

SEVENTH BEND

CONTRACT OF SALE



CONTRACT OF SALE OF REAL ESTATE

Property Address:

**Lot _____, Stage 6B,
Seventh Bend, Weir Views 3338**

FORM 1**Estate Agents Act 1980**

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE**Property Address: Lot _____, Stage 6B, Seventh Bend, Weir Views 3338**

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

The Vendor agrees to sell and the Purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this Contract.

The terms of this Contract are contained in the:

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

IMPORTANT NOTICE TO PURCHASERS**COOLING-OFF PERIOD****Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on / / 2018

.....

SIGNED BY THE VENDOR

on / / 2018

.....

The **Day of Sale** is the date by which both parties have signed this Contract.

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"**OFF-THE-PLAN SALES****Section 9AA(1A), Sale of Land Act 1962**

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

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

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Name: Latitude Real Estate
Address: Level 5, 570 St Kilda Road, Melbourne VIC 3004
Phone: 03 9017 0330 Mob: Fax: 03 9699 6479 Ref: Gail Ostrowski

VENDOR

Name: Exford Road Properties Pty Ltd ACN 618 510 302
Address: c/o APD Projects, Level 3, 468 St Kilda Road, Melbourne VIC 3004

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Beck Legal
Address: 177 View Street, Bendigo VIC 3550
DX: DX 55011 Bendigo
Email: rhillier@becklegal.com.au
Phone: 03 5445 3333 Mob: Fax: 03 5445 3355 Ref: MDO:RHI:538849-19

PURCHASER

Name: _____
Address: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
DX: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is described below:

| | | |
|---------------------------------------|-----------|---|
| Certificate of Title Reference (part) | being lot | on proposed plan of subdivision (Plan) |
| Volume 11118 | Folio 725 | PS817189W |

The land includes all improvements and fixtures.

PROPERTY ADDRESSThe address of the land is: **Lot _____, Stage 6B, Seventh Bend, Weir Views 3338****GOODS SOLD WITH THE LAND** (general condition 2.3(f)) (list or attach schedule)

Nil – vacant land

PAYMENT (GENERAL CONDITION 11)

Price \$ _____
Deposit \$ _____ payable by / / (of which \$ _____ has been paid)
Balance \$ _____ payable at settlement

PARTICULARS OF SALE

GST (GENERAL CONDITION 13)

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

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

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

SETTLEMENT (GENERAL CONDITION 10)

is due on the day that is 14 days after the Vendor gives the Purchaser written notice of registration of the Plan.

LOAN (GENERAL CONDITION 14)

The following details apply if this Contract is subject to a loan being approved:

Lender:

Loan Amount: \$ Approval Date:

LANDSCAPE OPTION (SPECIAL CONDITION 31)

The Purchaser elects the following Landscape Option (tick **one box**):

Essence

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Liberty

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Urbane

Peace

SPECIAL CONDITIONS

This Contract does not include any special conditions unless the words '**special conditions**' appears in this box:

special conditions

If the Contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

SPECIAL CONDITIONS

1. INTERPRETATION

In this Contract, unless the context requires otherwise:

- 1.1. the singular includes the plural and vice versa;
- 1.2. the word "person" includes a natural person and any body or entity whether incorporated or not;
- 1.3. a heading may be used to help interpretation, but is not legally binding;
- 1.4. if two or more people are described as a party, each person is:
 - 1.4.1. liable for their obligations; and
 - 1.4.2. entitled to their rights, jointly and severally;
- 1.5. a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;
- 1.6. a reference to a document includes the document as modified from time to time and any document replacing it;
- 1.7. the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- 1.8. a reference to any agency or body:
 - 1.8.1. which ceases to exist;
 - 1.8.2. is reconstituted, renamed or replaced; or
 - 1.8.3. has its powers or functions removed,means the agency or body which replaces it, or which has substantially the same powers or functions;
- 1.9. a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;
- 1.10. any provision of this Contract which can take effect after the date of settlement does not merge on settlement and continues to bind the parties;
- 1.11. a word or phrase specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract; and
- 1.12. in the event of any inconsistency between the general conditions and special conditions of this Contract, the special conditions shall prevail to the extent of the inconsistency.

2. DEFINITIONS

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

ASIC means the Australian Securities and Investments Commission;

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

Charges mean any duties, taxes or charges;

Community Infrastructure Levy means a community infrastructure levy payable to the Council as a contribution toward local infrastructure pursuant to the PAE Act;

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

Council means the City of Melton;

Day of Sale means the date by which both parties have signed this Contract;

Design Assessment Panel means the persons or bodies appointed by the Vendor from time to time to assess plans submitted in respect of construction works in the Development in accordance with the Design Guidelines;

Design Guidelines mean the Seventh Bend Design Guidelines, as amended from time to time, a copy of which current as at the Day of Sale is attached to this Contract at Annexure B;

Development means the development known as Seventh Bend, Weir Views incorporating the land presently or formerly described in Certificate of Title Volume 11118 Folio 725;

FIRB means the Foreign Investment Review Board established under the Takeovers Act;

GAIC means the growth areas infrastructure contribution payable pursuant to the PAE Act;

Insolvency Event means:

if the Purchaser is a natural person, the Purchaser:

- (a) dies or ceases to be of full legal capacity or otherwise becomes incapable of managing the Purchaser's own affairs; or
- (b) becomes insolvent under administration (as the term is defined in the Corporations Act); or

if the Purchaser is a corporation, the Purchaser:

- (a) is placed under administration;
- (b) is placed in liquidation or provisional liquidation;
- (c) has a controller (as defined in the Corporations Act) or analogous person appointed to the Purchaser or any of the Purchaser's property;
- (d) enters into an arrangement, composition or compromise with, or assignment for the benefit of, any of the Purchaser's creditors or any class of them;
- (e) as a result of section 459F(1) of the Corporations Act, is taken to have failed to comply with a statutory demand; or
- (f) lodges an application for the Purchaser's voluntary deregistration with ASIC or is subject to any actions by ASIC to initiate the deregistration of the Purchaser

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

Landscape Option means the type of Landscape Works chosen by the Purchaser as indicated in the Particulars of Sale in this Contract and as described in the corresponding Landscape Plans;

Landscape Plans mean the Seventh Bend Landscape Plans, as amended from time to time, copies of which current as at the Day of Sale are attached to this Contract at Annexure C;

Landscape Works mean landscaping work to the front of a dwelling constructed on the Land, including site preparation and garden installation generally in accordance with the Landscape Plans and subject to the terms of special condition 31 of this Contract;

Memorandum of Common Provisions means the memorandum of common provisions included in the vendor's statement attached to this Contract;

Outgoings mean all rates, taxes including land tax, assessments, levies or other outgoings payable by the Vendor in respect of the Land;

PAE Act means the *Planning and Environment Act 1987* (Vic);

Personal Information has the same meaning as defined in the *Privacy Act 1988* (Cth) and the associated regulations, guidelines, principals and rules of that Act;

Purchaser means the purchaser named in the Particulars of Sale in this Contract;

Registrar of Titles means the Registrar of Titles in the State of Victoria;

Restrictive Covenants mean the restrictions, requirements and covenants contained in the Memorandum of Common Provisions;

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

Statute means a reference to all or any part of a statute, ordinance or other law and includes:

- (a) any rules, regulations or other instruments made under that Statute; and
- (b) that Statute as amended, consolidated, re-enacted or replaced from time to time;

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

Sunset Date means the date that is 36 months after the Day of Sale;

Takeovers Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth); and

Vendor means the vendor named in the Particulars of Sale in this Contract.

3. AMENDMENTS TO GENERAL CONDITIONS

- 3.1. General conditions 5, 9, 15, 20, 24.2 and 24.4 to 24.6 (inclusive) do not apply to this Contract.
- 3.2. General condition 6 is amended to replace "10 days" with "10 Business Days".
- 3.3. General condition 6 is amended to include the following sentence at the end of the condition: "The Purchaser is deemed to be in default of payment of the balance of the Price if the transfer of land document appropriately executed by the Purchaser is not delivered in accordance with this general condition with such default deemed to commence on the day in which settlement is due under this Contract and end on the day that is 10 Business Days after the date that the Vendor or the Vendor's solicitor receives the transfer of land document appropriately executed by the Purchaser."
- 3.4. General condition 11.4(b) is amended to insert ""bank" before "cheque".
- 3.5. General condition 11.6 is amended by replacing "three cheques" with "eight bank cheques".
- 3.6. General condition 14.2(b) is amended to insert "and provides evidence satisfactory to the Vendor from the lender nominated in the particulars of sale" after "loan" in line 2.

4. PURCHASER ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that:

- 4.1. the Purchaser received a statement pursuant to section 32 of the Sale of Land Act in the form attached to this Contract signed by or on behalf of the Vendor prior to the Purchaser executing this Contract;
- 4.2. the Vendor may at its complete discretion give any form of valuable consideration, including but not limited to the payment of a fee, to any other party in consideration of that other party introducing the Purchaser to the Vendor or otherwise in respect of this Contract;
- 4.3. the Purchaser has purchased the property as a result of the Purchaser's own inspection and inquiry and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or its agents or consultants; and
- 4.4. the Purchaser received and reviewed the Restrictive Covenants prior to the Purchaser executing this Contract and that the Restrictive Covenants will be registered on the Plan prior to settlement.

5. AUTHORITY

- 5.1. If a person signs this Contract on behalf of a Purchaser which is a corporation (within the meaning of the Corporations Act), that person:
 - 5.1.1. warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and
 - 5.1.2. if the warranty in special condition 5.1.1 is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.
- 5.2. If the Purchaser is buying the Land as trustee of a trust ("Trust") then:

- 5.2.1. the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 5.2.2. the Purchaser warrants to the Vendor that the Purchaser has power under the Trust to enter into this Contract; and
- 5.2.3. if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser and must execute the Guarantee and Indemnity attached to this Contract upon signing of this Contract by the Purchaser.

6. DEPOSIT

- 6.1. The Deposit paid or payable under this Contract must not exceed 10 per cent of the Price where the Land hereby sold is a lot on an unregistered plan of subdivision.
- 6.2. The Deposit must be paid to the Vendor's Legal Practitioner named in this Contract to be held on trust for the Purchaser until registration of the Plan.
- 6.3. The parties agree that the Vendor's Legal Practitioner shall hold the Deposit in the trust account of the Vendor's Legal Practitioner or invest the Deposit into an interest bearing controlled money trust account with an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)) nominated by the Vendor or the Vendor's Legal Practitioner on trust for the Purchaser until registration of the Plan.
- 6.4. The Vendor and the Purchaser agree that if the Deposit is invested in an interest bearing controlled money trust account, any interest which accrues on the Deposit will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 6.5. If any Charges are payable in respect of the Deposit or the account referred to in special condition 6.4, the parties agree that an amount equal to those Charges will be withheld from the amount payable to the party entitled to the Deposit.
- 6.6. Upon registration of the Plan, the Deposit will be held, invested and released by the Vendor's Legal Practitioner as stakeholder for the parties pursuant to the terms of this special condition 6 and the Sale of Land Act.
- 6.7. The Purchaser releases the Vendor and the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit and any Charges payable in respect of the Deposit or the account.

7. GUARANTEE

All directors of any corporation (as defined in the Corporations Act) named as a Purchaser in this Contract are required to sign the Guarantee and Indemnity attached at the time of execution of this Contract by the Purchaser.

8. FENCING

- 8.1. The parties agree that the maximum that the Vendor shall be required to pay in respect of a contribution as adjoining proprietor to the cost of fencing any part of the Land is \$1.00 and the Purchaser acknowledges that fact and shall make no claim on the Vendor in respect of any other costs in relation to fencing the Land and any adjoining Land owned by the Vendor.
- 8.2. In the event that the Purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the Purchaser covenants with the Vendor that the Purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the Vendor.

9. ADJUSTMENTS

- 9.1. All Outgoings must be apportioned between the parties on the day of settlement.
- 9.2. If the Land hereby sold is not separately assessed in respect of any Outgoings then the Outgoings will be apportioned between the parties in the same proportion that the area of the Land shown on the Plan bears to the total area of the land in respect of which the Outgoings are assessed.

- 9.3. In respect of an apportionment of land tax, the parties agree that the relevant amount to be apportioned shall be the land tax:
- 9.3.1. assessed against the Land; or
- 9.3.2. attributed to the Land in accordance with special condition 9.2 of this Contract where the Land is not separately assessed for land tax,
- as at midnight on 31 December in the year immediately preceding the year that settlement of this Contract takes place irrespective of whether the amount assessed was calculated on the basis that the Land is the only land of which the Vendor is the owner for the purposes of the *Land Tax Act 2005* (Vic).
- 9.4. In apportioning the Outgoings, any personal or statutory benefit available to or received by any party shall be disregarded.
- 9.5. The Purchaser cannot require the Vendor to pay any Outgoings at any time before they are due to be paid.
- 9.6. If any supplementary rates or Outgoings are assessed, levied or charged against the Land hereby sold in or after the rating year in which the date of payment of the balance falls, the Purchaser shall be solely responsible to bear or pay the sum of the supplementary amount.
- 9.7. If the Purchaser is in breach of this Contract by not completing this Contract on the settlement date and 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 settlement of this Contract is due to take place, then:
- 9.7.1. the Purchaser acknowledges that the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the date on which settlement was due ("Additional Land Tax"); and
- 9.7.2. an amount equal to the Additional Land Tax must be paid by the Purchaser to the Vendor at settlement of this Contract.
- 9.8. The Vendor will pay all GAIC assessed in respect of the Land.

10. REGISTRATION OF PLAN

- 10.1. This Contract is conditional upon the Plan being registered by the Registrar of Titles on or before the Sunset Date.
- 10.2. The Vendor shall at its own cost endeavour to procure registration of the Plan by the Registrar of Titles on or before the Sunset Date.
- 10.3. If the Plan is not registered on or before the Sunset Date, then either party may rescind this Contract by giving notice in writing to that effect to the other party prior to the Plan being registered.
- 10.4. If prior to the Plan being registered:
- 10.4.1. the Vendor is refused any permit or approval from any responsible authority to enable the subdivision in accordance with the Plan; or
- 10.4.2. any permit relating to the Plan or the Development contains conditions which the Vendor deems unsatisfactory (at the Vendor's absolute discretion); or
- 10.4.3. any requirement imposed by a responsible authority or the Registrar of Titles in relation to the Plan or the Development is in the Vendor's opinion too onerous to perform or unacceptable; or
- 10.4.4. the Plan is not certified by the relevant Council for any reason
- the Vendor may rescind this Contract by providing written notice to the Purchaser.
- 10.5. After the service of a notice under special condition 10.3 or special condition 10.4:
- 10.5.1. all monies paid under this Contract by the Purchaser will be refunded to the Purchaser; and

10.5.2. after the refund of all monies pursuant to special condition 10.5.1, neither party will have any action, right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract or the failure of the Vendor to procure the registration of the Plan.

10.6. The Purchaser shall only be entitled to rescind this Contract in accordance with special condition 10.3 provided that the Purchaser is not in default of any provision of this Contract.

11. AMENDMENTS TO PLAN OF SUBDIVISION

11.1. Subject to Section 9AC of the Sale of Land Act, the Vendor may make any such alterations or amendments to the Plan as the Vendor requires without limitation if the alterations or amendments are:

11.1.1. necessary to ensure that the Plan or any stage of it (if applicable) accords with the Land as proposed or designed or built from time to time;

11.1.2. required to accord with good surveying practice and all laws;

11.1.3. required in order to deliver services to each lot on the Plan or any land adjacent to the Land;

11.1.4. required to meet any requirement, recommendation or requisition of any responsible authority or the Registrar of Titles to enable the Plan to be certified by the Council or registered by the Registrar of Titles; or

11.1.5. allowing a consolidation with or the development of an adjoining property; and

11.1.6. considered by the Vendor to be necessary or desirable for the purposes of the Development which includes but is not limited to:

11.1.6.1. creating additional lots or reducing the number of lots on the Plan;

11.1.6.2. altering or varying any other lot on the Plan; or

11.1.6.3. any changes to any planning permit obtained in respect of the Development.

11.2. The Vendor may make such alterations or amendments to the Restrictive Covenants if the alterations or amendments are required to meet any requirement, recommendation or requisition of any responsible authority or the Registrar of Titles to enable the Plan to be certified by the Council or registered by the Registrar of Titles.

11.3. If the Vendor makes any alteration or amendment contemplated by special condition 11.1 then, subject to Section 9AC of the Sale of Land Act, the Purchaser must not make any requisition or object, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Plan or any stage of it (if applicable) as registered by the Registrar of Titles does not accord with the Plan.

11.4. Despite any condition to the contrary in this Contract, if any responsible authority (including the Registrar of Titles) requires a change to the Plan which, in the Vendor's opinion, is onerous, the Vendor may end this Contract by giving the Purchaser notice within 7 days of the Vendor becoming aware of the requirement. The Deposit must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

12. AMENDMENTS TO MEMORANDUM OF COMMON PROVISIONS

12.1. The Purchaser agrees and acknowledges that the Memorandum of Common Provisions shall be incorporated as a restriction in the Plan at the time of registration of the Plan subject to the terms of this special condition 12.

12.2. The Purchaser acknowledges that:

12.2.1. the Vendor may make any such alterations or amendments to the Memorandum of Common Provisions as the Vendor requires without limitation if the alterations or amendments are:

- 12.2.1.1. required to meet any requirement, recommendation or requisition of any responsible authority or the Registrar of Titles to enable the Memorandum of Common Provisions to be registered by the Registrar of Titles; or
- 12.2.1.2. considered by the Vendor to be necessary or desirable for the purposes of the Development; and
- 12.2.2. the Purchaser must not make any requisition or object, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Memorandum of Common Provisions as registered by the Registrar of Titles does not accord with the Memorandum of Common Provisions attached to this Contract or the Plan.

13. WORKS UPON THE LAND

- 13.1. Works affecting the natural surface level of the Land which:
 - 13.1.1. have been carried out on the Land after the certification of the Plan and before the date of this Contract; or
 - 13.1.2. are at the date of the Contract being carried out or proposed to be carried out on the Landare described in the engineering plan or fill plan contained in the Vendor's statement annexed to this Contract.
- 13.2. The Vendor may undertake further works affecting the natural surface level of the Land 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 and in such cases, the Vendor shall provide to the Purchaser a copy of an engineering plan or fill plan setting out the extent of the works once it is available.

14. CONDITION OF LAND

- 14.1. The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the Land, the Purchaser is satisfied with the condition, quality and state of repair of the Land and accepts the Land as it is and subject to any defects, need for repair or infestation.
- 14.2. The Purchaser:
 - 14.2.1. will not make a claim concerning any loss, damage or need for repair relating to the Land or any requirements of a statutory authority which may affect the Land between the Day of Sale and settlement;
 - 14.2.2. agrees that a failure by the Vendor to comply with any regulations or laws in respect of the Land or any improvements on the Land will not constitute a defect in the Vendor's title;
 - 14.2.3. releases and discharges the Vendor and its successors, assigns, employees and agents against all claims, suits, demands and actions of any nature which the Purchaser has or may have against the Vendor resulting in any way from the condition of the Land, including anything on or in the Land, and from and against any claims for costs and expenses in respect of such claims, suits, demands and actions; and
 - 14.2.4. indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands and actions in every respect resulting in any way from the condition of the Land and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and action.

15. THE SEVENTH BEND DEVELOPMENT

- 15.1. The Purchaser acknowledges that the Land forms part of the Development.
- 15.2. The Purchaser covenants that it will not directly or indirectly:

- 15.2.1. hinder, delay or prevent the Development and its construction by or on behalf of the Vendor;
- 15.2.2. hinder, delay or prevent the marketing activities carried out by or on behalf of the Vendor;
- 15.2.3. hinder or object to any application for any approval made by or on behalf of the Vendor in relation to the Development; or
- 15.2.4. do anything which, in the Vendor's opinion may curtail, inhibit or interfere or which may affect the Development or the Plan generally.
- 15.3. The Purchaser indemnifies and will keep indemnified the Vendor against all claims, loss, damage and costs for which the Vendor may suffer in respect of any breach of special condition 15.2.
- 15.4. In assessing plans submitted by the Purchaser for the Vendor's approval in accordance with the Restrictive Covenants, the Vendor, its delegated agents or the Design Assessment Panel will have regard to the Design Guidelines.
- 15.5. The Purchaser acknowledges that the Vendor has the power to amend the Design Guidelines prior to and subsequent to settlement of this Contract provided that the amendments are consistent with the overall objectives of the Development.
- 15.6. The Purchaser must not do anything which contravenes the Design Guidelines (as amended from time to time) without having first obtained the prior written consent of the Vendor, its delegated agents or the Design Assessment Panel.
- 15.7. The Purchaser hereby authorises the Vendor or its agent to enter upon and have access over the Land at any time for the purpose of rectifying any breach of this special condition and the Purchaser shall pay the Vendor's reasonable costs in doing so. Entry upon the Land in accordance with this special condition shall not constitute trespass and the Purchaser shall not make any claim against the Vendor arising from such entry or access.
- 15.8. The Vendor shall make copies of the current Design Guidelines available to the Purchaser via mail, email or at the office of the Vendor's delegated agents or the Design Assessment Panel.
- 15.9. The Purchaser must:
 - 15.9.1. commence construction of the dwelling house within 18 months of the date of settlement of this Contract;
 - 15.9.2. complete construction of the dwelling house and obtain an occupancy permit within 12 months of the commencement of the construction which shall be deemed to be the date of the issue of the building permit for a dwelling on the Land;
 - 15.9.3. not leave the building works incomplete for more than three months without work being carried out;
 - 15.9.4. complete the construction of a driveway prior to the issuing of an occupancy permit for a dwelling on the Land;
 - 15.9.5. except where the Purchaser is eligible to receive the Landscape Works in accordance with special condition 31, submit landscape plans which provide for a high standard of presentation and are in conformity with the Design Guidelines to the Vendor or the Design Assessment Panel for approval before the commencement of any landscaping works;
 - 15.9.6. except where the Purchaser is eligible to receive the Landscape Works in accordance with special condition 31, complete landscaping to the front of any dwelling house in accordance with the approved landscape plans referred to in special condition 15.9.5 within three months of the issuing of an occupancy permit for a dwelling on the Land;
 - 15.9.7. immediately rectify, at the Purchaser's expense and to the satisfaction of the Vendor, any damage to any footpath, curb, nature strip landscaping and other Council assets adjacent to the Land which is caused as a result of construction activities conducted

by the Purchaser or its agents, contractors and representatives on or around the Land;

15.9.8. pay to the Vendor upon demand any costs incurred by the Vendor to rectify any damage to any footpath, curb, nature strip landscaping and other Council assets adjacent to the Land which is caused as a result of construction activities conducted by the Purchaser or its agents, contractors and representatives on or around the Land;

15.9.9. keep the Land tidy and presentable at all times while the Land is vacant including regularly mowing any grass on the Land; and

15.9.10. comply at all times with the Restrictive Covenants.

15.10. The Purchaser must not allow any rubbish including site excavations and building materials to accumulate on the Land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Land.

15.11. The Vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal any rubbish, grass or weeds that accumulate in breach of this special condition and the Purchaser shall pay the Vendor's reasonable costs in doing so.

16. TELECOMMUNICATIONS SERVICES

16.1. The Purchaser acknowledges that:

16.1.1. the Vendor is not responsible for the connection of telecommunications services to the Land beyond making the Land ready for connection to telecommunications services in accordance with the telecommunications network or service provider nominated by the Vendor;

16.1.2. the Vendor has no control over the timing of the connection of telecommunications services to the Land which is solely the responsibility of the telecommunications network or service provider engaged to connect such services; and

16.1.3. if the telecommunications network or service provider has not connected telecommunication services to the Land when such services are required Telstra or such other provider as may be declared by the relevant authority is required to do so.

16.2. The Purchaser will make no objection or claim any compensation against the Vendor in respect of the timing or type of telecommunication service provided to the Land or the location of telecommunication infrastructure on, around or in the Land.

17. CAVEAT OR PRIORITY NOTICE

17.1. The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat or priority notice over any certificate of title relating to the Land or the land of which the Land forms a part of.

17.2. The Purchaser acknowledges that a breach of special condition 17.1:

17.2.1. may delay or prevent registration of the Plan by the Registrar of Titles;

17.2.2. may delay or prevent settlement by the Vendor of sales of all or some of the lots on the Plan; and

17.2.3. to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other Contract of sale on the Plan or any agreement relating to the financing of the Development.

17.3. The Purchaser irrevocably appoints the Vendor's Legal Practitioner as its attorney to sign and lodge a withdrawal of any caveat or priority notice lodged by the Purchaser in breach of special condition 17.1.

18. LAWS AND RESTRICTIONS

18.1. The Purchaser buys the Land subject to:

- 18.1.1. all registered, unregistered and implied easements, covenants and Restrictive Covenants (if any) including those disclosed in the vendor's statement attached to this Contract;
- 18.1.2. the requirements of any planning permit or consent which has been granted in respect of the land by any responsible authority;
- 18.1.3. any restrictions imposed on the Land by any law, regulation, by-law, scheme, order, notice or recommendation from any responsible authority affecting the Land;
- 18.1.4. the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Development including, but not limited to, an agreement under section 173 of the PAE Act which the Purchaser irrevocably authorises and consents to the Vendor entering into; and
- 18.1.5. all other encumbrances and like restrictions disclosed or contemplated by this Contract, the Plan or the Design Guidelines.
- 18.2. The Purchaser acknowledges that:
 - 18.2.1. a Community Infrastructure Levy may be payable in respect of the Land; and
 - 18.2.2. approval for construction of any works on the Land (including a dwelling) may not be granted by Council until such time as the Community Infrastructure Levy has been paid.
- 18.3. The Purchaser must pay any Community Infrastructure Levy payable in respect of the Land when the Community Infrastructure Levy is due.
- 18.4. The Purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by this special condition.

19. SUBDIVISION ACT

The Purchaser agrees and acknowledges that the Land is sold subject to the provisions of the Subdivision Act and purchases the Land subject to any easements, covenants or similar encumbrances affecting the Land, including those required by this Contract, created or implied by the Subdivision Act and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to those easements, covenants or encumbrances.

20. SALE OF LAND ACT

The Vendor and the Purchaser agree and acknowledge that:

- 20.1. section 10(1) of the Sale of Land Act will not apply to this Contract in respect of the final location of any easement on the Plan or any stage of it;
- 20.2. easements for services may need to be created at any time during the term of this Contract; and
- 20.3. lot boundaries may need to be realigned to accommodate services.

21. INDEMNITY

To the full extent permitted at law, the Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- 21.1. breach or non-performance of this Contract by the Purchaser;
- 21.2. breach of warranty under this Contract by the Purchaser; or
- 21.3. any act or omission that occurs after the settlement date concerning the Land, any fixtures and fittings or other goods sold with the Land.

22. ASSIGNMENT

- 22.1. The Vendor may assign its rights and obligations under this Contract to a third party.
- 22.2. The Purchaser consents to any such assignment by the Vendor and:
 - 22.2.1. acknowledges that the Vendor will require the Purchaser to enter into a deed of assignment under which the Purchaser agrees to perform all of the Purchaser's obligations under this Contract for the benefit of the third party assignee;
 - 22.2.2. must sign and return the deed of assignment to the Vendor within five Business Days of receiving the deed of assignment from the Vendor or the Vendor's Legal Practitioner.

23. HEAD CONTRACT

- 23.1. In the event that the Head Contract is not completed or is terminated for any reason:
 - 23.1.1. the Vendor may end this Contract at any time by providing written notice to the Purchaser;
 - 23.1.2. the Deposit must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract; and
 - 23.1.3. the Purchaser will not make any claim or take any action against the Vendor in respect of any loss, damage, liability, claim, suit, demand or action incurred or suffered by the Purchaser in any respect as a direct or indirect result of the ending of this Contract pursuant to this special condition.
- 23.2. For the purposes of this special condition, Head Contract means the Contract of Sale dated 11 April 2017 between Erskine Super Warrant Nominees No 3 Pty Ltd and Exford Road Properties Pty Ltd in respect of the purchase of the land known as Lot 2 on PS623039X being the land described in Certificate of Title Volume 11118 Folio 725.

24. NOMINATION BY PURCHASER

- 24.1. The Purchaser may nominate a substitute or additional transferee subject to the Purchaser strictly complying with the terms of this special condition 24 subject at all times to special condition 24.1.
- 24.2. The Purchaser must obtain the Vendor's prior written consent before nominating any substitute or additional transferee.
- 24.3. The Purchaser must request the Vendor's consent to the nomination of a substitute or additional transferee at least 10 Business Days before the date of settlement of this Contract and the Purchaser must deliver to the Vendor's Legal Practitioner:
 - 24.3.1. a written statement which truthfully and accurately confirms:
 - 24.3.1.1. the name and address of each substitute or additional transferee;
 - 24.3.1.2. the nature of the relationship between the Purchaser and each substitute or additional transferee;
 - 24.3.1.3. the value of the consideration that any substitute or additional transferee paid or will pay to the Purchaser for the right to be nominated as a substitute or additional transferee (if any);
 - 24.3.2. a copy of a nomination agreement executed by the nominee and the Purchaser;
 - 24.3.3. a new transfer of land in the correct and registrable form duly signed by each proposed transferee;
 - 24.3.4. if the nominee is a corporation as defined in the Corporations Act an original Guarantee and Indemnity (in the form attached to this Contract at Annexure A but including changes necessary by reason of the nomination) signed by each of its directors; and
 - 24.3.5. if the nominee is an individual or individuals acting in their capacity as the trustee of a trust, a Guarantee and Indemnity (in the form attached to this Contract at

Annexure A but including changes necessary by reason of the nomination), executed by the trustee in their personal capacity.

- 24.4. The Vendor's consent to any request by the Purchaser to nominate a substitute or additional transferee may be withheld by the Vendor at its absolute discretion.
- 24.5. The Vendor will not unreasonably withhold consent to any request by the Purchaser to nominate a substitute or additional transferee where the nominee is a spouse (including de facto spouse), parent, sibling or child of the Purchaser.
- 24.6. If the Vendor consents to the Purchaser's requested nomination, the Vendor will provide written confirmation to the Purchaser together with a deed prepared by the Vendor's Legal Practitioner in accordance with special condition 28.2 of this Contract and the Purchaser must on or before settlement of this Contract:
 - 24.6.1. provide the Vendor with two copies of the deed duly signed by the nominee and the Purchaser; and
 - 24.6.2. pay the Vendor's costs in preparing the deed referred to in special condition 28.2 of this Contract in the amount of \$200.00 (plus GST).
- 24.7. If the Purchaser does not comply with the requirements of special condition 24.3 within 10 Business Days before the date of settlement of this Contract, the Purchaser shall be deemed to be in default of payment of the balance of the Price and such default is deemed to commence on the day on which settlement is due under this Contract and ends on the day that is 10 Business Days after the date that the Vendor or the Vendor's solicitor receives the transfer of land document appropriately executed by each proposed transferee.
- 24.8. If the Purchaser does not comply with the requirements of special condition 24.6 on or before the date of settlement of this Contract, the Purchaser shall be deemed to be in default of payment of the balance of the Price and such default is deemed to commence on the day on which settlement is due under this Contract and ends on the day that the Purchaser satisfies the requirements of special condition 24.6.
- 24.9. The Purchaser will remain personally liable for the due performance of all the Purchaser's obligations under this Contract regardless of the nomination of an additional or substitute transferee.

25. FOREIGN INVESTMENT REVIEW BOARD

- 25.1. The Purchaser warrants to the Vendor that:
 - 25.1.1. the Purchaser has not breached the Takeovers Act by entering into this Contract; and
 - 25.1.2. if necessary, before entering into this Contract the Purchaser has obtained approval from the FIRB to purchase the Land on the terms of this Contract.
- 25.2. The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, which the Vendor suffers, incurs or is liable for as a result of the Purchaser's breach of its warranty in this special condition.

26. DEFAULT

- 26.1. If the Purchaser breaches this Contract, without limiting any other rights or remedies the Vendor may have against the Purchaser, the Purchaser must pay or reimburse the Vendor on demand:
 - 26.1.1. all costs, charges and expenses incurred, whether directly or indirectly, by the Vendor as a result of the breach, including:
 - 26.1.1.1. any legal costs on a solicitor and client basis;
 - 26.1.1.2. any commission or other expenses claimed by the Vendor's agents relating to sale of the property;
 - 26.1.1.3. expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor; and

26.1.2. any other money payable under this Contract.

26.2. If the Purchaser defaults in payment of any money due under this Contract, the Purchaser must pay to the Vendor interest on the money overdue during the period of the default without the need for demand by the Vendor to the Purchaser and without prejudice to any other rights of the Vendor with such interest to be calculated at the rate of 2% above the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic).

26.3. If an Insolvency Event occurs in respect of the Purchaser, without limiting any other rights or remedies the Vendor may have against the Purchaser, the Vendor may rescind this Contract and retain the Deposit and any interest which has accrued on the Deposit.

26.4. The Purchaser acknowledges that the following items constitute a "reasonably foreseeable loss" for the purposes of general condition 25:

26.4.1. expenses payable by the Vendor under any existing loans secured over the Land or other property of the Vendor;

26.4.2. the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach; and

26.4.3. any commission or other expenses claimed by the Vendor's agents relating to sale of the Land.

27. REPRESENTATIONS

27.1. The parties acknowledge and agree that no information, representation, promise or warranty provided, expressed, made or given prior to the Day of Sale has been or will be relied upon and will not be implied in this Contract and that this Contract is the sole and full record of the agreement between the parties.

27.2. The Purchaser acknowledges and agrees that the contents of any promotional material created or commissioned by the Vendor in respect of the Development or the Land does not constitute promises or representations by the Vendor to the Purchaser.

28. RESALE OF PROPERTY BY PURCHASER

28.1. The Purchaser must not until after settlement of this Contract sell, advertise for sale, transfer, assign, mortgage or otherwise encumber the Land without the Vendor's written consent, which may be withheld in the Vendor's absolute discretion or granted subject to conditions.

28.2. If the Purchaser sells, transfers or otherwise disposes of the Land before an occupancy permit has issued for a dwelling on the Land or completion of fencing on the Land in accordance with the Design Guidelines, the Purchaser must enter into and procure the proposed Purchaser, disposee or transferee to enter into a deed prepared by the Vendor's solicitors at the Purchaser's cost with the Vendor under which the subsequent Purchaser, disposee or transferee agrees to comply with the Purchaser's obligations under this Contract.

29. PRIVACY

The Purchaser consents to the collection, use and disclosure of Personal Information relating to the Purchaser by the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner for:

29.1. the purpose of complying with the Vendor's obligations under this Contract and to enforce the Vendor's rights under this Contract;

29.2. disclosure to third parties who are engaged by the Vendor or owners of adjoining property for the purpose of assisting them in complying with their obligations and enforcing any rights in relation to the Land;

29.3. disclosure to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Land; and

29.4. disclosure to any party who has a right to share in the monies paid or payable to the Vendor under this Contract.



30. UNENFORCEABLE PROVISIONS

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

- 30.1. where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and
- 30.2. in any other case, the provision must be severed from this Contract and the remaining provisions of this Contract will operate as if the severed provision had not been included.

31. LANDSCAPING

- 31.1. The Vendor will provide the Landscape Works to the Purchaser in accordance with this special condition 31.
- 31.2. At the time of signing this Contract, the Purchaser may select one Landscape Option where indicated in the Particulars of Sale in this Contract by ticking one of the Landscape Option boxes.
- 31.3. The Vendor is only required to complete the Landscape Works to the extent that those Landscape Works:
 - 31.3.1. correspond to the Landscape Option selected by the Purchaser in the Particulars of Sale in this Contract; and
 - 31.3.2. are described in the corresponding Landscape Plan.
- 31.4. The parties agree that before the Vendor is required to commence any Landscape Works, the Purchaser must:
 - 31.4.1. complete construction of a dwelling on the Land in compliance with all planning and building controls and this Contract;
 - 31.4.2. complete construction of side boundary fencing, driveway and any paved areas to the Land;
 - 31.4.3. remove all rubbish, rubble and vegetation within the area to be landscaped;
 - 31.4.4. provide a level grade;
 - 31.4.5. provide a clear path free of obstructions to access the area to be landscaped;
 - 31.4.6. provide a conduit underneath the driveway for irrigation as required for any future irrigation systems; and
 - 31.4.7. lodge a written application to the Vendor confirming compliance with special conditions 31.4.1 to 31.4.6 inclusive with a copy of the occupancy permit for the dwelling within 24 months of the day of settlement of this Contract.
- 31.5. The Vendor will complete the Landscape Works in the following manner:
 - 31.5.1. the Vendor must commence the Landscape Works within 6 months of the Purchaser complying with special condition 31.4.7;
 - 31.5.2. the Vendor will engage contractors to complete the Landscape Works; and
 - 31.5.3. the Purchaser grants to the Vendor and its Contractors, employees, agents and consultants a license to enter upon and occupy such parts of the Land as are necessary to complete the Landscape Works.
- 31.6. The Purchaser acknowledges and agrees that:
 - 31.6.1. if the Purchaser fails to satisfy any of its obligations under this special condition 31, then the Purchaser is not entitled to, and the Vendor is no longer required to provide, the Landscape Works;
 - 31.6.2. the Vendor retains absolute discretion, including but not limited to the appointment of contractors to perform, the selection of materials for use in, and location of, Landscape Works;



- 31.6.3. the products and materials used in the Landscape Works are subject to seasonal variation;
- 31.6.4. any plans depicting the Landscape Works (including the Landscape Plans) are indicative representations only; and
- 31.6.5. that the Landscape Works will not include driveway construction, fencing, retaining walls, letterbox, concrete paving, outdoor lighting or any form of maintenance after completion.
- 31.7. The Purchaser releases the Vendor from any costs, liabilities, losses, claims or damages incurred by the Purchaser as a result of anything done in connection with the Landscape Works undertaken on the Land in accordance with this special condition 31.
- 31.8. After completion of the Landscape Works, the Purchaser:
 - 31.8.1. is wholly responsible for any irrigation, watering and maintenance requirements; and
 - 31.8.2. must not make any claim for compensation or any other claim against the Vendor in respect of the Landscape Works.
- 31.9. Despite any terms to the contrary in this Contract, the Vendor shall not be obligated to provide the Landscape Works if the Purchaser:
 - 31.9.1. does not select a Landscape Option in accordance with special condition 31.2 of this Contract; or
 - 31.9.2. selects more than one Landscape Option at the time of signing this Contract.

32. ELECTRONIC CONVEYANCING

- 32.1. For the purposes of this special condition 32:
 - 32.1.1. **Electronic Conveyancing National Law** means the legislation outlined in the *Electronic Conveyancing (Adoption of National Law) Act 2013* (Vic).
 - 32.1.2. **Electronic Network Operator** has the same meaning as in section 15 of the Electronic Conveyancing National Law.
 - 32.1.3. **Lodgement** means the lodging of documents for registration at Land Use Victoria.
 - 32.1.4. **Subscriber** has the same meaning as in the Electronic Conveyancing National Law.
- 32.2. **Parties to use E-conveyancing**
Each party must:
 - 32.2.1. be, or engage a representative who is, a Subscriber for the purposes of the Electronic Conveyancing National Law;
 - 32.2.2. 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
 - 32.2.3. conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 32.3. **Use of Workspace**
 - 32.3.1. The Vendor must open the electronic workspace (**Workspace**) as soon as reasonably practicable after the Day of Sale.
 - 32.3.2. The Vendor must nominate a time of the day for locking of the Workspace at least 5 Business Days before the due date for settlement.



32.3.3. The parties agree that the Workspace is an electronic address for the service of notices and for written communications for the purposes of any legislation relating to electronic transactions.

32.4. **Settlement**

32.4.1. Settlement occurs when the Workspace records that:

32.4.1.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

32.4.1.2 if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Property have been accepted for electronic lodgement.

32.4.2. If settlement in accordance with special condition 32.4.1 has not occurred by 4:00pm, the parties must do everything reasonably necessary to effect settlement electronically on the next Business Day.

32.4.3. Each party must do everything reasonably necessary and without delay to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

32.4.4. The Vendor must before, or immediately following, settlement:

32.4.4.1 deliver any keys, security devices and codes (**Keys**) for the Property and any other physical documents and items to which the Purchaser is entitled at settlement (**Documents and Items**) to the Vendor's Agent or the Vendor's Subscriber; and

32.4.4.2 direct the Vendor's Agent or the Vendor's Subscriber (as the case may be) to give the Keys and Documents and Items to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's Subscriber or the Electronic Network Operator.

32.5. **Conversion to Paper-Based Settlement**

If, at any time after the Day of Sale, a party reasonably believes that settlement and Lodgement can no longer be conducted electronically, that party must immediately give notice in writing to the other party to that effect, in which case:

32.5.1. the parties shall effect a paper based settlement as soon as possible; and

32.5.2. the parties shall have no rights or claims against each other due to settlement converting to a paper based settlement, other than as set out in special conditions 32.6 and 32.7.

32.6. **If the Purchaser requests Paper-Based Settlement**

If the Purchaser gives notice to the Vendor under special condition 32.5:

32.6.1. the Vendor shall be entitled to postpone settlement until the Vendor is able to effect a paper based settlement;

32.6.2. the Purchaser must pay interest in accordance with the Contract from the Settlement Date until the date that settlement is effected; and

32.6.3. the Purchaser must pay all costs incurred by the Vendor in converting to a paper based settlement including, without limitation:

32.6.3.1 the costs of preparing and arranging for execution of paper settlement documents;



32.6.3.2 attendance at settlement by the Vendor's Legal Practitioner;

32.6.3.3 nominating electronic Land Use Victoria documents to paper documents and paying any costs associated therewith; and

32.6.3.4 liaising with relevant financial institutions.

32.7. If the Vendor requests Paper-Based Settlement

If the Vendor gives notice to the Purchaser under special condition 32.5:

32.7.1. the Purchaser shall be entitled to postpone settlement until the Purchaser is able to effect a paper based settlement; and

32.7.2. if the Purchaser postpones settlement under special condition 32.7.1, the Purchaser will not be required to pay interest in accordance with the Contract.



FORM 2
Estate Agents Act 1980
 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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



- 3.2 The Purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the Vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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



- 7.9 If the Purchaser receives a release under general condition 7.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The Purchaser must advise the Vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the Purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the Purchaser must pay the Vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay:
 as though the Purchaser was in default.
- 7.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

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

MONEY

10. Settlement

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



11. Payment

- 11.1 The Purchaser must pay the deposit:
- (a) to the Vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the Vendor's legal practitioner or conveyancer; or
 - (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the Vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision.
- 11.3 The Purchaser must pay all money other than the deposit:
- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the Purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

12. Stakeholding

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

13. GST

- 13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the Purchaser must pay to the Vendor any GST payable by the Vendor:
- (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this Contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this Contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this Contract is of land on which a 'farming business' is carried on:
- (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this Contract is a 'going concern':
- (a) the parties agree that this Contract is for the supply of a going concern; and



- (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be, registered for GST; and
- (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this Contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this Contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the Vendor.
- 14.2 The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
 - (d) is not in default under any other condition of this Contract when the notice is given.
- 14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the Vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the Vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the Vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this Contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by:
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The Purchaser may nominate a substitute or additional transferee, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.



19. Liability of signatory

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

20. Guarantee

The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.

21. Notices

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

22. Inspection

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

23. Terms Contract

23.1 If this is a 'terms Contract' as defined in the **Sale of Land Act 1962**:

- (a) any mortgage affecting the land sold must be discharged as to that land before the Purchaser becomes entitled to possession or to the receipt of rents and profits unless the Vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

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

24. Loss or damage before settlement

24.1 The Vendor carries the risk of loss or damage to the property until settlement.

24.2 The Vendor must deliver the property to the Purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the Vendor after settlement.

24.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.



25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The Contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the Contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the Contract ends by a default notice given by the Purchaser:
 - (a) the Purchaser must be repaid any money paid under the Contract and be paid any interest and reasonable costs payable under the Contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the Purchaser may also recover any loss otherwise recoverable.
- 28.4 If the Contract ends by a default notice given by the Vendor:
 - (a) the deposit up to 10% of the price is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the Vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the Vendor may within one year of the Contract ending either:
 - (i) retain the property and sue for damages for breach of Contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the Vendor may retain any part of the price paid until the Vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.
- 28.5 The ending of the Contract does not affect the rights of the offended party as a consequence of the default.



*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

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

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

Annexure A

GUARANTEE AND INDEMNITY

GUARANTEE AND INDEMNITY

TO: Exford Road Properties Pty Ltd ACN 618 510 302 (Vendor)

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule attached to this Guarantee (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. The Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. This Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. This Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the guarantor.
- D. This Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. This Guarantee shall at all times be valid and enforceable against the Guarantor notwithstanding:
 - (a) that the Contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
 - (b) that the Purchaser was prohibited (whether expressly or by implication) by law Contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof.
 - (c) that the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.

- G. Until the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. Any demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. This Guarantee shall endure for the benefit of the Vendor and its successors and transferees.
- K. For the consideration aforesaid and as a separate and coverable covenant the Guarantor hereby agrees to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. Notwithstanding anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor: Exford Road Properties Pty Ltd ACN 618 510 302
57 Queen Street, Bendigo VIC 3550

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals
this _____ day of _____

2018.

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

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

Annexure B

SEVENTH BEND DESIGN GUIDELINES

EXFORD ROAD

design guidelines



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1.0 INTRODUCTION & DESIGN PROCESS

1.1 Exford Road Melton Vision & Masterplan

The Exford Road master plan features a diverse mixture of lot types, intended to cater for a wide range of homebuyers. A consistent aesthetic theme throughout the community will allow dwellings on varying lot types to integrate with each other.

Design principles representing contemporary Australian architecture will encourage unique design solutions, a variety of built form and the development of a diverse and inviting neighbourhood.

An abundance of design options are available to today's home builder, including a variety of construction materials and finishes which are developed to increase the functionality, livability and efficiency of a dwelling. The design process should consider a variety of factors relating to aesthetic appearance, durability of materials, running costs, environmental sustainability, as well as resulting comfort and lifestyle.



1.2 Developers Approval (DA)

Approval is required from the Design Assessment Panel (DAP), administered by Urbtech Management on behalf of the developer, for the construction of all new dwellings, garages, fences, sheds and any other structures on any allotment within Exford Road.

Upon receiving approval from the DAP, the applicant must then obtain building approval for the dwelling from the Local Council / independent Building Surveyor and/or any other governing authority. It is the responsibility of the applicant to ensure all proposed works meet relevant Authority approvals and the required permits are obtained.

The DAP will endeavor to ensure that all proposed works are compliant with the Design Guidelines. The Design Guidelines should be read in conjunction with any relevant Covenants.

The DAP will assess all designs and endorse the submission documents if they are compliant with the Design Guidelines. Any conditions imposed by the DAP must be complied with.

If the design submission does not comply with the Design Guidelines, the DAP will advise the applicant on the areas of non-compliance. Applicants will then be required to submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the DAP. The DAP also reserve the right to waive or vary any requirement of the Design Guidelines.

The DAP will endeavor to assess proposals within 10 business days.



1.2 Developers Approval (DA)

1

**Purchase
Your Land**

It is the responsibility of the applicant to ensure that the full approval process is followed.

2

**Design your
Dwelling**

*In accordance with:
Design Guidelines & Covenants,
ResCode, Local Council requirements,
Victorian Building Regulations and all
other relevant Authority requirements*

3

**Submit
Plans for
Developers
Approval**

*Non-compliant submissions
must be amended and
re-submitted to the DAP*

4

**Receive
Developers
Approval**

*Any changes made to the documents
approved by the DAP must be submitted
for re-approval. (Lots with an area of less
than 250m² may need to obtain a
Planning Permit prior to obtaining a
Building Permit.*

5

**Building
Permit**

*A Building Permit must be obtained
from Local Council or a recognised
Building Surveyor*

6

**Commence
Construction**

*You must comply with the
Design Guidelines & Covenants
as well as Local Council
requirements during all phases
of construction*

7

**Complete
Construction**

*Certificate of Occupancy must
be obtained from the Building
Surveyor prior to occupancy*

8

**Complete
Fencing,
Driveway &
Landscaping**

*Fencing must be completed prior to
occupancy. Driveway must be
completed within 3 months of
receiving your Certificate of
Occupancy. Landscaping must be
completed within 3 months of
receiving your Certificate of
Capacity.*

9

**Extensions &
Outbuildings**

*Any proposed extensions or outbuildings
that were not included within the
original submission to the DAP require
Developers Approval and may also
require relevant Authority approval
(such as a Building Permit). Developers
approval is only required if the extension
or outbuilding is to be built within 5
years from the date of settlement of your
allotment.*

1.3 Submission Requirements

A copy of the following must be submitted to the DAP, via email in PDF format.

1. **Completed compliance checklist**
(refer to section 7.1)
2. **Signed fencing template** (refer to section 7.2)
3. **Completed application form** (refer to section 7.3)
4. **Site Plan** (scale 1:200)
Must indicate all boundary setback dimensions, total site coverage and floor areas, site contours, north point, easements, vehicle crossover, driveway and other non-permeable surfaces, fencing details, ancillary items, any proposed outbuildings and details of any proposed retaining walls.
5. **Floor Plans** (minimum scale 1:100)
Must indicate all key dimensions, internal layout, including rooms, pergola, decks, terraces, balconies, verandahs, windows & doors, openings and ancillary items.
6. **Elevations** (minimum scale 1:100)
Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, ancillary items, existing ground levels, proposed earthworks and details of any proposed retaining walls.
Note: Plans & elevations must also be submitted for any proposed Verandahs, carports, sheds or similar.
Note: If submitted via the post, all plans must be provided in A3 format.
7. **External Colour & Material Selection** Must submit details of all proposed external colours and materials, including brands, colour names and colour swatches where possible.

For further enquiries, please contact the DAP on: (03) 96991001 or 0413137465

Submit all applications to:

mike@urbtech.com.au (all documents in pdf format)

OR

Design Assessment Panel L2, 158 City Road
SouthBank VIC 3006

1.4 Statutory Obligations

Together with the Design Guidelines and Covenants, it will be purchasers' responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

A Planning Permit is not required to construct one dwelling on a lot of between 250m²-300m² where an approved building envelope applies to the lot on the applicable Plan of Subdivision. Where a building envelope does not apply the SMLHC may be adopted to establish siting requirements and compliance.

Lots with an area of less than 250m² may be required to obtain a Planning Permit from Local Council. It is recommended that purchasers contact Council's Planning Department to discuss any applicable requirements: Melton City Council

Town Planning Department Phone: (03) 9747 7200

Office: 232 High Street, Melton VIC 3337

Approval from the DAP is not an endorsement that the plans comply with the above mentioned requirements.

2.0 Rescode

2.1 What is Rescode?

ResCode is a residential design code, introduced to protect Neighbourhood character. It applies to all land zoned for residential use across Victoria and covers buildings up to three storeys in height.

ResCode was implemented by the state government in 2001 as a result of negative community perceptions of the effects of its predecessor, the Good Design Guide for Medium Density Housing (GDG). The provisions of ResCode are incorporated into all Victorian local government planning schemes and the Victorian Building Regulations. In relation to these design guidelines, Clause 54 of the Melton Planning Scheme must be complied with.

2.2 Rescode & small lot housing code (SMLHC)

THE FOLLOWING MUST COMPLY WITH RESCODE (CLAUSE 54) AND IN THE CASE

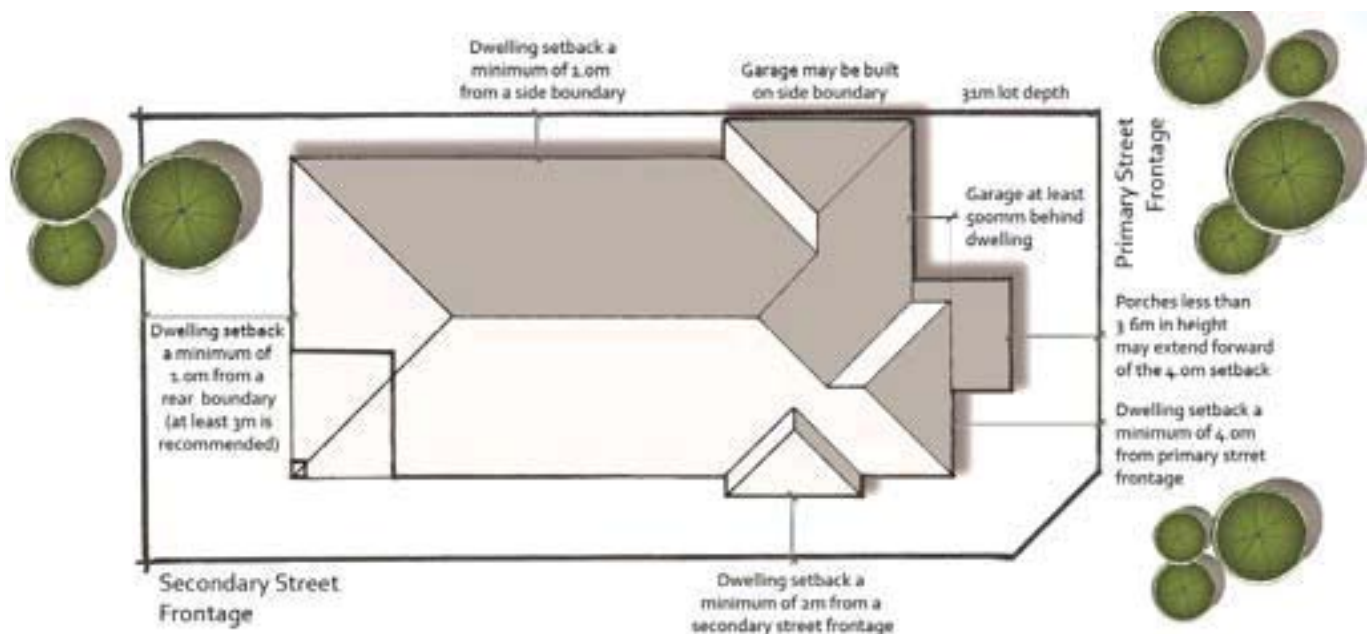
Of lots less than 300m² the SMLHC:

- Site coverage
- Dwelling Height
- Permeability
- Overlooking
- Setbacks

In addition, the following setbacks must be met:

- Excluding rear loaded lots, garages must be setback:
 - A minimum of 0.5m behind the dwelling façade.
 - A minimum of 5.0m from the street frontage.

EXAMPLE OF SETBACK REQUIREMENTS



3.0 Architectural Character

Architectural character of your dwelling should be modern and contemporary in nature. Mock reproductions of historical style homes are not permitted.

3.1 Facade Variation

Two dwellings of the same front façade shall not be built within 5 lots of each other, as determined by the DAP. (Only once a full set of plans has been approved will the restriction commence on neighboring lots).

3.2 Dwelling Design

Design details to be considered include:

- An entry features such as a porch
- Window configurations and positions
- Articulation of the floor plan and roof line
- The choice of external materials and finishes
- Pitched roofs at a minimum of 22 degrees
- Alternative roof forms such as skillion, flat, curved or gabled will be considered on

architectural merit.

Dwellings located on corner lots, or allotments adjoining a reserve must address both frontages, with the secondary façade to be visually consistent with the primary façade. Design details to secondary frontage must include:

- A Window to front corner of at least 1.5m²

And at least one additional design element as follows:

- Porches/porticos or verandahs
- Eaves return of at least 3m from primary façade
- External Materials matching primary façade
- Façade articulation and projections
- Pergolas
- Planter boxes and similar structures

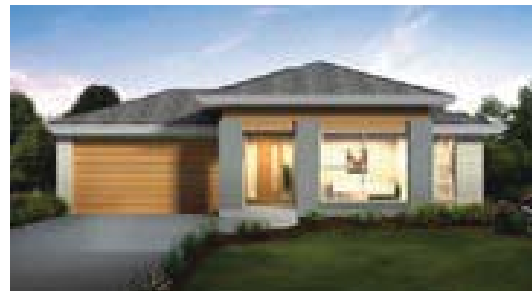
Lightweight cladding combined with masonry construction to create a contemporary finish
Interaction of horizontal and vertical elements
Balcony to increase articulation

EXAMPLE OF HOW FACADE VARIATION MAY BE ASSESSED BY THE DAP:



- *Dark blue lot denotes a façade that has already been approved by the DAP*
- *You cannot have an identical façade to the dark blue lot if you are building on a light blue lot*

EXAMPLES OF ENCOURAGED DESIGN SOLUTIONS



Consideration of external materials – timber to porch, matched with garage door selection. Consistent window configurations and appropriate sizing to eliminate blank walls. Large porch/dwelling projection to enhance visual interest and create variation to the roofline



3.3 Garages

All lots must provide vehicle accommodation in the form of an enclosed garage. Garages must be incorporated into main roof line of the dwelling and must not dominate the façade and must have a slim line, sectional, tilt or panel lift door to all street frontages, including garages located facing the secondary street frontage of a corner lot. Triple garages must be articulated by at least 500mm.

3.4 Minimum dwelling size

Dwellings must comply with the following:
(excludes garages, entry features, balconies, alfresco or other areas not enclosed on all sides)

| Lot Size | Minimum Dwelling Size |
|--------------------------------|-----------------------|
| Less than 350m ² | 90m ² |
| 350m ² – or greater | 120m ² |

3.5 External materials & colours

Roofs must be constructed from:

- Masonry, slate or terracotta tiles
- Colorbond.
- Other non-reflective materials may be considered

External walls should primarily be constructed from brickwork, masonry or rendered lightweight cladding materials. The use of materials such as natural stone, exposed timber or other feature cladding materials is encouraged for key design articulation elements.

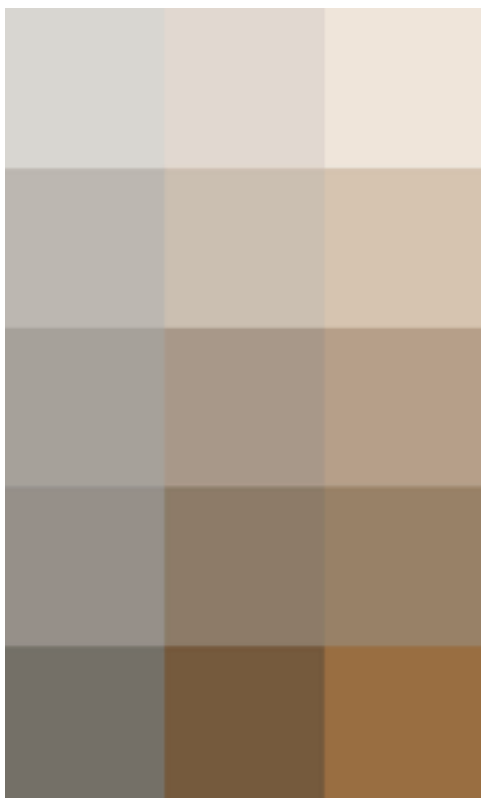
Unpainted and/or untreated metalwork is not permitted unless approved by the DAP. Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface

Reflective glazing is not permitted.

Natural, subdued colours which are consistent with the adjacent palettes must be used. Limited use of strong or bold colours may be used to emphasise a contemporary theme or to highlight a design feature.

The final decision relating to all external materials and colours will be at the discretion of the DAP.

BASE COLOUR EXAMPLES



ACCENT COLOUR EXAMPLES



3.6 Lot Specific Requirements

In response to the varying lot types within the master plan, the implementation of specific design requirements is necessary for some lots within Exford Road Estate.

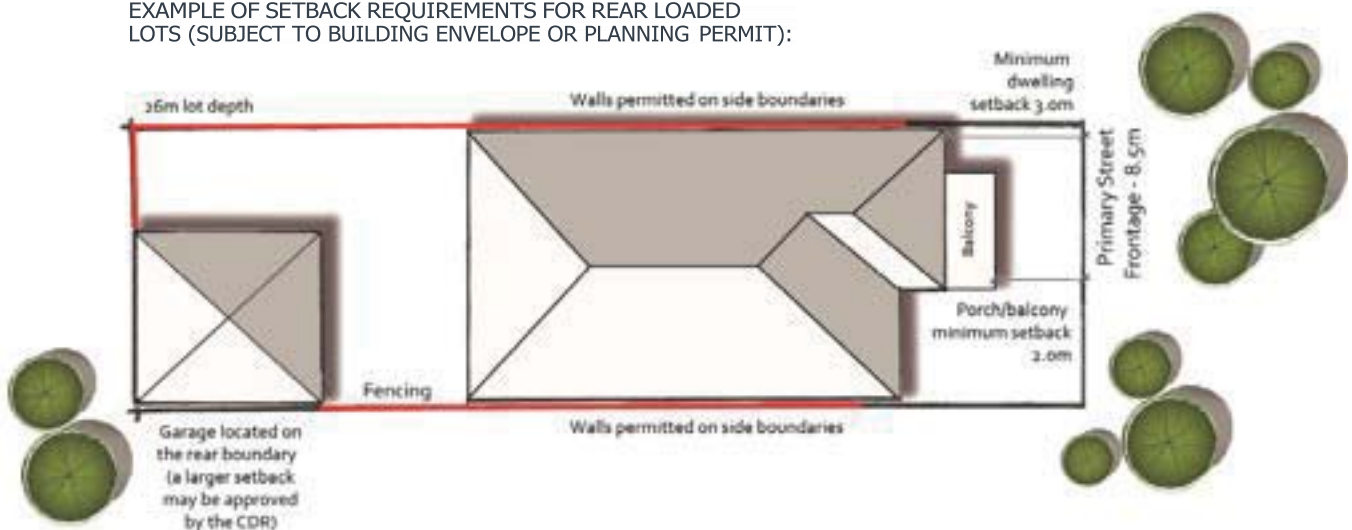
All allotments with an area of 250m² - 300m² or less have designated building envelopes. Dwellings on allotments with an area of less than 250m² may be required to obtain a Planning Permit from Local Council. Note: Dwelling designs on these allotments may vary from the requirements of section 2.1 and 2.2; however, this will be subject to approval from the DAP and Local Council.

Rear loaded allotments

The allotments shown in diagram 2 (below) are 'rear loaded' allotments. Dwellings on these lots must be designed to address the road or reserve frontage, with pedestrian access (the entry) located on this frontage. Garages must be located at the rear of these lots to allow vehicle access from the rear lane. Side elevations on corner lots must be designed to address the road or reserve side boundary, as per corner lot requirements.



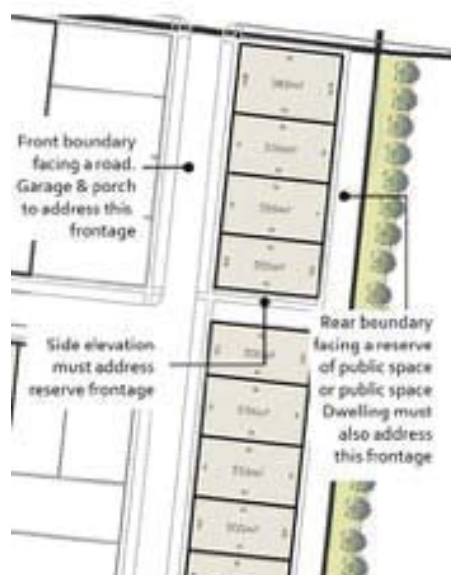
EXAMPLE OF SETBACK REQUIREMENTS FOR REAR LOADED LOTS (SUBJECT TO BUILDING ENVELOPE OR PLANNING PERMIT):



Fencing to reserve or public space frontages

Fence design must be to the satisfaction of the DAP.

Fencing must be constructed in order to define the allotment boundaries. Rendered brick piers with metal infill, timber slats or post and wire construction are some encouraged design solutions and fencing must be of a colour and material consistent with the colour and material palette contained within the approved design guidelines. A height of 1.2m and a minimum 30% transparency must be adhered to, unless specified otherwise in this document.



Lots with side boundary to reserve & Exford Road

For lots 101, 145, 130 & 430 side boundary fencing of 1.8m in height must not exceed 80% of the length of the side boundary commencing at the rear lot boundary. Garages must be located to the opposite side to the road reserve.

All walls visible from the public areas must be detailed in the same manner as the front elevation and must contain a window or windows at each level of at least 2m² in area forward of the side boundary fence and at least one of the following elements:

- Balcony, Portico or Veranda
- Wall feature matching material from the front façade

Secondary frontage fencing is to be set back a minimum of 4m from the dwelling's front facade or maximum of 80% of side boundary length commencing from the rear boundary, whichever is greater

EXAMPLE OF AN ENCOURAGED DESIGN SOLUTION FOR REAR LOADED LOTS (FRONT AND REAR ELEVATIONS)



Allotments with side boundary to reserve

Dwellings on lots 105 and 426 must address both their street frontage and park interface through an appropriate architectural response detailed below. Each dwelling must deliver positive engagement with the park through a responsive built form that promotes passive surveillance.

The building facade must address both park and street interfaces. Dwelling design must therefore incorporate both street and parkland facing elevations reading as one primary façade with associated windows, doors and articulation. Feature windows and detailing should continue from the primary facade and continue along the length of the secondary facade for the entirety of the park interface. The secondary facade should include a habitable room with a clear view to the adjacent park.

The dwelling must be setback a minimum of 2.0m from reserve/park boundary and must also be landscaped to include advanced-stock canopy trees.

Any fencing between the reserve/park and the dwelling must be a maximum height of 1.2m and a minimum 50% permeability (not including plinth or columns) to the satisfaction of DAP.

The garage must be located adjacent to the lot boundary at the side of the dwelling, under the main dwelling roof and positioned on the opposite side to the park so that it is not located directly adjacent to a boundary abutting public open space.

Corner lot treatments

Secondary street frontage fencing is to be set back a minimum of 4m from the dwelling's front facade with a minimum 2sqm window employed at the dwelling's corner to engage with the secondary frontage.

High quality fencing treatments should be employed on secondary frontages consistent with the colour and material palette. Maximum height is 1.8m for side fencing.

Corner dwellings must address both their primary and secondary street frontages through the use of wrap around verandahs, feature windows and architectural detailing.

Corner dwellings should include a habitable room with a clear view to secondary streetscapes.

Materials and articulation treatments used on a corner dwelling's front facade should continue onto other facades facing the secondary streetscape through the use of openings, balconies, variation of materials, recessed and projected elements on ground and upper floors. This will reduce the overall mass of the buildings.



4.1 Solar heating panels

If installing solar heating panels, they should be located on roof planes not visible from public areas. Where visible from public areas, their installation will be assessed having regard to scale, form and colour.

Solar panels used for hot water must be fitted flush with the roof line and storage tanks must be located on the ground. Solar panels to be used for electricity generation and connected to the electricity grid must be fitted flush with the roof line and should not exceed a maximum of 6-8 panels measuring 1575mm x 826mm each.

Solar panels should all be located on a single roof elevation and face North. Where North faces the primary street frontage, panels must be located on the West roof elevation. If North is facing the secondary street frontage of a corner lot, the panels may be approved by DAP

4.2 Rainwater tanks

Rainwater storage and all associated fixtures will be encouraged (but are not mandatory); however they must be located in a position that is not visible from public areas and coloured to match the dwelling.

For more information regarding rainwater tanks, please contact Department of Sustainability and Environment (DSE):

Website: www.water.vic.gov.au Phone: 136 186

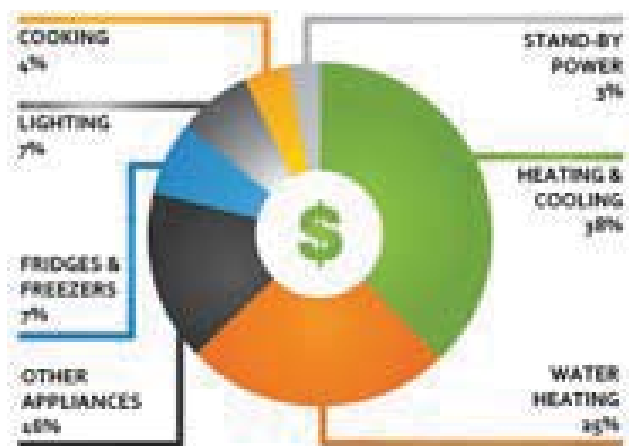


4.3 Energy ratings

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

4.4 Roof evaporative air conditioning units

Must not be visible from primary street frontage and must match roof colour and positioned below roof ridge line.



5.0 Driveways, fencing & landscaping

5.1 Driveways

Driveways from the front allotment boundary to the setback of the garage must be fully constructed within 3 months of receiving your Certificate of Occupancy.

All driveways and other concreted areas within the front yard must be constructed from either:

- Masonry pavers
- Exposed aggregate,
- Coloured concrete
- Stamped or stenciled masonry surface

Driveways must be tapered to match crossover width and must be setback at least 400mm from the closest side boundary to allow for a landscaping strip.

EXAMPLES OF APPROVED DRIVEWAY FINISHES:



5.2 Boundary fencing

All side and rear boundary fencing must be constructed from treated pine, to an approximate height of 1.9m, plus an additional 50mm

to the top of the posts.

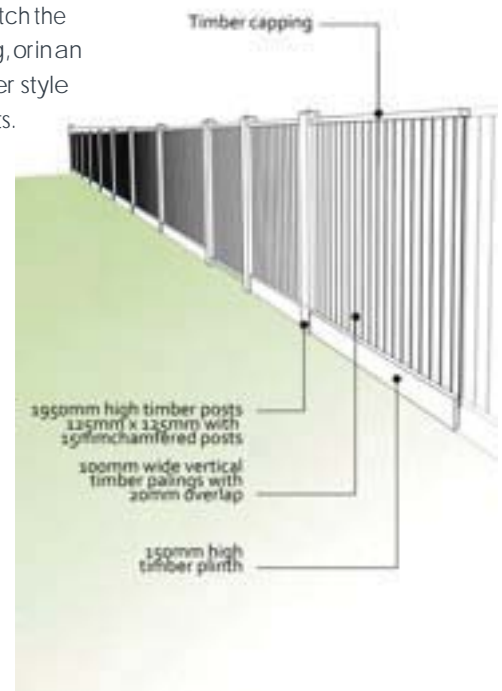
- Palings must be 1.7m in height
- Timber plinth must be 150mm X 38mm
- Timber posts spaced a maximum 2700mm apart (posts exposed to both sides of the fence)
- Timber posts must be 125mm X 125mm, 1.95m in height
- 15mm chamfered top to posts
- 3 X rails, 75mm X 50mm
- Capping (maximum 45mm thick)

Side boundary fencing must finish a minimum of 1.0m behind the adjacent frontage building line.

Side boundary fencing along the secondary frontage of a corner lot must finish a minimum of 5.0m behind the adjacent frontage building line.

Side boundary fencing must return to abut the dwelling (wing fencing). Wing fencing must be constructed to match the Boundary fencing, or in an alternative timber style such as timber slats.

No fencing shall be constructed in the front yard or forward of the building line (excluding those lots mentioned in section 3.6).



Refer to section 7.2 for further information regarding boundary fencing location requirements.

5.3 Landscaping

Residents are encouraged to incorporate plants which are drought tolerant and native to the local areas. Local nurseries are an excellent source of advice on species selection and plant availability within the area.

The minimum front landscaping works will include:

- 5.3.1 Fine grading and shaping of landscaped and lawn areas.
- 5.3.2 Garden beds comprised of pebbles or mulch
- 5.3.3 Small areas of lawn
- 5.3.4 At least 10 plants/shrubs
- 5.3.5 At least 1 advanced tree (2.0m minimum mature height).

Landscaping of your front garden must be completed within 3 months of receiving your Certificate of Occupancy.

Letterboxes must be designed to match and compliment the dwelling design. Single post supporting letterboxes will not be permitted.

EXAMPLES OF ENCOURAGED LANDSCAPING OPTIONS:



6.0 Outbuildings & ancillary items

6.1 Sheds

Sheds are to comply with the following:

- A maximum floor area of 15m²
- A maximum wall height of 2.4m
- A maximum height of 3.0m at the roof ridge
- Constructed from the same materials as the dwelling, or colorbond
- Must be screened from any street and/or public view

An encouraged solution is to include a storage area within the garage design. Should it be necessary to store boats, trailers or any similar vehicles, an appropriate carport out of public view should be considered.

6.2 Extensions

Any proposed extensions (such as verandahs and carports) or additional buildings must be submitted to the DAP for approval. The DAP will assess these on their merits. Developers Approval is only required if the extension or outbuilding is to be constructed within 5 years from the date of settlement of your allotment.

6.3 Ancillary items

Unightly services and other ancillary items must be located out of public view where possible and of an appropriate size, colour and finish. This would include items such as:

- External plumbing (excluding gutters & downpipes)
- Evaporative cooling units
- Split system heating/cooling units
- Antennae and aerals
- Satellite dishes
- Clothes lines
- Meter boxes
- Hot water units

Metal security shutters or fabric awnings to windows are not permitted.

EXAMPLES OF STRUCTURES THAT REQUIRE APPROVAL FROM THE DAP:



7.0 Gaining developers approval



7.1 Compliance checklist

Setbacks

- ☐ Site coverage complies with ResCode (Clause 54 of Council's Planning Scheme).
- ☐ Dwelling height complies with ResCode (Clause 54 of Council's Planning Scheme).
- ☐ Permeability complies with ResCode (Clause 54 of Council's Planning Scheme).
- ☐ Overlooking complies with ResCode (Clause 54 of Council's Planning Scheme).
- ☐ Setbacks comply with ResCode (Clause 54 of Council's Planning Scheme).
- ☐ Garage is setback at least 0.5m behind the dwelling (for lots with a depth of 32m or less)
- ☐ Garage is setback at least 1.0m behind the dwelling (for lots exceeding a depth of 32m)

Façade Variation

- ☐ Front façade design is not the same as any existing home within 5 lots of your dwelling.

Dwelling Design

- ☐ Built form is to be consistent with existing Neighbourhood character and contemporary instyle
- ☐ Dwelling design does not include any external traditional features (historical detailing/decoration)
- ☐ Pitched roof forms are a minimum of 22 degrees
- ☐ Alternative roof forms complement the dwelling design
- ☐ A dwelling on a corner lot or an allotment adjoining a reserve addresses the secondary frontage with features that match the primary façade
- ☐ Vehicle accommodation in the form of an enclosed garage has been provided
- ☐ Garage does not dominate the front façade and is constructed using materials and colours which reflect the overall architectural theme of the dwelling.
- ☐ Garage displays a slim line, sectional, tilt or panel lift door to all street frontages.
- ☐ Triple garage is articulated

Minimum Dwelling Size

- ☐ Dwelling complies with relevant minimum floor area

External Materials & Colours

- ☐ External colours are primarily neutral, muted tones (red, orange, blue, green or similar tones are not permitted for roofs) Roof material is masonry, slate or terracotta tiles or colorbond
- ☐ Lot Specific Requirements (if applicable)
- ☐ Dwelling complies with relevant design and orientation requirements

Solar Panels

- ☐ Solar panels are positioned to minimize visual impact on the streetscape
- ☐ When panels are located on roof planes facing a road or public space, the dwelling roof must be a dark colour to blend with the panels

Rainwater Tanks

- ☐ Details of any proposed rainwater tanks are indicated on the plans

Recycled Water

- ☐ The dwelling will connect to the recycled water system

Energy Ratings

- ☐ The dwelling will comply with all relevant energy rating requirements as currently legislated

Driveways

- ☐ Driveway will be fully constructed within 3 months of the issue of the Certificate of Occupancy
- ☐ Driveway and other concreted areas within the front yard are constructed from an approved finish (no plain/natural concrete)
- ☐ Driveway is setback at least 400mm from the closest side boundary

Boundary Fencing

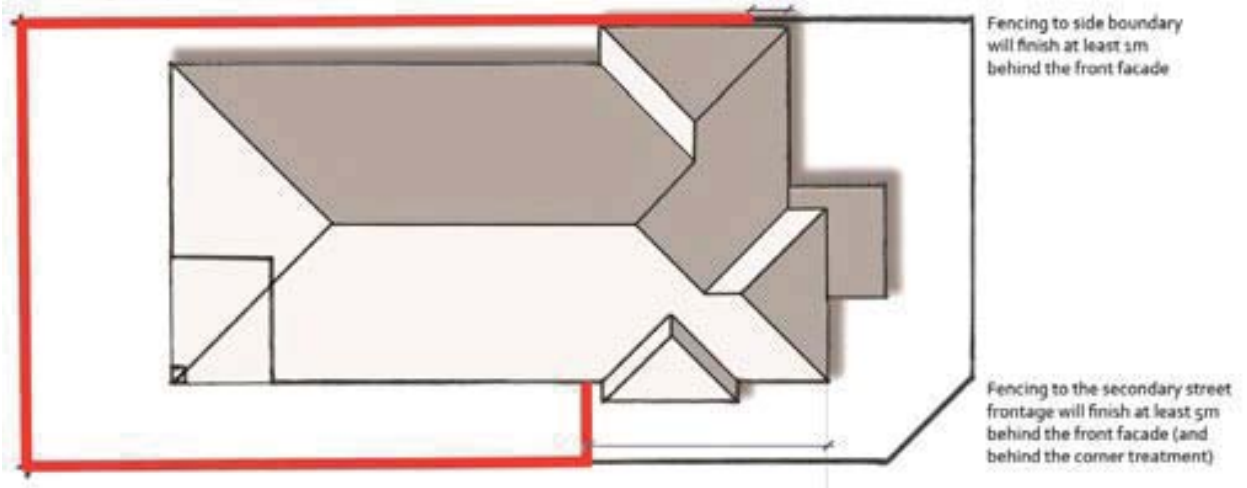
- ☐ Fencing details are shown on site plan (indicating correct materials, height and location)
- ☐ Fencing template signed by owner as confirmation that fencing will be constructed in accordance with the Design Guidelines (refer to section 7.2)

Ancillary Items

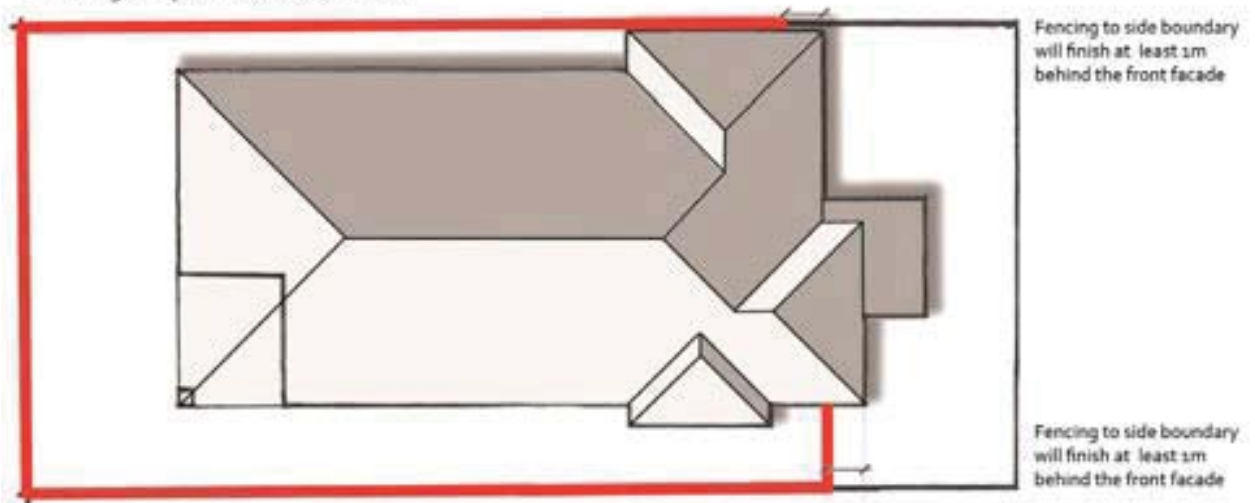
- ☐ Ancillary items and services are located to minimize visual impact on the street and appropriately coloured to blend with the dwelling (including hot water, units, meter boxes, evaporative cooling units and other roof mounted fixtures)

7.2 Fencing templates

Fencing template for corner lots



Fencing template for standard lots



I/we, being the property owners of lot, hereby confirm that I/we will construct all fencing in accordance with the Seventh Bend design guidelines and the relevant fencing template (including fence height, location, style and materials).

Name _____ Name _____

Signed _____ Signed _____

Date _____ Date _____

7.3 Application form

This application for must accompany the submission documents

Lot Number _____ Street _____

Owner Details _____

Name/s _____

Contact Number/s _____ Email _____

Postal Address _____

Builder Details _____

Company _____ Contact Person _____

Contact Number/s _____ Email _____

Postal Address _____

Applicant Details (if diWerent from above)

Company _____ Contact Person _____

Contact Number/s _____ Email _____

Postal Address _____

Attached:

- ☐ Completed Checklist
- ☐ Site Plan
- ☐ Floor Plan
- ☐ Elevations
- ☐ External Colours & Materials
- ☐ Signed Fencing Template

Submitted by:

Name:

Date:

8.0 Appendix

8.1 Rescode Provisions (Clause 54)

NOTE: Only requirements which are mentioned in section 2.1 are noted in this appendix. It is the responsibility of the owner and/or builder to ensure that all construction is in accordance with all relevant governing authority requirements and/or any other Planning Scheme provisions or Building Regulations which may be applicable.

NOTE: A variation to any of the regulations listed below must be approved by the CDR and the Responsible Authority (i.e., Local Council).

MAXIMUM STREET SETBACK REG. 408

A building must not be set back from the front street boundary more than one-third of the depth of the allotment.

MINIMUM STREET SETBACKS REG. 409

| <i>Adjoining Development Context</i> | <i>Minimum setback front boundary</i> | <i>Minimum setback from a secondary street frontage</i> |
|---|--|---|
| Existing dwellings on adjoining allotments facing the same street | The average distance of the setbacks of the front walls of the existing buildings on the adjoining allotments facing the same street, or 9.0m, whichever is lesser | Not applicable |
| Existing dwelling on one adjoining allotment facing the same street and no building on the other adjoining allotment facing the same street | The same distance as the setback of the front wall of the existing building on the adjoining allotment facing the same street, or 9.0m, whichever is lesser | 2m |
| No existing dwellings on adjoining allotments facing the same street | 6.0m for a building facing a declared road 4.0m for a building facing any other street | 2m |

The following may encroach into the setback distances by not more than 2-5m:

- porches, verandahs and pergolas that have a maximum height of less than 3-6m above natural ground level; and
- eaves, fascia and gutters;
- sunblind and shade sails;
- screens required to satisfy overlooking criteria.

"Declared road" means a declared road within the meaning of the Transport Act 1983.

BUILDING HEIGHT REG. 410

The height of a building must not exceed:

- 10m if the slope of the natural ground level at any cross section wider than 8m of the site of the building is 2.5° or more; or
- 9.0m in any other case.

SITE COVERAGE REG. 411

Buildings must not occupy more than 60% of an allotment. Unroofed swimming pools, unroofed terraces and eaves may be disregarded for the purposes of calculating site coverage.

PERMEABILITY REG. 412

If a building is to be constructed on an allotment, not more than 80% of the area of the allotment can be covered by impermeable surfaces.

SIDE AND REAR SETBACKS REG. 414

| Building height at any point | Minimum setback from side or rear boundary at that point |
|---------------------------------------|--|
| 3.6m or less | 1.0m |
| More than 3.6m but not more than 6.9m | 1.0m plus an additional distance calculated at the rate of 300mm for every metre of height over 3.6m |
| More than 6.9m | 2.0m plus an additional rate of 1m for every metre of height over 6.9m |

The following may encroach into the setback distance by not more than 500mm:

- porches and verandahs;
- masonry chimneys;
- sun blinds;
- screens referred to in Regulation 4.19(4) or 4.19(5);
- flues and pipes;
- domestic fuel tanks and water tanks;
- heating and cooling equipment and other service

The following may encroach into the setback distance: -

- eaves, fascia and gutters 600mm in total width;
- landings with an area of not more than 2.0m² and less than 1.0m high;
- unroofed stairways and ramps;
- pergolas;
- shade sails;
- carports (subject to regulation 4.15).

WALLS ON BOUNDARIES REG. 415

This applies to the construction of:

- a wall on or within 150mm of a side or rear boundary of an allotment;
- a carport constructed on or within 1.0m of a side or rear boundary of an allotment.

The length of the wall, or of the carport, or of the wall and carport, must not, either by itself or when combined with the length of any existing wall or carport, be greater than the greater of:

- 10m plus 25% of the remaining length of the boundary of the allotment; or
- the length of any existing wall or carport constructed on an adjoining allotment which is within 150mm of the boundary of that allotment. If the proposed construction abuts the existing wall or carport.

A wall or carport constructed within 150mm of a side or rear boundary of an allotment must not exceed an average height of 3m and a maximum height of 3.6m along the boundary. If a wall or carport abuts an existing wall it may be constructed to the same height as that wall.

Annexure C

SEVENTH BEND LANDSCAPE PLANS

| | | |
|---|---|---|
|  |  |  |
| <u>SYMBOL</u> | <u>SYMBOL</u> | <u>SYMBOL</u> |
| <u>DESCRIPTION</u> | <u>DESCRIPTION</u> | <u>DESCRIPTION</u> |
| 75mmx20mm Treated Pine Edging | Instant Turf (Sir Walter Buffalo or similar) | Black Pine Bark Mulch (75mm thick) |
| 17.6 Lin.m | 23.2 m ² | 15.7 m ² |
| <u>QTY</u> | <u>QTY</u> | <u>QTY</u> |
| | | 5.7 m ² |
| | | Lillydale Toppings 20mm |

DRAWINGS/ PLANS ABOVE ARE FOR ILLUSTRATION PURPOSES ONLY AND GARDEN DESIGN WILL BE ADJUSTED ON SITE TO BEST COMPLEMENT THE BUILDING FLOOR PLAN.

PLANT SPECIES, QTY'S AND POT SIZES ARE INDICATIVE ONLY TO PRESENT THE DESIGN INTENT, AND MAY VARY AT TIME OF PLANTING DEPENDING ON AVAILABILITY AND SEASONALITY.

| SYMBOL | SCIENTIFIC NAME | QTY |
|---|-----------------------------------|-----|
|  | TREES | |
| | BETULA jacquemontii | 2 |
|  | SHRUBS | |
| | BUXUS sempervirens Ball | 2 |
|  | LAVANDULA dentata | 25 |
|  | SALVIA Sp. | 7 |
|  | GROUND COVERS | |
| | DICHONDRA argentea 'Silver Falls' | 16 |

| | |
|----------------|-------------------------|
| PROJECT No: | FRONT - SEV BEND |
| PROJECT TYPE: | DISPLAY GARDENS |
| DRAWING TITLE: | Landscape Sketch Design |
| DRAWING NO: | THE ABBEY |
| SHEET NO: | 1 of 4 |
| SCALE: | 1:40 @ A3 |
| DRAWN BY: | TWR CHECKED BY: TWR |

Fleming's Nurseries Pty Ltd
Fleming Lane
(PO Box 1) Monbulk
VIC, Australia. 3793
P. (03) 9756 6105
F. (03) 9752 0005
W. flemingslandscapes.com.au

THE CASTLE: The Urbane Garden

| <u>SYMBOL</u> | <u>DESCRIPTION</u> | <u>QTY</u> |
|---|--|---------------------|
|  | Instant Turf (Sir Walter Buffalo or similar) | 25.8 m ² |
|  | Black Pine Bark Mulch (75mm thick) | 13.2 m ² |
|  | Lillydale Toppings 20mm | 5.7 m ² |

| <u>SYMBOL</u> | <u>SCIENTIFIC NAME</u> | <u>CONT.</u> | <u>QTY</u> |
|---|-----------------------------------|--------------|------------|
|  | TREES | | |
| | LAGERSTROEMIA fauriei 'Fantasy' | 330mm | 1 |
|  | SHRUBS | | |
| | PHORMIUM tenax 'All Black' | 200mm | 12 |
|  | WESTRINGIA fruticosa | 200mm | 21 |
|  | GROUND COVERS | | |
| | LIRIOPE muscari 'Evergreen Giant' | 140mm | 5 |

DRAWINGS/ PLANS ABOVE ARE FOR ILLUSTRATION PURPOSES ONLY AND GARDEN DESIGNS WILL BE ADJUSTED ON SITE TO BEST COMPLEMENT THE BUILDING FLOOR PLAN.



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| | | | | | | | | | | |
|-------------|---------|--------------|----------|--|--|--|--|--|--|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| A | May, 17 | FOR APPROVAL | TWR | | | | | | | |
| | Date | Description | Initials | | | | | | | |
| AMENDMENTS: | | | | | | | | | | |

| | |
|----------|---|
| CLIENT: | APD DEVELOPMENTS |
| ADDRESS: | SEVENTH BEND, EXFORD RD, MELBOURNE, VIC, MELTON |

| | |
|----------------|-------------------------|
| PROJECT No: | FRONT - SEV/BEND |
| PROJECT TYPE: | DISPLAY/GARDENS |
| DRAWING TITLE: | Landscape Sketch Design |
| DRAWING NO: | THE CASTLE |
| SHEET NO: | 2 of 4 |
| SCALE: | 1:40 @ A3 |
| DRAWN BY: | TWR CHECKED BY: TWR |

DRAFT
NOT FOR CONSTRUCTION



This vertical strip shows a continuation of the garden scene. It features two large green bushes with black outlines and internal line patterns, one at the top and one at the bottom. Between them and around them are various smaller green plants, including star-shaped ones and ones with five petals. A row of five grey, irregularly shaped rocks is positioned in the middle. The background is a light green dotted pattern, and the ground is a tan color with a dashed line separating it from the dotted area.

| SYMBOL | DESCRIPTION | QTY |
|---|------------------------------------|---------------------|
|  | 75mm20mm Treated Pine Edging | 14.1 Lin.m |
| SYMBOL | DESCRIPTION | QTY |
|  | 600 x 800mm stepping pavers | 5 Items |
|  | Black Pine Bark Mulch (75mm thick) | 21.2 m ² |
|  | Lillydale Toppings 20mm | 23.4 m ² |

DRAWINGS/PLANS ABOVE ARE FOR ILLUSTRATION PURPOSES ONLY AND GARDEN DESIGNS WILL BE ADJUSTED ON SITE TO BEST COMPLEMENT THE BUILDING FLOOR PLAN.

PLANT SPECIES, QTY'S AND POT SIZES ARE INDICATIVE ONLY TO PRESENT THE DESIGN INTENT, AND MAY VARY AT TIME OF PLANTING DEPENDING ON AVAILABILITY AND SEASONALITY.

| SYMBOL | | QTY |
|---|------------------------------|-------|
| TREES | SCIENTIFIC NAME | CONT |
|  | EUCALYPTUS 'Little Snowman' | 45Ltr |
|  | ACACIA cognata 'Limeight' | 140mm |
|  | ANIGOZANTHOS 'Bush Gem' | 140mm |
|  | LEUCOPHYTA 'Silver Nugget' | 140mm |
|  | SANTOLINA chamaecypariss | 140mm |
|  | MYOPORUM parvifolium | 140mm |
|  | PHORIUM tenax 'All Black' | 140mm |
|  | LOMANDRA longifolia 'Tanika' | 140mm |

| | |
|----------------|--|
| CLIENT: | APD DEVELOPMENTS |
| ADDRESS: | SEVENTH BEND, EYFORD RD., MELBOURNE, VIC. 3121 |
| PROJECT No: | FRONT - SEV BEND |
| PROJECT TYPE: | DISPLAY GARDENS |
| DRAWING TITLE: | Landscape Sketch Design |
| DRAWING NO: | THE CRAFT |
| SHEET NO: | 3 of 4 |
| SCALE: | 1:40 @ A3 |
| DRAWN BY: | TWR CHECKED BY: TWR |



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W: flemingslandscapes.com.au



| | | | |
|---|---------------|------------------------------------|---------------------|
|  | <u>SYMBOL</u> | <u>DESCRIPTION</u> | <u>QTY</u> |
| | | 75mmx20mm Treated Pine Edging | 12.3 Lin. m |
|  | <u>SYMBOL</u> | <u>DESCRIPTION</u> | <u>QTY</u> |
| | | 500 x 500mm stepping pavers | 8 items |
|  | | Black Pine Bark Mulch (75mm thick) | 22.6 m ² |
|  | | Lillydale Toppings 20mm | 20.3 m ² |

PLANT SPECIES, QTY'S AND POT SIZES ARE INDICATIVE ONLY TO PRESENT THE DESIGN INTENT, AND MAY VARY AT TIME OF PLANTING DEPENDING ON AVAILABILITY AND SEASONALITY.

| <u>SYMBOL</u> | <u>SCIENTIFIC NAME</u> | <u>CONT</u> | <u>QTY</u> |
|---|----------------------------|-------------|------------|
|  | OLEA europaea | 45ltr | 2 |
|  | FICUS carica | 330mm | 1 |
|  | BESCHNERIA 'Reality' | 140mm | 3 |
|  | SANTOLINA chamaecyparissus | 140mm | 8 |
|  | LOMANDRA 'Tanika' | 140mm | 8 |
|  | MYOPORUM parvifolium | 140mm | 2 |
|  | PHORMIUM 'All Black' | 140mm | 6 |
|  | AGAVE sp | 140mm | 4 |
|  | LIRIOPE sp | 140mm | 3 |

| | |
|----------------|-------------------------|
| PROJECT No: | FRONT - SEV BEND |
| PROJECT TYPE: | DISPLAY GARDENS |
| DRAWING TITLE: | Landscape Sketch Design |
| DRAWING NO: | THE ARCHWAY |
| SHEET NO: | 4 of 4 |
| SCALE: | 1:40 @ A3 |
| DRAWN BY: | TWR CHECKED BY: TWR |



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 Flemington Lane
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VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE *SALE OF LAND ACT 1962*

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

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

LAND

Lot _____, Stage 6B, Seventh Bend, Weir Views 3338

**VENDOR'S
NAME**

Exford Road Properties Pty Ltd ACN 618 510 302

**Date
9 May 2018**

**VENDOR'S
SIGNATURE**



**Mark Leslie Donaldson
Attorney under power of attorney for the Vendor**

**PURCHASER'S
NAME**

**Date
/ /**

**PURCHASER'S
SIGNATURE**

**PURCHASER'S
NAME**

**Date
/ /**

**PURCHASER'S
SIGNATURE**

1. FINANCIAL MATTERS

- 1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:
- (a) Their total does not exceed \$6,000.00.
 - (b) Are contained in the attached certificate/s.
 - (c) Amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge of, are as follows:
 - i. The Property is not separately rated. The Purchaser's proportion of the Outgoings at settlement, including land tax, shall be calculated in accordance with the proportion that the area of the Property bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed.
 - ii. Upon completion of the subdivision of the land, there may be a supplementary valuation for rating purposes which may result in a supplementary notice being issued for the Property. The Purchaser will be responsible for the payment of the notice.
 - iii. The Purchaser may be liable to pay a community infrastructure levy prior to the issue of a building permit for a dwelling on the Land. This amount is payable to the City of Melton and does not exceed \$1,150.00.
- 1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:
- Nil.
- 1.3 **Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the Purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:
- Nil.
- 1.4 **Terms Contract** - where the Purchaser is obliged to make 2 or more payments to the Vendor after the execution of the Contract and before the Purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:
- Not applicable.

2. INSURANCE

- 2.1 **Damage and Destruction** - if the Contract does not provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the land are as follows:
- Not applicable.
- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:
- Not applicable.

3. LAND USE

- 3.1 A description of any **easements, covenants or other similar restrictions affecting the land** (whether registered or unregistered):
- a) Is contained in the attached copies of title document/s.
 - b) Any easement created by section 98 of the *Transfer of Land Act 1958*, section 12(2) of the *Subdivision Act 1988* and any other easement noted on the Plan, a copy of which is contained in this Vendor's statement.
- 3.2 **Particulars of any existing failure to comply with their terms are as follows -**
- 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.
- 3.3 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.
- 3.4 **Road Access** - there is access to the property by road.
- 3.5 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

- 4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge particulars are as follows:
- a) In accordance with the notices, certificates and plans attached to this Vendor's statement.
 - b) Notice AH356185Q pursuant to section 201UB of the *Planning and Environment Act 1987*, a copy of which is contained in this Vendor's Statement.
 - c) Planning permit PA2011/3427/4 (Amended) issued by the Melton City Council on 16 May 2012 and amended on 8 April 2013 and 16 August 2016, together with letters from the Melton City Council in respect of extensions of time to the planning permit dated 1 May 2014 and 7 June 2016, copies of which are contained in this Vendor's Statement.
 - d) Planning permit PA2015/5000/2 (Amended) issued by the Melton City Council on 11 January 2016 and amended on 21 December 2017, a copy of which is contained in this Vendor's Statement.
- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:
- The Vendor is not aware of, nor has it received any notices.
- 4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:
- The Vendor is not aware of, nor has it received any notices.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

7.1 Works-in-Kind Agreement

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

Not applicable.

7.2 GAIC Recording

Copies of the following certificates or notices regarding a GAIC recording are attached:

- (a) A GAIC Certificate of Deferral issued under Part 9B of the *Planning and Environment Act 1987*.
- (b) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987*.

8. NON-CONNECTED SERVICES

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

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

9. TITLE

Attached is:

- (a) a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location;
- (b) a copy of the Memorandum of Common Provisions to be registered with the proposed plan of subdivision; and
- (c) evidence of the Vendor's right to sell the property.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

If the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*:

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

Not applicable.

- (c) The proposals relating to subsequent stages that are known to the Vendor are as follows:

See attached subdivision concept plan and proposed plans of subdivision.

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are as follows:

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.

See attached subdivision concept plan and proposed plans of subdivision.

| |
|--|
| 11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION |
|--|

There is no certificate relating to Energy Efficiency Information applicable.

| |
|------------------------------------|
| 12. DUE DILIGENCE CHECKLIST |
|------------------------------------|

The *Sale of Land Act 1962* provides that the Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective Purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this Vendor's statement but has been attached as a matter of convenience.

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

Page 1 of 1

VOLUME 11118 FOLIO 725

Security no : 124071112269J
Produced 04/04/2018 09:20 am

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 623039X.
PARENT TITLES :
Volume 08965 Folio 114
Volume 11087 Folio 739 to Volume 11087 Folio 742
Volume 11087 Folio 745
Created by instrument PS623039X 18/02/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ERSKINE SUPER WARRANT NOMINEES NO 3 PTY LTD of 61 BULL STREET BENDIGO VIC
3550
AJ238530S 05/10/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ238531Q 05/10/2011
BENDIGO AND ADELAIDE BANK LTD

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

NOTICE Section 201UB Planning and Environment Act 1987
AH356185Q 12/07/2010

DIAGRAM LOCATION

SEE PS623039X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | STATUS | DATE |
|---------------|-------------------------------------|------------|
| AQ813158U (E) | NOMINATION TO PAPER INST. Completed | 13/03/2018 |

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

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

Street Address: 180-238 EXFORD ROAD WEIR VIEWS VIC 3338

ADMINISTRATIVE NOTICES

AQ813158U NOMINATION TO PAPER INST. 13/03/2018
eCT Nominated to PS813564T TO ERSKINE SUPER WARRANT NOM NO 3 P/L

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from
21/07/2017

DOCUMENT END

G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987

Use to notify the Registrar of land subject to GAIC

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

AH356185Q

12/07/2010 \$0 201UB



Read this before you start

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

Purpose

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

1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

see attached list

2. Signature/s

Growth Areas Authority

Signature

Name of Signatory

Peter Seamer

3. Date (dd/mm/yyyy)

12/07/2010

4. Does the lodging party have a customer code?

No Go to question 5

Yes ☒ What is the customer code? Reference

14273H

D/10/6449

5. Lodging party details

Lodging party

Given Name(s)

Family Name/
Company Name

GAA

Phone

Address

No.

Street

Suburb

Postcode

You may lodge this form in two ways:

1. In person

Level 9, 570 Bourke Street
Melbourne 3000

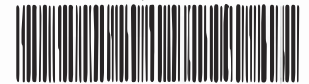
2. By mail

P.O. Box 500
East Melbourne 3002

AH356185Q

12/07/2010 \$0

201UB



VOLFOL - ADDITIONS

10958/763

11118/724

11118/725

11118/726

11118/727

11131/091

11131/092

11141/163

11146/044

11146/046

11146/047

11150/427

11202/514

11202/515

11202/516

11202/517

11202/518

11202/766

11204/100

11204/377


11209/008

11212/590

11212/591






EVIDENCE OF THE VENDOR'S RIGHT TO SELL

We confirm that the Vendor, Exford Road Properties Pty Ltd, has the right to sell the land known as Lot 2 on PS623039X described in Certificate of Title Volume 11118 Folio 725 (**Land**) pursuant to a contract of sale with the registered proprietors of the Land, Erskine Super Warrant Nominees No 3 Pty Ltd, which provides inter alia that the Land shall be transferred to Exford Road Properties Pty Ltd prior to registration of PS817189W.



BECK LEGAL

Solicitors for the Vendor

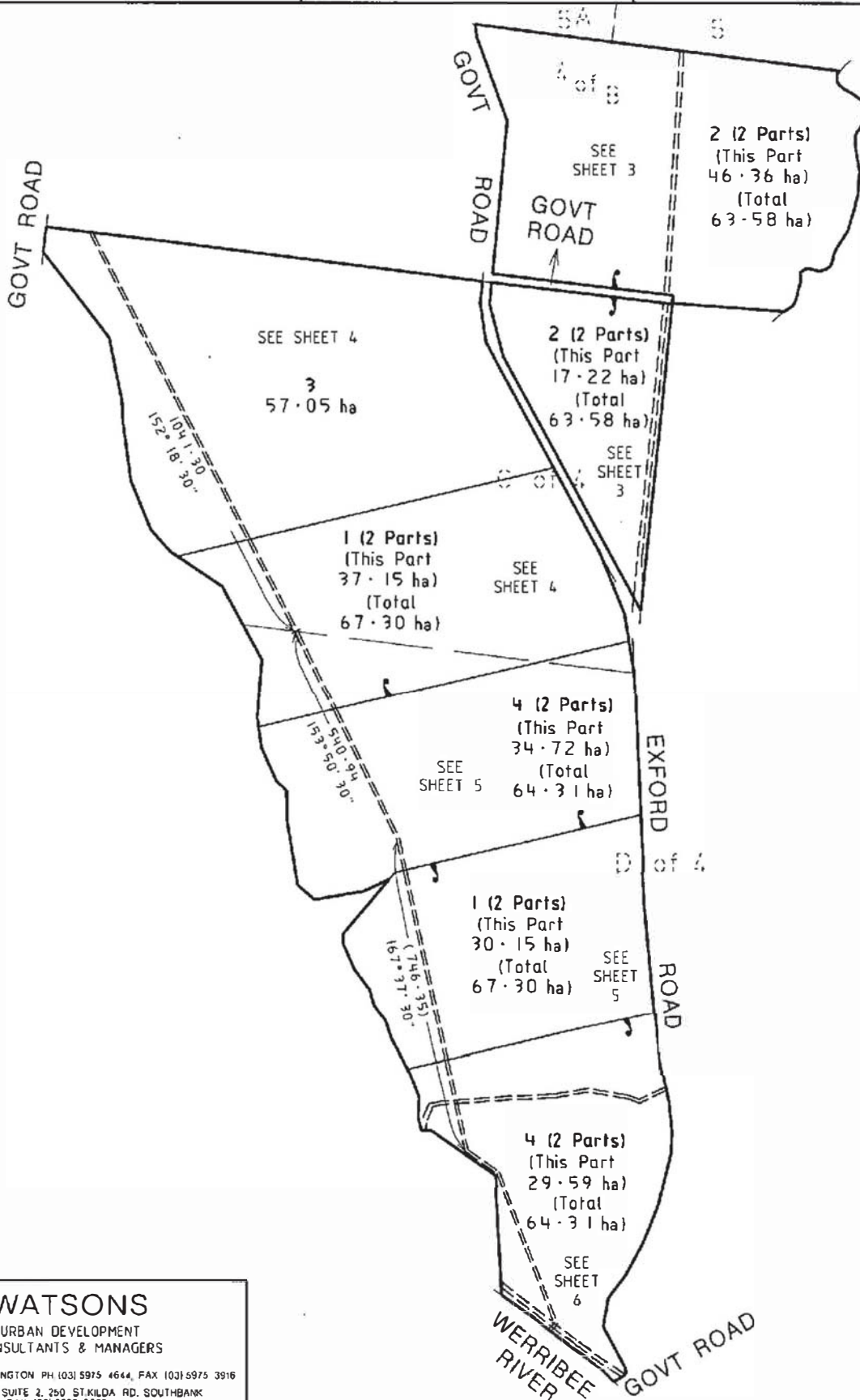
| | | | | |
|---|---------------------|--|---|---|
| PLAN OF SUBDIVISION | | Stage No. _____ | LRS use only EDITION 2 | PS623039X <small>13/02/2009 \$1151.60 PS</small>  |
| Location of Land Parish: Djerriwarrh Township: _____ Section: 4 B Crown Allotment: C (Part) & D (Part) 4 (Part) & Part of a Former Government Road Title Reference: Vol.11087 Fol.739, Vol.11087 Fol.740, Vol.11087 Fol.741, Vol.11087 Fol.742, Vol.11087 Fol.745, Vol.8965 Fol.114. Last Plan Reference: Lots 1,2,3,4,7 Lot 1 TP 856434C TP 600854J Postal Address: Exford Road (at time of subdivision) Melton South 3338 MGA94 Co-ordinates: E 286 100 Zone: 55 (of approx. centre of land in plan) N 5 821 100 | | Council Certificate and Endorsement Council Name: Melton Shire Ref: 3268 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 1/20 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____. Council Delegate Luke SHANNON  Council Seal _____ Date 29 / 1 / 2009 Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate _____ Council Seal _____ Date ____ / ____ / 20__ | | |
| Vesting of Roads and/or Reserves | | | | |
| Identifier | Council/Body/Person | | | |
| Nil | Nil | | | |
| Notations | | | | |
| Staging This is is not a staged subdivision Planning Permit No. PA 2008/1921/1 | | | | |
| Depth Limitation : Does not apply (TP 856434C) 15.24m (TP 600854J) | | | | |
| Survey This plan is is not based on survey, refer to BP 2394D and BP 2408U. This survey has been connected to permanent marks nols) Djerriwarrh PM 248, PM 251, PM 252, PM 243 and PM 256. Part of this Survey is in Proclaimed Survey Area No.27 (TP 600854J only) | | | | |
| 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 & E-5 | Carriageway | See Diag. | Transfer 773842 | C.A. C (part) & D (part) Sec. 4 Parish of Djerriwarrh C.A. C (part) Sec. 17 Parish of Mooradoranook (see Transfer 773842) |
| E-2, E-4, & E-5 | Pipelines | See Diag. | Instrument F121367 | Gas and Fuel Corporation |
| E-3 & E-4 | Carriageway | See Diag. | C/E V629884R | Gippsland and Southern Rural Water Authority |
| E-6 | Sewerage | See Diag. | C/E H235955 | Melton Sewerage Authority |
| E-7 | Sewerage | See Diag. | C/E U850266E | Western Region Water Authority |
| E-8 | GAS SUPPLY | SEE DIAG. | C / E AL42702N | SPI NETWORKS (GAS) PTY LTD |
| LRS use only Statement of Compliance/Exemption Statement Received <input checked="" type="checkbox"/> Date 13 / 2 / 20 09 LRS use only PLAN REGISTERED TIME 11.39 DATE 18/02/2009 A.Manzella Assistant Registrar of Titles SHEET 1 OF 6 SHEETS | | | | |
|  WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS <small>5 MAIN ST. MORNINGTON PH.(03) 5975 4844, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD. SOUTHBANK PH.(03) 9637 8000, FAX (03) 9637 8099</small> | | | LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG SIGNATURE  DATE 24/11/2008 REF 35133 VERSION 2 | |
| | | |  DATE 29 / 1 / 2009 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3 73 | |

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 623039X



WATSONS

URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK
PH (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL
SCALE SHEET
1:10000 SIZE
A3

SCALE

0 100 200 300 400 500

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

MICHAEL NEYLAN DEGG

SIGNATURE

DATE 24/11/2008

REF 35133

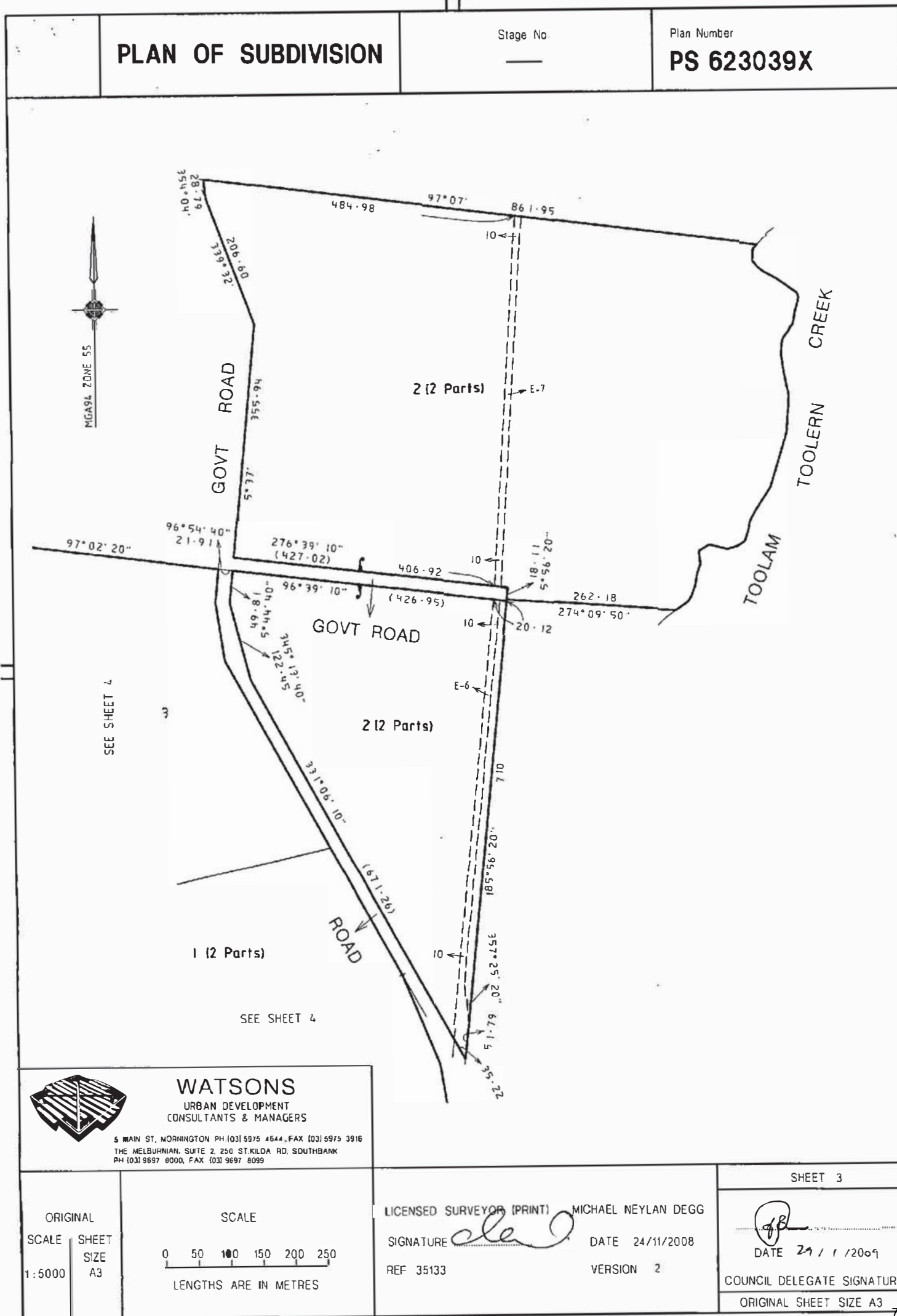
VERSION 2

SHEET 2

DATE 29/1/2009

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, WORMINGTON PH (03) 5975 4644 FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD. SOUTH BANK
PH (03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DATE 24/11/2008
REF 35133 VERSION 2

ORIGINAL
SCALE SHEET
1:5000 SIZE
A3

SCALE
0 50 100 150 200 250
LENGTHS ARE IN METRES

SHEET 3

DATE 21/1/2009
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 623039X

SEE SHEET 4

1 (2 Parts)

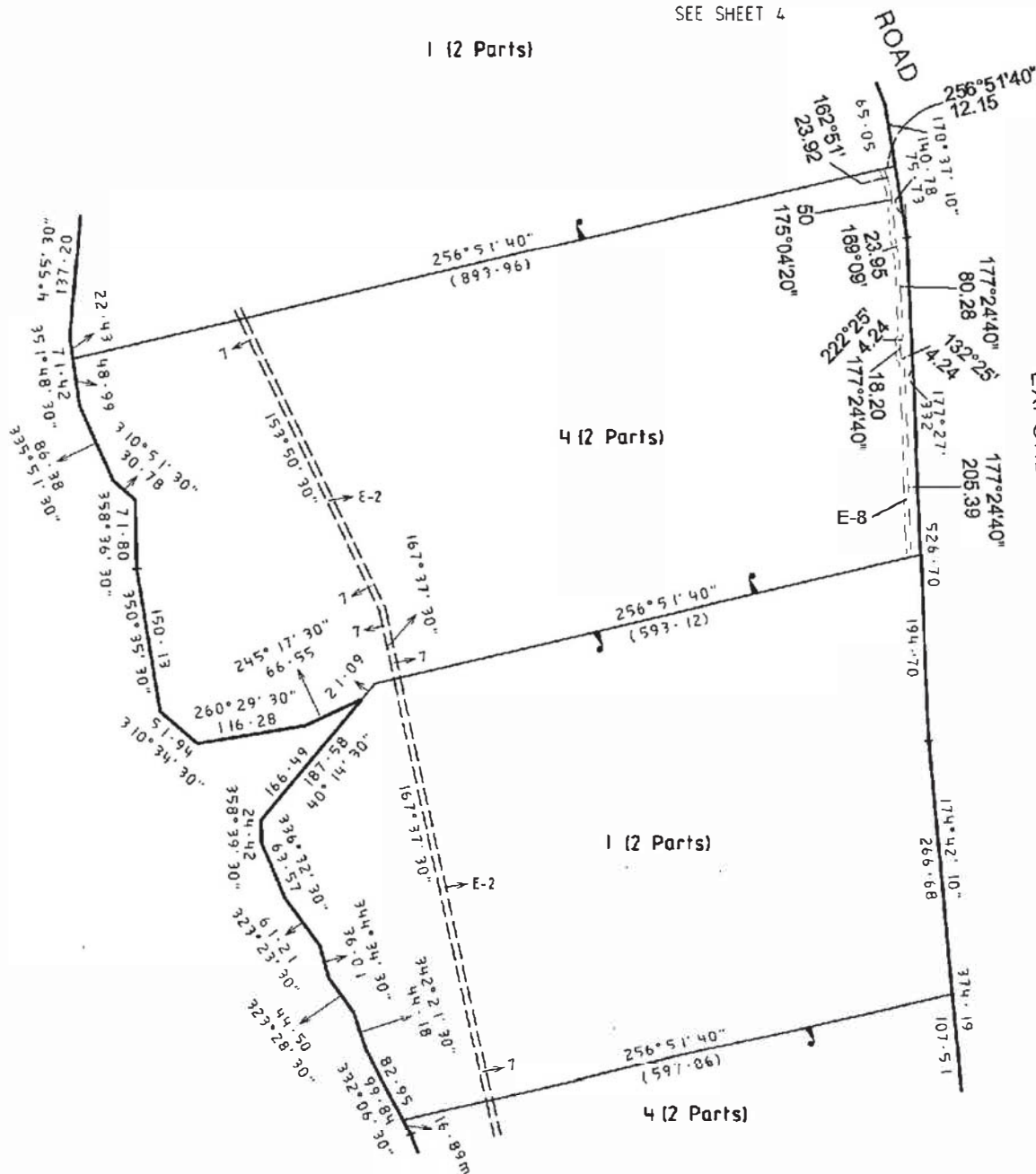
4 (2 Parts)

1 (2 Parts)

4 (2 Parts)

EXFORD

ROAD



SEE SHEET 6



WATSONS

URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916
THE MELBOURNIAN, SUITE 2, 250 ST KILDA RD, SOUTH BANK
PH (03) 9597 8000, FAX (03) 9597 8099

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

MICHAEL NEYLAN DEGG

SIGNATURE

DATE 24/11/2008

REF 35133

VERSION 2

SHEET 5

DATE 24/11/2009

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

77

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 623039X

SEE SHEET 5

1 (2 Parts)

4 (2 Parts)

Enlargement A
Scale 1 : 500

4 (2 Parts)

Enlargement B
Not to Scale

4 (2 Parts)

WERRIBEE RIVER

WERRIBEE RIVER

GOVT ROAD

EXFORD ROAD

See Enlargement B



WATSONS

URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3915
THE MELBURNIAN, SUITE 3, 250 ST KILDA RD, SOUTHBANK
PH (03) 9597 8000, FAX (03) 9597 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE *[Signature]* DATE 24/11/2008

REF 35133

VERSION 2

SHEET 6

[Signature]

DATE 29/1/2009

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3


78

ORIGINAL
SCALE
1 : 3000

SCALE

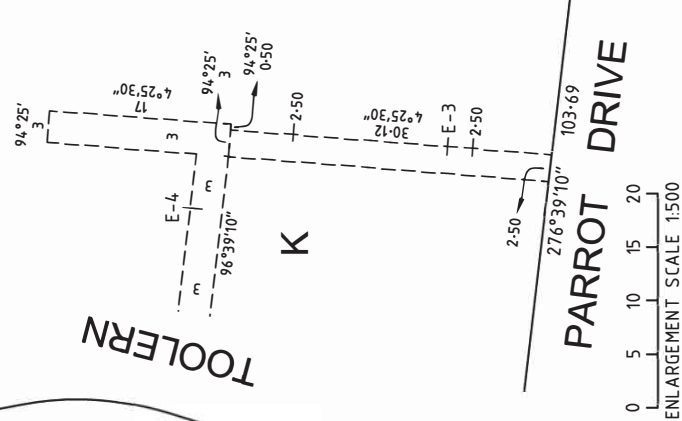
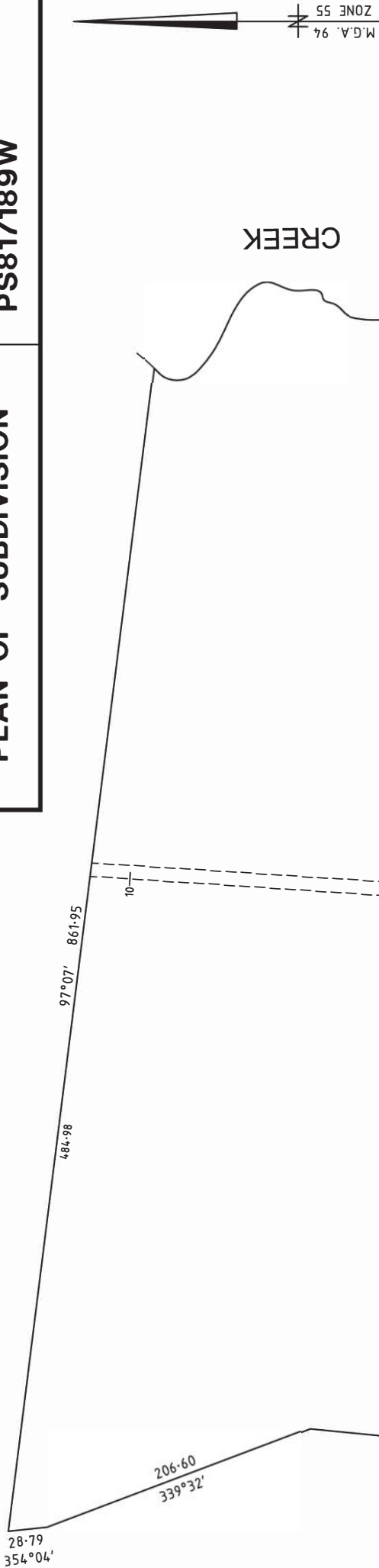
0 30 60 90 120 150

LENGTHS ARE IN METRES

| | | | | |
|---|----------------------------------|---|---|--|
| PLAN OF SUBDIVISION | | | LV USE ONLY EDITION | PLAN NUMBER PS817189W |
| LOCATION OF LAND PARISH: DJERRIWARRH TOWNSHIP: - SECTION: B CROWN ALLOTMENT: 4 (PART) CROWN PORTION: - TITLE REFERENCES: Vol. Fol. LAST PLAN REFERENCE/S: PS817187B (LOT J) POSTAL ADDRESS: EXFORD ROAD (At time of subdivision) WEIR VIEWS, VIC, 3338 MGA94 Co-ordinates E 286 310 (of approx centre of N 5821 990 land in plan) ZONE 55 | | | COUNCIL NAME: CITY OF MELTON | |
| VESTING OF ROADS AND/OR RESERVES | | | NOTATIONS | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | LOTS 1 TO 618 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 619 TO 653 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION A ON SHEET 5 AND RESTRICTION B ON SHEET 6. FOR RESTRICTIONS AFFECTING LOTS 619 TO 623 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION C ON SHEET 7. OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-3 ON PS817187B AS AFFECTS TIMBER DRIVE ON THIS PLAN. REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-2 ON PS817187B AS AFFECTS ALCOVE ROAD ON THIS PLAN. GROUND FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN. | |
| ROAD R1 ROAD R2 | CITY OF MELTON CITY OF MELTON | | | |
| NOTATIONS DEPTH LIMITATION 15-24 METRES APPLIES TO ALL THE LAND IN THIS PLAN STAGING This is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM 248, PM 251 AND PM 252 (DJERRIWARRH) PROCLAIMED SURVEY AREA: PSA27 THIS IS A SPEAR PLAN. SEVENTH BEND 6B 1.897ha | | | | |
| | | | 35 LOTS | |
| 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 | SEWERAGE | SEE PLAN | C/E U850266E | WESTERN REGION WATER AUTHORITY |
| E-2 | DRAINAGE | SEE PLAN | PS817187B | CITY OF MELTON |
| E-3 | SEWERAGE | SEE PLAN | PS817187B | WESTERN REGION WATER AUTHORITY |
| E-4 | DRAINAGE SEWERAGE | SEE PLAN SEE PLAN | PS817187B PS817187B | CITY OF MELTON WESTERN REGION WATER AUTHORITY |
| E-5 | DRAINAGE SEWERAGE | SEE PLAN SEE PLAN | THIS PLAN THIS PLAN | CITY OF MELTON WESTERN REGION WATER AUTHORITY |
|  SMEC Member of the Surbana Jurong Group | | SURVEYOR REF: 2250s-06B ANTONY WYATT VERSION B | | ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7 |

PLAN OF SUBDIVISION

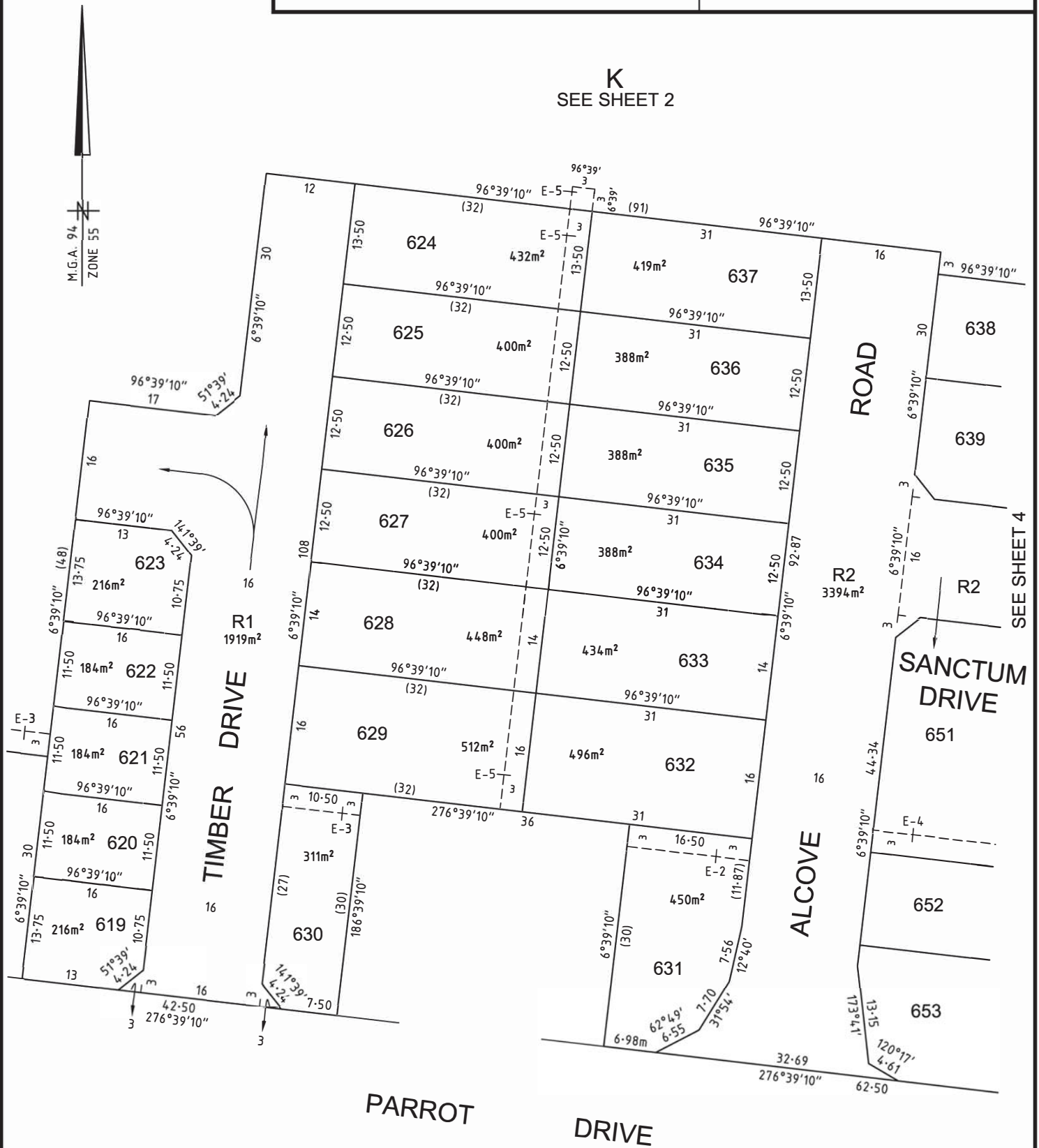
PLAN NUMBER
PS817189W



PLAN OF SUBDIVISION

PLAN NUMBER
PS817189W

K
SEE SHEET 2



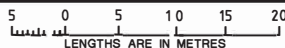
SMEC

Melbourne Survey

T 9869 0813

REF 2250s-06B

SCALE
1:500



ANTONY WYATT

VERSION B

ORIGINAL SHEET
SIZE: A3

SHEET 3

PLAN OF SUBDIVISION

PLAN NUMBER
PS817189W

K
SEE SHEET 2



SMEC

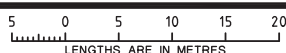
Melbourne Survey

T 9869 0813

REF 2250s-06B

2250S-06B VER B.DWG AE/BD

SCALE
1:500



ANTONY WYATT

VERSION B

ORIGINAL SHEET
SIZE: A3

SHEET 4

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 619 to 653 (Both Inclusive).

Land to be Burdened: Lots 619 to 653 (Both Inclusive).

Description of Restriction

The registered proprietor or proprietors for the time being of any lot forming part of the land described in this plan must not use the land, permit the use of the land, construct upon the land or allow construction upon the land other than in accordance with the memorandum of common provisions registered in dealing No. AA3444 and which memorandum of common provisions is incorporated in this plan.



CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

| BURDENED LOT No. | BENEFITING LOTS |
|-----------------------------|--|
| 619 TO 653 (BOTH INCLUSIVE) | 619 TO 653 (BOTH INCLUSIVE) OTHER THAN THE RELEVANT BURDENED LOT |

The registered proprietor or proprietors for the time being of any burdened lot must not build or permit to be built or remain on the lot any building other than a building which contains a plumbing system that is capable of being connected to a recycled water supply for toilet flushing and garden watering at a minimum (if such recycled water supply is made available to the lot) and a plumbing system which connects to the potable water supply made available to the lot.



CREATION OF RESTRICTION C

The following restriction is to be created upon registration of Plan of Subdivision PS 817189W by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction

Table of burdened and land benefited

| BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE | BENEFITING LOTS ON THIS PLAN |
|---|------------------------------|
| 619 | 620 |
| 620 | 619, 621 |
| 621 | 620, 622 |
| 622 | 621, 623 |
| 623 | 622 |

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type B)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type B allotments.



SMEC

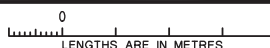
Melbourne Survey

T 9869 0813

REF 2250s-06B

2250S-06B VER B.DWG AE/BD

SCALE



ANTONY WYATT

VERSION B

ORIGINAL SHEET
SIZE: A3

SHEET 7

| LEGEND - LAYOUT PLAN | |
|----------------------|--|
| | STORMWATER DRAIN (PIT) |
| | SEWER DRAIN |
| | SEWER MAINTENANCE STRUCTURES |
| | HOUSE DRAIN |
| | ELECTRICITY (GROUND) |
| | ELECTRICITY (OVERHEAD) |
| | GAS |
| | TELSTRA |
| | OPTIC FIBRE |
| | WATER |
| | AC DRAIN |
| | SERVICE CONDUITS |
| | TACTILE PAVERS |
| | EXISTING STORMWATER DRAIN |
| | EXISTING MAN DRAIN |
| | EXISTING SWALE DRAIN |
| | EXISTING SEWER & MAINTENANCE |
| | EXISTING HOUSE DRAIN |
| | EXISTING ELECTRICITY (UNDER GROUND) |
| | EXISTING ELECTRICITY (OVERHEAD) |
| | EXISTING GAS |
| | EXISTING TELSTRA |
| | EXISTING OPTIC FIBRE |
| | EXISTING WATER |
| | EXISTING RECYCLED WATER |
| | EXISTING AC DRAIN |
| | EXISTING SERVICE CONDUITS |
| | EXISTING TACTILE PAVERS |
| | FUTURE STORMWATER DRAIN |
| | FUTURE MAN DRAIN |
| | FUTURE SWALE DRAIN |
| | FUTURE SEWER & MAINTENANCE |
| | FUTURE HOUSE DRAIN |
| | FUTURE ELECTRICITY (UNDER GROUND) |
| | FUTURE ELECTRICITY (OVERHEAD) |
| | FUTURE GAS |
| | FUTURE TELSTRA |
| | FUTURE OPTIC FIBRE |
| | FUTURE WATER |
| | FUTURE RECYCLED WATER |
| | FUTURE AC DRAIN |
| | FUTURE SERVICE CONDUITS |
| | FUTURE TACTILE PAVERS |
| | ZERO LOT LINES |
| | FINISHED BUILDING LEVEL |
| | CHANGE |
| | TOP OF RETAINING WALL LEVEL |
| | BOTTOM OF RETAINING WALL LEVEL |
| | EXISTING RETAINING WALL |
| | FUTURE RETAINING WALL |
| | STRUCTURAL FILL - 200mm DEEP |
| | EXISTING STRUCTURAL FILL - 200mm DEEP |
| | CUT - 200mm DEEP |
| | DITCH/CUT OF FALL |
| | OVERLAND FLOW |
| | EDGE STRIP - SUBSOIL DRAIN, 'NO ROAD' SIGN & BARRIER |
| | EXISTING TREE |
| | PROPOSED TREE |
| | PERMANENT SURVEY MARK |
| | TEMPORARY BENCH MARK |
| | PROPOSED DRIVEWAY & FOOTPATH |
| | PROPOSED INDUSTRIAL DRIVEWAY |
| | PROPOSED SHARED FOOTPATH |
| | PROPOSED ROAD PAVING |
| | EXISTING ROAD PAVING |

WARNING
BEWARE OF UNDERGROUND SERVICES
The locations of underground services are approximate only and their exact position should be proven on site. No work should be commenced until the location of all underground services has been confirmed. Locate all underground services before commencement of works.

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Seventh Bend - Stage 6B
Mellon City Council
Road and Drainage
Layout Plan

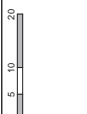
DATE: 02 of 17
DRAWN BY: 204 K8 250E-68-02



NOTE:
1. BIN COLLECTION FOR LOTS 624-626 TO OCCUR OUTSIDE OF LOT 627
2. REFER TO SHEET 16 FOR EXTENDED DRIVEWAY (LANE 6B) JOINTING DETAILS


| ROAD NAME | SERVICES OFFSET TABLE | | | |
|----------------------------------|-----------------------|-------|-------------|-------------|
| | GAS | WATER | ELECTRICITY | OPTIC FIBRE |
| SAINT JAMES DRIVE (LOTS 646-651) | 2.10N | 2.60N | 2.60N | 1.80S |
| PARROT DRIVE W/L (LOTS 619-623) | 2.10N | 2.60W | 2.60E | 1.80S |
| TIMBER DRIVE W/L (LOTS 624-626) | 2.10E | 2.60E | 2.60E | 1.80S |
| TIMBER DRIVE W/L (LOTS 627-630) | 2.10E | 2.60E | 2.60E | 1.80S |

| ROAD NAME | ROAD CLASSIFICATION | RESERVE WIDTH (m) | ROAD WIDTH (m) | | | | VERGE WIDTH (m) | KERB TYPE | VERGE WIDTH (m) | | |
|----------------------------------|---------------------|-------------------|----------------|----------|--------------|---------|-----------------|-----------|-----------------|----------|----------|
| | | | UP TO UP | IN TO IN | BACK TO BACK | MINIMUM | THINNESS | THINNESS | THINNESS | THINNESS | THINNESS |
| SAINT JAMES DRIVE (LOTS 646-651) | AP | 6.40 | 6.40 | 7.30 | 7.60 | 6.00 | 6.00 | 6.00 | 4.05 | 4.05 | 4.05 |
| PARROT DRIVE W/L (LOTS 619-623) | AP | 6.40 | 6.40 | 7.30 | 7.60 | 6.00 | 6.00 | 6.00 | 4.05 | 4.05 | 4.05 |
| TIMBER DRIVE W/L (LOTS 624-626) | AP | 6.40 | 6.40 | 7.30 | 7.60 | 6.00 | 6.00 | 6.00 | 4.20 | 4.20 | 4.20 |
| TIMBER DRIVE W/L (LOTS 627-630) | AP | 6.40 | 6.40 | 7.30 | 7.60 | 6.00 | 6.00 | 6.00 | 4.20 | 4.20 | 4.20 |



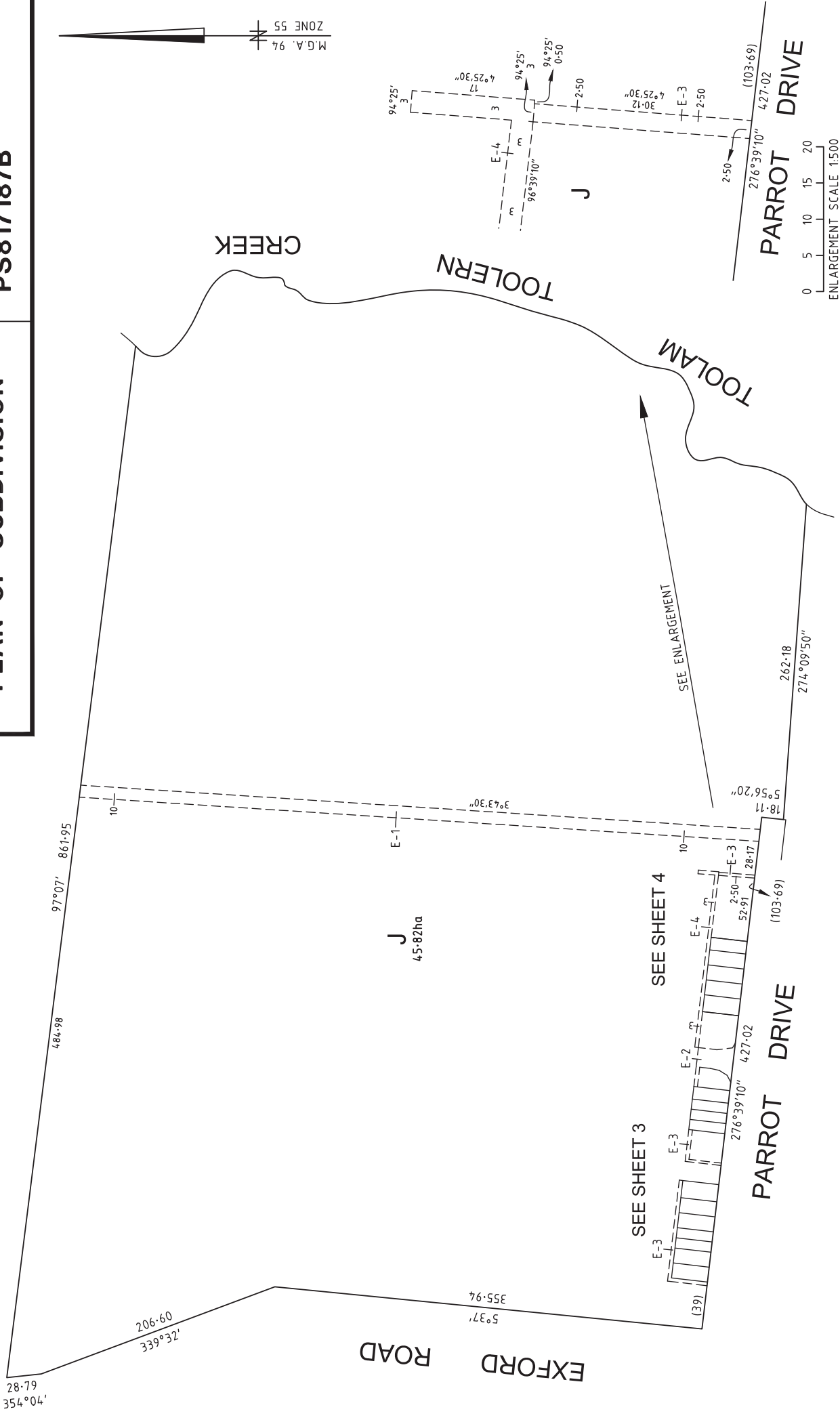
| DATE | REVISION | DESCRIPTION | DESIGNED BY | CHECKED BY | AUTHORISED BY | REFERENCE No. 1 | REFERENCE No. 2 |
|----------|----------|--------------------------------|-------------|------------|---------------|-----------------|-----------------|
| 09/04/18 | 1 | ISSUED TO COUNCIL FOR APPROVAL | S. Saman | M. Grogan | M. Grogan | | |
| 09/04/18 | 2 | ISSUED TO COUNCIL FOR APPROVAL | S. Saman | M. Grogan | M. Grogan | | |


SUBJECT TO APPROVAL

| | | | | |
|---|----------------------|---|--|--|
| PLAN OF SUBDIVISION | | | LV USE ONLY EDITION | PLAN NUMBER PS817187B |
| LOCATION OF LAND PARISH: DJERRIWARRH TOWNSHIP: - SECTION: B CROWN ALLOTMENT: 4 (PART) CROWN PORTION: - TITLE REFERENCES: Vol. Fol. LAST PLAN REFERENCE/S: PS806376K (LOT C) POSTAL ADDRESS: EXFORD ROAD (At time of subdivision) WEIR VIEWS, VIC. 3338 MGA94 Co-ordinates E 286 260 (of approx centre of N 5821 950 land in plan) ZONE 55 | | | COUNCIL NAME: CITY OF MELTON | |
| VESTING OF ROADS AND/OR RESERVES | | | NOTATIONS | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 601 TO 616 (B.I) SEE CREATION OF RESTRICTION A ON SHEET 5 AND RESTRICTION B ON SHEET 6. FOR RESTRICTIONS AFFECTING LOTS 603, 604, 608, 609 AND 610 SEE CREATION OF RESTRICTION C ON SHEET 7 | |
| NIL | NIL | | | |
| NOTATIONS DEPTH LIMITATION 15-24 METRES APPLIES TO ALL THE LAND IN THIS PLAN STAGING This is is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM 248, PM 251 AND PM 252 (DJERRIWARRH) PROCLAIMED SURVEY AREA: P.S.A 27 THIS IS A SPEAR PLAN. SEVENTH BEND 6A 0.538ha | | | 16 LOTS | |
| 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 | SEWERAGE | SEE PLAN | C/E U850266E | WESTERN REGION WATER AUTHORITY |
| E-2 | DRAINAGE | SEE PLAN | THIS PLAN | CITY OF MELTON |
| E-3 | SEWERAGE | SEE PLAN | THIS PLAN | WESTERN REGION WATER AUTHORITY |
| E-4 | DRAINAGE SEWERAGE | SEE PLAN SEE PLAN | THIS PLAN THIS PLAN | CITY OF MELTON WESTERN REGION WATER AUTHORITY |
|  SMEC Member of the Surbana Jurong Group | | SURVEYOR REF: 2250s-06A ANTONY WYATT VERSION B | | ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7 |

PLAN OF SUBDIVISION

PLAN NUMBER
PS817187B





2250S-06A VER B.DWG JO/BC
SMEC
Melbourne Survey T 9869 0813 REF 2250S-06A

ANTONY WYATT

VERSION B

SCALE
1:3000

30 0 30 60 90 120
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 2

PLAN NUMBER
PS817187B

SEE SHEET 4



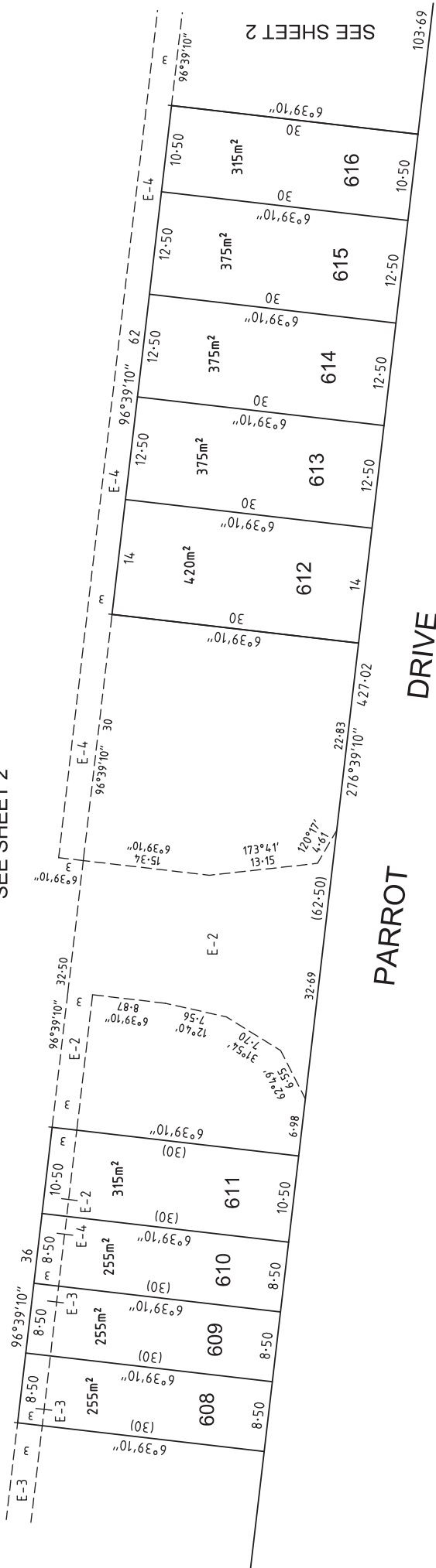
SHEET 3



PLAN OF SUBDIVISION

PLAN NUMBER
PS817187B

J
SEE SHEET 3



2250S-06A VER B.DWG JO/BC

Melbourne Survey T 9869 0813 REF 2250S-06A

SCALE
1:500

LENGTHS ARE IN METRES
0 5 10 15 20

ORIGINAL SHEET
SIZE A3

SHEET 4

ANTONY WYATT
VERSION B

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 601 to 616 (Both Inclusive).

Land to be Burdened: Lots 601 to 616 (Both Inclusive).

Description of Restriction

The registered proprietor or proprietors for the time being of any lot forming part of the land described in this plan must not use the land, permit the use of the land, construct upon the land or allow construction upon the land other than in accordance with the memorandum of common provisions registered in dealing No. AA3444 and which memorandum of common provisions is incorporated in this plan.



CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

| BURDENED LOT No. | BENEFITING LOTS |
|-----------------------------|--|
| 601 TO 616 (BOTH INCLUSIVE) | 601 TO 616 (BOTH INCLUSIVE) OTHER THAN THE RELEVANT BURDENED LOT |

The registered proprietor or proprietors for the time being of any burdened lot must not build or permit to be built or remain on the lot any building other than a building which contains a plumbing system that is capable of being connected to a recycled water supply for toilet flushing and garden watering at a minimum (if such recycled water supply is made available to the lot) and a plumbing system which connects to the potable water supply made available to the lot.



CREATION OF RESTRICTION C

The following restriction is to be created upon registration of Plan of Subdivision PS 817187B by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction

Table of burdened and land benefited

| BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE | BENEFITING LOTS ON THIS PLAN |
|---|------------------------------|
| 603 | 602, 604 |
| 604 | 603, 605 |
| 608 | 609 |
| 609 | 608, 610 |
| 610 | 609, 611 |

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type B)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type B allotments.





SERVICE LOCATIONS ARE IN ACCORDANCE WITH APPENDIX H OF THE MPA GUIDELINES AND THE DETAIL PLAN. **SHOULD NOT** BE RELIED UPON FOR THE ACCURATE POSITIONING OF **DRAINAGE LINES GREATER THAN 4500in.** **BEHIND BACK OF KERB.** PIPES GREATER THAN 4500in. WILL BE HAUNCHED UNDERNEATH KERBS AND CHANNEL WHERE APPLICABLE TO ENSURE THAT PIT WIDTH BEHIND BACK OF KERB DOES NOT EXCEED 0.9m.

| ROAD LAYOUT TABLE | | | | | | | | |
|-----------------------------|---------------------|----------------|------------|--------------|-----------|----------|-----------------|----------|
| ROAD NAME | ROAD CLASSIFICATION | ROAD WIDTH (m) | | | KERB TYPE | | VERGE WIDTH (m) | |
| | | LIP TO LIP | LIP TO INV | BACK TO BACK | NTH/WEST | STH/EAST | NTH/WEST | STH/EAST |
| PARROT DRIVE (LOTS 401-616) | A51 | 6.40 | 7.30 | 7.60 | 82 | 82 | 6.32 | 6.20 |

SUBJECT TO APPROVAL



| Density Zone | Area (ha) |
|------------------|-----------|
| High Density | 4.04 |
| Medium Density | 19.81 |
| Standard Density | 24.72 |
| | 48.57 |

| Lot Type | No. lots | | | % Mix | |
|-----------------------|----------|-----|-----|--------|------|
| | P1 | P2 | P3 | P1+2+3 | |
| Lot depth (32m) | | | | | |
| 18m | 12 | 30 | 19 | 41 | 5% |
| 16m | 10 | 15 | 27 | 52 | 6% |
| 14m | 25 | 42 | 65 | 132 | 16% |
| 12.5m | 30 | 66 | 39 | 135 | 16% |
| 10.5m | 5 | 0 | 0 | 5 | 1% |
| 8.5m | 4 | 56 | 60 | 120 | 7% |
| Sub-total | 86 | 189 | 150 | 425 | 51% |
| Lot depth (30m) | | | | | |
| 18m | 0 | 1 | 1 | 2 | 0% |
| 16m | 0 | 2 | 10 | 12 | 1% |
| 14m | 8 | 18 | 17 | 43 | 5% |
| 12.5m | 12 | 24 | 13 | 49 | 6% |
| 10.5m | 2 | 2 | 0 | 4 | 0% |
| 8.5m | 0 | 10 | 0 | 10 | 1% |
| 6m (near loaded) | 0 | 18 | 0 | 18 | 2% |
| Sub-total | 22 | 75 | 41 | 138 | 16% |
| Lot depth (28m) | | | | | |
| 18m | 1 | 5 | 0 | 6 | 1% |
| 16m | 3 | 0 | 9 | 12 | 1% |
| 14m | 10 | 10 | 21 | 41 | 5% |
| 12.5m | 7 | 5 | 9 | 21 | 3% |
| 10.5m | 0 | 3 | 0 | 3 | 0% |
| 8.5m | 0 | 10 | 0 | 10 | 1% |
| 6m (near loaded) | 0 | 15 | 0 | 15 | 2% |
| Sub-total | 21 | 48 | 39 | 108 | 13% |
| Lot depth (25m) | | | | | |
| 18m | 2 | 0 | 0 | 2 | 0% |
| 16m | 4 | 0 | 3 | 7 | 1% |
| 14m | 3 | 8 | 9 | 20 | 2% |
| 12.5m | 6 | 8 | 11 | 25 | 3% |
| 10.5m | 4 | 3 | 1 | 8 | 1% |
| 8.5m | 0 | 16 | 0 | 16 | 2% |
| 6m (near loaded) | 0 | 43 | 0 | 43 | 5% |
| Sub-total | 19 | 78 | 24 | 121 | 14% |
| Lot depth (16m) | | | | | |
| 14m | 0 | 8 | 0 | 8 | 1% |
| 12.5m | 0 | 11 | 0 | 11 | 1% |
| Sub-total | 0 | 19 | 0 | 19 | 2% |
| Lot depth (21m Depth) | | | | | |
| 12.5m | 4 | 0 | 0 | 4 | 0% |
| 14m | 9 | 0 | 0 | 9 | 1% |
| 16m | 5 | 0 | 0 | 5 | 1% |
| 18m | 1 | 0 | 0 | 1 | 0% |
| Sub-Total | 19 | 0 | 0 | 19 | 2% |
| MD Superlot | | | | | |
| | | | 9 | 9 | 1% |
| Total | 167 | 409 | 268 | 839 | 100% |

| DESCRIPTION | Area (ha) | % of total area | % of total area |
|--|--------------------|-----------------|-----------------|
| SUBJECT SITE AREA | 63.38 | 100% | |
| Unmade Government Road | 0.58 | | |
| TOILEN CREEK | 44.46 | | |
| Land Use to be Future Determined | 3.45 | | |
| Total Masterplan Area | 64.44 | | |
| Infrastructure | 1.28 | | |
| Highway | 1.28 | 2.0% | |
| Service Open Space | 4.99 | 7.8% | |
| Drainage Reserve | 4.99 | 7.8% | |
| UNDEVELOPED OPEN SPACE | 5.89 | 9.3% | |
| Local Park and Conservation Area | 1.73 | 2.7% | |
| Active Open Space | 4.01 | 6.3% | |
| Tree Reserve | 0.15 | 0.2% | |
| UNDEVELOPED OPEN SPACE | 0.31 | 0.5% | |
| Landscape Reserve | 0.31 | | |
| Total Not Developable Area | 48.57 | | |
| Precinct 1 Developable Area | | | |
| Potential Medical Centre | | | |
| Potential Childcare Centre | | | |
| Standard Density Residential | 7.16 | 62% | |
| Medium Density Residential | | | |
| Medium Density Superlot | | | |
| Road | 6.47 | 33% | |
| Total Precinct 1 Developable Area | 14.18 | | |
| Total Lots | 187 | | |
| Dwelling Density | 14.4 Dwellings/ha | | |
| Average Lot Size | 633 m ² | | |
| Precinct 2 Developable Area | | | |
| Potential Medical Centre | | | |
| Potential Childcare Centre | | | |
| Standard Density Residential | 0.21 | | |
| Medium Density Residential | 12.10 | | |
| Medium Density Superlot | 1.35 | | |
| Road | 6.53 | | |
| Total Precinct 2 Developable Area | 20.19 | | |
| Total Lots | 609 | | |
| Dwelling Density | 20.0 Dwellings/ha | | |
| Average Lot Size | 329 m ² | | |
| Precinct 3 Developable Area | | | |
| Potential Medical Centre | | | |
| Potential Childcare Centre | | | |
| Standard Density Residential | 11.39 | 69% | |
| Medium Density Residential | | | |
| Medium Density Superlot | 0.35 | 2% | |
| Road | 4.76 | 29% | |
| Total Precinct 3 Developable Area | 16.50 | | |
| Total Lots | 263 | | |
| Dwelling Density | 15.9 Dwellings/ha | | |
| Average Lot Size | 633 m ² | | |
| Precincts 1+2+3 Developable Area | | | |
| Potential Medical Centre | 0.22 | 0% | |
| Potential Childcare Centre | 0.21 | 0% | |
| Standard Density Residential | 10.65 | 63% | |
| Medium Density Residential | 1.35 | 3% | |
| Medium Density Superlot | 0.35 | 2% | |
| Road | 11.79 | 33% | |
| Total Precincts 1+2+3 Developable Area | 48.57 | | |
| Total Lots | 839 | | |
| Dwelling Density | 17.3 Dwellings/ha | | |
| Average Lot Size | 381 m ² | | |

Overall Masterplan

Exford Road, Melton
Date Issued: 19/06/2017 | Revision: B
SMC Project Reference: 300422501.00
Drawn by: M. Hills | Checked by: C. Davis



DRAFT

Urban Design
Landscape Architecture
Town Planning



Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by:

Name: BECK LEGAL, Solicitors
Phone: 03 5445 3333
Address: 177 View Street
Bendigo VIC 3550
Reference: 538849-19
Customer Code: 0469S

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 (**MCP**) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

1. INTRODUCTION

- 1.1. This MCP has been prepared by or on behalf of Exford Road Properties Pty Ltd (**ERP**) in order to regulate the use, siting, form and design of residential development at the Seventh Bend Estate, so as to create a high level of amenity for owners and residents of allotments within the Plan.
- 1.2. The provisions of this MCP are incorporated into the restrictions created by any plan of subdivision expressed to be subject to the terms of this MCP (**Plan**).
- 1.3. The Plan and this MCP restrict certain owners from developing an allotment other than in accordance with this MCP.
- 1.4. This MCP is retained by the Registrar of Titles pursuant to section 91A of the Transfer of Land Act 1958.
- 1.5. A reference to "Land" in this MCP means an allotment on the Plan.
- 1.6. A copy of the Seventh Bend Design Guidelines can be obtained from the Seventh Bend Design Assessment Panel by request to email mike@urbtech.com.au or by post to Urbtech Pty Ltd PO Box 394, Donvale, Victoria 3111.

2. APPROVAL REQUIRED FROM SEVENTH BEND DESIGN ASSESSMENT PANEL

- 2.1. The registered proprietor/s of the Land must not commence construction of any improvements (including a dwelling) on the Land unless copies of building plans, elevations, site plans, landscaping plans and a schedule of colours and materials (**the Works Plans**), have been submitted to ERP or the Seventh Bend Design Assessment Panel (**DAP**) and ERP or the DAP has given its written approval to the Works Plans prior to the commencement of any building works.
- 2.2. The Works Plans must be consistent and comply with the Seventh Bend Design Guidelines.
- 2.3. The Works Plans must be endorsed by ERP or the DAP as complying with this MCP and being consistent with the Seventh Bend Design Guidelines before a building permit is applied by or on behalf of the registered proprietor/s of the Land.
- 2.4. Where it is known that an additional planning permit or other approval is required for the proposed construction on the Land, ERP or the DAP will only consider endorsing the plans after these permits or approvals have been obtained from the relevant authority.
- 2.5. Endorsement by ERP or the DAP does not warrant, imply or in any way suggest that the endorsed

30800812A

MCP

1. The provisions are to be number 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.

Page 1 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

development plans comply with the Melton Planning Scheme or the Building Regulations 2006 in force at the time of the endorsement.

- 2.6. The approval required from ERP or the DAP in accordance with this clause 2 may be given or refused at the absolute discretion of ERP or the DAP.

3. FENCING

The registered proprietor/s of the Land must not:

- 3.1. construct on the Land any fence not in accordance with the Seventh Bend Design Guidelines as maintained and amended from time to time by ERP or the DAP;
- 3.2. construct on the Land any fence that is constructed of any material other than capped timber palings with a plinth and exposed posts (except where permitted by the Seventh Bend Design Guidelines);
- 3.3. construct on the Land any fence not equal to a height of 1.8 metres from the natural ground level (except where permitted by the Seventh Bend Design Guidelines); or
- 3.4. remove or in any way alter any fence that has been constructed on the Land or in any way interfere with or attempt to change or modify the colour of such fence.

4. SINGLE DWELLING ONLY

No more than one dwelling may be constructed on any single allotment on the Plan.

5. NO FURTHER SUBDIVISION

The registered proprietor/s of the Land must not further subdivide the Land following registration of the Plan.

6. RETAINING WALLS

The registered proprietor/s of the Land must not carry out any site-works, excavation, filling or construct any fencing or retaining walls or remove, interfere with or compromise or do anything that may tend to or interfere with or compromise any batter or retaining wall on the Land or any adjoining or nearby land without the prior written consent of ERP or the DAP.

7. CONDITION OF LAND

The registered proprietor/s of the Land must not allow the Land to be kept other than in a neat and tidy condition and to the satisfaction of ERP or the DAP at all times.

8. TIMING OF COMPLETION OF WORKS

The registered proprietor/s of the Land must not:

- 8.1. delay or permit to be delayed the commencement or completion of any works on the Land that have been approved by ERP or the DAP; or
- 8.2. allow the Land to remain vacant and unimproved for a period that exceeds 18 months from registration of the Plan by the Registrar of Titles.

9. VARIATION OF WORKS OR LANDSCAPING

The registered proprietor/s of the Land must not vary or allow any variation to any building, works or landscaping that has been approved by ERP or the DAP.

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MCP

Page 2 of 4

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Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

10. SALE OF UNIMPROVED PROPERTY

Except where the registered proprietor of the Land is ERP, the registered proprietor/s of the Land must not erect or allow others to erect a "for sale" sign on the Land prior to the issuing of an occupancy permit for a dwelling constructed on the Land.

11. PROHIBITED CONSTRUCTION

The registered proprietor/s of the Land must not:

- 11.1. erect or construct any pool, tennis court, external sign, hoarding, tank, clothes line, letter box, mast, pole, landscaping or fence of any description or television antenna or radio aerial on the Land or upon any building constructed upon the Land without the prior written consent of ERP or the DAP;
- 11.2. erect any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar structure upon the burdened land without the prior approval of ERP or the DAP;
- 11.3. construct or allow the construction of any buildings over a registered easement or allow any buildings to remain over a registered easement unless:
 - 11.3.1. such construction is provided for by that easement; or
 - 11.3.2. the written consent of all parties who receive the benefit of the easement or whose land receives the benefit of the easement has been obtained.

12. USE OF LAND

The registered proprietor/s of the Land must not:

- 12.1. use the Land for any purpose except a dwelling and/or a home occupation as defined in the Melton Planning Scheme without the prior written consent of ERP or the DAP;
- 12.2. use the Land or any part of the Land for any purpose or use unless such purpose or use is permitted (either unconditionally or subject to consent of Melton City Council) by the Melton Planning Scheme; or
- 12.3. apply for any permit to use or develop the Land without the prior written consent of ERP or the DAP.

13. COVENANT

Each registered proprietor of an allotment on the Plan (**Burdened Land**), their executors, administrators and assigns covenant for the benefit of the registered proprietor or proprietors and their executors, administrators and assigns of all other allotments on the Plan (other than the Burdened Land) to comply with the terms set out in this MCP.

14. EXPIRY OF PROVISIONS

Each registered proprietor of the Land must comply with the terms set out in this MCP:

- 14.1. until the date that is 10 years from the date of registration of the Plan (**Sunset Date**); or
- 14.2. unless that registered proprietor has obtained the prior written consent of ERP or the DAP before the Sunset Date (which may be provided by ERP or the DAP subject to any conditions).

30800812A

MCP

Page 3 of 4

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Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Memorandum of Common Provisions

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Certifications

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

Executed on behalf of EXFORD ROAD PROPERTIES PTY LTD ACN 618 510 302

Signer Name MARK LESLIE DONALDSON

Signer Organisation BECK LEGAL

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

30800812A

MCP

Page 4 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Our ref: PA2011/3427/1

1 May 2014

Ms Heidi Wilson
YourLand Developments
57A Queen Street
BENDIGO VIC 3550

Dear Heidi,

Planning Permit

No. PA2011/3427
Land: 180-238 Exford Road, Melton South
Proposal: Extension of time for permit associated with —a Multi Lot Staged | Residential Subdivision, Removal of Easement and Associated Works.

I refer to your letter dated 15 April 2014 requesting an extension of time to the above planning permit.

I wish to advise that the permit has now been amended and a copy is enclosed.

This permit has now been extended to allow an additional two (2) years for the first stage of the plan of subdivision to be certified. The development will now expire if the plan of subdivision for the first stage is not certified by 16 May 2016.

If you have any queries regarding this matter please contact me on 9747 7140.

Yours Sincerely,



Isen Goga
Major Developments Planner

Encl

Our ref: PA2011/3427/1

7 June 2016

Ms Heidi Wilson
YourLand Developments
57A Queen Street
BENDIGO VIC 3550

Dear Heidi,

Planning Permit

No. PA2011/3427
Land: 180-238 Exford Road, Melton South
Proposal: Extension of time for permit associated with —a Multi Lot Staged Residential Subdivision, Removal of Easement and Associated Works.

I refer to your letter dated 22 May 2016 requesting an extension of time to the above planning permit.

I wish to advise that the permit has now been amended and a copy is enclosed.

This permit has now been extended to allow an additional two (2) years for the first stage of the plan of subdivision to be certified. The development will now expire if the plan of subdivision for the first stage is not certified by 16 May 2018.

Please note that Council is unlikely to support a further extension of time request for this application in the future.

If you have any queries regarding this matter please contact me on 9747 7140.

Yours Sincerely,



Isen Goga
Major Developments Planner

Encl

Our ref: PA2011/3427/4
Your ref: PA2011/3427

16 August 2017

SMEC -Australia & New Zealand Division
L 10 71 Queens Road
MELBOURNE VIC 3004

Dear Sir/Madam

Planning Permit

No. PA2011/3427/4
Land: LOT: 2 PS: 623039X V/F: 11118/725, 180-238 Exford Road WEIR VIEWS
Proposal: Amended plans associated with a residential subdivision and removal of easement

I refer to your letter dated 25 May 2017 requesting an amendment to the above planning permit.

I wish to advise that the permit has now been amended as requested and a copy is enclosed.

Please note you must comply with the conditions of the permit at all times in order for the approval to remain valid.

Yours sincerely



Morris Edwards
Major Development Planner

Encl.



Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING PERMIT (Amended)

Permit No:
Planning Scheme:
Responsible Authority:

PA2011/3427/4 (Amended)
Melton Planning Scheme
Melton City Council

ADDRESS OF THE LAND:

LOT: 2 PS: 623039X V/F: 11118/725, 180-238 Exford Road WEIR VIEWS

THE PERMIT ALLOWS:

Multi Lot Staged Residential Subdivision, Removal of Easement and Associated Works in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

1. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Building Envelopes & Small Lot Housing Code

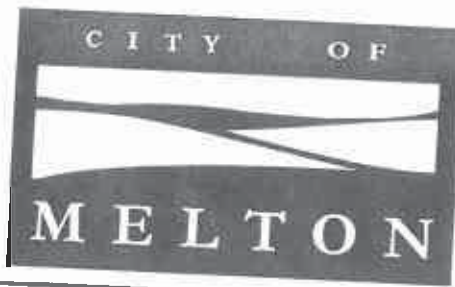
2. The Small Lot Housing Code incorporated into the Melton Planning Scheme is endorsed under this planning permit.
3. The Small Lot Housing Code must be shown as a restriction (on a plan of subdivision certified under the Subdivision Act 1988) that is recorded on the register under the Transfer of Land Act 1958 in relation to an allotment that is less than 300sqm in area ensuring that:
 - a) The Small Lot Housing Code to apply to each relevant lot;
 - b) All buildings to conform to the Small Lot Housing Code on the relevant lot; and
 - c) The Small Lot Housing Code to cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of a dwelling on the land.
4. Prior to the Certification of a Plan of Subdivision for each stage, a plan must be submitted, that identifies lots within that stage that are less than 300sqm and to which the Small Lot Housing Code applies, and identifies each lot as either type a or b under the Code to the satisfaction of the Responsible Authority.

Page 1 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

**Signature of the
Responsible Authority:**

A handwritten signature in black ink, appearing to be "A. C.", written over a horizontal line.



Planning Permit PA2011/3427 Continued

Housing and Design Guidelines

5. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land.

Public Infrastructure Plan

6. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for Stage 1 of the subdivision, an amended Public Infrastructure Plan (PIP) is required to be submitted to and approved by Council. The amended PIP must be generally in accordance with the PIP submitted with the application dated March 2012, but must incorporate the following changes to proposed works and contributions:
 - a) The works in kind associated with Exford Road must be based on construction costs and not the percentage of works area.
7. Prior to the issue of a Statement of Compliance, for the first stage of a development, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the Act which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan. Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.
8. The landowner under this permit must pay the reasonable costs of the preparation, execution and registration of the 173 Agreement.

Landscaping

9. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, a detailed Landscape Plan prepared by a suitably qualified or experienced person in landscape design must be submitted to and approved by the Responsible Authority. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:
 - a) A survey (including location, size and botanical name) of all existing vegetation on the land.
 - b) Vegetation that is approved to be retained, removed and/or lopped.
 - c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - d) Dimensions and total area of all public open space reserves.
 - e) The proposed road reserve widths including any proposed areas within the road reserves set aside for planting.

Page 2 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be "A. Brown", written over a horizontal line.



Planning Permit PA2011/3427 Continued

- f) The general layout of street tree and reserve plantings to the satisfaction of the Responsible Authority.
- g) The proposed location of any structures, street furniture items, paths and other pavement areas, bbq with shelters, seating, bins, drinking fountains, playground and play items.
- h) Indicative design of entrance treatments.
- i) The location and indicative design of any Water Sensitive Urban Design (WSUD) structures to assist in the maintenance of landscaping, water quality and water retardation (eg: bio-retention swales, rain gardens, permeable paving).
- j) The style and location of fencing including walkways and open space reserve fencing.
- k) Use of predominately indigenous species, where appropriate, complementary to Indigenous Ecological Vegetation Communities and be wind and drought tolerant.
- l) Public lighting in open space areas in accordance with the relevant Australian Standard.

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

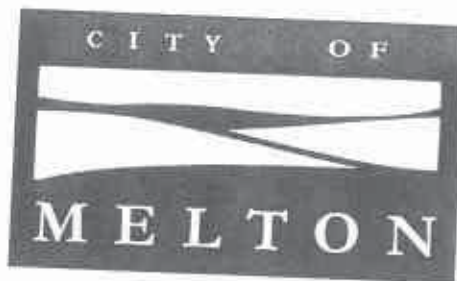
- 10. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, or by such later date as approved by the Responsible Authority in writing, the landscape works as shown on the endorsed plans, must be carried out and completed, or bonded, to the satisfaction of the Responsible Authority.
- 11. The landscaping (except for grass in nature strips of streets) shown on the approved landscape plans, must be maintained to the satisfaction of the Responsible Authority for a period of two years from the issue of a Certificate of Practical Completion of landscaping for that stage, including that any dead, diseased or damaged plants are to be replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.
- 12. Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the Responsible Authority to undertake an inspection prior to the issue of the Certificate of Final Completion.
- 13. No later than 21 days after issue of Certificate of Practical Completion for landscaping the following must be submitted:
 - a) A complete set of 'as constructed plans' (which will be the stage landscape plan amended if necessary to show any changes that may have occurred during construction), in hard copy transparent film;
 - b) An 'as constructed stage landscape plan' in digital file format (currently AutoCAD 2000), or other format to the satisfaction of the Responsible Authority.

Page 3 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

Signature of the
Responsible Authority:

A handwritten signature in blue ink, appearing to be "A. C.", written over a horizontal line.



Planning Permit PA2011/3427 Continued

14. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, any side or rear fencing abutting a Council Reserve must be constructed at no cost to and to the satisfaction to the Responsible Authority.

Engineering

15. All existing aerial services on the eastern side of Exford Road or located throughout the development site must be relocated underground to the satisfaction of the Responsible Authority.
16. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* and prior to the lodgement of engineering construction plans, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
- a) A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, speed control and traffic management devices to be incorporated into the development.
 - b) The interim and ultimate intersection layout for the access road must be provided to the Responsible Authority for approval along with the associated traffic report.
 - c) A drainage management strategy detailing catchments both internal and external to the development, 1 percent AEP flow paths and flow volumes for the entire development. This strategy must include permanent on-site stormwater quality improvement measures.
 - d) A mobility plan detailing pedestrian access, bike/hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
 - e) Identification of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
 - f) Identification of all trees to be removed from the site.
 - g) Any other items or documents specified in the current 'Engineering Design and Construction Manual for Subdivision in Growth Area'.
17. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority. Before any roads/drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The construction plans will not be considered until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been lodged for certification with the Responsible Authority and the location of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale with dimensions and one

Page 4 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be "J. Taylor", written over a horizontal line.



Planning Permit PA2011/3427 Continued

copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided. The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and lodged plan of subdivision.
- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the Toolern Precinct Structure Plan, except for the road pavement width associated with the local street, which must be 7.3m wide. Otherwise, the road cross-section must comply with Council's current Engineering Design and Construction Manual.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends and intersections to be a minimum of that provided at the mid block.
- i) Priority intersection treatments shall be provided at intersections, 90-degree bends and at standard "T" intersections. The priority intersection treatment shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island on the minor road.
- j) Low profile splitter island, solid white centreline pavement marking and RRPM's on all 90-degree bends on all through roads.
- k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- l) Provision of concrete footpaths in all streets and reserves except for rear lanes. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- m) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.
- n) Car parking layout for each cul-de-sac indicating how car parking and vehicular access can be achieved. Turning templates are to be provided for verification.

Page 5 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be "J. Brown", written over a horizontal line.



Planning Permit PA2011/3427 Continued

- o) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- p) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.
- q) The street lighting shall be designed in accordance with Council's currently public lighting policy and AS1158. The lighting category shall be sought from Council.
- r) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act and be to the satisfaction of the Responsible Authority.
- s) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- t) Provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- u) The location and provision of vehicle exclusion mechanisms abutting reserves.
- v) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- w) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- x) Provision for the utilisation of any surplus topsoil from this stage.
- y) Permanent survey marks.
- z) Details in relation to all filling on the site that must be compacted to specification approved by the Responsible Authority.
- aa) The relocation underground of all existing aerial services as required under Condition 16 of this permit, shown on the services layout plan.

Drainage

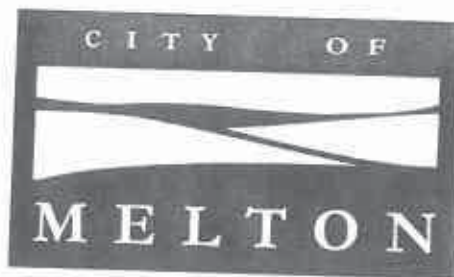
- bb) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority.
- cc) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall.
- dd) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
 - o 80% retention of the typical annual load of total suspended solids
 - o 45% retention of the typical annual load of total phosphorus; and
 - o 45% retention of the typical annual load of total nitrogen.
- ee) Each lot shall be provided one drainage discharge point.

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**Signature of the
Responsible Authority:**

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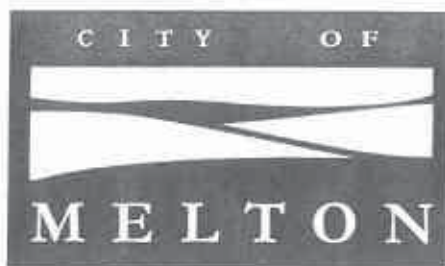
Planning Permit PA2011/3427 Continued

- ff) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood level of the water course or water body.
 - gg) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 flooding.
 - hh) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.
18. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, the developer must construct in accordance with the approved engineering plans and to the satisfaction of the Responsible Authority:
- a) Roads, including traffic management devices, footpaths, shared foot/cycle paths and vehicular crossings to each lot;
 - b) Drainage;
 - c) Public open space reserves; and
 - d) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid, as shown on the approved construction plans.
19. Prior to the commencement of the defects liability period the following must be submitted to the satisfaction of the Responsible Authority:
- a) A complete set of 'as constructed plans' of site works, in hard copy transparent film and digital file format AutoCAD (2000). The digital files must have a naming convention to enable identification of Council assets listed.
 - b) A list of asset quantities which include the following Council assets:
 - Total length of Roads, Footpath, Kerb and Channel.
 - Total number of Bridges, WSUD features, Traffic calming devices.
 - Total length of pipe and number of pits for Drainage and Telecommunications.
 - Total number of streetlights.
 - c) Asset information in digital format to include drainage data as per "A-Spec" (the Consultant/Developer Specifications for the delivery of drainage data to Local Governments).

Construction

20. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan

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Planning Permit PA2011/3427 Continued

will be endorsed and will then form part of this permit. The Construction Management Plan must include, but not limited to the following:

- a) Proposed working hours;
- b) Haulage routes to the site;
- c) Methods of dust suppression;
- d) Sediment control and gross pollutant management;
- e) Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
- f) Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);
- g) Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
- h) Vehicle exclusion areas; and
- i) Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free.
 - All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas.
 - Contractors working on the site to be inducted into an environmental management program for construction work.
 - Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.
21. Construction activities must be managed so that the amenity of the area is not detrimentally affected, through the:
- a) Transport of materials, goods or commodities to or from the land.
 - b) Inappropriate storage of any works or construction materials.
 - c) Hours of construction activity.
 - d) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, water and storm water runoff, waste products, grit or oil.
 - e) Presence of vermin.

Development Infrastructure

22. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.

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Planning Permit PA2011/3427 Continued

23. Where the subdivision is to be developed in stages the development infrastructure levy for that stage must be paid to the Responsible Authority within the time specified provided that a schedule of Development Contributions is submitted with each staged plan of subdivision. The schedule must show the amount of development contributions payable for each stage and paid in respect of prior stages to the satisfaction of the Responsible Authority.

General Conditions

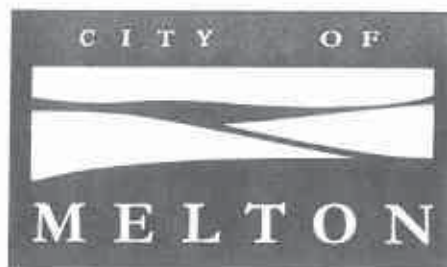
24. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.
25. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
26. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.
27. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authorities in accordance with Section 8 of that Act.
28. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the *Subdivision Act 1988*.
29. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
- a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision; and
 - b) A clear A3-sized photocopy of the Title Office approved Plan of Subdivision.
30. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, for each stage, provisions for open access underground conduits for optical fibre cabling and allowance for connection to adjoining developments must be provided to the satisfaction of the Responsible Authority. The conduit and associated infrastructure is to be protected from damage to the satisfaction of the Responsible Authority.
31. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.

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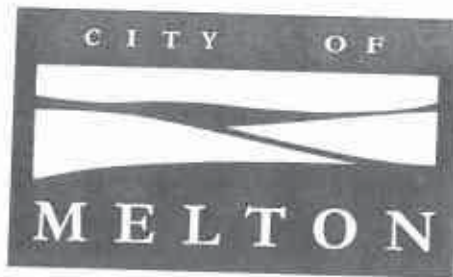
32. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Toolern Precinct Structure Plan.
33. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
34. Street number markers must be provided on the kerb in front of each lot to the satisfaction of the Responsible Authority.
35. Streets must be named to the satisfaction of the Responsible Authority prior to the certification of the relevant Plan of Subdivision.
36. Land required for public open space as a local or District Park as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Toolern Development Contributions Plan.
37. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Toolern Development Contributions Plan.
38. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton Shire Council or another relevant person or body.
39. Irrespective of whether the relevant water authority has entered into an agreement with the owner of the land, any plan of subdivision must contain a restriction which provides that no dwelling or commercial building may be constructed on any lot unless the building incorporates plumbing for a recycled water supply for, at the minimum, toilet flushing and garden watering use where it is to be become available.
40. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.

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41. Any requirement or conditions set out in the Toolern Precinct Structure Plan and the Toolern Native Vegetation Precinct Plan are implemented as part of the planning permit or the plan endorsed under this permit.
42. The 20 metre wide government road running in an east-west direction on the northern boundary of the site must be declared open prior to the construction of this road to the satisfaction of the Responsible Authority.
43. The Waste Management Plan prepared by Waste Tech Services Pty Ltd, dated 20 April 2012, endorsed as part of this permit must be complied with at all times to the satisfaction of the Responsible Authority.

Environment

44. Weeds as referred to in Department of Sustainability and Environment Advisory list of environmental weeds of the Inland Plains Bioregions of Victoria, May 2009 must not be planted on the subject land.
45. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
46. All noxious weeds must be controlled. Any weed infestation resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
47. All native vegetation to be retained according to the Toolern Native Vegetation Precinct Plan (NVPP) is retained and protected in accordance with the planning permit PA2011/3427 and the Toolern NVPP.

Country Fire Authority

Hydrants

48. Operable hydrants, above or below ground must be provided to the satisfaction of the Responsible Authority.
49. The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120m and hydrants must be no more than 200m apart.
50. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes available under publications on the Country Fire Authority website (www.cfa.com.au).

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Roads

51. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
52. The average grade must be no more than 1 in 7 (14.4%) (8.1%) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.

Telecommunication

53. 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 (NBN) will not be provided by optical fibre.
54. 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 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 (NBN) will not be provided by optical fibre.

Tenix

55. Easements in favour of SPI Networks (Gas) Pty Ltd must be created in the plan to the satisfaction of the Responsible Authority.

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56. The plan of subdivision submitted for certification must be referred to SP AusNet (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Powercor

57. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
58. The application shall:

- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
- Any buildings must comply with the clearances required by the Electrical Safety (Network Assets) Regulations.
- Any construction work must comply with the Officer of the Chief Electrical Inspection "No Go Zone" rules.
- Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of caveat prior to the registration of the plan of subdivision.

- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and

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adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.

- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Western Water

59. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at the time of payment.
60. The owner/applicant shall fund a feasibility study for the proposed water supply and sewerage services needed to serve the development.
61. Integrated Water Management must be incorporated into the development in accordance with the latest version of "The Toolern Precinct Structure Plan" to the satisfaction of Western Water.
62. The owner/developer must enter into an Agreement with Western Water regarding the existing sewer main traversing the property. The form of such an Agreement shall be to the satisfaction of Western Water.
63. Provision of reticulated potable and recycled water mains and associated construction works to front each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
64. Any existing water service which crosses any of the proposed allotment boundaries within the proposed development must be disconnected and relocated at the developer's expense, to be wholly within one allotment only and to the satisfaction of Western Water.

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65. The developer is required to demonstrate compliance with the relevant 'Health and Environment Management Plan', relating to the supply and use of recycled water, to the satisfaction of Western Water.
66. Provisions of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
67. Provisions of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and in accordance with WSA standards for dedicated sewer easements.
68. Pursuant to Section 36 of the Subdivision Act, Western Water considers that for the economical and efficient subdivision and servicing of the land covered by the Application for Permit it requires the owner of the land to acquire an easement over other land in the vicinity, namely, any land not owned by the Developer through which a sewerage extension servicing the development is to be located. The easements created shall be in favour of Western Water.
69. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.
70. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage, water or recycled water works required. The form of such Agreement shall be to the satisfaction of Western Water. A copy of the format of the Agreement will be provided on request. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
71. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit and/or a Recycled Water Carters Permit from Western Water and comply with that permit/s at all times. The Water Carter Permit will include a requirement for the Water Carter Permit holder to:
 - Own a metered hydrant approved by Western Water;
 - Meter and pay for all water taken;
 - Display a Western Water Permit Number Sticker on the tanker;
 - Only take water from nominated hydrants or standpipes;
 - Only use water for the purposes approved in the Water Carters Permit;
 - Avoid wastage of water on site; and
 - Comply with any water restrictions imposed by Western Water at the time water is used.

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For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, recycled water, mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above.

Department of Sustainability and Environment

72. Native vegetation retention and removal must be in accordance with the NVPP Tables 1 to 4 of the Native Vegetation Precinct Plan of the Toolern Precinct Structure Plan.
73. Prior to the commencement of any works during the construction phase, a highly visible vegetation protection fence must be erected, protecting at least twice the canopy diameter of each scattered tree and more than two metres from all other native vegetation which has been identified to be protected in the NVPP referred to in Schedule 52.16 of the Melton Planning Scheme unless otherwise agreed to in writing by the Secretary of the Department of Sustainability and Environment and to the satisfaction of the Responsible Authority.
74. Water run-off must be designed to ensure that retained native vegetation is not compromised.
75. Any construction stockpiles and machinery must be placed away from areas supporting native vegetation, fill and drainage lines to the satisfaction of the Responsible Authority.
76. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991).
77. Prior to felling, any tree which may be removed must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and translocated to the closest suitable vegetation in consultation with the Department of Sustainability and Environment.
78. Prior to the commencement of any subdivision and associated works, a fully costed Striped Legless Lizard translocation/salvage plan must be prepared to the satisfaction of the Department of Sustainability and Environment and submitted to and approved by the responsible authority. The approved Striped Legless Lizard

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translocation/salvage plan must be implemented to the satisfaction of the Responsible Authority.

79. Only indigenous plans of local province mat be used in revegetation works of designated biodiversity reserves.
80. Crown Allotment 4A, Section B must not be used for legal access to properties.
81. Crown land must not be fenced in or used as private property.
82. The government road can only be used for road purposes and no buildings can be constructed.

Melbourne Water

83. An appropriate Stormwater Management Strategy (inclusive of modelling) for the subdivision (in electronic format) must be submitted for Melbourne Water's review and endorsement. This strategy should align with previous advice from Melbourne Water and generally be in accordance with the relevant Precinct Structure Plan, it must also demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision and details relating to any proposed major drainage assets passing through the site. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed (retardation and sediment control).
 - When a Stormwater Management Strategy is available for review and endorsement, an application can be made online: <https://www.melbournewater.com.au/Planningandbuilding/Applications/Pages/Stormwatermanagement-strategy-review.aspx>
84. Prior to the Certification of any stage of the estate, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
85. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner.
86. 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

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Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

87. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the issue of a Statement of Compliance, a Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records
88. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions (eg. retardation and sediment control) have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
89. Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
90. Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.
 - For queries contact Asset Services on 131 722 or assetservices@melbournewater.com.au
91. Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
92. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water wetland, retarding basin or waterway, whichever one is greater.
93. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing

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finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records

94. The Developer/Owner must arrange and fully fund fencing along the common boundary with any future Melbourne Water reserve to the satisfaction of Melbourne Water.
95. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
96. Local drainage must be to the satisfaction of Council.
97. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
98. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Planning and Building website.

Expiry

99. This permit will expire if:
 - a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
 - b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
 - c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within three months afterwards.

Notes:

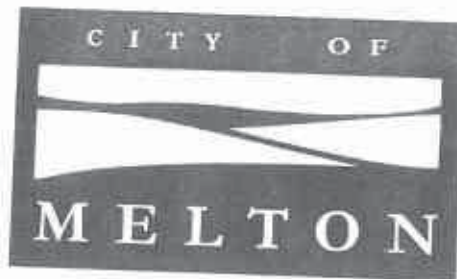
- I. Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You Dig = Ph: 1100.
- II. For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.

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- III. It is recommended that, at an early date, the applicant commences negotiations with Powercor for supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued once all electricity works are completed (the release to the municipality enabling a Statement of Compliance to be issued).
- IV. Prospective purchasers of lots in this subdivision should contact Powercor Australia Ltd to determine the availability of a supply of electricity. Financial contributions may be required.
- V. Where the land is to be developed in stages, the above conditions will, in general, apply to any subsequent stage of the estate development. However, as any future stages of the development will be connected to Western Water's water supply and sewerage systems independently of this stage, Western Water reserves the right to revise any conditions applicable to any subsequent stages lodged.
- VI. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting Melbourne Water's reference 203168.

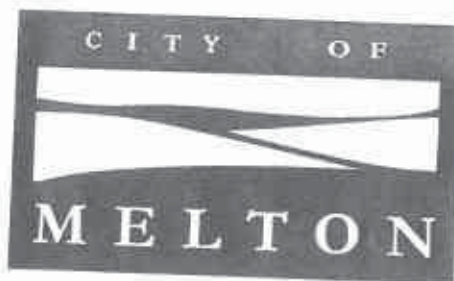
THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

| Date of amendment | Brief description of amendment |
|--------------------------|---|
| 8 April 2013 | <p>1. Condition 2 amended to read:</p> <p><i>"Before a plan of subdivision is certified each lot less than 300 square meters in area must contain a building envelope (in accordance with Part 4 of the Building Regulations) to the satisfaction of the Responsible Authority"</i></p> <p>2. Deleted Condition 4(c).</p> <p>3. Deleted Condition 5 and replaced with:</p> <p><i>"The Small Lot Housing Code incorporated into the Melton Planning Scheme is endorsed under this planning permit."</i></p> <p>4. Deleted Condition 6 and replaced with:</p> <p><i>"The Small Lot Housing Code must be shown as a restriction (on a plan of subdivision certified under the Subdivision Act 1988) that is recorded on the register under the Transfer of Land Act 1958 in relation to an allotment that is less than 300sqm in area"</i></p> |

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Signature of the
Responsible Authority:



Planning Permit PA2011/3427 Continued

| | |
|----------------|---|
| | <p>ensuring that:</p> <ol style="list-style-type: none"> The Small Lot Housing Code to apply to each relevant lot; All buildings to conform to the Small Lot Housing Code on the relevant lot; and The Small Lot Housing Code to cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of a dwelling on the land." <p>5. A new Condition 7 to state:</p> <p>"Prior to the certification of a plan of subdivision for each stage, a plan must be submitted, that identifies lots within that stage that are less than 300sqm and to which the Small Lot Housing Code applies, and identifies each lot as either type a or b under the Code to the satisfaction of the Responsible Authority."</p> <p>6. A new Condition 8 to. state:</p> <p>"The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land."</p> <p>7. Subsequent renumbering of existing conditions.</p> |
| 16 August 2017 | <p>Amended permit and plans to include Stage 5 in the permit area. In particular the following conditions were amended:</p> <ul style="list-style-type: none"> Condition 50 to update the requirement to comply with the Toolern NVPP Amended Melbourne Water conditions, 85-100 in accordance with Melbourne Water referral response. Amended telecommunication conditions in accordance with the standard conditions at Clause 66 of the Melton Planning Scheme Subsequent renumbering of Conditions |

Date Issued: 16 May 2012
 Amended: 8 April 2013
 16 August 2016

Signature of the
 Responsible Authority:



Planning Permit PA2011/3427 Continued

Extension of Time

An extension of time was granted on 30 April 2014 to allow an additional two (2) years for the first stage of the plan of subdivision to be certified. The development will now expire if the plan of subdivision for the first stage is not certified by 16 May 2016.

A subsequent extension of time was granted on 7 June 2016 to allow an additional two (2) years for the first stage of the plan of subdivision to be certified. The development will now expire if the plan of subdivision for the first stage is not certified by 16 May 2018.

Page 22 of 22

Date Issued: 16 May 2012
Amended: 8 April 2013
16 August 2016

**Signature of the
Responsible Authority:**

A handwritten signature in black ink, appearing to be "J. K. Smith", written over a horizontal line.

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**.)

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**.

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 & 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 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 **Subdivision 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.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

MELTON PLANNING SCHEME

This is the amended plan referred to in

Planning Permit No PA7011/3427

Plan 1 of 1 Condition 1

Signature of Responsible Authority [Signature] Date 16/8/17

FUTURE RESIDENTIAL

FUTURE RESIDENTIAL

FUTURE TOOLERN PARK

SUPERLOT

EXISTING RESIDENTIAL

ROAD

STREET

WAY

BANDON

GLENELLY

AYONMORE

CASTLETOWN BOULEVARD

| DEVELOPMENT ANALYSIS | | |
|-----------------------|-----------|--------------|
| | Area (ha) | % Precinct 1 |
| Precinct 1 | 18.68 | |
| Superlot | 3.40 | |
| Site Application Area | 14.68 | |

| ARTERIAL ROADS | | |
|----------------|-----------|--------------|
| | Area (ha) | % Precinct 1 |
| Future Road | 1.28 | 7.00% |

| Open Space | | |
|--|-----------|--------------|
| | Area (ha) | % Precinct 1 |
| CREDITED OPEN SPACE | | |
| Local Park (Including Conservation Area) | 1.73 | 9.57% |

| UNCREDITED OPEN SPACE | | |
|----------------------------|-----------|--------------|
| | Area (ha) | % Precinct 1 |
| Landscape Reserves | 0.04 | 0.22% |
| TOTAL NET DEVELOPABLE AREA | 11.63 | 64.19% |

| Roads | | |
|-------------|-----------|--------------|
| | Area (ha) | % Precinct 1 |
| Residential | 4.47 | 38% |
| Residential | 7.16 | 62% |

| YIELD BREAKDOWN | | |
|-----------------|----------|-------------------|
| Lot Type | No. Lots | % Total Breakdown |

| Lot Width (32m depth) | | |
|-----------------------|----------|-------------------|
| Lot Width | No. Lots | % Total Breakdown |
| 8.5m | 4 | 2% |
| 10.5m | 5 | 3% |
| 12.5m | 30 | 16% |
| 14m | 25 | 13% |
| 15m | 18 | 9% |
| 16m | 12 | 7% |

| Lot Width (30m depth) | | |
|-----------------------|----------|-------------------|
| Lot Width | No. Lots | % Total Breakdown |
| 10.5m | 2 | 1% |
| 12.5m | 12 | 7% |
| 14m | 6 | 3% |

| Lot Width (28m depth) | | |
|-----------------------|----------|-------------------|
| Lot Width | No. Lots | % Total Breakdown |
| 14m | 10 | 5% |
| 16m | 3 | 2% |
| 18m | 1 | 1% |

| Lot Width (25m depth) | | |
|-----------------------|----------|-------------------|
| Lot Width | No. Lots | % Total Breakdown |
| 10.5m | 4 | 2% |
| 12.5m | 6 | 4% |
| 14m | 2 | 1% |
| 15m | 4 | 2% |
| 16m | 2 | 1% |

| Lot Width (23m depth) | | |
|-----------------------|----------|-------------------|
| Lot Width | No. Lots | % Total Breakdown |
| 12.5m | 4 | 2% |
| 14m | 9 | 5% |
| 16m | 5 | 3% |
| 18m | 3 | 1% |

| TOTAL | | |
|-----------------------------|----------|-------------------|
| | No. Lots | % Total Breakdown |
| TOTAL | 157 | |
| Average Lot Size | 425 | m ² |
| Housing Density Total (NDA) | 14.3 | 0/ha |

LEGEND

- PRECINCT 1
- STAGE BOUNDARY
- EXISTING TREES TO BE RETAINED
- TREE PROTECTION ZONE
- LOCAL PARK

SUBDIVISION CONCEPT PLAN: PRECINCT 1 EXFORD ROAD, MELTON



Scale: 1:2500 @ A3
0 25 50 75m

ref: 30042250U
date: 2 May 2017
rev: H
drawn: DS
checked: CD

please note:
This plan is based on preliminary information
only and may be subject to change as a result of
formal Council/Authority advice, detailed site
investigations and confirmation by survey

planning, urban design and
landscape architecture
melbourne - tel 9534 1500
abr 47 065 475 149

Our ref: PA2015/5000/2

21 December 2017

APD Projects Pty Ltd
C/- SMEC
Level 10, 71 Queens Road
MELBOURNE VIC

Dear Sir/Madam

Planning Permit

No. PA2015/5000/2
Land: LOT: 2 PS: 623039X V/F: 11118/725, 180-238 Exford Road WEIR VIEWS
Proposal: Amended plans associated with a multi-lot staged subdivision, removal of sewerage easement, creation of reserves and removal of native vegetation

I refer to your letter dated requesting an amendment to the above planning permit.

I wish to advise that the permit has now been amended as requested and a copy is enclosed.

Please note you must comply with the conditions of the permit at all times in order for the approval to remain valid.

Yours Sincerely,



Morris Edwards
Acting Senior Major Developments Planner

Encl.

A thriving community
where everyone belongs

Civic Centre
232 High Street
Melton VIC 3337

**Melton Library
and Learning Hub**
31 McKenzie Street
Melton VIC 3337

**Caroline Springs Library
and Learning Hub**
193 Caroline Springs Blvd
Caroline Springs VIC 3023

Postal Address
PO Box 21
Melton VIC 3337

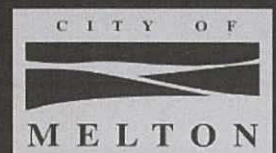
☎ 03 9747 7200

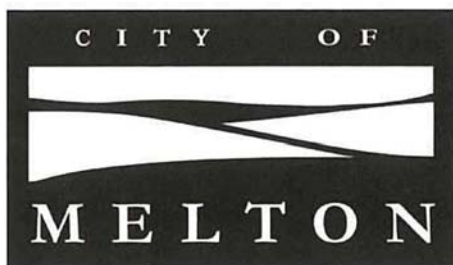
✉ csu@melton.vic.gov.au

🌐 melton.vic.gov.au

📍 cityofmelton

DX 33005 Melton
ABN 22 862 073 889





Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING PERMIT (Amended)

Permit No:
Planning Scheme:
Responsible Authority:

PA2015/5000/2 (Amended)
Melton Planning Scheme
Melton City Council

ADDRESS OF THE LAND:

LOT: 2 PS: 623039X V/F: 11118/725, 180-238 Exford Road WEIR VIEWS

THE PERMIT ALLOWS:

Multi lot staged residential subdivision, removal of sewerage easement, creation of reserves and removal of native vegetation

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

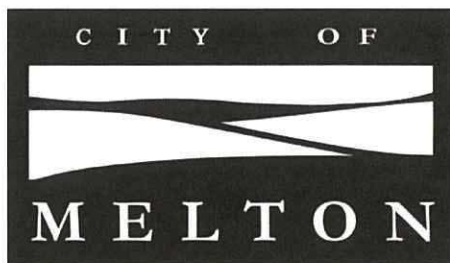
1. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Housing Design Guidelines

2. The Subdivision and Housing Design Guidelines endorsed under this permit must be complied with at all times.
3. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for each stage.

Small Lot Housing Code

5. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the relevant stage containing lots of less than 300 square metres, 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 Melton Planning Scheme.



Planning Permit PA2015/5000/2 Continued

6. 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.

Public Infrastructure Plan

7. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of the development in this planning permit, or such other time which is agreed, of the subdivision, an amended Public Infrastructure Plan (PIP) must be submitted to and approved by the Responsible Authority. The amended PIP must be generally in accordance with the endorsed Concept Plan issued as part of Amendment PA2015/5000/2 or any subsequent amendment.
8. Prior to the issue of a Statement of Compliance for the first stage of a development, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the Act which specifies the infrastructure required to be provided as part of the development, unless an agreement has already been entered into as part of Precinct 1 (PA2011/3427), which covers the subject site. The agreement must give effect to the approved Public Infrastructure Plan.
9. Prior to the issue of a Statement of Compliance, for the first stage of the development, or such other time which is agreed, a dealing number for the registration of the Section 173 Agreement must be provided to the Responsible Authority.

Landscaping

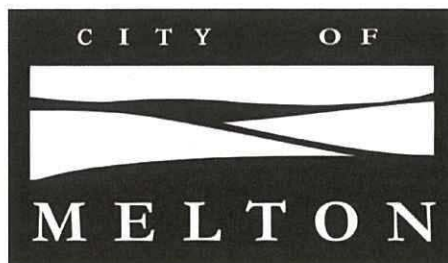
10. Prior the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of the development, or such other time which is agreed, of the subdivision, an amended landscape master plan for the development must be approved by the Responsible Authority. When endorsed, the plan will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show and include:
 - a) The landscaping theme and graphical concepts to be developed for the subdivision.
 - b) A planting palette identifying the species to be used for street tree planting in various stages of the subdivision.
 - c) The areas which will be available for landscaping.
 - d) Entrance treatments/themes.
 - e) How any landscape requirements or guidelines within the Precinct Structure Plan are to be implemented.
11. For landscape plans associated with streetscape works, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority prior to the issue of a

Page 2 of 24

Date Issued: 11 January 2016
Amended: 21 December 2017

Signature of the
Responsible Authority:

A handwritten signature in blue ink, appearing to be "A. E. ...", is written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

Statement of Compliance under the *Subdivision Act 1988* for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of landscape works.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing street trees to be removed.

The landscape stage plans must be consistent with the most current staging plan for the development.

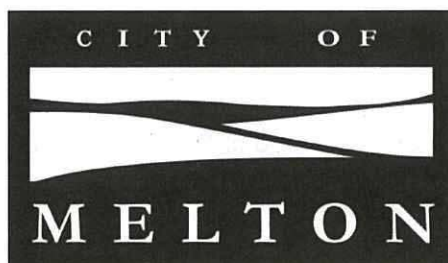
12. For landscape plans associated with works in passive open space reserves or tree reserves, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to the Responsible Authority prior to the Engineering Plans being approved. Approval of the landscape plans by the Responsible Authority must be done prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and, where relevant must show:

- a) Location of any reserve.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing trees or infrastructure assets to be retained.
- e) Any existing trees to be removed.
- f) Details of shelters, barbecues, play equipment and other structures.
- g) Details of surface finishes of pathways, details of paths to be DDA compliant and to Council standards and standard drawings.
- h) Details of boundary fencing to be provided.

The landscape stage plans must be consistent with the most current staging plan for the development.

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Planning Permit PA2015/5000/2 Continued

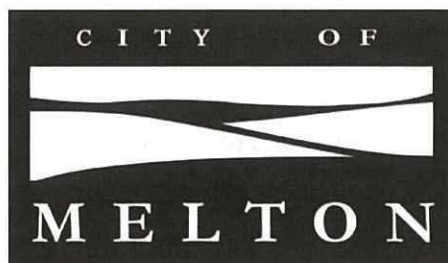
13. Prior to the issuing of Statement of Compliance for each stage, the following fees must be paid to the Responsible Authority:
- Plan Checking fee equating to 0.75% of the value of works.
 - Supervision fee equating to 2.5% of the value of works.
 - Lighting fee in accordance with Council current lighting policy.
14. A Certification of Compliance (Design) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been designed in accordance with relevant Australian Standards.
15. A Certification of Compliance (Construction) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been completed in accordance with relevant Australian Standards.
16. Prior to the issuance of practical completion or at a time specified by the Responsible Authority,
- The following must be submitted to the satisfaction of the Responsible Authority:
- a. A complete set of 'as constructed plans' of landscape works in hardcopy (2 x A3 size), softcopy (.pdf) and AutoCAD (.dwg) format. The digital files must have naming conventions to enable identification of Council assets listed.
 - b. Asset information in digital format to include data as per "A-Spec".
17. Prior to the issue of a Statement of Compliance for each stage of subdivision, the landscaping works shown on the approved landscape plan for the stage must be carried out and completed to the satisfaction of the Responsible Authority, or bonded (if agreed to in writing by the Responsible Authority).
- If the Responsible Authority agrees to bonding the of outstanding works, the works must be completed by the date specified on the letter of agreement. Where it is not completed by that date, the developer shall waive any rights to obstruct Council's claim on the bond to undertake the works and bill the developer for any above costs unless an extension of time is consented to by the Responsible Authority in writing.
18. Prior to the issue of Statement of Compliance for each stage of subdivision, a bond for maintenance of landscape works must be provided to and be to the satisfaction of the Responsible Authority.
19. Maintenance of landscape works, including but not limited to planting, park furniture, paths, lighting and payment of utilities must be undertaken by the developer for a period of 2 years plus additional time up to the next quarterly inspections for handover to Council (quarterly handover inspections conducted on 1 March, 1 June,

Page 4 of 24

Date Issued: 11 January 2016
Amended: 21 December 2017

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to be "A. New", written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

1 September, 1 December). The maintenance period must commence only after the issue of Practical Completion and end when the Final Completion (handover) letter is issued. Landscape maintenance works must be done to the satisfaction of the Responsible Authority. Otherwise rectification works must be undertaken by the developer and the maintenance period extended until it is to the satisfaction of the Responsible Authority.

Any maintenance works must be done on a regular basis or greater frequency as directed by the Responsible Authority.

20. As directed by and to the satisfaction of the Responsible Authority, utility meters including but not limited water meters for the purpose of irrigation, must be decommissioned and removed prior to the final inspection of landscape works unless otherwise agreed with the RA. All costs associated with these works must be borne by the developer.
21. Transfer of billing from the developer name to the Responsible Authority must be done just prior to the Final Completion letter being issued. All costs associated with transferring the bills to the Responsible Authority must be borne by the developer.
22. Locks and associated keys used for landscape works must be handed over to the Responsible Authority prior to the off-maintenance letter being issued. The locks and associated keys must be to the satisfaction of the Responsible Authority and fully paid for by the developer.

Engineering

23. Prior to the issue of the Statement of Compliance for the first stage of the development that provides an access from Exford Road, the Exford Road –Access Road intersection and ancillary works must be designed and constructed to the satisfaction of the Responsible Authority.

Where an interim intersection treatment is accepted by the Responsible Authority, the developer must provide an additional cash contribution towards the ultimate intersection works.

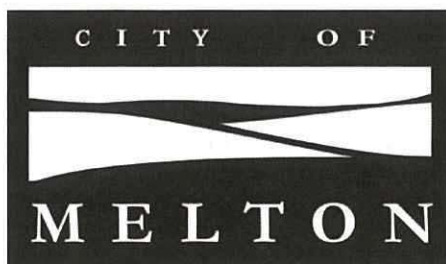
24. Unless otherwise agreed, the applicant must enter a Section 173 Agreement with the responsible authority that is registered on the title to the land, to give effect to the requirements of Condition 23 (above) of this permit. A dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for the first stage of the development that provides an access from Exford Road.
25. Prior to the issue of the Statement of Compliance for the first stage of the development that provides an access from Exford Road, or at an earlier stage as directed by the Responsible Authority, the land for the fourth leg (within the permit site) of the ultimate

Page 5 of 24

Date Issued: 11 January 2016
Amended: 21 December 2017

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to be "J. E. W.", written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

Exford Rd –Access Rd intersection and the ancillary works must be vested to and be to the satisfaction of the Responsible Authority.

26. Before the plan of subdivision for the first stage of this subdivision is certified under the Subdivision Act 1988, a hydrogeological assessment must be submitted to and be approved by the Responsible Authority.

The document must provide assessment of:

- Groundwater conditions on the site
- The potential impacts of the proposed subdivision/development on the groundwater conditions
- Details set out clearly as recommendations of any measures required to mitigate the impacts of groundwater conditions on the subdivision/development and the impact of the subdivision/development on groundwater.

When approved, the hydrogeological assessment will be endorsed and then form part of the permit.

The subdivision works must be carried out in a manner that is consistent with the recommendations set out in the approved hydrogeological assessment to the satisfaction of the Responsible Authority.

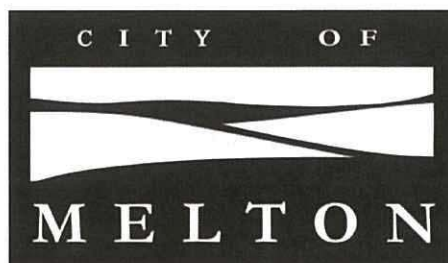
27. All aerial services in Government Road must be relocated underground to the satisfaction of the Responsible Authority and at the cost of the developer.
28. Prior to the plan of subdivision being certified, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
- a) A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, intersection treatments and any associated SIDRA electronic files, and traffic management devices to be incorporated into the development.
 - b) A drainage management strategy detailing catchments both internal and external to the development, 1% AEP flow paths and flow volumes for the entire development. This strategy must include on-site stormwater quality improvement, and any stormwater and rainwater harvesting measures.
 - c) A Services Infrastructure report identifying how the development will be serviced by all utility services including but not limited to water reticulation (potable and recycled), electrical, sewer, gas, telecommunications and gas.
 - d) A mobility plan detailing pedestrian access, bike & hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
 - e) Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
 - f) Details of tree protection zones (TPZs) for all trees to be retained.

Page 6 of 24

Date Issued: 11 January 2016
Amended: 21 December 2017

Signature of the
Responsible Authority:

A handwritten signature in blue ink, appearing to be "A. J. [unclear]", is written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

- g) All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
 - h) Identification of all trees to be removed from the site.
29. Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any roads / drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.

The construction plans will not be approved until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority.

The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided.

The construction plans must include:

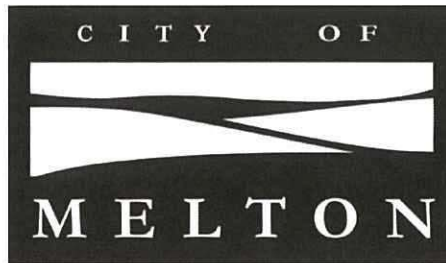
- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and certified plan of subdivision.
- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route or one proposed in the Precinct Structure Plan, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends, intersections and in court heads to be a minimum of that provided at the mid block.
- i) Priority treatments shall be provided at intersections of Access Streets, Access Places and Access Lanes unless specified by the Responsible Authority. The priority treatment at intersections shall comprise of an open invert channel across

Page 7 of 24

Date Issued: 11 January 2016
Amended: 21 December 2017

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a series of loops and a final flourish.



Planning Permit PA2015/5000/2 Continued

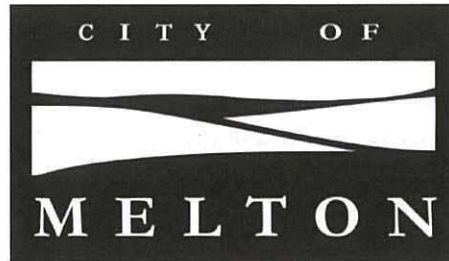
- the entrance to the minor street and a low profile splitter island, line-markings and raised reflective pavement markers (RRPMs) on the minor street.
- j) Low profile splitter islands, line-markings and raised reflective pavement markers (RRPM's) on all 90-degree bends on through roads.
 - k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
 - l) No direct access to lots is permitted from Exford Road.
 - m) Traffic calming measures must be provided for road lengths exceeding 200m.
 - n) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
 - o) Shared hike & bike paths shall be provided in accordance with the PSP . All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.
 - p) Car parking layout for each extended driveway. Turning templates are to be provided to verify vehicular parking and access can be achieved.
 - q) All permanent court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.
 - r) Provision of a temporary turning area to roads where the adjacent stage has not commenced with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
 - s) Provision of pits and conduits associated with the National Broadband Network.
 - t) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.
 - u) The public lighting shall be designed in accordance with the current AS 1158 and Council's current Public Lighting policy. The lighting category shall be sought from Council.
 - v) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act.
 - w) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
 - x) The location and provision of vehicle exclusion mechanisms abutting reserves.
 - y) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
 - z) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
 - aa) Provision for the utilisation of any surplus topsoil from this stage.
 - bb) Permanent survey marks.
 - cc) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
 - dd) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.
 - ee) The relocation underground of all existing aerial services, on the services layout plan.

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- ff) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

Drainage

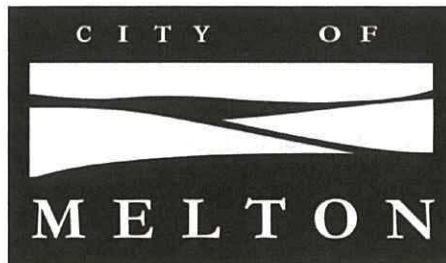
- gg) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority
- hh) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
- ii) Unless otherwise agreed by the RA, all drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
- ☐ 80% retention of the typical annual load of total suspended solids
 - ☐ 45% retention of the typical annual load of total phosphorus; and
 - ☐ 45% retention of the typical annual load of total nitrogen.
- jj) Provision of underground drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- kk) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood levels of the water course or water body.
- ll) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 year flood levels.
- mm) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.
30. Prior to the issuance of the Statement of Compliance or at a time specified by the Responsible Authority the following must be submitted to the satisfaction of the Responsible Authority:
- a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD. The digital files must have a naming convention to enable identification of Council assets listed.
 - b) Asset information in digital format to include data as per "D-Spec" and "R-Spec".
31. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The Construction Management Plan must include, but not limited to the following:
- a. Proposed working hours;
 - b. Haulage routes to the site;

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- c. Methods of dust suppression;
- d. Sediment control and gross pollutant management;
- e. Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
- f. Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);
- g. Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
- h. Vehicle exclusion areas; and
- i. Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free
 - All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas
 - Contractors working on the site to be inducted into an environmental management program for construction work
 - Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.
32. Construction activities must be managed so that the amenity of the area is not detrimentally affected, through the:
- a) Transport of materials, goods or commodities to or from the land.
 - b) Inappropriate storage of any works or construction materials.
 - c) Hours of construction activity.
 - d) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, water and storm water runoff, waste products, grit or oil.
 - e) Presence of vermin.

Preliminary Earthworks

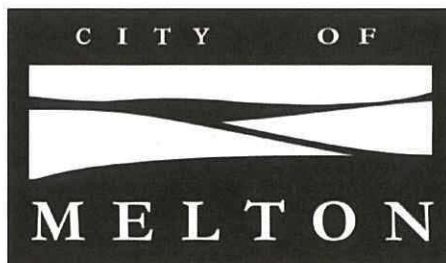
33. At their discretion, the Responsible Authority may allow bulk earthworks to commence prior to the approval of detailed engineering plans (road, drainage and ancillary) plans. The following requirements must be complied with to the satisfaction of the Responsible Authority for any stage of the subdivision:
- a. Functional Layout Plans and Bulk Earthwork Plans must be submitted and approved by the Responsible Authority before earthworks can commence,
 - b. Bulk earthworks must be contained to stage boundaries. No batter slope overruns shall be allowed without relevant plans,

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- c. No structures, including but not limited to retaining walls, shall be permitted with early Bulk Earthworks,
 - d. Bulk Earthworks must not commence prior to the approval of a Construction Management Plan for the works. Once approved the Construction Management Plan will form part of the endorsed set of planning documents,
 - e. A Geotechnical Report completed by a suitably qualified geotechnical engineer must be submitted to and be to the satisfaction of the Responsible Authority. Civil (road, drainage and ancillary) works shall not commence until the Report is to the satisfaction the Responsible Authority. All Bulk Earthworks shall be done under "Level 1 inspection and testing" conditions, as per the AS3798.
34. All existing conditions affected by the development works must be reinstated a no cost and to the satisfaction of the Responsible Authority.
35. All works associated with the development that is retained as the responsibility of the owner of the site to upkeep must be maintained in perpetuity to a standard that is to the satisfaction of the Responsible Authority. Otherwise rectification works at the direction of and to the satisfaction of the Responsible Authority must be undertaken within a timeframe as directed by the Responsible Authority

Earthworks

36. The extent and depth of excavation and/or filling must not exceed that shown on the approved plan without the prior written consent of the Responsible Authority.
37. Without the prior written consent of the Responsible Authority, no soil can be stockpiled unless it is carried in accordance with any other condition of this Permit or in accordance with an approved and endorsed CMP.
38. Any stockpiled soils must be adequately protected behind a sediment barrier to prevent sediment laden runoff to the satisfaction of the Responsible Authority.

Development Infrastructure

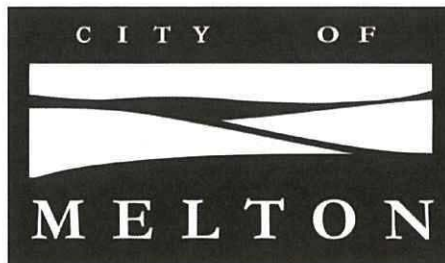
39. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.
40. Where the subdivision is to be developed in stages the development infrastructure levy for that stage must be paid to the Responsible Authority within the time specified provided that a schedule of Development Contributions is submitted with each staged

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plan of subdivision. The schedule must show the amount of development contributions payable for each stage and paid in respect of prior stages to the satisfaction of the Responsible Authority.

41. At least 21 days prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for each stage of the subdivision, a revised Schedule of Development Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.

Environmental Site Assessment

42. Prior to the commencement of any on site works associated with the subdivision other than bore holes and excavation associated with an environmental site assessment, an environmental site assessment of the land by a suitably qualified environmental professional must be undertaken which provides information including:
- a) Details of the nature of the previous and existing land/use activities on the land;
 - b) An assessment of the potential level and nature of contamination on the land;
 - c) Clear advice on whether the environmental condition of the land is suitable for the proposed use/s and whether an environmental audit of all, or part, of the land is recommended having regards to the Potentially Contaminated Land General Practice Note June 2005, DSE.

If the environmental site assessment recommends an environmental audit of all or part of the land be undertaken, then prior to the commencement of any use of all or that part of the land as the case may be for a sensitive purpose, the following must be provided to the Responsible Authority in respect of that part of the land which is recommended for the environmental audit:

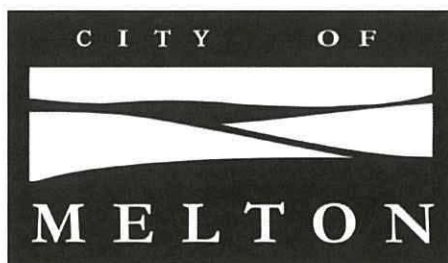
- a) Either:
 - A certificate of environmental audit issued for the relevant land in accordance with Part 1XD of the *Environmental Protection Act 1970*; or
 - A statement by an environmental auditor appointed under the *Environmental Protection Act 1970*, in accordance with Part 1XD of that Act that the environmental conditions of the relevant land are suitable for a sensitive use (with or without conditions on the use of the site) must be provided to the Responsible Authority before any building on the relevant land is occupied.
- b) If a statement by the environmental auditor is provided rather than a certificate of environmental audit and the statement indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the *Planning and Environment Act 1987* before any building on the relevant land is occupied for:

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- Ongoing compliance with all conditions in the Statement by the Environmental Auditor;
- The Responsible Authority's legal costs and expenses of drafting/reviewing and registering the agreement are to be borne by the owner of the relevant land.

General Conditions

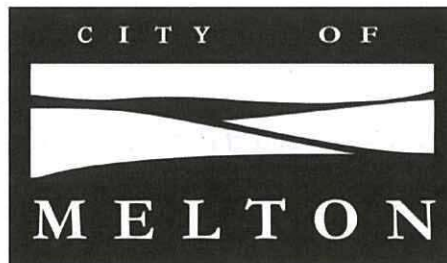
43. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.
44. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
45. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.
46. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authorities in accordance with Section 8 of that Act.
47. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the *Subdivision Act 1988*.
48. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
 - a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.
49. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.
50. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Toolern Precinct Structure Plan.
51. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.

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52. Streets must be named to the satisfaction of the Responsible Authority prior to the certification of the relevant Plan of Subdivision.
53. Land required for community facilities, as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Toolern Development Contributions Plan.
54. Land required for public open space as a local or district park as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Toolern Development Contributions Plan.
55. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Toolern Development Contributions Plan.
56. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant person or body
57. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.
58. Any requirement or conditions set out in the Toolern Precinct Structure Plan and the Toolern Native Vegetation Precinct Plan are implemented as part of the planning permit or the plan endorsed under this permit.

Environment

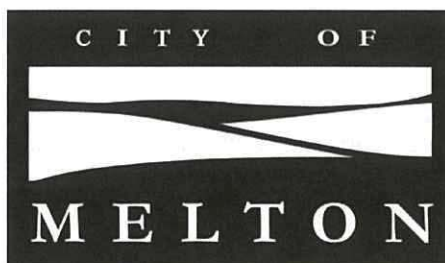
59. Weeds as referred to in Department of Sustainability and Environment Advisory list of environmental weeds of the Inland Plains Bioregions of Victoria, May 2009 must not be planted on the subject land.

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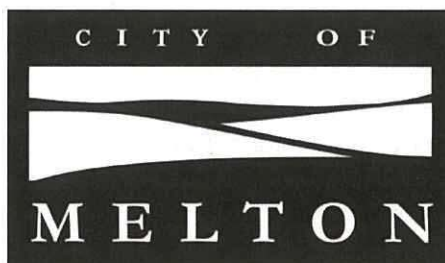
60. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
61. All noxious weeds must be controlled. Any weed infestation resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
62. No native vegetation other than that which is identified for removal in the Toolern Native Vegetation Precinct Plan incorporated into the Melton Planning Scheme may be removed, lopped or destroyed unless in accordance with the relevant provision of the Melton Planning Scheme.
63. Any construction stockpiles and machinery must be placed away from areas supporting native vegetation, fill and drainage lines to the satisfaction of the Responsible Authority.
64. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991).
65. Only indigenous plants of local provenance may be used in revegetation works of designated biodiversity reserves.
66. Prior to commencement of any works during the construction phase, a highly visible vegetation protection fence must be erected around twice the canopy of each scattered tree and more than 2 metres from all other native vegetated areas which have been identified to be protected in the NVPP referred to in schedule 52.16, unless agreed to in writing by the Secretary of the Department of Sustainability and Environment and to the satisfaction of the Responsible Authority.
67. Any native vegetation to be removed (in accordance with the NVPP) must be clearly marked on site.
68. Prior to felling any tree which may be removed, the tree must be examined by a suitable qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and translocated to the closest suitable vegetation in consultation with the Department of Sustainability and Environment.
69. Water runoff must be designed to ensure that native vegetation to be protected is not compromised.
70. Native vegetation must not be removed until the offsets required are identified and secured to the Department of Sustainability and Environment and the Responsible Authority.

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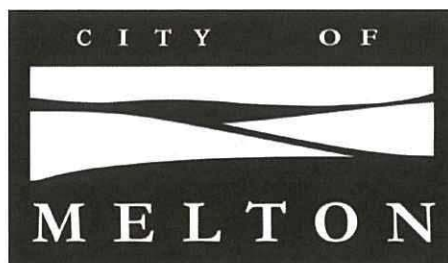
71. Before works start, an Environmental Management Plan (EMP) must be prepared and implemented to the satisfaction of the Responsible Authority. The EMP must include:
- Any native vegetation permitted to be removed must be clearly marked on site.
 - A Vegetation Protection Plan, which identifies all vegetation to be retained and describes the measures to be used to protect the vegetation during construction. The plan must include:
 - Protection fencing must be erected around all remnant native vegetation and scattered trees to be retained in accordance with the Toolern NVPP.
 - This fence must be erected around the patch at a distance of 2 metres from retained native vegetation. Where indigenous trees are present within the patch, then trees must be protected in accordance with the *Australian Standards for Protection of trees on development sites AS4970-2009*. For scattered trees, the fence must be erected at twice the canopy distance.
 - Protection fencing must be constructed of [star pickets/chain mesh /or similar] to the satisfaction of the responsible authority.
 - The protection fence must remain in place at least until all works are completed to the satisfaction of the responsible authority.
 - A Weed Management Plan, which outlines measures to manage weeds before, during and post works to the satisfaction of the Responsible Authority. The Weed Management Plan must be implemented to the satisfaction of the Responsible Authority. This plan must include (not limited to):
 - Protocols for management of weeds before, during and post works
 - All vehicles, earth-moving equipment and other machinery must be cleaned of soil and plant material before **entering and leaving** the site to prevent the spread of weeds and pathogens
 - Location of a designated washdown area to achieve the above
 - All declared noxious weeds must be controlled
 - Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material must be controlled
 - Any construction stockpiles and machinery must be placed away from areas supporting native vegetation to be retained and watercourses/drainage/wetlands lines to the satisfaction of the Responsible Authority.
 - Measures must be taken to ensure that no polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains/watercourses/wetlands during the works (including the removal of native vegetation).
 - All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to *Construction Techniques for Sediment Pollution Control* (EPA 1991) and *Environmental Guidelines for Major Construction Sites* (EPA 1995).
 - Water run-off must be designed to ensure that native vegetation to be protected on adjacent sites and watercourses are not compromised.
 - Any non-compliance identified by the Responsible Authority must be rectified immediately at no cost to Council.

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Planning Permit PA2015/5000/2 Continued**Kangaroo Management Plan**

72. The subdivision must implement the Eastern Grey Kangaroo Management Plan by either:
- Proceeding in the order of stages as shown on the plan; and where this is not practicable
 - Implementing the management solutions and actions of the Plan.

Salvage and Translocation

73. Salvage and translocation of threatened flora and fauna species and ecological communities must be undertaken in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning

Fire Hydrants

74. Operable hydrants, above or below ground must be provided to the satisfaction of the Responsible Authority.
75. The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120m and hydrants must be no more than 200m apart.
76. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes available under publications on the Country Fire Authority website (www.cfa.com.au).

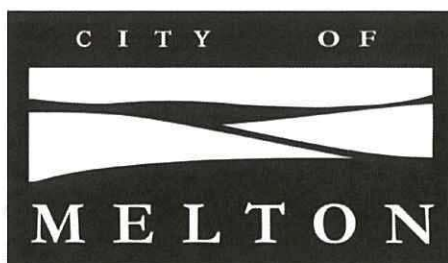
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77. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the Subdivision Act 1988.

Western Water

78. Payment of new customer contributions for each lot created by the subdivision/development, such amount being determined by Western Water at the time of payment.
79. Reach agreement with Western Water for the provision and funding of potable water supply and sewerage services necessary to service the subdivision/development.
80. Provision of reticulated water mains and associated construction works to front each allotment within the subdivision/development, at the developer's expense, in

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accordance with standards of construction adopted by and to the satisfaction of Western Water.

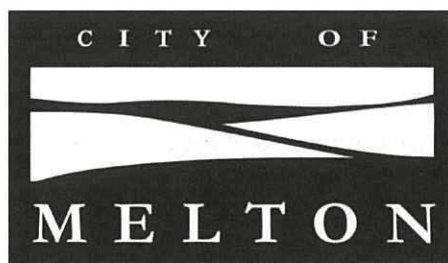
81. Provision of reticulated sewerage and associated construction works to each allotment within the subdivision/development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
82. The owner shall reach an agreement with Western Water regarding the construction of any Shared Assets (water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter), required to service the subdivision/development. The construction of Shared Assets reimbursable by Western Water shall comply with Western Water's Procurement Procedure and Guide to New Customer Contributions.
83. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated sewerage easement.
84. Prior to the issue of a statement of compliance, evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that they must undertake water efficiency measures to limit the amount of potable water used.
85. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.
86. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage, water works required. The form of such Agreement shall be to the satisfaction of Western Water. The owner/ applicant shall make a written request to Western Water for the terms and conditions of the agreement.
87. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:
 - Own a metered hydrant approved by Western Water;
 - Meter and pay for all water taken;
 - Display a Western Water Permit Number Sticker on the tanker;
 - Only take water from nominated hydrants or standpipes;
 - Only use water for the purpose approved in the Water Carters Permit;
 - Avoid wastage of water on site; and

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- Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

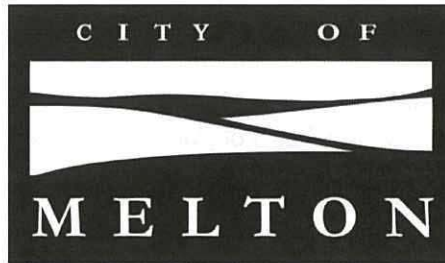
Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above .

88. The developer must produce for approval by Western Water an Integrated Water Management Plan that incorporates water efficiency measures and water-sensitive urban design techniques that reduce reliance on potable water by increasing utilisation of fit-for purpose alternative water such as stormwater, rainwater and recycled water. This plan must set out subdivision outcomes that appropriately respond to the site and its context for integrated water management to the satisfaction of Western Water. When approved by Western Water, the Integrated Water Management Plan will form part of the permit and the requirements of the Integrated Water Management Plan must be implemented before the issue of a statement of compliance.

Melbourne Water

89. An appropriate Stormwater Management Strategy (inclusive of modelling) for the subdivision (in electronic format) must be submitted for Melbourne Water's review and endorsement. This strategy should align with previous advice from Melbourne Water and generally be in accordance with the relevant Precinct Structure Plan, it must also demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision and details relating to any proposed major drainage assets passing through the site. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed (retardation and sediment control).
90. When a Stormwater Management Strategy is available for review and endorsement, an application can be made online:
<https://www.melbournewater.com.au/Planningandbuilding/Applications/Pages/Stormwatermanagement-strategy-review.aspx>

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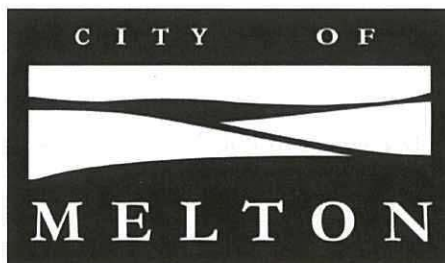
91. Prior to the Certification of any stage of the estate, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
92. Prior to Certification of any stage of the estate, the Plan of Subdivision must show sufficiently sized easements and/or reserves to be created over any proposed Melbourne Water asset to our satisfaction.
93. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner.
94. The Developer/Owner must arrange and fully fund fencing along the common boundary with any future Melbourne Water reserve to the satisfaction of Melbourne Water.
95. 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.
96. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the issue of a Statement of Compliance, a Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records.
97. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions (retardation and sediment control) have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
98. Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
99. Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne

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Date Issued: 11 January 2016
Amended: 21 December 2017

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to be "A. Carr", is written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.

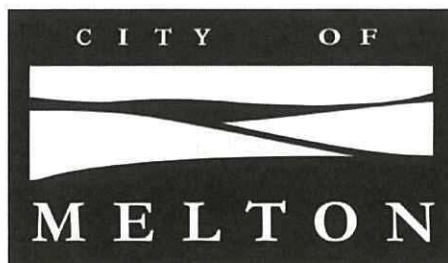
- For queries contact 131 722 or assetservices@melbournewater.com.au
100. Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
 101. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water wetland, retarding basin, waterway or Toolern Creek, whichever one is greater.
 102. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
 103. Stormwater runoff from the subdivision must achieve State Environmental Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
 104. Prior to the issue of a Statement of Compliance, Melbourne Water requires flood mapping of the major overland flow paths for the subdivision. Melbourne Water requires the submission of these plans to be submitted in one of the following electronic formats:
 - .tab (mapinfo)
 - .mif/mid (mapinfo interchange)
 - .dxf (autocad)
 - .gml (OS mastermap)
 105. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
 106. Local drainage must be to the satisfaction of Council.

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**Signature of the
Responsible Authority:**

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Planning Permit PA2015/5000/2 Continued

107. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
108. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Planning and Building website.

Powercor

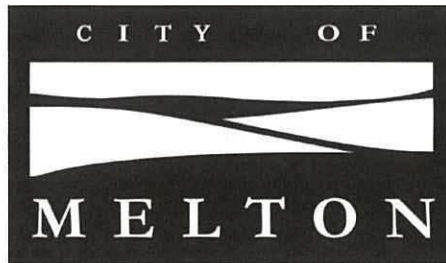
109. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
110. The applicant shall:-
- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
 - Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
 - Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
 - Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
 - Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
 - Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads

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Signature of the
Responsible Authority:

A handwritten signature in blue ink, appearing to be "N. G. ...", is written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Power Line" pursuant to Section 88 of the Electricity Industry Act 2000.

- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Telecommunications

111. The owner of the land must enter into an agreement with:

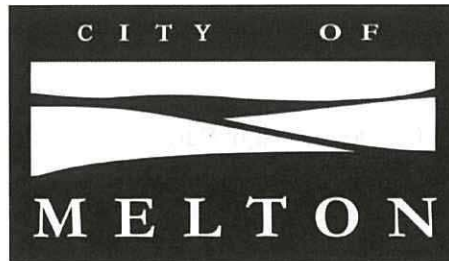
- a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- b) A suitably qualified person for the provision of fibre ready telecommunication 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 (NBN) will not be provided by optical fibre.

112. 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 telecommunications 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.

Expiry

A handwritten signature in blue ink, appearing to be "A. Khan", written over a horizontal line.



Planning Permit PA2015/5000/2 Continued

113. This permit will expire if:

- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

Notes:

DELWP

On 5 September 2013 and 11 September 2014, approvals under Part 10 of the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) were granted. The approvals apply to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013).

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

| <i>Date of amendment</i> | <i>Brief description of amendment</i> |
|---------------------------------|---|
| 21 December 2017 | Amendment to the concept plan increasing the yield by 29 dwellings. Associated amended planning permit conditions. |

A handwritten signature in blue ink, appearing to be "M. A.", is written over a horizontal line.

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**.)

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**.

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 & 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 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 **Subdivision 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.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

FUTURE RESIDENTIAL

EXISTING RESIDENTIAL

| Project 2 Total Yield | Number of Lots | % Yield |
|-----------------------|----------------|---------|
| Project 2 | 13 | 7% |
| Project 3 | 21 | 12% |
| Project 4 | 16 | 9% |
| Project 5 | 20 | 12% |
| Project 6 | 23 | 13% |
| Project 7 | 23 | 13% |
| Project 8 | 23 | 13% |
| Project 9 | 23 | 13% |
| Project 10 | 23 | 13% |
| Project 11 | 23 | 13% |
| Project 12 | 23 | 13% |
| Project 13 | 23 | 13% |
| Project 14 | 23 | 13% |
| Project 15 | 23 | 13% |
| Project 16 | 23 | 13% |
| Project 17 | 23 | 13% |
| Project 18 | 23 | 13% |
| Project 19 | 23 | 13% |
| Project 20 | 23 | 13% |
| Project 21 | 23 | 13% |
| Project 22 | 23 | 13% |
| Project 23 | 23 | 13% |
| Project 24 | 23 | 13% |
| Project 25 | 23 | 13% |
| Project 26 | 23 | 13% |
| Project 27 | 23 | 13% |
| Project 28 | 23 | 13% |
| Project 29 | 23 | 13% |
| Project 30 | 23 | 13% |
| Project 31 | 23 | 13% |
| Project 32 | 23 | 13% |
| Project 33 | 23 | 13% |
| Project 34 | 23 | 13% |
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| Project 37 | 23 | 13% |
| Project 38 | 23 | 13% |
| Project 39 | 23 | 13% |
| Project 40 | 23 | 13% |
| Project 41 | 23 | 13% |
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| Project 81 | 23 | 13% |
| Project 82 | 23 | 13% |
| Project 83 | 23 | 13% |
| Project 84 | 23 | 13% |
| Project 85 | 23 | 13% |
| Project 86 | 23 | 13% |
| Project 87 | 23 | 13% |
| Project 88 | 23 | 13% |
| Project 89 | 23 | 13% |
| Project 90 | 23 | 13% |
| Project 91 | 23 | 13% |
| Project 92 | 23 | 13% |
| Project 93 | 23 | 13% |
| Project 94 | 23 | 13% |
| Project 95 | 23 | 13% |
| Project 96 | 23 | 13% |
| Project 97 | 23 | 13% |
| Project 98 | 23 | 13% |
| Project 99 | 23 | 13% |
| Project 100 | 23 | 13% |

- Legend
- Proposed Boundary
 - Site Boundary
 - Existing Easement
 - Active Open Space
 - Landscaped Reserve
 - Tree Retention Reserve
 - On Road Blue Path
 - Stage Boundary
 - SR-C Type B (under 300m²)
 - Possible Location for Traffic Calming
 - (Subject to Further Engineering Detail)

MELTON PLANNING SCHEME
This is the plan for the Planning Permit
No. PA/2015/5000 of 1
Condition 1 of 4
Signature of Responsible Authority [Signature] Date 24/11/17

PRECINCT 3

TOOLERN CREEK

| PROJECT 2 | PROJECT 3 | PROJECT 4 | PROJECT 5 | PROJECT 6 | PROJECT 7 | PROJECT 8 | PROJECT 9 | PROJECT 10 | PROJECT 11 | PROJECT 12 | PROJECT 13 | PROJECT 14 | PROJECT 15 | PROJECT 16 | PROJECT 17 | PROJECT 18 | PROJECT 19 | PROJECT 20 | PROJECT 21 | PROJECT 22 | PROJECT 23 | PROJECT 24 | PROJECT 25 | PROJECT 26 | PROJECT 27 | PROJECT 28 | PROJECT 29 | PROJECT 30 | PROJECT 31 | PROJECT 32 | PROJECT 33 | PROJECT 34 | PROJECT 35 | PROJECT 36 | PROJECT 37 | PROJECT 38 | PROJECT 39 | PROJECT 40 | PROJECT 41 | PROJECT 42 | PROJECT 43 | PROJECT 44 | PROJECT 45 | PROJECT 46 | PROJECT 47 | PROJECT 48 | PROJECT 49 | PROJECT 50 | PROJECT 51 | PROJECT 52 | PROJECT 53 | PROJECT 54 | PROJECT 55 | PROJECT 56 | PROJECT 57 | PROJECT 58 | PROJECT 59 | PROJECT 60 | PROJECT 61 | PROJECT 62 | PROJECT 63 | PROJECT 64 | PROJECT 65 | PROJECT 66 | PROJECT 67 | PROJECT 68 | PROJECT 69 | PROJECT 70 | PROJECT 71 | PROJECT 72 | PROJECT 73 | PROJECT 74 | PROJECT 75 | PROJECT 76 | PROJECT 77 | PROJECT 78 | PROJECT 79 | PROJECT 80 | PROJECT 81 | PROJECT 82 | PROJECT 83 | PROJECT 84 | PROJECT 85 | PROJECT 86 | PROJECT 87 | PROJECT 88 | PROJECT 89 | PROJECT 90 | PROJECT 91 | PROJECT 92 | PROJECT 93 | PROJECT 94 | PROJECT 95 | PROJECT 96 | PROJECT 97 | PROJECT 98 | PROJECT 99 | PROJECT 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Total Site Area | | | | Open Space Network | | | | Envisioned Open Space | | | | Recreational Open Space | | | | Local Open Space | | | | Grassland Open Space | | | | Wooded Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | | | Landscaped Open Space | | 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TOOLERN CREEK
REGIONAL PARK

Concept Masterplan Northern Precinct 2

Exford Road, Melton

Date Issued: 02/11/2017 | Revision: F
SMEC Project Reference: 30412500.00
Drawn by: JJJ | Checked by: C. Dale

Copyright SMEC 2017. This plan is based on preliminary information only and may be subject to change as a result of detailed site investigations, confirmation by survey and formal Council/Authority.



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

507165

APPLICANT'S NAME & ADDRESS

BECK LEGAL C/- INFOTRACK (INFINITYLAW) C/- LANDATA
MELBOURNE

VENDOR

ERSKINE SUPER WARRANT NOMINEES
NO 3 PTY LTD

PURCHASER

N/A, N/A

REFERENCE

355372

This certificate is issued for:

LOT 2 PLAN PS623039 ALSO KNOWN AS 180 - 238 EXFORD ROAD WEIR VIEWS
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 3
- is within a INCORPORATED PLAN OVERLAY - SCHEDULE 3
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A Proposed Amending Planning Scheme C84 has been placed on public exhibition which shows this property :

- is within a ENVIRONMENTAL AUDIT OVERLAY - C84
- and is INCLUDED IN AN INVESTIGATION AREA AND MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO Melbourne @ 5 million AT THE DPCD WEBSITE
(<http://www.dpcd.vic.gov.au/melbourneat5million>)
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO Melbourne @ 5 million AT THE DPCD WEBSITE
(<http://www.dpcd.vic.gov.au/melbourneat5million>)

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

04 April 2018

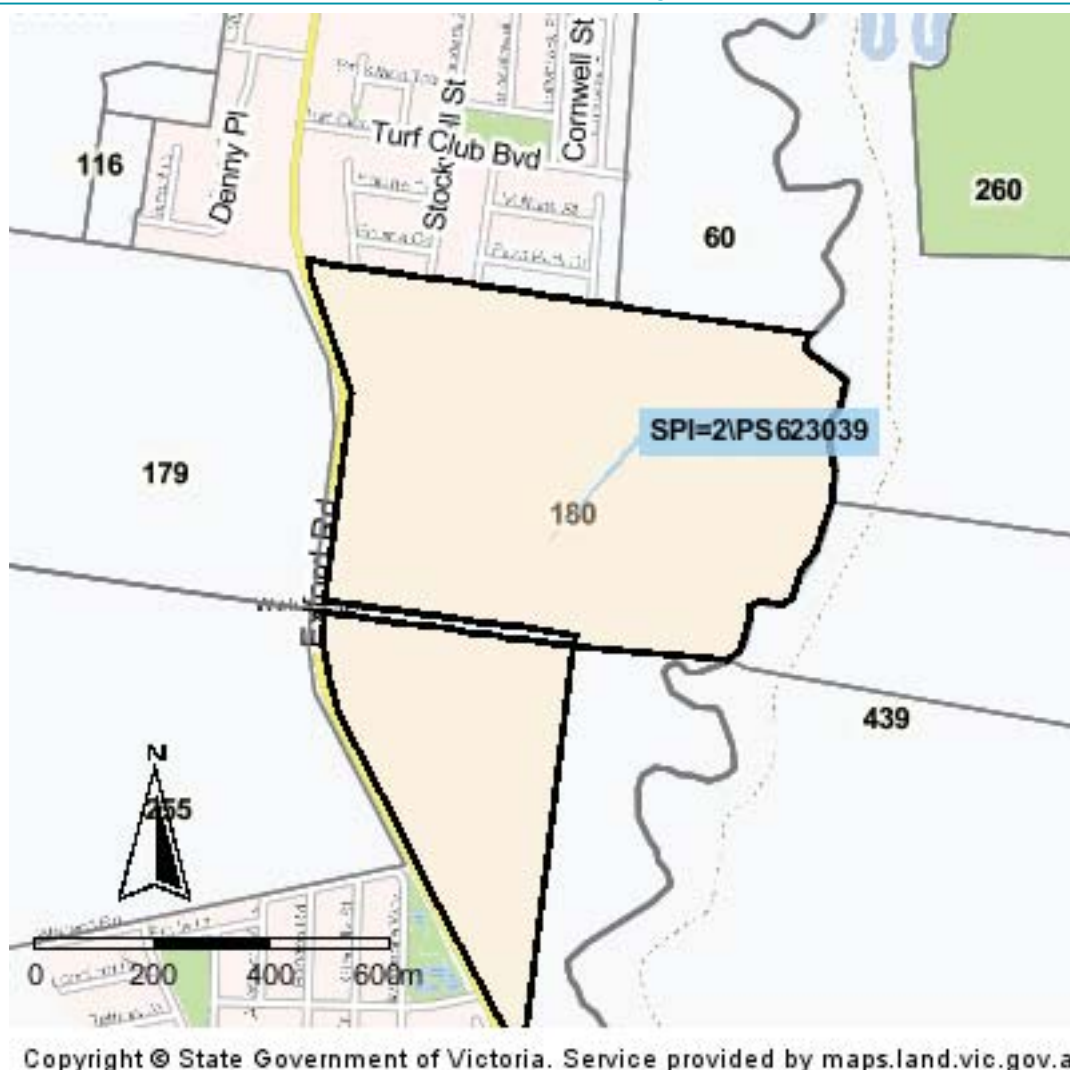
Hon. Richard Wynne MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



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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 from www.land.vic.gov.au on 04 April 2018 09:29 AM

Lot and Plan Number: Lot 2 PS623039

Address: 180-238 EXFORD ROAD WEIR VIEWS 3338

Standard Parcel Identifier (SPI): 2\PS623039

Local Government (Council): MELTON **Council Property Number:** 517771

Directory Reference: Melway 342 K9

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: MELTON

Utilities

Regional Urban Water Business: Western Water

Rural Water Business: Southern Rural Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

Areas of Aboriginal Cultural Heritage Sensitivity:

This parcel is within, or affected by, one or more areas of cultural heritage sensitivity

Planning information continued on next page

Planning scheme data last updated on 28 March 2018.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

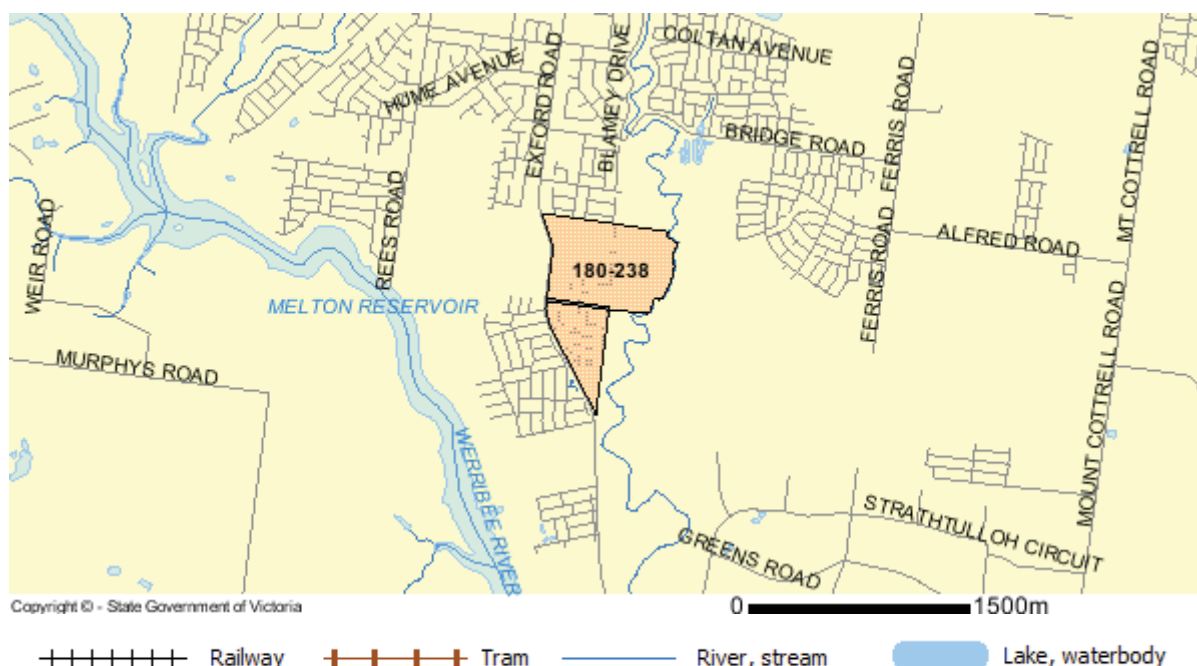
The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)

Area Map



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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 04 April 2018 09:29 AM

Lot and Plan Number: Lot 2 PS623039

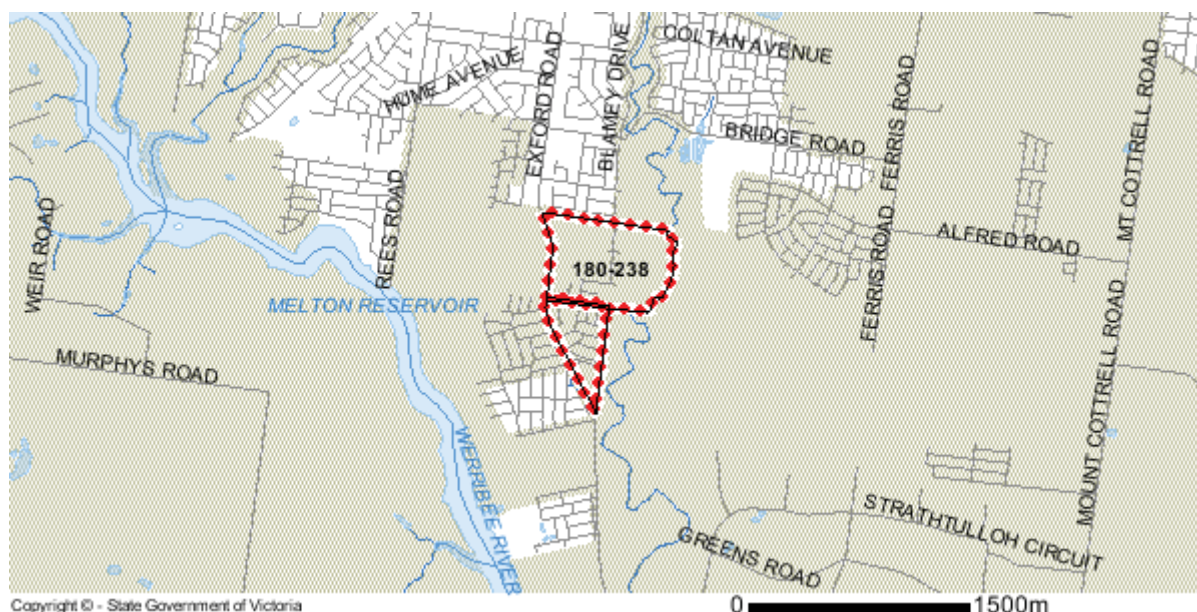
Address: 180-238 EXFORD ROAD WEIR VIEWS 3338

Local Government (Council): MELTON **Council Property Number:** 517771

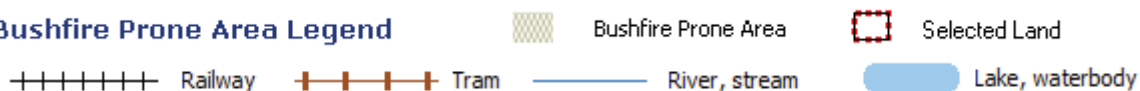
Directory Reference: Melway 342 K9

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

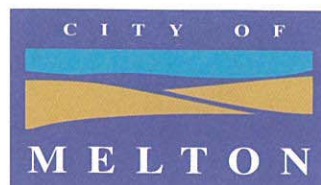
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

10 April 2018



Beck Legal C/- InfoTrack (Infinity Law)
C/o LANDATA
DX:250639 MELBOURNE

PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 326

| | | | | | | | | |
|--------------------|--------------------------------|---------|--------|-------|-------|-----|-----|---|
| PROPERTY ADDRESS: | 180-238 EXFORD ROAD WEIR VIEWS | | | | | | | |
| TITLE INFORMATION: | PS/LP | 623039X | Volume | 11118 | Folio | 725 | Lot | 2 |

Regulation 326 (1), Building Regulations 2006

Any person may request the relevant council to provide in respect of any building or land:-

a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

| BUILDING PERMIT NO. | DATE ISSUED | BRIEF DESCRIPTION OF WORKS | FINAL APPROVED? | OCCUPANCY PERMIT/ CERTIFICATE OF FINAL INSPECTION NUMBER | DATE |
|---------------------|-------------|----------------------------|-----------------|--|------|
| NIL | | | | | |

b) Details of any current statement issued under Regulation 502 (Combined Allotments) or Regulation 503 (Subdivision of existing buildings)

| STATEMENT DETAILS | DATE ISSUED | BRIEF DESCRIPTION |
|-------------------|-------------|-------------------|
| NIL | | |

c) Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

| BUILDING ENFORCEMENT TYPE | DATE ISSUED | BRIEF DESCRIPTION OF BREACH | ENFORCEMENT DATE CANCELLATION |
|---------------------------|-------------|-----------------------------|----------------------------------|
| NIL | | | |

PLEASE NOTE:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Regulation 326 (2), Building Regulations 2006

Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-

| PROPERTY INFORMATION | YES/NO |
|--|--------|
| Liable to flooding pursuant to regulation 802. | YES |
| Likely to be subject to attack by termites under regulation 803. | NO |
| Liable to significant snowfalls under regulation 805. | NO |
| Of designated land pursuant to regulation 806. | NO |
| For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 811. | NO |
| Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the <i>Building Act 1993</i> and under Part 3B of the <i>Planning and Environment Act 1987</i> , payable upon application for a Building Permit for a dwelling. <i>*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200</i> | YES |

Please notify Council on 9747 7301 if you discover any discrepancies in relation to the above information.

Yours faithfully,


Leigh Morcom for
CRAIG FLETCHER
Municipal Building Surveyor
Melton City Council

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

Rates and Charges for period 1 July 2017 to 30 June 2018

Your Reference: 27945963-014-8

Assessment Number: 517771

Issue date: 05/04/2018

Certificate No: 78963

Applicant:

Landata
DX 250639
MELBOURNE 3000

Civic Centre
232 High Street
Melton 3337
PO Box 21 Melton
Victoria 3337
T 03 9747 7333
F 03 9743 9970
Dx 33005 Melton
ABN 22 862073 889
melton.vic.gov.au

Property Location: 180-238 Exford Road WEIR VIEWS 3338

Title: LOT: 2 PS: 623039X V/F: 11118/725

Ward: COBURN

Capital Improved Value: \$16,261,000

Site Value: \$16,261,000

Net Annual Value: \$813,050

Effective Date: 01/07/2017 Base Date: 01/01/2016

1. RATES CHARGES AND OTHER MONIES:

| | |
|---|---------------|
| Vacant Land Date Levied 01/07/2017 | \$81,187.92 |
| Municipal Charge Date Levied 01/07/2017 | \$142.00 |
| Residential FSPL Fixed Charge Date Levied 01/07/2017 | \$107.00 |
| Residential FSPL Variable Charge Date Levied 01/07/2017 | \$1,983.84 |
| Current Rates Levied: \$83,420.76 | |
| Rate Arrears to 30/06/2017: | -\$0.01 |
| Interest to 05/04/2018: | \$115.13 |
| Other Monies: | \$0.00 |
| Less Rebates: | \$0.00 |
| Less Payments: | -\$62,680.28 |
| Less Other Adjustments: | <u>\$0.00</u> |

| | |
|---------------------------------|--------------------|
| Rates & Charges Due: | \$20,855.60 |
| Additional Monies Owed: | \$0.00 |
| Total Due: | \$20,855.60 |

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

Assessment Number: 517771

Certificate Number: 78963

.....

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

.....

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

.....

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 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, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

.....

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

.....

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998

Reference Number 517771

Min payment \$25 Cheque/Savings account only

.....

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$25.90 being the fee for this certificate.

A handwritten signature in black ink that appears to read 'Michael'.

Authorised Officer



ABN 67 433 835 375
36 MACEDON ST, SUNBURY
PO BOX 2371, SUNBURY DC 3429

1300 650 422
www.westernwater.com.au
mail@westernwater.com.au



022

Landata
Level 14 570 Bourke St
MELBOURNE VIC 3000

Your Ref: 27945963
Statement No: 75556
Service Req ID: 495001
Property No: 16-0917-8200
Account No: 16-0917-8200-01-3
Date: 05-April-2018

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2018 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 180-238 EXFORD RD, WEIR VIEWS VIC 3338

Title(s): Lot 2, Plan of Subdivision 623039, Volume 11118, Folio 725, Parish of Djerriwarrh

Owner(s):

Erskine Super Warrant Nominees No 9 Pty Ltd

Comments:

This property became rateable from 01-Nov-2017. Pro Rata charges apply for the current financial year.

Account Calculation:

| | |
|--|-----------------|
| Charges Previously Billed: | \$0.00 |
| Current Charges (see over for details): | \$109.89 |
| Total Amount Owning to 30-June-2018 | \$109.89 |

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Property No: 16-0917-8200
Property Address: 180-238 Exford Rd, Weir Views VIC 3338

Current Charges for services provided and their tariffs:

AVAILABILITY SERVICE: 195911

Water Service Fee: From 01/03/18 To 30/06/18 = 122 days @ 62.98¢ per day = \$76.84

Waterways Charge: From 01/03/18 To 30/06/18 = 122 days @ 27.09¢ per day = \$33.05

Sub Total = \$109.89

This property incurs the following charges, which for 1 July 2017 to 30 June 2018 are:

These charges should be adjusted at settlement.

Water Service Availability Charge of \$229.90 (Daily Rate: \$0.6298)

Melbourne Water - Waterways Charge of \$98.88 (Daily Rate: \$0.2709)

Encumbrances and other information:

Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 9679 7517.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Western Water supply. Visit www.westernwater.com.au/PWSR for more information.

Please note an annual Parks Charge may apply to this property. You should contact City West Water (Ph: 131 691) in the Melton region, or Yarra Valley Water (Ph: 1300 304 688) in the Sunbury region for further information.

Disclaimer:

Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. If there are any queries arising from information provided herein please call 1300 650 422. This statement is valid for a period of 120 days from date of issue.



Graham Holt 05-Apr-2018
General Manager, Customer & Community Relations

Western Water

PO Box 2371
Sunbury DC VIC 3429

Electronic Payment Option:
Please make this payment via
internet or phone banking.



Biller Code: 757955
Ref: 1609 1782 0001 3

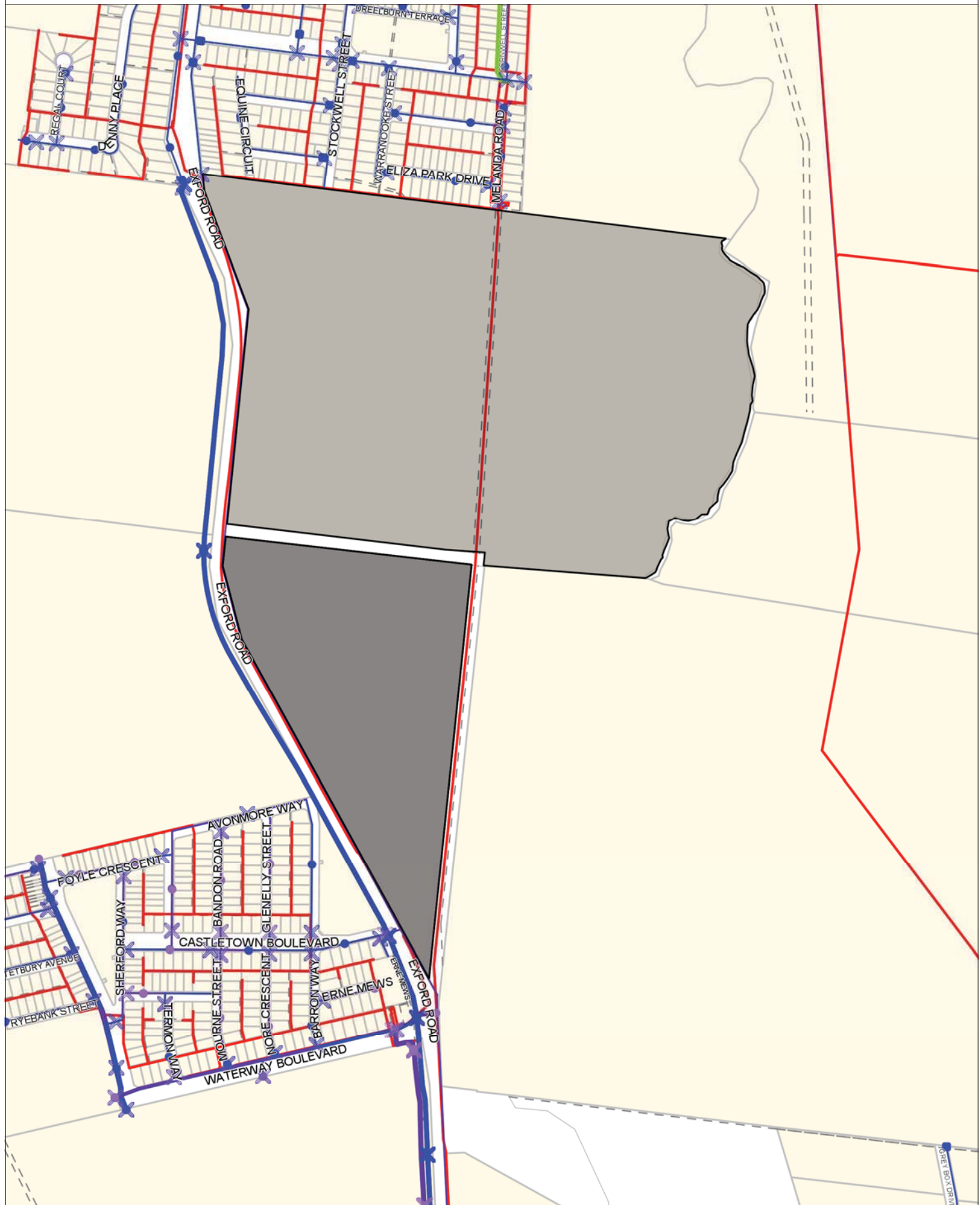
Property No: 16-0917-8200
Property Address: 180-238 Exford Rd, Weir Views VIC 3338

Information Statement Remittance Page

| <u>Account No</u> | <u>Description</u> | <u>Amount</u> | <u>Barcode</u> |
|-------------------|--------------------|---------------|----------------|
| 16-0917-8200-01 | Water Account | \$109.89 | |

Total: \$109.89

*** * * * Please return this page with your payment * * * ***



36 Macedon Street
P. O. Box 2371
Sunbury DC
VIC 3429
Ph: 03 9218 5400
Fax: 03 9218 5444

Date: 5/4/2018
Scale: 1:8000

180-238 EXFORD RD WEIR VIEWS

Disclaimer:
Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / BECK LEGAL

Your Reference: 538849-17

Certificate No: 21493862

Issue Date: 04 APR 2018

Enquiries: ESYSPROD

Land Address: 180 -238 EXFORD ROAD WEIR VIEWS VIC 3338

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|--------------|
| 37069362 | 2 | 623039 | 11118 | 725 | \$242,510.62 |

Vendor: ERSKINE SUPER WARRANT NOMINEES NO 3 PTY LTD

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|--------------------------|------|---------------|------------------|------------------|--------------|
| EXFORD ROAD MELTON TRUST | 2018 | \$16,261,000 | \$323,347.50 | \$0.00 | \$242,510.62 |

Comments: Land Tax of \$323,347.50 has been assessed for 2018, an amount of \$80,836.88 has been paid. Land Tax will be payable but is not yet due - please see note 5 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. To request an update for this certificate go to:

www.sro.vic.gov.au/certificates

Paul Broderick

Commissioner of State Revenue

CAPITAL IMP VALUE: \$16,261,000

SITE VALUE: \$16,261,000

AMOUNT PAYABLE: \$242,510.62

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 21493862

Land ID: 37069362

Amount Payable: \$242,510.62

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0024251062<0024251062>021493862000<021493862000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 21493862

1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
5. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$323,347.50

Taxable Value = \$16,261,000

Calculated as \$24,975 plus (\$16,261,000 - \$3,000,000)
multiplied by 2.250 cents.

Further information

| | |
|----------|--|
| Internet | www.sro.vic.gov.au |
| Email | sro@sro.vic.gov.au (Attn: Land Tax) |
| Phone | 13 21 61 (local call cost) |
| Fax | 03 9628 6853 |
| Mail | State Revenue Office GPO Box 4376 MELBOURNE VIC 3001 |

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 7646

Issue date: 09 April 2018

PART 1 – DETAILS OF APPLICANT

Beck Legal
C/- Landata
DX 250639 MELBOURNE

PART 2 - LAND DETAILS

Land Address: 180-238 Exford Road
Melton South ☐ 3338

Details of Land Title:

Lot / Plan: Lot 2 / PS623039
Volume / Folio: 11118 / 725

Municipality: Melton
Land Type: Type A
Land Area: 63.58 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

The amount of deferred Growth Areas Infrastructure Contribution as at the date on this certificate is
\$ 6,562,507.14 (including interest).

Note: Interest is calculated in accordance with section 201ST of the *Planning and Environment Act 1987*.

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at www.sro.vic.gov.au).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
- has been deferred,
- is subject to a staged payment approval,
- is affected by a work-in-kind agreement, or
- the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
- A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

For more information please contact:

| | |
|--|---|
| State Revenue Office – GAIC enquiries Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne | Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856 |
| Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000 | Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623 |

Growth Areas Infrastructure Contribution

Certificate of Deferral

Certificate ID: 466

Issue date: 25 August 2011

PART 1 – DETAILS OF LIABLE PARTY

Erskine Super Warrant Nominees No 3 Pty Ltd
61 Bull Street Bendigo VIC 3550

PART 2 – TITLE DETAILS

Land Address: 180-238 Exford Road
Melton South, 3338

Details of Land Title:

Lot/Plan: Lot 2 / PS623039
Vol/Fol: 11118 / 725

Municipality: Melton
Land Type: Type A
Land Area: 63.58 ha

PART 3 – DETAILS OF DEFERRED GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Date of dutiable transaction: 17 August 2011
Details of GAIC event: Sale of land

Lodgement date of election: 29 July 2011
Amount of the GAIC: \$5,248,529.00
Amount of the Deferred GAIC: \$5,248,529.00

Please note that this property is located within the Toolern Precinct Structure Plan. Please see attached Deferral Information Sheet regarding interest and indexation.

PART 4 – CERTIFICATION

The Commissioner of State Revenue confirms that the liable party's liability to pay the GAIC has been deferred in respect of the GAIC event relating to the land detailed above.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate of Deferral

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne.
- GAIC is calculated on a per hectare basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC rates

- For 2010-2011, the GAIC rate for type A land is \$80,000 per hectare. The GAIC rate for type B-1, B-2 and C land is \$95,000 per hectare.
- For 2011-2012 and each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index (All Groups Index) for Melbourne.
- The GAIC rates are published by the Minister for Planning before 1 June of the preceding financial year in the Government Gazette and posted on the website of the Department for Planning and Community Development.
- Once published, the GAIC rates will also be available on the websites of the State Revenue Office and the Growth Areas Authority.

Purpose of certificate

- The Certificate of Deferral confirms that the liable party's liability to pay the GAIC has been deferred in respect of the GAIC event relating to the land specified in the Certificate.
- Upon the issue of a Certificate of Deferral, the Commissioner will issue a notice, to the applicant, that notifies the Registrar of Titles that a land transfer may be registered.
- The Registrar of Titles will not register a transfer of land without receiving the relevant notice from the Commissioner.

Further information on deferral

- Please refer to the Information Sheet – Deferral of GAIC for further information on deferral.

Certificate Number

- The Certificate Number appears in the top right hand corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to make enquiries about your application over the phone.
- You should quote the Certificate Number on any written correspondence.

Payment Options



Payment by mail

- Cheque only
- Make cheque payable to: **State Revenue Office, Victoria** marked 'Not Negotiable'.
- Write your certificate number on the back of the cheque and mail to:
State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



Payment in person

- Cheque only
 - Present this notice intact to the
State Revenue Office,
Level 2, 121 Exhibition Street Melbourne
 - You will be issued an official receipt.
- Payments can be made between 8.30 am and 4.30 pm Mon, Tues, Thur and Fri and between 8.30 am and 1.00 pm Wed.

For more information please contact the State Revenue Office

| | |
|--|---|
| State Revenue Office – Growth Area Infrastructure Contribution Enquiries Mail State Revenue Office, GPO Box 4376, MELBOURNE VIC 3001 or DX260090 Melbourne In person State Revenue Office, Level 2, 121 Exhibition Street, Melbourne, Victoria Hours of operation: Mon, Tues, Thurs, Fri – 8.30 am to 4.30 pm Wed – 8.30 am to 1.00 pm | Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856 |
| Growth Areas Authority – Growth Area Infrastructure Contribution Enquiries Mail Growth Areas Authority, Level 29, 35 Collins Street, MELBOURNE VIC 3000 | Internet www.gaa.vic.gov.au Email info@gaa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623 |

Information Sheet – Deferral of GAIC

1. Election to defer (first deferral)

- 1.1 A person liable for a GAIC in respect of the dutiable transaction relating to land may elect to defer the payment. GAIC can be deferred up to 100 per cent if the dutiable transaction occurred before 1 July 2010 for Type A land, or up to 70 per cent of GAIC in any other case.
- 1.2 The liable person must lodge the Election to Defer Form before the day on which the GAIC becomes payable (i.e. three months after the GAIC liability arises).
- 1.3 An election to defer a GAIC takes effect from the time the liability to pay GAIC arises.
- 1.4 Where the dutiable transaction relating to the land is a significant acquisition, the deferral is taken to have been elected by all persons who are jointly and severally liable for the GAIC payment.

2. Liability to pay non-deferred GAIC

- 2.1 A person who has deferred the payment of a GAIC must pay the non-deferred part of GAIC by the due date.
- 2.2 Failure to pay the non-deferred GAIC constitutes a tax default under the *Taxation Administration Act 1997* (TAA). The whole of the GAIC will become immediately payable as if the election of deferral had never been made. The TAA interest will apply on the whole GAIC amount from what would have been the last day for payment of the whole GAIC amount (i.e. three months after the GAIC liability arises). Penalty tax may also be imposed under the TAA.

3. Indexation and interest applying to deferred GAIC

- 3.1 A deferred GAIC is subject to indexation and/or a payment of interest from the day the GAIC liability arises before the first deferral (see cases (a)-(e) below).
- 3.2 Indexation of a deferred GAIC is to be calculated at the end of each financial year after the GAIC liability arose based on the Consumer Price Index.
- 3.3 The payment of interest is calculated on a daily basis using the relevant 10-year bond rate for each financial year. The 10-year bond rate is available on the SRO website.

- a) Type A land – If a dutiable transaction occurs before 1 July 2010 The deferred GAIC (up to 100 per cent) is to be indexed until the earlier of the following:
 - the deferred GAIC is paid by the due date – see Due date for payment of deferred GAIC, or
 - approval is given for staged payment.

- b) Type A land – If a dutiable transaction occurs on or after 1 July 2010 and before the land becomes part of a precinct structure plan (PSP) area
The deferred GAIC (up to 70 per cent) is to be indexed until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - the land becomes part of a PSP area, andIf the deferred GAIC is not paid by this time, the deferred GAIC, as indexed, is subject to the payment of interest from the time the land becomes part of a PSP area until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - approval is given for staged payment.

- c) Type A land – If a dutiable transaction occurs on or after 1 July 2010 and after the land becomes part of a PSP area
The deferred GAIC (up to 70 per cent) is subject to the payment of interest until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - approval is given for staged payment.

- d) Type B-1, B-2 and C land – If a dutiable transaction occurs before the land becomes part of a PSP area
The deferred GAIC (up to 70 per cent) is to be indexed until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - the land becomes part of a PSP area, andIf the deferred GAIC is not paid by this time, the deferred GAIC, as indexed, is subject to the payment of interest from the time the land becomes part of a PSP area until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - approval is given for staged payment.

- e) Type B-1, B-2 and C land – If a dutiable transaction occurs on or after the land becomes part of a PSP area
The deferred GAIC (up to 70 per cent) is subject to the payment of interest until the earlier of the following:
 - the deferred GAIC is paid by the due date, or
 - approval is given for staged payment.

4. Subsequent dutiable transaction and subsequent deferral

- 4.1 When a person (relevant person) has deferred the payment of a GAIC, and a subsequent dutiable transaction occurs prior to land being subdivided or developed, the subsequent transferee (as defined in the *Planning and Environment Act 1987*) becomes liable to pay the deferred GAIC as indexed and any applicable interest (roll-over GAIC). The liability of the relevant person is extinguished.
- 4.2 If the subsequent dutiable transaction occurs in relation to part of the interest in the land or in a land rich landholder, the subsequent transferee will be liable to pay the roll-over GAIC in proportion to the acquired interest; and the relevant person remains liable to pay the remaining part of the deferred GAIC.
- 4.3 The subsequent transferee must pay the roll-over GAIC within three months after the occurrence of the subsequent dutiable transaction (unless the subsequent transferee elects for a subsequent deferral).
- 4.4 The subsequent transferee may elect to defer the whole or part of the roll-over GAIC by lodging the Election to Defer Form within three months from the occurrence of the subsequent dutiable transaction.
- 4.5 The election of subsequent deferral takes effect from the time the subsequent dutiable transaction occurs. The deferred GAIC continues to be subject to indexation and/or interest whichever is applicable.
- 4.6 The above applies to successive subsequent dutiable transactions relating to the land.

5. Due date for payment of deferred GAIC and interest

- 5.1 The person who has deferred a GAIC payment (including a roll-over GAIC) must pay the deferred GAIC and any interest charged on or before the first to occur of the following events in relation to the same land:
 - a) the issue of a statement of compliance, or
 - b) the making of a building permit application.
- 5.2 The due date to pay a deferred GAIC and interest does not apply if that person has obtained an approval for staged payment (see SRO website for details relating to a staged payment approval).

6. Default on deferred GAIC

- 6.1 A failure to pay the deferred GAIC (including a roll-over GAIC) and any interest charged by the due date constitutes a tax default under the TAA. The deferred GAIC will become immediately payable as if the election of deferral or subsequent deferral had never been made. The person will be liable to pay interest and penalty tax (if any) under the TAA.
- 6.2 For a first deferral, the interest and penalty tax will apply to the original amount of the deferred GAIC. The interest will apply from what would have been the last day for payment of the whole GAIC amount (i.e. three months from the liability arises).
- 6.3 For a subsequent deferral, the interest and penalty tax will apply to the roll-over GAIC. The interest will apply from what would have been the last day for payment of the roll-over GAIC (i.e. three months from the occurrence of the subsequent dutiable transaction).

7. GAIC extinguished if land ceases to be in contribution area

- 7.1 If land, in respect of which a GAIC has been deferred, ceases to be in the contribution area within three years after the GAIC liability arose, the liability is extinguished to the extent that it relates to the land that has ceased to be in the contribution area.
- 7.2 If a person has paid the non-deferred amount of GAIC in respect of the land, the person may apply for a refund of overpaid GAIC under the TAA.

8. Deferred GAIC becomes a charge on land

- A deferred GAIC (including a roll-over GAIC) and any applicable interest that is not paid by the due date is a charge on the land in respect of which the GAIC is imposed. The charge will be removed when that outstanding amount is fully paid, or the liability to pay GAIC in respect of the GAIC event is extinguished.

G3 Notice that Transfer or Plan may Proceed

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

DEALING
BARCODE

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

Read this before you start

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

Purpose

The Commissioner of State Revenue notifies the Registrar of Titles that (as the case requires)—

- (a) an instrument of transfer relating to the land may be accepted for lodgment; or
(b) the requirement under section 22(1)(g) of the **Subdivision Act 1988** has been met.

1. What land is subject to GAIC?

Land Title 1

Volume 11118 Folio 725

Land Title 2

Volume Folio

Other Land Titles

2. What is the GAIC notification number/date?

Number AH356185Q

Date 12/07/2010

3. Does this application relate to a transfer of land or a plan of subdivision?

Transfer of Land ☒ Go to question 4

Plan of Subdivision ☐ Go to question 5

4. Who is the transferee?

Transferee 1

Given Name(s)

Family Name/
Company Name

Land Source Australia Pty Ltd

Transferee 2

Given Name(s)

Family Name/
Company Name

Erskine Super Warrant Nominees No 3 Pty Ltd

- ☒ The Commissioner confirms that an instrument of transfer relating to the land described in item 1 to the above transferees may be accepted for lodgment.

Go to 6

5. Plan Details

Plan Number

- ☐ The Commissioner confirms that the requirement under section 22(1)(g) of the **Subdivision Act 1988** has been met.

6. Signature/s

SRO

Signature

Name of Signatory

7. Date (dd/mm/yyyy)

25/08/2011

8. Does the lodging party have a customer code?

No ☐ Go to question 9

Yes ☐ What is the customer code? Reference

9. Lodging party details

Lodging party

Given Name(s)

Family Name/
Company Name

Phone

Address

No.

Street

Suburb

Postcode

You may lodge this form in two ways:

1. In person

Level 9, 570 Bourke Street
Melbourne 3000

2. By mail

P.O. Box 500
East Melbourne 3002

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: 180-238 EXFORD ROAD

SUBURB: WEIR VIEWS

MUNICIPALITY: MELTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 342 Reference K6
Melways 40th Edition, Street Directory, Map 342 Reference K7
Melways 40th Edition, Street Directory, Map 342 Reference J6
Melways 40th Edition, Street Directory, Map 342 Reference K8
Melways 40th Edition, Street Directory, Map 342 Reference J7
Melways 40th Edition, Street Directory, Map 342 Reference K9
Melways 40th Edition, Street Directory, Map 342 Reference J8
Melways 40th Edition, Street Directory, Map 342 Reference K10
Melways 40th Edition, Street Directory, Map 343 Reference B8
Melways 40th Edition, Street Directory, Map 343 Reference A7
Melways 40th Edition, Street Directory, Map 343 Reference A8
Melways 40th Edition, Street Directory, Map 343 Reference B7

DATE OF SEARCH: 4th April 2018

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of

[Extract of Priority Sites Register] # 27945963 - 27945963092042
'355372'



Extract of EPA Priority Site Register

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

relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Beck Legal C/- InfoTrack (InfinityLaw)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 355372

NO PROPOSALS. As at the 4th April 2018, 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®.

180-238 EXFORD ROAD, WEIR VIEWS 3338
CITY OF MELTON

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: 4th April 2018

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 27945963 - 27945963092042 '355372'

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](https://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.

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.