development Agency under [insert name] Development / Infrastructure Contributions Plan, the owner must enter into an agreement under section 173 of the Planning and Environment Act 1987 with the responsible authority. The agreement must provide for:
- (a) The implementation of the Public Infrastructure Plan approved under this permit.
 - (b) The transfer to or vesting in Council of any land required for road widening or public open space or any other infrastructure project funded under the relevant Development / Infrastructure Contributions Plan at a time agreed with Council and the Development Agency in accordance with the Berwick Waterways Development Contributions Plan.
 - (c) If applicable, the prohibition of the sale of lots or vesting of reserves created before their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the responsible authority.
 - (d) Where such lots/reserve are created and if relevant, the production of a certificate issued by the State Revenue Office stating that there will be no Growth Areas Infrastructure Contribution liability in respect of any land to be vested in Council or alternatively evidence of payment of that Contribution to the satisfaction of the responsible authority before a Statement of Compliance is issued for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.
 - (e) The timing of any credit or payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Berwick Waterways Development Contributions Plan.

The owner and/or developer must pay the responsible authority's reasonable costs for the preparation, review, execution and registration of the section 173 Agreement.

Stormwater Management Strategy

11. Before works start / the first plan of subdivision is certified, a Stormwater Management Strategy to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. Once approved, the Stormwater Management Strategy will be endorsed and form part of the permit. The strategy must include:
- (a) Catchment characteristics including a catchment plan showing the subject site and any contributing upstream catchments.
 - (b) Stormwater management requirements outlining the legislative requirements for managing stormwater at the site.
-

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- (c) Stormwater Quantity Analysis including a functional layout plan showing the proposed alignment of drainage infrastructure that will convey the 20 per cent annual exceedance probability (AEP) flows and the designated overland flow paths that will convey the 1 per cent AEP gap flows.
 - (d) Calculations showing that any road or access way intended to act as an overland flow path satisfies the floodway safety criteria.
 - (e) Calculations must be in accordance with the guidance provided in the current Australian Rainfall and Runoff.
 - (f) Stormwater quality treatment outlining how water quality targets will be met.
 - (g) Any outfall arrangements or staging of infrastructure to support the development.
12. Before the development starts, Engineering Plans and drainage calculations to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. The plans must align with the endorsed Stormwater Management Strategy. Once approved, the plans will be endorsed and form part of the permit.

Site Environmental Management Plan

13. Within 14 days before the development starts, a site-specific Environmental Management Plan (Site EMP) to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. The Site EMP must be prepared in accordance with Council's 'Site EMP Kit'. No alterations to the Site EMP may occur without the prior written consent of the responsible authority. All works must be undertaken in accordance with the approved Site EMP to the satisfaction of the responsible authority.

Small Lot Housing Code

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

Actions Prior to Works and/or Certification

16. Before the plan of subdivision is certified for the relevant stage, building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the Responsible Authority for approval for lots of between 250 square metres and 500 square metres where the Small Lot Housing Code is not applied, all to the satisfaction of the Responsible Authority. Once approved the plans will be endorsed and form part of the permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the permit as relevant, and must show:

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- (a) At least a 4 metre front setback to all lots, except:
- (i) for lots of between 250 and 300 square metres opposite or abutting a passive or active open space area or local town centre / activity centre where the front setback can be reduced to 3 metres; or
 - (ii) for lots over 300 square metres which adjoin a bank / row of Small Lot Housing Code lots whereby a reduced setback may be considered to the satisfaction of the Responsible Authority.
- (b) At least a 1 metre offset from any boundary abutting a reserve.
- (c) At least a 2 metre offset from any boundary abutting a side street.
- (d) A Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.
17. Before the plan of subdivision is certified for the relevant stage, any restrictions on the plan of subdivision including relevant "Design Guidelines" and / or Memorandum of Common Provisions must be submitted to the Responsible Authority for approval and applied to all lots to the satisfaction of the Responsible Authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The restrictions / Design Guidelines / Memorandum of Common Provisions must include:
- (a) Restrictions on all lots that:
- The finished level of all new lots must be at least 600mm above the relevant flood level.
 - The finished floor level of all new dwellings must be at least 600mm above the relevant flood level.
 - The finished floor level of all new garages must be at least 300mm above the relevant flood level.
- (b) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the building is two or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling.
- (c) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage; or, in special circumstances where lots are identified on the building envelope as having an alternative garage setback whereby garages on those lots must not be setback between 3 and 5 metres from the primary frontage.

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- (d) Differentiation of fencing restrictions for corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.
 - (e) A consent mechanism with respect to building outside of a building envelope with the written consent of the Responsible Authority.
 - (f) Expiry clauses to all restrictions.
18. Before the certification of any plan of subdivision, streets must be named to the satisfaction of the Responsible Authority.

Certification Plans

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

Secondary Consent

20. The layout of the subdivision and creation of easements or restrictions shown on the endorsed plan and any other documentation endorsed to form part of the permit must not be altered or modified without the prior written consent of the Responsible Authority.
21. The subdivision must proceed in the order of stages shown on the endorsed plan and as per the endorsed Public Infrastructure Plan unless otherwise agreed in writing by the Responsible Authority.

Development Contributions

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

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Community Infrastructure Levy

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

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

Engineering Fees

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

Actions prior to the issue of a Statement of Compliance

27. Before the statement of compliance is issued, each lot must be drained to the satisfaction of the responsible authority.
28. The stormwater drainage system must be designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999).

In lieu of meeting the above standard on site, the stormwater quality objectives may be achieved by demonstrating to the satisfaction of the responsible authority, that the intended outcomes of Clause 56.07-4 of the Planning Scheme have been met to the satisfaction of the responsible authority.

29. Before the statement of compliance is issued, public lighting must be installed within the internal road network in accordance with the Australian Standard and to the satisfaction of the responsible authority.

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30. Before the issue of a Statement of Compliance, or such later date as approved in writing by the Responsible Authority, all public open space areas, including, parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and plantation reserves must be landscaped and planted as shown on the approved landscape construction plans, or bonded, to the satisfaction of the Responsible Authority.
31. Before the statement of compliance is issued, the works for all street signage and associated infrastructure must be provided to the satisfaction of the responsible authority.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

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

Title Office Plans

34. The applicant must within four (4) weeks of the registration of the plans at the Land Titles Office send to the Responsible Authority:
 - (a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.
 - (b) A clear A3-size photocopy of the Title Office approved Plan of Subdivision

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Aboriginal Cultural Heritage

35. The recommendations within approved Cultural Heritage Management Plan No.11350 prepared by Archaeological and Heritage Management Solutions Pty Ltd dated 24 November 2014 as approved by the Director Heritage Services at the Office of Aboriginal Affairs Victoria on 15 January 2015 or any subsequent approved Plan, must be undertaken, prior to and during, the construction of the development hereby approved.

Flora and Fauna

36. The Protocol for the Salvage and Translocation of Threatened Species in Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2012) must be implemented to the satisfaction of the Department of Environment and Primary Industries.

Public Open Space and Reserves

37. At the registration of the plans at the Land Titles Office, land required for public open space as a local or district park as set out in the Berwick Waterways Precinct Structure Plan or the Berwick Waterways Development Contribution Plan must be transferred to or vested in Council at no cost to the Responsible Authority unless the land is funded by the Berwick Waterways Development Contribution Plan.
38. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Council by a registered plan of subdivision at no cost to the Responsible Authority.
39. Before the practical completion of any landscape works required to be completed, all fences along the common boundary between any tree reserves and the abutting lots must be constructed and finished to the requirements and satisfaction of the Responsible Authority.

Roads and Traffic

40. The developer must provide the allocated street number on the kerb in front of each lot. The kerbside numbers must be 100mm white lettering on a black background located on the front of the kerb at the property frontage to the satisfaction of the Responsible Authority.
41. Unless otherwise agreed in writing by the Responsible Authority, access to each lot created must be provided via a sealed road.

Temporary Turning Areas

42. Any temporary turning areas to the land must be constructed in accordance with engineering construction plans approved by the Responsible Authority and maintained to the satisfaction of the Responsible Authority.
43. If the temporary turning area is to be retained after the relevant Statement of Compliance is issued, a bond of sufficient value to cover all reinstatement works must be lodged with the Responsible Authority before the Statement of Compliance is issued.
44. All works undertaken for a temporary turning area must be removed and all affected road

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pavement, concrete works, nature strips and other land must be reinstated to the satisfaction of the Responsible Authority when the turning area is no longer required.

45. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The sign must be removed after the temporary turning areas are removed.

Substation / Kiosk Sites

46. Utility service substation/kiosk sites must not be located on any land identified as public open space / tree reserves or to be used for any Municipal or drainage purpose unless otherwise agreed by the Responsible Authority.

Engineering Conditions – Traffic

47. The proposed crossover must be designed in accordance with Victorian Planning Authority/Growth Areas Authority Engineering Design and Construction Manual Standards for Subdivision, Engineering Design and Construction Manual 503 – for Heavy Duty Vehicle Crossing. Construction of the crossover must be approved by the Responsible Authority.
48. The proposed crossover must be provided with the minimum clearances in accordance with Victorian Planning Authority/Growth Areas Authority Engineering Design and Construction Manual Standards for Subdivision, Engineering Design and Construction Manual 503 Table 1.
49. Linemarkings, pavement markings, TGSIs (Tactile Ground Surface Indicators) and signage must be installed in accordance with relevant Australian Standards.
50. Paths, pram crossings, crossings, access ramps and TGSIs shall be installed in accordance with Disability Discrimination Act requirements and relevant Australian Standards.

Engineering Condition – Drainage

51. Stormwater must not be discharged from the land other than by means of an underground pipe drain discharged to the legal point of stormwater discharge to the satisfaction of the responsible authority.

Referral Authority Conditions

52. **Melbourne Water** conditions require that:
 - (a) Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
 - (b) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

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- (c) Prior to Certification, the stormwater management strategy must be submitted and principally accepted by Melbourne Water and Council. The version of the strategy accepted by both authorities is to be consistent.
 - (d) Prior to Certification, design guidelines addressing the interface of the lots adjacent to the drainage reserve, must be prepared to the satisfaction of Council and Melbourne Water.
 - (e) Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. These plans must show road and drainage details and any overland flow paths for the 1% AEP flood level.
 - (f) Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.
 - (g) All new lots are to be filled to a minimum of either 300mm above the 1% AEP flood level associated with an existing or proposed Melbourne Water pipeline or 600mm above the 1% AEP flood level associated with an existing or proposed Melbourne Water waterway, wetland or retarding basin whichever one is greater.
 - (h) A Certified Survey Plan is to be submitted for approval after the completion of filling, verifying that the specified fill levels have been achieved. This will be required prior to an issue of a Statement of Compliance for the Subdivision. The CSP must clearly show finished lot levels and applicable 1% AEP flood levels.
 - (i) All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
 - (j) Local drainage must be to the satisfaction of Council.
 - (k) No filling is to occur within the floodplain without prior approval from Melbourne Water. Any earthworks must ensure that the volume of cutting within the floodplain offsets the volume of filling. Prior to the commencement of works, volume calculations must be submitted to Melbourne Water demonstrating that the flood storage volume is retained within the Alira DSS.
 - (l) Prior to Statement of Compliance, all drainage contributions with respect to the Alira DSS drainage infrastructure must be paid for the entire property area, as determined by Melbourne Water.
 - (m) Prior to the issue of Statement of Compliance evidence needs to be submitted and approved by Melbourne Water detailing that the subdivision has appropriate freeboard in relation to the existing and ultimate flood levels. Melbourne Water may require bulk earthworks within the floodway to occur prior to the release of Statement of Compliance.
 - (n) Prior to commencement of works, an outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowners and Council is to be forwarded to Melbourne Water for our records.

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53. South East Water conditions require that:

POTABLE WATER

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

SEWER

- (b) 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.

GENERAL

- (c) All lots on the Plan of Subdivision are to be provided with separate connections to our drinking water supply and sewerage systems.
- (d) Prior to certification, the Plan of Subdivision must be referred to South East Water, in accordance with Section 8 of the Subdivision Act 1988.
- (e) The certified Plan of Subdivision will need to show sewerage supply easements over all existing and/or proposed South East Water sewer mains located within the land, to be in favour of South East Water Corporation pursuant to Section 12(1) of the Subdivision Act.

54. AusNet Electricity Services conditions require that:

The applicant must –

- (a) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
- (b) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
- (c) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
- (d) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of “Power Line” in the favour of “AUSNET ELECTRICITY SERVICES PTY LTD” pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.

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- (e) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
 - (f) Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
 - (g) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
 - (h) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
 - (i) Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
 - (j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
 - (k) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

Expiry of Permit

55. This **permit** will expire if:

- (a) The subdivision is not started within two (2) years of the date of this permit; or,
- (b) The subdivision is not completed within five (5) years from the date of starting;

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two (2) years from the date of the permit. The time specified for the commencement of any subsequent stage is ten (10) years from the date of this permit and the time specified for the completion of each stage is five (5) years from the date of its commencement.

The Responsible Authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within six (6) months of the expiration of the permit for the commencement of subdivision.

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Notes

A. Notes from Casey Council

- The Site EMP Kit is available on City of Casey's website, www.casey.vic.gov.au. In preparation of the Site EMP, the environmental protection measures as set out in EPA's publication 480 "Environmental Management Guidelines for Major Construction Sites" must be used, unless it can be demonstrated that alternative techniques can fulfil the specified site requirements to the satisfaction of the responsible authority.
- Before the detailed drainage design, a Legal Point of Discharge (LPD) Certificate must be applied for from Council to obtain official information on where stormwater must discharge. Subject to records availability the size, depth and offset of Council's infrastructure will be provided.
- The drainage computations must be calculated in accordance with the guidance provided in the current Australian Rainfall and Runoff.

B. Notes from South east water

- The owner of the subject land is required to obtain a 'Notice of Agreement' from South East Water. All requirements must be fulfilled to its satisfaction prior to South East Water consenting to the issuing of a Statement of Compliance.

AGREEMENT OPTIONS

The following South East Water agreement options are available:

- 1) Application to enter into a Development Agreement-Works – If South East Water reticulated sewer/water/recycled water (as applicable) is required to be extended to service lots within the development
- 2) Application For Notice of Agreement Subdivision-Non Works – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner only requires Statement of Compliance to release the titles (i.e. subdivision prior to building)
- 3) Plumbing Industrial, Commercial, Units & Private Water application – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner wishes to commence construction of the building/s (i.e. building prior to subdivision)

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Planning scheme Casey Planning Scheme

Responsible authority City of Casey

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief Description of Amendment	Name of Responsible Authority that approved the amendment
24/01/2023	This permit has been amended under Section 71 of the Planning and Environment Act 1987 to correct an administrative error as follows: <ul style="list-style-type: none">• Condition 3(a) Amended• Condition 8 Amended	City of Casey

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**

Applicant's Name & Address: Project-ES
U 319 8 Railway Rd
CHELTENHAM VIC 3192

Date issued: 30 September 2022

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Signature for the responsible authority

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IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A Permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:-

- the development or at any stage of it does not start within the time specified in the permit; or
- the development requires the certification of a plan of subdivision or consolidation under the **Subdivisions Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

2. A permit for the use of land expires if:-

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

3. A permit for the development and use of land expires if:-

- the development or any stage of it does not start within the time specified in the permit; or
- the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
- the use is discontinued for a period of two years.

4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:-

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

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

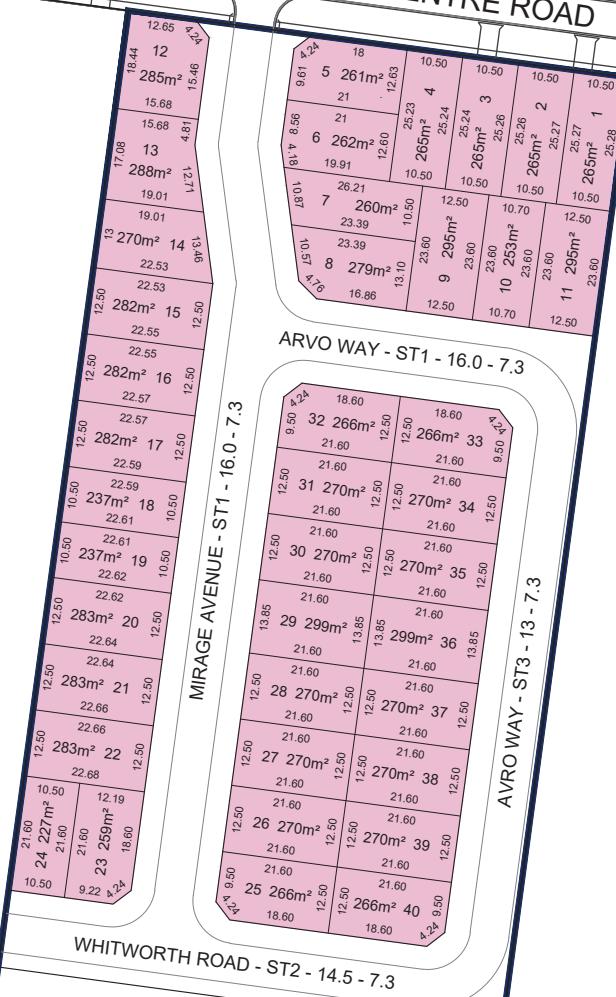
WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

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349-351 CENTRE ROAD

357-359 CENTRE ROAD



SHLC LOT TYPE

TYPE B

353-355 Centre Road, Berwick
Concept Plan of Subdivision

BERWICK
Code: 12048
Version: 19
Dwg N°: 001
Date: 1.12.22
Draft: EY Chkd: JV

NOTES

- Boundaries based on Survey Data provided by KLM Spatial (Ref No. 917433 DEH, Dated 17/03/2021).
- Layout is preliminary only and has not yet had Council/Lodgement feedback or approval.
- Layout & lot yield may change as a result of strategic planning outcomes yet to be finalised.
- Site is located within and is in accordance with Berwick Waterways PSP.
- This plan has considered Berwick Waterways LCP/COP. Where included intersections, arterial road widening, etc.

• Drainage reserves are subject to Berwick Waterways PSP.

• Flora/vegetation has been considered as part of this plan/may require further investigation.

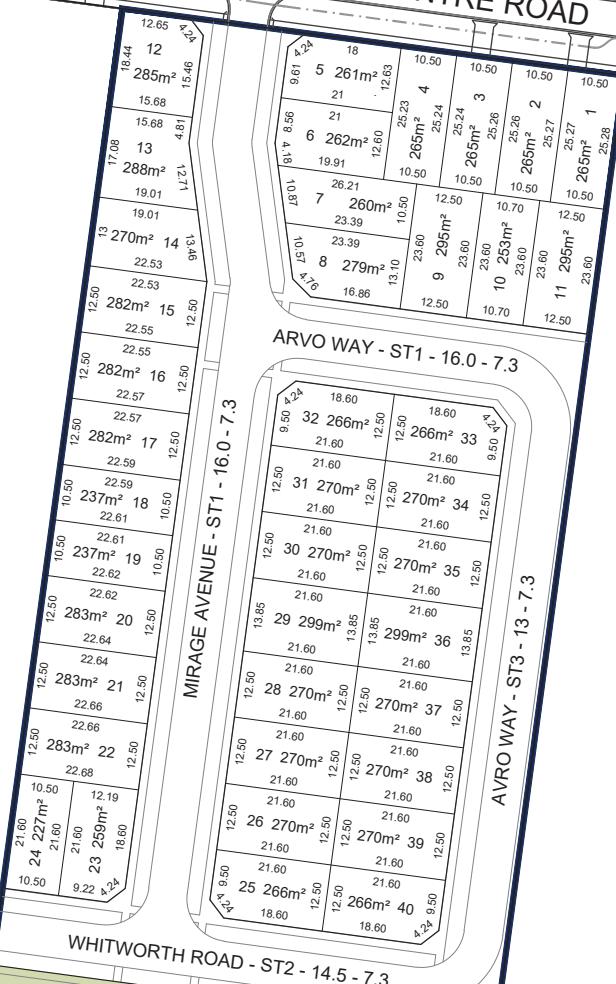
• Street cross-sections are based on Berwick Waterways PSP requirements.

• This plan has been prepared by Human Habitats for the exclusive use of client.

• This plan may be subject to additional land uses.

• This plan may change following consultant advice including traffic engineering, drainage engineering and civil engineering advice.

349-351 CENTRE ROAD



357-359 CENTRE ROAD

LOCAL PARK
0.75ha
(ID: LP-02)

PUBLIC INFRASTRUCTURE PLAN

ITEM	DCP/PSP ITEM NO.	TITLE	TIMING	Land Requirements	Funding Responsibility	Construction Responsibility	Relevant Stage for Delivery
	LP02	Local Park	No staging proposed	0.75HA 53.01	As per Clause 53.01	Developer	N/A

NOTE

The provision, staging and timing of stormwater drainage works, including any temporary drainage works in accordance with Stormwater Management Strategy prepared by KLM.

The provision, staging and timing of road works internal and external to the land to be consistent with the Traffic and Transport Assessment prepared by IMPACT.

The provision of public open space and tree reserves and landscaping in accordance with Landscape Master Plan prepared by Human Habitats.

The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Development Contributions Plan, will approve a proposal to carry out any DCP projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out a DCP project as a works in kind project is required.

Berwick
Code: 12048
Version: 20
Dwg N°: 007
Date: 18.01.2023
Draft: EV Chkd: JV

NOTES

- Boundary is based on Survey Data provided by KLM Spatial (Ref No. 917433 DEH, Dated 17/03/2021).
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- This plan may be subject to additional land uses.
- This plan may change following consultant advice including traffic engineering, drainage engineering and civil engineering advice.

353-355 Centre Road, Berwick

Public Infrastructure Plan

0 10 20 30 40 50
METRES
1: 1000



Memorandum of common provisions

Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

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

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions: This Memorandum of Common Provisions includes pages 1-3 (both inclusive)

1. Introduction

1.1 The requirements in this Memorandum apply in addition to the requirements in the Regulations and the Planning Scheme. In the event of conflict or inconsistency, the provisions of this Memorandum shall prevail, to the extent that such conflict or inconsistency is lawful.

1.2 The requirements in this Memorandum may only be waived or varied by written notice issued by Centre Road Pty Ltd.

1.3 The owner of a Lot will be required to submit the relevant plans to a Building Surveyor to obtain the relevant permit or permits for the construction of any dwelling or building on a lot.

2. Definitions and Interpretations

2.1 In this Memorandum:

- (a) "Planning Scheme" means the Casey City Council Planning Scheme
- (b) "Plan of Subdivision" means Plan of Subdivision PS904619N
- (c) "Primary Frontage" means, for each lot, the shortest boundary of that lot which abuts a road.
- (d) "Regulations" means the Building Regulations 2006.
- (e) "Side Boundary" means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

2.2 General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified.

- (a) In the building Act 1993
 - i. Building

(Registered instrument number of MCP to be inserted)

V3

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

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see Contact us

- ii. Occupancy Permit
 - iii. Lot
- (b) In the Planning Scheme:
- iv. Dwelling (Clause 74)

3. Applicable provisions

3.1 3.1 All Lots

- (a) The finished level of all new lots must be at least 600mm above the relevant flood level (18.25AHD).
- (b) The finished floor level of all new dwellings must be at least 600mm above the relevant flood level (18.25AHD).
- (c) The finished floor level of all new garages must be at least 300mm above the relevant flood level (18.25AHD).

3.2 Garage Openings

- (a) A garage opening must not occupy more than 40% of the width of the primary frontage, unless the building is two or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling.

3.3 Garage Setback

- (a) A garage or carport must not setback less than 5.5 metres from the primary frontage.

3.4 Fence of a side boundary

- (a) A fence of a side boundary of a standard lot shall be constructed using timber palings to be:
 - i. less than 1.5 meter in height from the lot frontage to the building line, and
 - ii. at least 1.8 metres in height for the remaining boundary length.
- (b) A side fence of the side street boundary of a corner lot shall be constructed using
 - i. the same materials and to the equal height of the front fence from the lot frontage to the building line, and
 - ii. timber palings, a timber cap and timber posts to at least 1.8 metres in height for the remaining length of the boundary length.

3.5 The lots adjacent to the Melbourne Water drainage reserve

- (a) Any structure (including fencing) within lots 1 and 11 that are to be constructed within 5m horizontally from the edge of the adjacent Melbourne Water drain will require a consent for Build Over Easement from Melbourne Water.
- (b) The owner of lots 1 & 11 shall be responsible for the costs of installation of a fence on the common boundary adjacent to the Melbourne Water reserve.

3.6 Expiry of Memorandum

- (a) This Memorandum will lapse and cease to have effect in respect of a lot on 31 December 2032.



New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No:	PS904619N
Certified:	Pending
No. of Lots:	40
Council Name:	Casey City Council
Council Ref No:	PA21-0522 , SubA00388/22
SPEAR Ref No:	S198902C
Property:	353-355 CENTRE ROAD, BERWICK VIC 3806

Lot Number	House Number	Road Name	Road Type	Locality
1	355D	CENTRE	ROAD	BERWICK
2	355C	CENTRE	ROAD	BERWICK
3	355B	CENTRE	ROAD	BERWICK
4	355A	CENTRE	ROAD	BERWICK
5	1	MIRAGE	AVENUE	BERWICK
6	3	MIRAGE	AVENUE	BERWICK
7	5	MIRAGE	AVENUE	BERWICK
8	7	MIRAGE	AVENUE	BERWICK
9	3	AVRO	WAY	BERWICK
10	5	AVRO	WAY	BERWICK
11	7	AVRO	WAY	BERWICK
12	353	CENTRE	ROAD	BERWICK

13	4	MIRAGE	AVENUE	BERWICK
14	6	MIRAGE	AVENUE	BERWICK
15	8	MIRAGE	AVENUE	BERWICK
16	10	MIRAGE	AVENUE	BERWICK
17	12	MIRAGE	AVENUE	BERWICK
18	14	MIRAGE	AVENUE	BERWICK
19	16	MIRAGE	AVENUE	BERWICK
20	18	MIRAGE	AVENUE	BERWICK
21	20	MIRAGE	AVENUE	BERWICK
22	22	MIRAGE	AVENUE	BERWICK
23	6	WHTWORTH	ROAD	BERWICK
24	8	WHTWORTH	ROAD	BERWICK
25	23	MIRAGE	AVENUE	BERWICK
26	21	MIRAGE	AVENUE	BERWICK
27	19	MIRAGE	AVENUE	BERWICK
28	17	MIRAGE	AVENUE	BERWICK
29	15	MIRAGE	AVENUE	BERWICK
30	13	MIRAGE	AVENUE	BERWICK
31	11	MIRAGE	AVENUE	BERWICK
32	9	MIRAGE	AVENUE	BERWICK
33	4	AV/RO	WAY	BERWICK
34	6	AV/RO	WAY	BERWICK
35	8	AV/RO	WAY	BERWICK
36	10	AV/RO	WAY	BERWICK
37	12	AV/RO	WAY	BERWICK
38	14	AV/RO	WAY	BERWICK
39	16	AV/RO	WAY	BERWICK
40	18	AV/RO	WAY	BERWICK
RES1	51	WHTWORTH	ROAD	BERWICK

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 25/01/2023

