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Contract of Sale – Land
Savana, Stage 10

Property: 50 Hobbs Road, Wyndham Vale, Victoria, 3024

Lot: [ ] on proposed plan of subdivision PS809300E (Stage 10)

Avid Property Group Nominees Pty Ltd
ACN 088 212 631
as trustee for the Hobbs Road Wyndham Trust ABN 47 262 319 891

Form 1

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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

Property Address: **Refer - Particulars of Sale**

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; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this Contract.

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 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 the 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 / /2015~~

REFER - EXECUTION PAGES FOR PURCHASER SIGNING

~~print name of person signing~~
~~state nature of authority if applicable (e.g. "director", "attorney under power of attorney")~~

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

SIGNED BY THE VENDOR ~~on / /2015~~

REFER - EXECUTION PAGES FOR VENDOR SIGNING

~~print name of person signing~~
~~state nature of authority if applicable (e.g. "director", "attorney under power of attorney")~~

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) Sales 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 the Purchaser signs the contract of sale and 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.

Vendor Execution

SIGNED BY THE VENDOR	on	
print name of person signing		
	on	
print name of person signing		
state nature of authority if applicable (e.g. “director”, “attorney under power of attorney”)	As attorneys for Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Hobbs Road Wyndham Trust ABN 47 262 319 891 under power of attorney dated 17/08/2016	

Purchaser Execution

print name of person signing	state nature of authority if applicable (e.g. “director”, “attorney under power of attorney”)	signature	date

Particulars of sale

VENDORS ESTATE AGENT

RPM REAL ESTATE PTY LTD

of Suite 4-6, Level 2, 2 Queen St Melbourne VIC 3000
PO Box 16204 Collins Street West VIC 8007

Reference: Monique Ruggieri
Telephone: 1300 656 011 Email: savana@avid.com.au

VENDOR

Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Hobbs Road Wyndham Trust ABN 47 262 319 891
of Suite 6, Level 2, 2 Queen Street Melbourne VIC 3000

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Maddocks of Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria, 3008
Ref: 6804943.026:AMAG Telephone: (03) 9258 3555 Facsimile: (03) 9258 3666
Email: kristie.garrett@maddocks.com.au

PURCHASER

Name	Address	Telephone	Email

Purchaser's Legal Practitioner or Conveyancer

Name		
Address		
Telephone	Fax	Email

LAND (general conditions 3 & 9)

Lot on proposed Plan of Subdivision PS809300E, being part of the land described in certificate of title volume 12152 folio 609 and attached to the Vendor's Statement.
The land includes any improvements and fixtures.

PROPERTY ADDRESS
The address of the land is **Lot** on proposed Plan of Subdivision PS809300E, Savana, 50 Hobbs Road, Wyndham Vale, Victoria, 3024.

GOODS SOLD WITH THE LAND (general condition 2.3(f))
(list or attach schedule)

Nil

PAYMENT (general condition 11 and special condition 28(i))

Price **$**

Deposit **$** (payable on the day of sale) of which **$** has been paid.

Balance **$** payable at settlement.

GST (general condition 13)

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

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

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

margin scheme - Refer to Special Condition 24

SETTLEMENT (general condition 10)

is due on the Settlement Date described in Special Condition 5 and 1.1(ee).

LEASE (general condition 1.1)

At settlement the Purchaser is entitled to vacant possession of the Property unless the words '**subject to lease**' appear in this box

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in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

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and refer to general condition 23 and add any further provisions by way of special conditions

LOAN (general condition 14)

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

Lender:

Loan amount $

Approval date 21 days from the Day of Sale

SPECIAL CONDITIONS

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

special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions follow the general conditions.

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

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 a 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 any 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 $5,000 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 any 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 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 a 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 interest that the purchaser reasonably requires to be released, if the purchaser does not provide an advice under general condition 7.11.

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

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

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

as though the purchaser was in default.

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

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

8. Builder warranty insurance

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

9. General law land

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

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

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either:

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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 prepaid post; or

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

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression “give” or “serve” or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

ANNEXURE A
Special Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Contract:

(a) **Additional Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use and covenants (including any draft restrictions and covenants included in the Disclosure Material), dedications of land, agreements (including, if the Relevant State is Victoria, the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic)), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development and which are:

(i) required by an Authority;

(ii) required by a condition or an approval of an Authority; or

(iii) reasonably and properly required for the Development.

(b) **Authority** means any government, local government, semi-government, statutory or planning authority, including the Titles Office and the Council.

(c) **Business Day** means any day other than:

(i) a Saturday or Sunday;

(ii) a public holiday in the capital city of the Relevant State; or

(iii) a day in the period 24 December to 2 January (inclusive).

(d) **Buyer Claim** means making any requisition, claiming compensation from the Seller, claiming a reduction in the Purchase Price, seeking to delay or extend Settlement, seeking to be discharged from the purchase of the Land or attempting to rescind or terminate this Contract.

(e) **Contract Date** means the date of this Contract as inserted in the Particulars.

(f) **Council** means the local or municipal council or government with jurisdiction over the Parent Parcel.

(g) **Default Interest Rate** means 12% per annum.

(h) **Design Guidelines** mean the draft building design guidelines attached to this Contract, included in the Disclosure Material and any revised guidelines advised by the Seller to the Buyer from time to time.

(i) **Development** means the residential estate of which the Property forms part, being developed by the Seller on the Development Site.

(j) **Development Site** means all land including:

(i) the Parent Parcel;

(ii) any land identified on the Plan; and

(iii) any land adjoining or near that land,

on which the Seller and its contractors and consultants are undertaking or intend to undertake development activities as part of the Development.

(k) **Disclosure Material** means this Contract, including all material attached to this Contract (in addition to that attached in **Annexure B**), the Disclosure Statement

(where applicable under the Governing Act), the Design Guidelines and any other material given to the Buyer by the Seller and which is identified in writing by the Seller as Disclosure Material for the purposes of this Contract.

(l) **Disclosure Statement** means a disclosure statement and associated materials relating to the Land given by the Seller to the Buyer before the Buyer entered into this Contract, if required under the Governing Act.

(m) **Governing Act** means:

(i) if the Relevant State is Queensland, the *Land Sales Act 1984* (Qld);

(ii) if the Relevant State is New South Wales, the *Conveyancing Act 1919* (NSW); and

(iii) if the Relevant State is Victoria, the *Sale of Land Act 1962* (Vic).

(n) **Guarantor** means all the directors of the Buyer.

(o) **House** means a residential dwelling and ancillary fencing and landscaping which meets all requirements of the Design Guidelines, including obtaining the approval of the Seller or its nominee to the relevant plans and specifications.

(p) **Land** means the parcel of land sold under this Contract, as identified in the Particulars.

(q) **Outgoings** means all outgoings, costs and expenses in respect of the Property and includes Rates and land tax.

(r) **Parent Parcel** means the larger parcel (or parcels) of land identified on the Plan as:

(i) if at the Contract Date there is not a Title, the underlying land from which the Land will be ultimately subdivided; and

(ii) if at the Contract Date there is a Title, the underlying land which was subdivided to create, amongst other land, the Land.

(s) **Particulars** means the information schedule at the front of this Contract which forms part of the Standard Form, which has been completed to include details about the sale of the Property.

(t) **Personal Information** means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller or on its behalf whether prior to or after the date of this Contract.

(u) **Plan** means:

(i) if at the Contract Date there is not a Title, a plan of subdivision generally in the form of the proposed plan (as amended, varied or otherwise affected from time to time in accordance with the Contract) attached to this Contract as **Annexure C**; and

(i) if at the Contract Date there is a Title, the Registered Plan attached to this Contract as **Annexure C**.

(v) **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under that Act, as amended from time to time.

(w) **Property** means the Land and all improvements, fixtures and inclusions on the Land, but does not include any item that is identified in the Particulars as being excluded from sale.

(x) **Purchase Price** means the price to be paid for the Property as specified in the Particulars.

(y) **Rates** means all rates and charges by any competent Authority and includes Council rates, water rates and fire service levies.

(z) **Registered Plan** means the Plan (as amended, varied or otherwise affected from time to time in accordance with this Contract) as registered at the Titles Office.

(aa) **Relevant State** means the State in which the Parent Parcel is located.

(bb) **Restrictive Covenant** means the restrictive covenant to be registered on the title before the Settlement Date.

(cc) **Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

(dd) **Service** means any water supply, sewerage, drainage, gas, electricity, telecommunications (including the national broadband network) or other service and, where the context permits, includes all infrastructure, machinery and installations for the conveyance, support, operation, protection and maintenance of supply of a service.

(ee) **Settlement** means completion in accordance with this Contract.

(ff) **Settlement Date** means:

(i) if at the Contract Date there is not a Title, the later of:

(A) the date specified as the settlement date in the Settlement Notice being **14 days** after the date the Settlement Notice is given to the Buyer; and

(B) the date that is **35 days** after the Contract Date; or

(ii) if at the Contract Date there is a Title, the date that is **35 days** after the Contract Date.

(gg) **Settlement Notice** is a notice given by the Seller to the Buyer that the Plan creating the Land has been registered by the Titles Office.

(hh) **Site Conditions** means physical conditions on, above, below or about the Land or its surroundings, including natural and artificial conditions, geo-technical and sub-surface conditions, any latent or patent defect, contamination or the existence of any hazardous substances or things and the location and capacity of Services, whether or not they could reasonably have been anticipated at the Contract Date or at any other time.

(ii) **Solicitor** where appearing in the Particulars or these Special Conditions includes a legal representative or other party nominated as acting for the Seller or the Buyer (as the case may be).

(jj) **Special Conditions** mean the special conditions contained in this **Annexure A** to this Contract.

(kk) **Standard Form** means the standard terms or general conditions of the Real Estate Institute, Law Institute or Law Society of the Relevant State to which these Special Conditions are annexed, or if no such terms or standard conditions, then the general conditions contained and in force in this Contract.

(ll) **Sunset Date** means the date which is 36 months after the Contract Date.

(mm) **Title** means a separate freehold title for the Land issued by the Titles Office.

(nn) **Title Encumbrances** means all encumbrances (other than mortgages) which are:

(i) registered on the title of:

(A) if at the Contract Date there is not a Title, the Parent Parcel at the Contract Date; or

(B) If at the Contract Date there is a Title, the Land at the Contract Date;

(ii) disclosed or identified on the Plan, including any restrictions on the use of land;

(iii) arising by operation of any statute in respect of the Land;

(iv) identified or disclosed in the Disclosure Material; or

(v) registered in respect of the Land in accordance with this Contract.

(oo) **Titles Office** means the Land Titles Registry or Office in the Relevant State.

1.2 Interpretation

The following rules of interpretation apply to this Contract unless the context requires otherwise:

(1) the singular includes the plural and vice versa;

(2) a person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, trust, successors, substitutes (including persons taking by novation) and assigns;

(3) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced form time to time;

(4) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;

(5) subject to Special Condition 1.3, if a word or phrase is defined in the Standard Form:

(i) it has the same meaning in these Special Conditions, unless the term is defined differently in these Special Conditions; and

(ii) if it can be used interchangeably with a term used in these Special Conditions, the term used in these Special Conditions has the same meaning as that other term, including for example:

(A) Seller means Vendor;

(B) Buyer means Purchaser;

(C) Settlement means Completion;

(D) Deposit Holder means Stakeholder;

(E) Settlement Date means Completion Date and Date for Completion;

(F) Contract Date means Day of Sale; and

(G) vice versa in each case;

(6) headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract;

(7) a reference to a status, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(8) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(9) the word 'includes' in any form is not a word of limitation;

(10) a reference to a '$' or 'dollar' is to Australian currency; and

(11) the obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.3 Order of Precedence

The Buyer and the Seller agree that if there is:

(1) any conflict or inconsistency arising between these Special Conditions, the Design Guidelines, the Particulars and the Standard Form, the ranking in priority will be as follows:

(i) first these Special Conditions;

(ii) second the Standard Form;

(iii) third the Particulars; and

(iv) fourth the Design Guidelines; or

(2) any conflict or inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of the conflict or inconsistency, the provisions of any other Special Condition will prevail and have priority over this Special Condition.

1.4 Order of Precedence – Restrictions

The Buyer and the Seller agree that if there is:

(1) any conflict or inconsistency arising between the memorandum of common provisions contained in the Disclosure Material, the restrictions in the Plan and the Design Guidelines, the ranking in priority will be as follows:

(i) first the memorandum of common provisions;

(ii) second the restrictions contained in the Plan; and

(iii) third the Design Guidelines.

(2) any conflict or inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of the conflict or inconsistency, the provisions of any other Special Condition will prevail and have priority over this Special Condition.

1.5 Business Days

If anything is required to be done on a day that is not a Business Day, it must be done on the next Business Day.

2 Representations, Warranties and Acknowledgments

2.1 Disclosure Material/Statement acknowledgement

The Buyer acknowledges receiving the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement in respect of the Property in compliance with the applicable requirements of the Governing Act before entering into this Contract.

2.2 Representations and warranties

(1) This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

(2) The Buyer represents and warrants to the Seller that:

(i) the Buyer has inspected the Property;

(ii) unless otherwise stated in this Contract, the Buyer has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty made by or on behalf of the Seller in respect of any matters relating to the Property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may affect the Property, including:

(A) its suitability for any use (including any restrictions applying to that use);

(B) the Site Conditions;

(C) any financial return or income likely to be derived from it;

(D) any market analysis, estimate, opinion or other statement, comment or prediction as to the future; and

(E) any Service or proposed Service to the Property, being a joint Service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any Service passing through the Property; and

(iii) the Buyer relies on the Buyer's own enquiries in relation to all matters affecting the Property, whether or not disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.

(3) No warranty or representation is made by or on behalf of the Seller as to the accuracy or completeness of the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.

(4) Without limitation to any other provision in this Contract, the Buyer confirms, warrants and acknowledges to the Seller that:

(i) the Buyer has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract;

(ii) any material or information provided or made available by or on behalf of the Seller has been provided for the purpose of assisting the Buyer in determining the direction of its own independent enquiries into, and independent assessments of, the Property;

(iii) prior to entering into this Contract, the Buyer has satisfied itself with respect to all matters relating to or arising out of those investigations and enquiries and

has relied entirely upon its own enquiries and inspections in respect of the Property; and

(iv) the Buyer will not make any Buyer Claim as a direct or indirect result of the investigations, enquiries or disclosure referred to in this Special Condition 2.2.

3 Property Restriction and Objections

(1) Unless otherwise provided in these Special Conditions, the Buyer accepts:

(i) the state of repair or condition of the Property (including any improvements, fixtures, furnishings, chattels and inclusions);

(ii) the state of repair or condition of any Service to and on the Property;

(iii) the presence of any sewer, manhole or vent on the Property; and

(iv) any Site Conditions in relation to the Land.

(2) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in Special Condition 3(1).

4 Capacity

Without affecting any other right of the Seller, the Seller may terminate this Contract by written notice to the Buyer if the Buyer or any Guarantor:

(1) being a natural person:

(i) dies;

(ii) becomes incapable because of unsoundness of mind to manage his or her own affairs; or

(iii) is declared bankrupt or enters into any scheme with, or makes any assignment of, his or her estate for the benefit of his or her creditors; or

(2) is a company and:

(i) resolves to go into liquidation;

(ii) has a petition for its winding up presented and not withdrawn within **30 days** of presentation;

(iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation;

(iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed to it; or

(v) is deemed or taken under the laws of Australia to be subject to a similar event or to be unable to pay its debts.

5 Settlement

5.1 Settlement requirements

(1) Settlement of this Contract must take place on the Settlement Date.

(2) Without affecting the Seller's other rights, if any money payable by the Buyer under this Contract is not paid when due (or the Seller extends the Settlement Date as a direct consequence of a request or default of the Buyer), the Buyer must pay the Seller interest on that money calculated at the Default Interest Rate from the due date for payment (or the original Settlement Date, whichever is earlier) until payment is made. Interest is capitalised on the first day of each month. The Buyer must pay the interest at Settlement and the Seller is not obliged to complete this Contract unless

the Buyer pays that interest. The Seller may recover any interest from the Buyer as liquidated damages.

(3) The Seller is not regarded as unable, not ready or unwilling to complete because of the existence of a charge on the Land in respect of any Outgoings.

5.2 Seller may extend Settlement Date

The Seller may, in its sole discretion and by written notice to the Buyer, extend the Settlement Date by a period of not more than three months. The Seller may extend the Settlement Date under this Special Condition 5.2 on any number of occasions, provided that the extended Settlement Date is not later than the date that is three months after the original Settlement Date.

6 Registration of Plan

(1) If at the Contract Date a Title does not exist for the Land, Settlement of this Contract is conditional on registration of the Plan at the Titles Office and the creation of the Title.

(2) If on or before the Sunset Date:

(i) where the Relevant State is Queensland, Settlement has not been effected; or

(ii) where the Relevant State is New South Wales or Victoria, registration of the Plan at the Titles Office and the creation of the Title has not occurred,

then either party may (provided it is not in default under this Contract), by giving written notice to the other party, rescind this Contract before Settlement is effected. Upon rescission, the Deposit will be refunded to the Buyer and neither party will have any other right, claim or cause of action against the other because of the rescission, Settlement not having occurred or the Plan not being registered or the Title not being created.

7 Management of the Property

7.1 Seller has no obligations

The Seller is not obliged to:

(1) clean or tidy the Land;

(2) remove any rubbish, debris or other items from the Land;

(3) repair, maintain or replace anything on the Land; or

(4) carry out any renewals or replacement of, or incur capital expenditure (according to normal accounting principles) in relation to, any improvements or property on the Land,

prior to Settlement or at all.

7.2 Fencing

The Buyer acknowledges and agrees that:

(1) the Buyer accepts the fencing and any retaining wall on or around the Land in its condition at Settlement;

(2) the Seller is not required to make any contribution towards installing or maintaining any fencing or retaining wall on or around the Property, including if Land is unfenced or if the Seller is the registered owner of any adjoining land;

(3) the Seller does not warrant that the boundary fences on the Land align with, or are erected on, the boundary lines of the Land, or that there is no encroachment onto the Land;

(4) the Buyer:

(i) must not make a Buyer Claim due to any matter in this Special Condition 7.2; and

(ii) to the extent it is lawfully able to do so, waives its rights under any legislation in the Relevant State or at common law to claim a contribution from the Seller for the installation or maintenance of any fencing or retaining wall on or affecting the Land; and

(5) if the Relevant State is Victoria, the maximum amount of any contribution by the Seller (in its capacity as the owner of an adjoining parcel) towards the cost of constructing any dividing fence will be $1.00.

8 Alterations to the Plan and Additional Restrictions

8.1 Alterations to the Plan

(1) Subject to the provisions of any relevant legislation (including the Governing Act), the Buyer acknowledges that the Seller may make such alterations or variations to the Plan which the Seller considers necessary or desirable or which may be required by any Authority.

(2) Without limiting the Seller's rights under Special Condition 8.1(1), the Buyer agrees that it will not be materially prejudiced by, and must not make any Buyer Claim in respect of:

(i) any minor variation to the dimensions or discrepancies in the position of the Land;

(ii) any minor reduction in the area of the Land;

(iii) any variation to the lot numbering of the Land;

(iv) any variation which may be required by the Seller or any Authority to the number, dimensions, area, position or numbering of any of the lots within the Development other than the Land; or

(v) the creation of or change in location of any easements, restrictive covenants or positive covenants,

between those shown on the Plan and those shown on the Registered Plan.

(3) The sale of the Land is subject to any Title Encumbrance.

(4) The Seller may register (or allow to be registered) on the Title of the Land, any easement or other encumbrance that may be required by the Seller or any relevant Authority and the Buyer must not make any Buyer Claim in respect to such encumbrance.

(5) For the purposes of Special Condition 8.1(2):

(i) 'minor variation' is a change which does not substantially, detrimentally and permanently affect the Land; and

(ii) 'minor reduction in the area of the Land' shall be a variation which diminishes the area of the Land by less than or equal to 5%.

(6) The Seller specifically reserves the right to subdivide any lot (other than the Land) on the Plan into more lots and to amalgamate any lot (other than the Land) with any

other lot (other than the Land) on the Plan and the Buyer must not make any Buyer Claim in relation to such subdivision and/or amalgamation.

(7) The Buyer must not make any Buyer Claim in relation to any matter relating to any lot on the Plan or on the Registered Plan other than the Land.

8.2 Additional Restrictions

(1) The Buyer acknowledges and agrees that:

(i) as at the Contract Date and the Settlement Date, not all of the Additional Restrictions may have been entered into, granted or finalised; and

(ii) subject to any relevant legislation (including the Governing Act) the Seller can enter into, grant, finalise or modify any Additional Restriction on or after the Contract Date.

(2) Within 5 Business Days after receipt of a request from the Seller, the Buyer must execute any acknowledgement, consent or other document required by the Seller under which the Buyer:

(i) agrees to accept and observe an Additional Restriction; and

(ii) acknowledges that the Additional Restriction runs with the relevant land.

(3) The Buyer acknowledges and agrees that the Seller may require the Buyer to create in the instrument of transfer of the Property, any Additional Restrictions in the form of easements or covenants which burden the Property.

8.3 No Buyer Claim

The Buyer must not make any Buyer Claim in relation to any matter disclosed or mentioned in this Special Condition 8.

9 Services

(1) The Buyer acknowledges that a Service, Title Encumbrance or Additional Restriction may affect the location of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation.

(2) The Buyer must:

(i) take into account the location of any Service, Title Encumbrance or Additional Restriction when designing a dwelling or other improvement for construction on the Land; and

(ii) pay all costs associated with the design and construction of a dwelling or other improvement on the Land as a result of the location of any Service, Title Encumbrance or Additional Restriction affecting the Land.

10 Buyer's Acknowledgment

The Buyer acknowledges that the title(s) to the lots on the Registered Plan, other than the Land, may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement and the Buyer must not make a Buyer Claim in respect of any of the following:

(1) redefinition of the boundaries of any lot;

(2) minor road realignment or dedication of any lot;

(3) leases, easements or dedications relating to the provision of electricity and the establishment of substations;

(4) alteration to the lot numbers;

(5) easements and/or restrictions on use in favour of any Authority, property and/or person but not so as to burden the Land;

(6) any easement or restriction on use affecting or benefiting any lot in the Registered Plan other than the Land which is disclosed or referred to in the Plan, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement; or

(7) any town planning or other application to the Council or other relevant Authority made by the Seller (or anyone on its behalf) relating to the above matters.

11 Estate Development

(1) The Buyer acknowledges and agrees that:

(i) the Property may form part of the Development Site and be part of a larger or multi-staged estate;

(ii) further development of surrounding lots or stages may occur after Settlement;

(iii) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Buyer or its successors in title; and

(iv) development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the Property, or necessitate changes to traffic conditions in or near the Property.

(2) The Seller may:

(i) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;

(ii) remove trees or other vegetation on any lot in the Development;

(iii) sell, transfer or otherwise dispose of any part of the Development Site;

(iv) change any part of the title structure in the Development (i.e. establish community title or other scheme) or use or authorise the use of any land in the Development Site for medium or high density housing, child care centres, schools and commercial and retail centres;

(v) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development Site;

(vi) use or authorise the use of any land in the Development Site as a display home;

(vii) change the nature and type of property developed and sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;

(viii) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or

(ix) change the Development in any other respect.

(3) The Seller does not make any representations nor give any assurances as at the Contract Date or at the Settlement Date as to:

(i) the nature and type of property developed and sold, and the business and activities carried on, within the Development Site;

(ii) the final type, nature and composition of the properties comprised in the Development (including those which may be adjacent to, or in close proximity to, the Property);

(iii) the nature, shape, design, final location or layout of any infrastructure associated with the Development (including roads, interchanges, overpasses, noise barriers, telecommunication towers and associated equipment, town centre, libraries, bus stations, schools, health facilities, child care facilities, supermarkets, bicycle paths, walking trails, wetlands, parks and open spaces (**Development Infrastructure**));

(iv) when (and if) the Development or any Development Infrastructure will be completed, including whether any such Development Infrastructure will be completed before the Settlement Date;

(v) the manner in which the Development will be carried out; and/or

(vi) the extent of changes that may be required to the Development and/or Development Infrastructure based on matters such as market demand and economic conditions.

(4) The Buyer is not entitled to lodge any objection against, nor to make any Buyer Claim, including for any damages, loss, nuisance or inconvenience, arising out of any development works carried out before or after Settlement or the matters disclosed in this Special Condition 11.

12 Selling and Leasing Activities

The Buyer acknowledges and agrees that the Seller and any persons authorised by the Seller, may before and after Settlement:

(1) conduct selling and leasing activities within the Development Site other than from within the Property;

(2) place and maintain in, on or about the Development Site, other than in or upon the Property, signs in connection with selling and leasing activities; and

(3) place and maintain in, on and about the Development Site other than the Property, an office and/or other facility for salespersons or other activities associated with the Development.

13 No Caveat

The Buyer must not:

(1) lodge a caveat on the title to the Land or the Parent Parcel, in respect of any interest of the Buyer arising out of this Contract; or

(2) register or attempt to register any other dealing or encumbrance on the title to the Land or the Parent Parcel,

prior to Settlement.

14 Real Estate Agent Warranty

The Buyer warrants to the Seller that the Buyer was not introduced to the Seller by a real estate agent other than the agent named in this Contract (if any) and the Buyer indemnifies the Seller in respect of any breach of this warranty.

15 Outgoings Adjustments

(1) The Buyer is liable for land tax assessed on the Land for the relevant land tax year current at the Settlement Date. If land tax is unpaid at the Settlement Date, the Buyer

will accept an undertaking by the Seller (such undertaking is hereby given) that it will pay the land tax when it becomes due and payable.

(2) For the purposes of this special condition, the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Parcel (**Land Tax Assessment**).

(3) If by Settlement a separate assessment for Outgoings in respect of the Land has issued, then the Outgoings will be adjusted on the basis that the Buyer is responsible for them from the day after Settlement. Outgoings will be adjusted on a paid basis and if required by the Seller, the Outgoings will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Outgoings when they become due and payable. The Buyer acknowledges that there will be no subsequent readjustment of Outgoings following Settlement.

(4) If by Settlement a separate assessment for Outgoings in respect of the Land has not issued, then:

(i) the parties will adjust the Rates on a paid basis on an agreed value of $300.00 per quarter for Council rates and if rateable $250.00 per quarter for water and sewerage rates;

(ii) if required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Rates when they become due and payable;

(iii) land tax will be adjusted based on the proportional land tax stated in the Land Tax Assessment and between the Buyer and the Seller on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the surface area of the Property bears to the surface area of the Land that is subject to the Land Tax Assessment;

(iv) the Buyer acknowledges that there will be no subsequent re-adjustment of Outgoings on the actual amount assessed or paid; and

(v) the payment of any Outgoings assessed on the Property in relation to a period after Settlement is the responsibility of the Buyer.

(5) The Buyer will not be entitled to make a Buyer Claim, and (apart from the adjustments referred to in this Special Condition 15) nor will the Buyer be entitled to require either a retention of or deduction from the Purchase Price, in respect of the payment of any Outgoings.

(6) The Buyer is responsible for the cost of the first four Bank cheques payable at Settlement. The cost of any additional Bank cheque is the responsibility of the Seller.

16 Guarantee of Corporate Buyer

(1) If the Buyer is a company (other than a company listed on an Australian Stock Exchange) the Buyer must deliver to the Seller by the Contract Date, a guarantee of the Buyer's obligations under this Contract by the Guarantor unless otherwise agreed to by the Seller. The guarantee must be in the form attached to this Contract as **Annexure D** and for the purposes of this Special Condition such attachment must be executed by the Guarantors.

(2) If the Buyer fails to deliver a guarantee as required under Special Condition 16(1), the Seller can terminate this Contract at any time up to the earlier of:

(i) the date on which the Buyer provides a guarantee required by Special Condition 16(1); and

(ii) Settlement.

17 Buyer as Trustee

If the Buyer enters into this Contract as trustee of any trust (the **Trust**), then the Buyer:

(a) discloses that it enters into this Contract as trustee of the Trust;

(b) warrants to the Seller that:

(i) the Trust is created validly and is in existence;

(ii) the Buyer is the sole trustee of the Trust and has been appointed validly;

(iii) the Buyer has full and free power to enter into this Contract and to perform all the obligations imposed upon it under this Contract; and

(iv) this Contract has been duly authorised, executed and delivered by the Buyer and constitutes and shall constitute a valid legal and binding instrument and that if any consent or approval is required for the Buyer to enter into this Contract or the performance by the Buyer of its obligations under this Contract, it has been obtained;

(c) acknowledges that:

(i) the Buyer accepts and undertakes personal liability under this Contract;

(ii) the Buyer must not before the satisfaction of all liability under this Contract, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust; and

(iii) if any of the assets of the Trust are at any time in the hands of the Buyer free of their trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Buyer must hold those assets on behalf of the Seller to the extent to which any liability under this Contract has not been satisfied; and

(d) agrees with the Seller that if at any time before satisfaction of any liability under this Contract:

(i) the Buyer ceases for any reason to be the sole trustee of the Trust, the Buyer must procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to this Contract as the Seller may reasonably require, including covenants in like terms to those contained in this Special Condition 17; and

(ii) it will notify the Seller promptly in writing if the Trust is determined or for any reason ceases to exist.

18 Security Interests under the PPSA

The Buyer acknowledges and agrees that:

(1) the Seller does not have an obligation to provide the Property free from any Security Interest;

(2) the Seller is not obliged to provide or procure a letter, deed poll or financing charge statement (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) confirming the release of the Property or the Seller (or any entity related to the Seller) from a Security Interest at Settlement; and

(3) the Seller may require Settlement without providing a release of any Security Interest that affects the Property or the Seller (or any entity related to the Seller).

19 No Nominee or Agency

(1) The Buyer warrants that it is purchasing the Land on its own behalf as principal and not as an agent for a third party.

(2) General Condition 18 is deleted and replaced with:

"18.(a) The Buyer may, with the consent of the Seller, nominate a substitute or additional transferee for the Property. The Seller will not unreasonably withhold its consent to a nomination provided that the Buyer:

(i) serves the correctly executed and dated nomination form (attached as **Annexure F**) on the Seller at least **14 days** before the Settlement Date (including providing the nominee's address and contact details in the nomination form);

(ii) is not and has not been in default under this Contract;

(iii) the Buyer satisfies the Seller that the nominee is either the:

(A) Parent;

(B) Sibling; or

(C) Spouse

of the Buyer, or the nominee is a registered company; and

(iv) delivers to the Seller:

(A) the executed and dated nomination form as set out in general condition 18(i);

(B) in a case where the nominee purchaser is or includes a company which is not listed on the official list of Australian Stock Exchange Limited (ACN 008 624 691), a guarantee and indemnity executed by the directors of the nominee purchaser in the form of the guarantee in **Annexure D**, except for any changes necessary due to the nomination, guaranteeing the obligations of the Buyer and the nominee purchaser;

(C) a written acknowledgment from each existing Guarantor that the nomination of the nominee does not vitiate the Guarantor's obligations;

(D) a statement signed by the Buyer and the nominee purchaser that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the nominee's acquisition of an interest in the Property;

(E) if applicable, a cheque payable by the nominee to the Seller for the difference between the amount paid by the Buyer as the Deposit and 10% of the Purchase Price, which will be credited to the increased deposit referred to in General Condition 18(c)(i); and

(F) a cheque payable by the nominee to the Vendor's Solicitor for $320, being their costs for advising the Vendor on compliance with this General Condition 18.

18.(b) Despite any nomination, the named Buyer in the Particulars remains personally liable to the Seller for the due performance of the obligations of the Buyer under this Contract.

18.(c) Upon such nomination contemplated in General Condition 18(a), if applicable the 'Payment' section in the Particulars of Sale of the Contract is amended so that:

(i) the Deposit is amended to 10% of the Purchase Price, and

(ii) the Balance is amended to 90% of the Purchase Price."

20 Foreign Investment Review Board

The Buyer warrants that the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) does not apply to the Buyer or to this purchase.

(1) The Buyer indemnifies the Seller against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Seller suffers as a result of a breach of the warranty contained in Special Condition 200.

21 Privacy Act

(1) The Buyer consents to:

(i) the collection of Personal Information;

(ii) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the financiers of the Seller;

(iii) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:

(A) enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract;

(B) procuring the provision to the Buyer of products and services contemplated by this Contract; and

(C) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract,

for disclosure to and use by owners of land adjoining the Property to assist such adjoining owners to comply with their obligations for development, fencing or other work that such adjoining owners may require to undertake; and

(iv) the disclosure, and use, of Personal Information in other circumstances where the Seller or any related entity is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

(2) The Buyer acknowledges that:

(i) the Personal Information is held by the Seller subject to the requirements of the Privacy Act and accordingly the Buyer may request access to Personal Information at any time; and

(ii) the Buyer may request that Personal Information be corrected and should do so by contacting the Seller's privacy officer.

22 Design Guidelines and Construction of House

22.1 Buyer's acknowledgements and agreement

(1) The Buyer acknowledges and agrees:

(i) that the Property forms part of the Development Site which may be a large or multi-staged residential development;

(ii) the sale of the Property is subject to any restrictions and requirements contained in the Design Guidelines;

(iii) it has read the Design Guidelines and agrees to be bound by them (including any changes to the Design Guidelines) as if they were set out in this Contract in full;

(iv) the Design Guidelines may affect the location, method of construction and design of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation;

(v) that it will not subdivide the Land without the Seller's prior written consent;

(vi) it must not erect a sign on the Land advertising the Land for sale at any time before the completion of the construction of the House on the Land; and

(vii) that the Seller may, in its absolute discretion, vary, relax, waive or choose not to enforce any of the requirements under the Design Guidelines in relation to any land in the Development Site.

(2) The Buyer acknowledges the Seller's rights under this Special Condition 22.1 and must not make any Buyer Claim in respect of any matter referred to in this Special Condition 22.1.

22.2 Construction of a House

The Buyer must, in constructing the House:

(1) comply with all conditions and requirements imposed by the Council and any other relevant Authority; and

(2) construct the House in accordance with the Design Guidelines.

22.3 Buyer's on-sale

The Buyer must not sell, transfer or otherwise dispose of the Land without the prior written consent of the Seller and first delivering to the Seller a deed which has been signed by the buyer or transferee in favour of the Seller and under which that buyer or transferee agrees to comply with the Design Guidelines, Special Condition 33 and any of the Buyer's obligations under this Special Condition 22 that have not been fulfilled as at the date of the sale, transfer or disposal of the Land.

22.4 No liability

The Buyer acknowledges that the Seller's (or any committee or approving entity constituted under the Design Guidelines) receipt or review of, comment or failure to comment upon, or approval or refusal of approval to any part of the design, location or construction methodology of a dwelling or other facilities on the Land will not:

(1) alter the Buyer's responsibility for:

(i) compliance with the Design Guidelines and this Contract;

(ii) any errors or omissions in the design or construction methodology; or

(iii) any failure of the design documentation or works on the Land to comply with the requirements of the Design Guidelines and this Contract; or

(2) entitle the Buyer to any Buyer Claim against the Seller.

22.5 Buyer's breach

The Buyer agrees that if the Buyer breaches the Buyer's obligations under this Special Condition 22:

(1) damages or compensation may be an inadequate remedy to the Seller;

(2) the Seller is entitled to seek injunctive relief against the Buyer; and

(3) the Buyer must pay on demand the Seller's costs (including legal costs on a full indemnity basis) if the Seller:

(i) takes any action against the Buyer; or

(ii) is subject to a claim, action, demand or proceeding brought by a third party, in any way relating to the Buyer's breach of its obligations under this Special Condition 22 or the Buyer's failure to comply with the Design Guidelines.

22.6 This Special Condition 22 does not merge on the Settlement Date.

23 Stamp Duty and Registration Fees

The Buyer must pay, and indemnifies the Seller against:

(1) all stamp duty on this Contract and on any transaction, guarantee, deed or other document contemplated by this Contract; and

(2) any registration fees relating to the transfer of the Property to the Buyer.

24 GST

(1) In this Contract:

(i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(ii) **GST Law** has the meaning given to that expression in the GST Act;

(iii) terms defined in the GST Law have the same meaning in this Contract, unless the context requires otherwise; and

(iv) any clauses in the Standard Form which apply to the treatment of GST on the purchase of the Property are deleted from this Contract.

(2) The Purchase Price in this Contract is inclusive of GST.

(3) The parties agree that the margin scheme will apply in working out the amount of GST on the supply of the Property, despite any indication of GST treatment to the contrary elsewhere in this Contract.

(4) The Buyer acknowledges that, as a result of the margin scheme applying to the supply of the Property, the Buyer is not entitled to receive from the Seller a tax invoice, and is not entitled to an input tax credit for GST paid, in respect of the Buyer’s acquisition of the Property.

(5) The Buyer acknowledges that, unless expressly identified as including GST, the consideration for any supply under or in connection with this Contract (other than the supply of the Property) does not include GST.

(6) Accordingly the parties agree that:

(i) if GST is payable on a supply made under or in connection with this Contract (other than the supply of the Property), the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (**GST Amount**);

(ii) subject to the prior receipt of a tax invoice (other than in respect of the supply of the Property where the margin scheme applies), the GST Amount is payable at the same time that the other consideration for the supply is provided;

(iii) if a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within **7 days** after the receipt of a tax invoice;

(iv) where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability; and

(v) if an adjustment event occurs in relation to a supply under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

25 Assignment, Novation and Granting of Security

(1) The Seller discloses and the Buyer is aware that the Seller may assign or novate the Seller's interest in this Contract to a successor in title to the Land, the Development Site or any other land containing the Land. The Buyer cannot make any Buyer Claim in connection with the assignment or novation.

(2) The Buyer must, if requested to do so by the Seller, promptly enter into a deed with the Seller and the Seller's successor in title on terms reasonably required by the Seller to give effect to the assignment or novation referred to in Special Condition 25(1). The Buyer acknowledges and agrees that such deed may include a release of the Seller from the Seller's obligations under this Contract.

(3) The Seller discloses and the Buyer is aware that the Seller has granted or may grant a mortgage, charge or other security over the Seller's interest in:

(i) the Land;

(ii) the Development Site;

(iii) this Contract;

(iv) the Deposit paid under this Contract; and/or

(v) some or all of the above,

and, if the Seller has done or does do so, the Buyer cannot make any Buyer Claim.

(4) The Buyer cannot make any Buyer Claim if in connection with the Development Site or the Seller (or both), a person holding a mortgage over the Development Site or security from the Seller becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

26 Severance

(1) Any provision of, or the application of any provision of, this Contract which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(2) Any provision of, or the application of any provision of, this Contract which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

27 Miscellaneous

In addition to the provisions contained elsewhere in this Contract, service of any document under or relating to this Contract is deemed served on a party if the document is sent by facsimile transmission and in such case such document shall be deemed to have been received when the transmission has been completed, except where:

(1) the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 2 hours after the transmission, in which case service is regarded as not having taken place; or

(2) the transmission is not completed before 5.00 p.m. (addressee's time) on a Business Day, in which case service shall be deemed to have been taken place on the next Business Day and in such case service is regarded as having taken place at 9.00am on the next Business Day.

28 Victoria – Amendments to Standard Form

For all purposes of this Contract, the terms of the Standard Form are amended as follows:

(1) General Condition 1.1 is deleted and replaced with a new General Condition 1.1 on the following terms:

"The Buyer buys the Property subject to:

(1) the Title Encumbrances;

(2) any reservation, exceptions and conditions (if any) in the crown grant;

(3) any lease referred to in the Particulars;

(4) the provisions of any agreement which the Seller may be required to enter into with any Authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic);

(5) the requirements of any planning permit or approval affecting the Property; and

(6) the Additional Restrictions."

(2) The warranty described in General Condition 2.1 applies to the form of the Standard Form prior to the deletions and amendments included in this Special Condition 28 and as otherwise set out in this Contract.

(3) General Condition 2.3(a) is deleted and replaced with a new General Condition 2.3(a) on the following terms:
"will at Settlement be the holder of an unencumbered estate in fee simple in the Property, subject to those encumbrances and interests described in General Condition 1.1 and otherwise disclosed in the Special Conditions; and"

(4) General Condition 7 is deleted.

(5) General Condition 10.1(b)(i) is deleted and a new General Condition 10.1(b)(i) is inserted on the following terms:
"do all things necessary that are reasonably the responsibility of the Seller to enable the Buyer to become the registered proprietor of the Property; and"

(6) General Condition 11.6 is deleted and replaced with:

"Without limiting any other rights of the Seller, if the Buyer fails to settle on the Settlement Date or requests an extension to the Settlement Date, the Buyer must pay to the Seller's Solicitor an amount of up to $500 plus GST representing the Seller's additional legal costs and disbursements."

(7) General Condition 13 is deleted.

(8) General Condition 15 is deleted.

(9) General Condition 20 is deleted.

(10) General Condition 21 does not apply to a notice, order, demand or levy which reasonably applies to the Seller's obligation to Register the Plan.

(11) General Conditions 24.4, 24.5 and 24.6 are deleted.

29 Works Affecting Natural Surface Level of the Land

(1) In this Special Condition 29:

(i) **Plan of Surface Level Works** means any engineering plans for the Plan provided by the Seller and any further plans given by the Seller to the Buyer in relation to the Relevant Provision from time to time, all of which form part of the Disclosure Material.

(ii) **Relevant Provision** means section 9AB of the *Sale of Land Act* 1962 (Vic).

(2) The information required to be provided to the Buyer by the Relevant Provision and known to the Seller, is shown on the Plan of Surface Level Works. The Plan of Surface Level Works is expressly provided for the purpose of complying with the Relevant Provision.

(3) The Seller makes no representation that:

(i) the Property is either filled or not filled (except as intended in accordance with the Plan of Surface Level Works) in whole or in part and the Buyer should make its own enquiries with respect to the Property; and

(ii) any other works shown on the Plan of Surface Level Works will be constructed as shown.

(4) The Seller reserves the right to alter any works shown on the Plan of Surface Level Works which the Seller considers is desirable or which is required to satisfy the requirements of an Authority. The Buyer may not make any Buyer Claim for any matter concerning the Plan of Surface Level Works or under the Relevant Provision.

(5) The Buyer acknowledges and agrees that the Seller does not make any representation as to:

(i) the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Seller at any time); or

(ii) the physical and/or geotechnical characteristics of the Property,

and the Buyer must rely on its own enquires and investigations in respect of such fill classification.

30 Seller's Undertaking

(1) For the purposes of this Special Condition 30, **Accepted on Maintenance** means Council has accepted the works bonded by the Seller.

(2) The Buyer acknowledges that works relating to the construction of the Property may not be complete at Settlement and have been bonded so as to enable the early approval of the Plan by Council. The Buyer agrees not to require the Council (or any private certifier) to give the Buyer a development permit for building work in respect of the Property until the works are completed and Council has Accepted on Maintenance the works relating to the Property.

(3) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this Special Condition 30.

31 Seller as Trustee

(1) The Seller enters into this contract solely in its capacity as trustee of the Hobbs Road Wyndham Trust ABN 47 262 319 891 (**Trust**) and in no other capacity.

(2) A liability arising under or in connection with this Contract can be enforced against the Seller only to the extent to which it can be satisfied out of the property of the Trust out of which the Seller is actually indemnified for the liability.

(3) The limitation of the Seller's liability contained in this Special Condition 31 applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Seller in connection with this Contract.

(4) The Buyer may not sue the Seller in any capacity other than as trustee of the Trust, including seeking the appointment to the Seller of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.

(5) The provisions of this Special Condition 31 will not apply to any liability or obligation of the Seller to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Seller's own fraud, gross negligence or breach of trust or breach of duty.

32 Exclusion from Promotions

(1) For the purposes of this Special Condition 32, **Promotional Offer** means any package, voucher or other offer made available to buyers who proceed with a purchase of a property within the Development.

(2) The Buyer acknowledges and agrees that at no time was a Promotional Offer made available to the Buyer as a result of the Buyer's purchase or acquisition of the Property or entry into this Contract.

(3) The Buyer acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Buyer is not entitled to claim or redeem any Promotional Offer.

33 Restrictive Covenant - No Childcare Centre Use

(1) The Buyer covenants and agrees with the Seller that:

(i) the Restrictive Covenant will be registered in a memorandum of common provisions (**MCP**) before the Settlement Date; and

(ii) the dealing number of the MCP will be recorded in the transfer of land to the Buyer.

(2) The Buyer acknowledges and agrees that:

(i) the Seller (acting reasonably) may amend the form of the Restrictive Covenant; and

(ii) the Restrictive Covenant shall apply and bind the Buyer, its successors, assigns and transferees with effect from the Settlement Date.

(3) The Seller will not be liable to the Buyer in respect of any failure by the Seller to enforce any covenant in respect of any lot in the Development.

(4) The Buyer agrees to promptly execute all documents and do all things the Seller from time to time reasonably requires of it to assist the Seller with some or all of the Seller's rights and obligations contained in this special condition 33.

34 Bushfire Prone Area

(1) The Seller discloses that the Land has been designated by the Victorian Department of Transport, Planning and Local Infrastructure as being within a bushfire prone area.

(2) The Buyer must carry out a bushfire attach level (**BAL**) rating assessment, prior to undertaking any works, including but not limited to construction and renovation works, on the Land, to determine the type of construction required for any building to be erected on the Land and the Buyer should allow for additional building costs.

(3) Without limiting any other condition in this contract, the Buyer acknowledges and agrees that:

(i) the Buyer may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;

(ii) the Buyer must comply with any Additional Restrictions in regards to the BAL standard of the design and construction of the House.

(4) The Buyer will not make any Buyer Claim due to any matter referred to in this Special Condition 34.

35 Electronic Conveyancing

(1) In this Special Condition:

(a) **E-Conveyancing Variations** means variations effected to the General Conditions to allow for an Electronic Settlement to occur;

(b) **Election Date** means the date (if any), prior to settlement, on which the Seller elects to effect an Electronic Settlement;

(c) **Electronic Settlement** means settlement of a conveyancing transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;

(d) **ECNL** means the Electronic Conveyancing National Law Victoria;

(e) **ELNO** means Electronic Lodgement Network Operator within the meaning of the ECNL;

(f) **Settlement Parties** means the Seller, Buyer, their respective financiers (if any) and any other parties that are required to be a party to the ELN to effect settlement.

(2) If, prior to settlement, the Seller elects to effect an Electronic Settlement the Buyer agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:

(i) subject to Special Condition 35(3), making any necessary variations to this Contract to effect an Electronic Settlement;

(ii) signing all necessary documents and compelling the Settlement Parties to do so;

(iii) reimbursing the Seller at settlement any fee charged by the ELNO to effect an Electronic Settlement; and

(iv) complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties to do so.

(3) If an Election Date occurs the Seller and Buyer agree that the variations required to this Contract as contemplated by Special Condition 35(2)(i) will be:

(i) the E-Conveyancing Variations in their proposed form as at the Election Date; and

(ii) any further variations required by the Seller (acting reasonably) to effect an Electronic Settlement.

36 GST Withholding

(a) If the Seller gives the Buyer a GST Withholding Notice specifying that the Buyer is required to make a payment on account of GST to the Commissioner, then the Buyer must pay the GST Withholding Amount from the balance of the price payable to the Seller on Settlement in accordance with this Special Condition.

(b) The Seller must give the GST Withholding Notice to the Buyer at least 12 business days before Settlement.

(c) If special condition **36(a)** applies then at least 10 business days before Settlement the Buyer must provide to the Seller:

(i) evidence of having lodged a Buyer Withholding Notification Form with the Commissioner; and

(ii) the Buyer's payment reference number and lodgement reference number.

(d) Subject to special condition **36(e**), the GST Withholding Amount must be paid by bank cheque as follows:

(i) the Buyer must at Settlement, give the Seller a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;

(ii) the bank cheque given to the Seller by the Buyer pursuant to special condition **36(d)(i)** must not be post-dated, stale or dishonoured on presentation; and

(iii) the Seller undertakes to give the bank cheque to the Commissioner, together with the reference details provided by the Buyer under special condition **36(c)**.

(e) Special condition **36(d)** does not apply where Settlement occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.

(f) If payment of the GST Withholding Amount does not occur in accordance with either of special conditions **36(d) or 36(e)** then the Seller may delay Settlement until the next business day after the day on which:

(i) payment of the GST Withholding Amount has occurred; or

(ii) the Seller receives the entire purchase price.

(g) The Buyer must lodge the Buyer Settlement Date Confirmation Form with the Commissioner on or before the Settlement date and provide evidence of having lodged the form to the Seller at Settlement.

(h) If the Buyer cannot provide evidence to the Seller at Settlement of having lodged the Buyer Settlement Date Confirmation Form, then in addition to any damages under special condition **36(i),** the Buyer must give to the Seller at Settlement a written declaration that:

(i) confirms that the details provided under special condition **36 (c**) are true and correct; and

(ii) authorises the Seller and the Seller's solicitor to complete and lodge, on behalf of the Buyer, the Buyer Settlement Date Confirmation Form.

(i) The Buyer indemnifies the Seller, against all loss that may be incurred by the Seller arising from or in connection with a breach by the Buyer of this **Special Condition 36**.

(j) In this **Special Condition 36,** terms have the following meaning:

Commissioner means the Commissioner of Taxation.

TA Act means the *Taxation Administration Act 1953* (Cth).

GST Withholding Amount means the amount that the Buyer is required to withhold on account of GST from the price and pay to the Commissioner as notified by the Seller in the GST Withholding Notice.

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

Buyer Settlement Date Confirmation Form means the form that the Buyer must lodge with the Commissioner to confirm Settlement has occurred having previously lodged the Buyer Withholding Notification Form.

Buyer Withholding Notification Form means the notification that the Buyer is required to make in the approved form under section 16-150(2) of Schedule 1 to the TA Act.

37 Community Infrastructure Levy

(a) For the purposes of this special condition 37, **Community Infrastructure Levy** means the levy imposed by a relevant Authority in respect of the building works constructed or to be constructed on the Land.

(b) The Buyer acknowledges and agrees that:

(i) the Community Infrastructure Levy is payable in respect of any building works to be constructed on the Land;

(ii) the Seller is required to pay the Community Infrastructure Levy in respect of the Land to the relevant Authority prior to the Settlement Date; and

(iii) the sum of the Community Infrastructure Levy will be adjusted in the Seller's favour at settlement.

(c) The Buyer must not make any requisitions or objection or make a Buyer Claim in relation to any matter referred to in this special condition 37.

38 Electronic Exchange

(1) This special condition applies if this Contract was "electronically exchanged".

(2) The Seller and Buyer acknowledge and agree that this Contract has been entered into using electronic means.

(3) The Buyer acknowledges and agrees that it received and reviewed an entire copy of the vendor's statement (duly signed by the Seller in accordance with the Sale of Land Act 1962) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.

(4) The parties acknowledge and agree that the execution of this Contract has been effected as follows:

(i) first, the Buyer has signed the vendor's statement and then this Contract by way of an electronic signature;

(ii) second, the Seller has signed this Contract by way of an electronic signature; and

(iii) lastly, the Contract is exchanged by email or other electronic means and a copy of the Contract (as electronically signed by the Seller and Buyer) has been provided to the parties along with notification of the day of sale.

(5) If, at any time, as a result of this Contract being entered into using electronic means either:

(i) the Contract or any of its terms and conditions are invalid or unenforceable or the Buyer is not bound by them; or

(ii) the Seller reasonably believes it will be unable to obtain finance for the Development;

1.1.1 the Buyer must do all things necessary to execute two printed copies of the Contract and vendor's statement (in the same form and with the same day of sale as this Contract) and provide them to the Seller's solicitors.

(6) If the Buyer fails to comply with special condition 38(5), the Buyer appoints the Seller's solicitors as its attorney to execute two printed copies of the Contract on the Buyer's behalf.

(7) The Buyer must not make any requisitions or objection or make a Buyer Claim in relation to any matter referred to in this special condition 38.

39 Introduction Fee

(a) The Buyer acknowledges and agrees that the Seller may:

(i) enter into service or referral agreements or arrangements with third parties (including without limitation with any building practitioners) that relate to the Property; and/or

(ii) pay a fee or incentive to, or receive a fee or incentive from, third parties (including building practitioners), under any such service or referral agreements or any other arrangements.

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this special condition 39.

Maddocks

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

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Vendor's Statement

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

Land **Stage 10, Savana, 50 Hobbs Road, Wyndham Vale**

Vendor's Name	Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Hobbs Road Wyndham Trust ABN 47 262 319 891	
Vendor's Signature	…… As attorney for Avid Property Group Nominees Pty Ltd under power of attorney dated 17/08/2016 …… As attorney for Avid Property Group Nominees Pty Ltd under power of attorney dated 17/08/2016	Date: Date:

I confirm I have read the full vendors statement attached	print name of person signing	signature	date

Interstate offices
Canberra Sydney

Affiliated offices around the world through the Advoc network - www.advoc.com

1. Financial matters

1.1 Outgoings

Details concerning any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of them:

Are contained in the attached certificates.

Amounts for which the purchaser may become liable in consequence of the sale are as follows:

1.1.1 The Purchaser's proportion of outgoings at settlement and land tax will be calculated from the day of sale in accordance with the proportion that the area of the lot bears to the total area shown of all lots on the Plan in respect of which the outgoings are assessed.

1.1.2 Upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property.

1.1.3 In accordance with the Contract and the requirements of Section 173 Agreement AL114846N, the purchaser is liable for the payment of the community infrastructure levy;

1.1.4 The total amount of rates, taxes, charges and land tax or other similar outgoings do not exceed approximately **$2,500.00** plus GST per annum.

1.2 Charge

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation: Nil

2. Insurance details

2.1 Owner - Building

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies: Not Applicable

3. Land use

3.1 Easements, covenants or other similar restrictions

Details of any registered or unregistered easement, covenant or other similar restriction affecting the land, are as follows:

3.1.1 set out in the attached copies of title documents;

3.1.2 the sewer shown on the attached copy City West Water information statement;

3.1.3 the requirements of any planning permit affecting the property, including Planning Permit WYP9847/17 ;

3.1.4 the Design Guidelines;

3.1.5 Small Lot Housing Code;

3.1.6 the Memorandum of Common Provisions (draft);

3.1.7 the requirements of Agreements registered as AL114846N, AQ257914E and AQ257915C pursuant to Section 173 of the *Planning and Environment Act* 1987 (Vic) and any other agreement pursuant to that section that the Vendor may be required to enter into under the conditions of any planning permit affecting the property;

3.1.8 the restrictions created by PS809300E; and

3.1.9 the Restrictive Covenant, which is detailed in the Contract and is to be incorporated into the transfer of land, being the Memorandum of Common Provisions AA3663.

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

3.2 Designated bushfire-prone area

As per the attached report, the land is in a designated bushfire-prone area.

3.3 Planning

Details of any planning instruments affecting the land, are as follows:

Contained in the attached certificate.

4. Notices

4.1 Notice, order, declaration, report or recommendation

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

Are contained in the attached certificates and/or statements and:

4.1.1 GAIC Notice No. AH336996N pursuant to Section 201UB of the *Planning and Environment Act* 1987.

The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

4.2 Livestock disease or agricultural chemicals

Particulars of any notices, property, managements plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes: None to the vendor's knowledge.

4.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows: None to the vendor's knowledge.

5. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) - No such approvals have been granted.

6. Growth Areas Infrastructure Contribution

The Property is subject to the GAIC regime, but any liability to pay GAIC will be discharged before settlement under the Contract of Sale.

6.1 GAIC recording

Attached is a GAIC certificate relating to the parent certificate of title volume 12152 folio 609 in respect of which there is a GAIC recording (within the meaning of Part 9B of the *Planning & Environment Act 1987*).

7. Non connected services

The following services are not connected to the land:

- electricity supply;
- gas supply;
- water supply;
- sewerage;
- telephone services.

The Purchaser is responsible for arranging the connection of any services that are not connected and any fees charged for those connections.

8. Evidence of title

Attached are copies of the following:

8.1 Register Search Statement for certificate of title volume 12152 folio 609;

8.2 Registered Plan of Subdivision No. PS809299K;

8.3 GAIC Notice No. AH336996N pursuant to Section 201UB of the *Planning and Environment Act* 1987;

8.4 Agreement No. AL114846N, pursuant to Section 173 of the *Planning and Environment Act* 1987;

8.5 Agreement No. AQ257914E, pursuant to Section 173 of the *Planning and Environment Act* 1987; and

8.6 Agreement No. AQ257915C, pursuant to Section 173 of the *Planning and Environment Act* 1987.

9. Subdivision

9.1 Unregistered subdivision

Attached is a copy of proposed plan of subdivision no. PS809300E (Stage 10 - Version 5), which has not yet been certified.

9.2 Further subdivision

9.2.1 Plans of the future stages of the Development are not yet available.

10. Attachments

1. Plan Of Subdivision PS809300E (Stage 10 - Version 5)
2. Certificate of Title Volume 12152 folio 609
3. Registered Plan of Subdivision No. PS809299K
4. GAIC Notice No. AH336996N pursuant to Section 201UB of the Planning and Environment Act 1987;
5. Agreement No. AL114846N, pursuant to Section 173 of the Planning and Environment Act 1987;
6. Agreement No. AQ257914E, pursuant to Section 173 of the Planning and Environment Act 1987; and
7. Agreement No. AQ257915C, pursuant to Section 173 of the Planning and Environment Act 1987
8. Planning Certificate
9. Planning Property and Bushfire Prone Areas Report
10. Land Information Certificate
11. Building Information Certificate Regulations 51 (1) and 51(2)
12. Growth Areas Infrastructure Contributions Certificate
13. Land Tax Certificate
14. Water Information Certificate
15. EPA Register Extract
16. VicRoads Certificate
17. Victoria Heritage Certificate
18. National Trust Certificate
19. Aboriginal Heritage Certificate
20. Fill Plan
21. Small Lot Code Plan

22. Memorandum of Common Provisions (Draft)
23. Memorandum of Common Provisions AA3663
24. Planning Permit WYP9847/17
25. Design Guidelines

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **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.

Consumer Affairs Victoria

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

PLAN OF SUBDIVISION

EDITION 1

PS809300E

LOCATION OF LAND

PARISH: WERRIBEE

TOWNSHIP: .....

SECTION: 9

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) and B (Part)

TITLE REFERENCE: Vol. 12152 Fol. 609

LAST PLAN REFERENCE: Lot Q on PS809299K

POSTAL ADDRESS: (at time of subdivision) 50 Hobbs Road WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: (of approx centre of land in plan) E: 290 580 N: 5806 580 ZONE: 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	Wyndham City Council
Reserve No. 1	Powercor Australia Ltd

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

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

This survey has been connected to Werribee PM 7 and Werribee PM 439
In Proclaimed Survey Area No. (Not Applicable)

SAVANA ESTATE - Release No. 10
Area of Release: 2.326ha
No. of Lots: 47 Lots and Balance Lot T

NOTATIONS

Lots 1001 - 1047 (both inclusive) may be affected by one or more restrictions.
Refer to Creation of Restrictions A, B, C & D on Sheets 5 & 6 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the sewerage easement marked E-4 on PS809299K in so far as where it lies within new roads R1 on this plan, upon registration of this plan.

GROUNDS FOR REMOVAL:
By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988.

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0316-0728-50 D001 Rev11 BY TRACT DATED 16 / 08 / 2019 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	PS803044D	Wyndham City Council
E-2	Sewerage	See Diag.	This Plan	City West Water Corporation
E-3	Drainage	See Diag.	PS803044D	Wyndham City Council
	Sewerage		PS809299K	City West Water Corporation
E-4	Drainage	See Diag.	This Plan	Wyndham City Council
	Sewerage			City West Water Corporation
E-5	Drainage	See Diag.	This Plan	Wyndham City Council

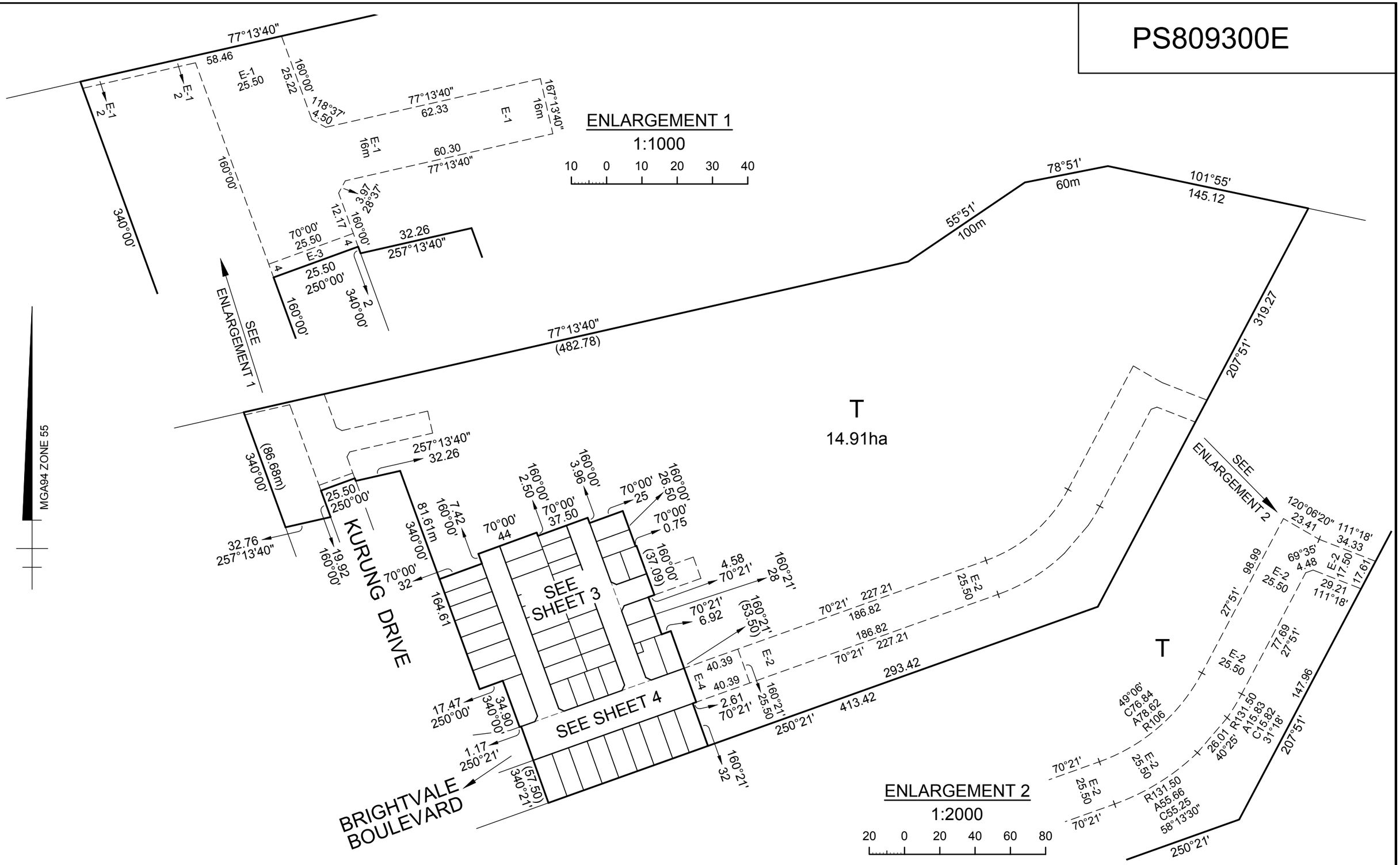
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SURVEYORS FILE REF: Ref. 02188-S10 Ver. 5

ORIGINAL SHEET SIZE: A3

Licensed Surveyor:
RAYMOND LI / Version No 5

PS809300E



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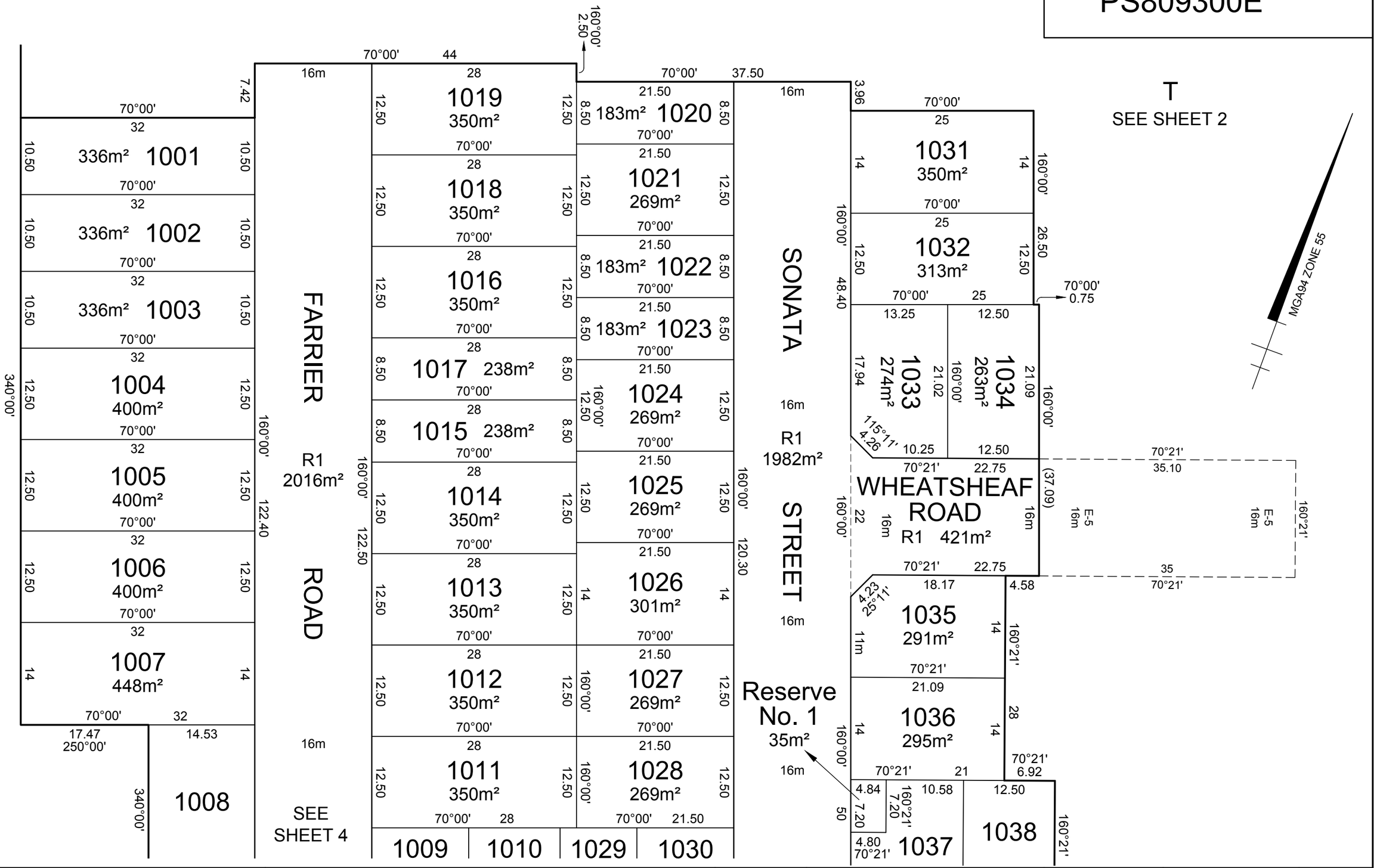
SCALE		ORIGINAL SHEET		
1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 2

Licensed Surveyor:

RAYMOND LI / Version No 5

PS809300E



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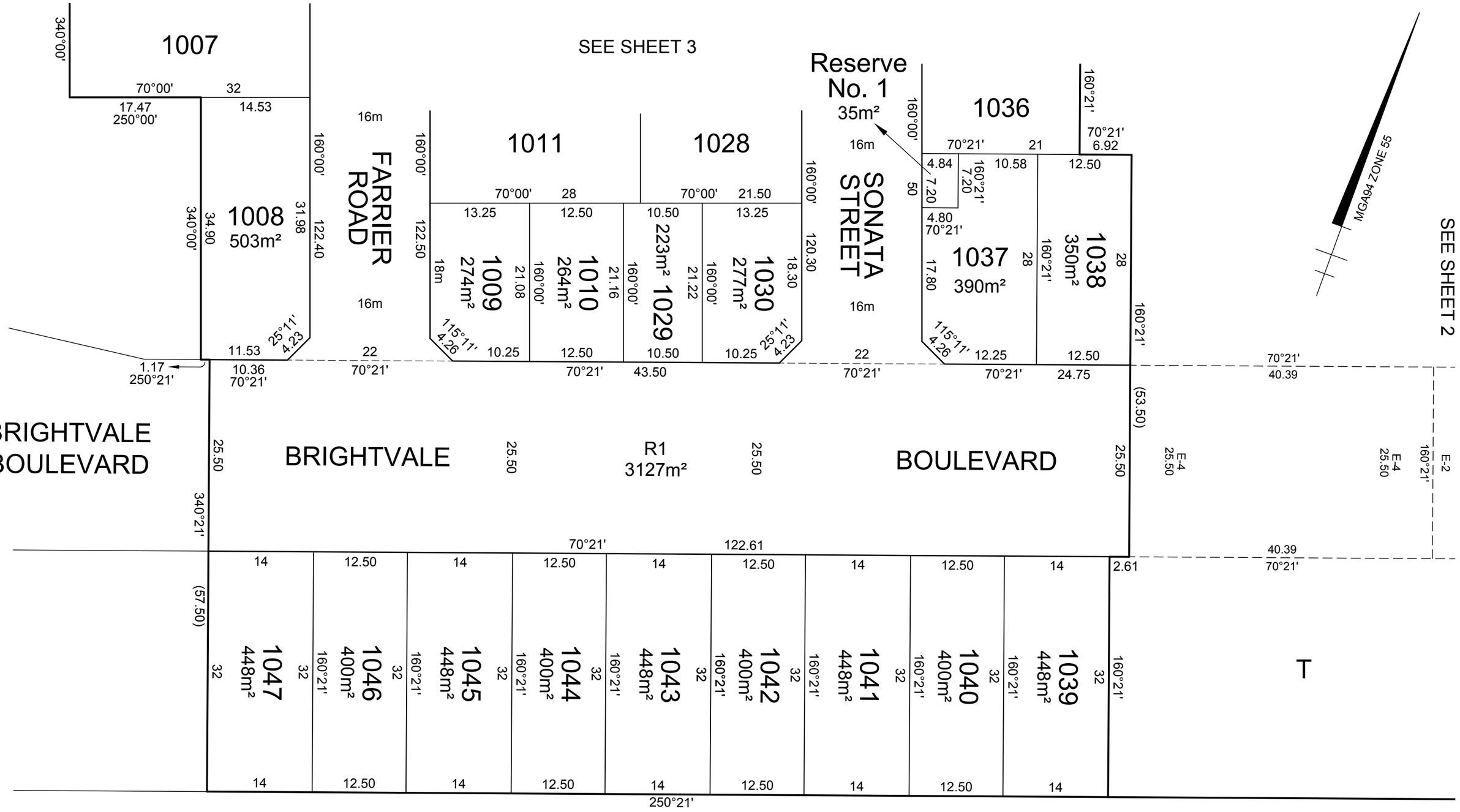
SCALE		ORIGINAL SHEET		
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 3

Licensed Surveyor:

RAYMOND LI / Version No 5

PS809300E



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SCALE		ORIGINAL SHEET	Ref. 02188-S10	SHEET 4
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 5	

Licensed Surveyor:

RAYMOND LI / Version No 5

PS809300E

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

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

RESTRICTION
The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) Registered in Dealing No. ..... without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;

2. Must not make an application to amend a building envelope unless such an amendment and any criteria or matters which must be considered by the Responsible Authority in deciding on such an amendment are to the satisfaction of the Responsible Authority; and

3. Must not erect any building on a lot unless the plans for such a building are endorsed by the Savana Building and Design Approval Committee (SBDAC) prior to the issue of a building permit.

Expiry date: 31/12/2029

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1001	1002
1002	1001, 1003
1003	1002, 1004
1004	1003, 1005
1005	1004, 1006
1006	1005, 1007
1007	1006, 1008
1008	1007
1009	1010, 1011
1010	1009, 1011, 1029
1011	1009, 1010, 1012, 1028, 1029
1012	1011, 1013, 1027
1013	1012, 1014, 1026
1014	1013, 1015, 1025, 1026
1015	1014, 1017, 1024, 1025
1016	1017, 1018, 1022, 1023
1017	1015, 1016, 1023, 1024
1018	1016, 1019, 1021, 1022
1019	1018, 1020, 1021
1020	1019, 1021
1021	1018, 1019, 1020, 1022
1022	1016, 1018, 1021, 1023
1023	1016, 1017, 1022, 1024
1024	1015, 1017, 1023, 1025

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1025	1014, 1015, 1024, 1026
1026	1013, 1014, 1025, 1027
1027	1012, 1026, 1028
1028	1011, 1027, 1029, 1030
1029	1010, 1011, 1028, 1030
1030	1028, 1029
1031	1032
1032	1031, 1033, 1034
1033	1032, 1034
1034	1032, 1033
1035	1036
1036	1035, 1037, 1038
1037	1036, 1038
1038	1036, 1037
1039	1040
1040	1039, 1041
1041	1040, 1042
1042	1041, 1043
1043	1042, 1044
1044	1043, 1045
1045	1044, 1046
1046	1045, 1047
1047	1046

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SCALE	0 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 5
Licensed Surveyor: RAYMOND LI / Version No 5				

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: See Table 2
LAND TO BENEFIT: See Table 2

PRELIMINARY
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RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme unless a Planning Permit is granted by the Responsible Authority for a building that does not conform with the Small Lot Housing Code.

Expiry date: 31/12/2029

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1009	1010, 1011
1010	1009, 1011, 1029
1015	1014, 1017, 1024, 1025
1017	1015, 1016, 1023, 1024
1020	1019, 1021
1021	1018, 1019, 1020, 1022
1022	1016, 1018, 1021, 1023
1023	1016, 1017, 1022, 1024
1024	1015, 1017, 1023, 1025

TABLE 2 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1025	1014, 1015, 1024, 1026
1027	1012, 1026, 1028
1028	1011, 1027, 1029, 1030
1029	1010, 1011, 1028, 1030
1030	1028, 1029
1033	1032, 1034
1034	1032, 1033
1035	1036
1036	1035, 1037, 1038

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots 1009, 1010, 1015, 1017, 1020 to 1025, 1027 to 1030, and 1033 to 1036.
LAND TO BENEFIT: The relevant abutting lots.

RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 31/12/2029

CREATION OF RESTRICTION D

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots 1001 to 1047 on this plan.
LAND TO BENEFIT: Lots 1001 to 1047 on this plan.

RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built a dwelling or commercial building unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it becomes available.

Expiry date: 31/12/2029

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

VOLUME 12152 FOLIO 609 Security no : 124080320705P
Produced 19/11/2019 07:02 PM

LAND DESCRIPTION

Lot Q on Plan of Subdivision 809299K.
PARENT TITLE Volume 12099 Folio 947
Created by instrument PS809299K 24/09/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 6 LEVEL 2 2 QUEEN STREET MELBOURNE VIC 3000
PS809299K 24/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS287790J 24/06/2019
ANZ FIDUCIARY SERVICES PTY 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
AH336996N 01/07/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AL114846N 28/05/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AQ257914E 18/09/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ257915C 18/09/2017

DIAGRAM LOCATION

SEE PS809299K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS809299K (B)	PLAN OF SUBDIVISION	Registered	24/09/2019

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19085G ASHURST AUSTRALIA
Effective from 24/09/2019

DOCUMENT END

PLAN OF SUBDIVISION

EDITION 1

PS809299K

LOCATION OF LAND

PARISH: WERRIBEE
TOWNSHIP: .....
SECTION: 9
CROWN ALLOTMENT: .....
CROWN PORTION: A (Part) and B (Part)
TITLE REFERENCE: Vol.12099 Fol. 947

LAST PLAN REFERENCE: Lot P on PS809298M

POSTAL ADDRESS: 50 Hobbs Road
(at time of subdivision) WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: E: 290 450 ZONE: 55
(of approx centre of land in plan) N: 5806 590

Council Name: Wyndham City Council

Council Reference Number: WYS4821/18
Planning Permit Reference: WYP7871/14
SPEAR Reference Number: S126192H

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 15/01/2019

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

Digitally signed by: Maureen Tesoro for Wyndham City Council on 13/09/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	Wyndham City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.

This survey has been connected to Werribee PM 7 and Werribee PM 439
In Proclaimed Survey Area No. (Not Applicable)

SAVANA ESTATE - Release No. 9B
Area of Release: 2.440ha
No. of Lots: 37 Lots and Balance Lot Q

NOTATIONS

Lots 901 to 920 (both inclusive) have been omitted from this plan.

Lots 921 - 957 (both inclusive) may be affected by one or more restrictions.
Refer to Creation of Restrictions A, B, C & D on Sheets 6 & 7 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the Drainage & Sewerage easement marked E-2 on PS809298M, upon registration of this plan.

Removal of the Drainage easement E-3 on PS809298M in so far as where it lies within new roads R1 on this plan, upon registration of this plan.

GROUNDS FOR REMOVAL:
By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988

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	2.50m	PS803043F	City West Water Corporation
E-2	Drainage	See Diag.	PS803044D	Wyndham City Council
E-3	Sewerage	See Diag.	This Plan	City West Water Corporation
	Drainage		PS803044D	Wyndham City Council
E-4	Sewerage	See Diag.	This Plan	City West Water Corporation

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

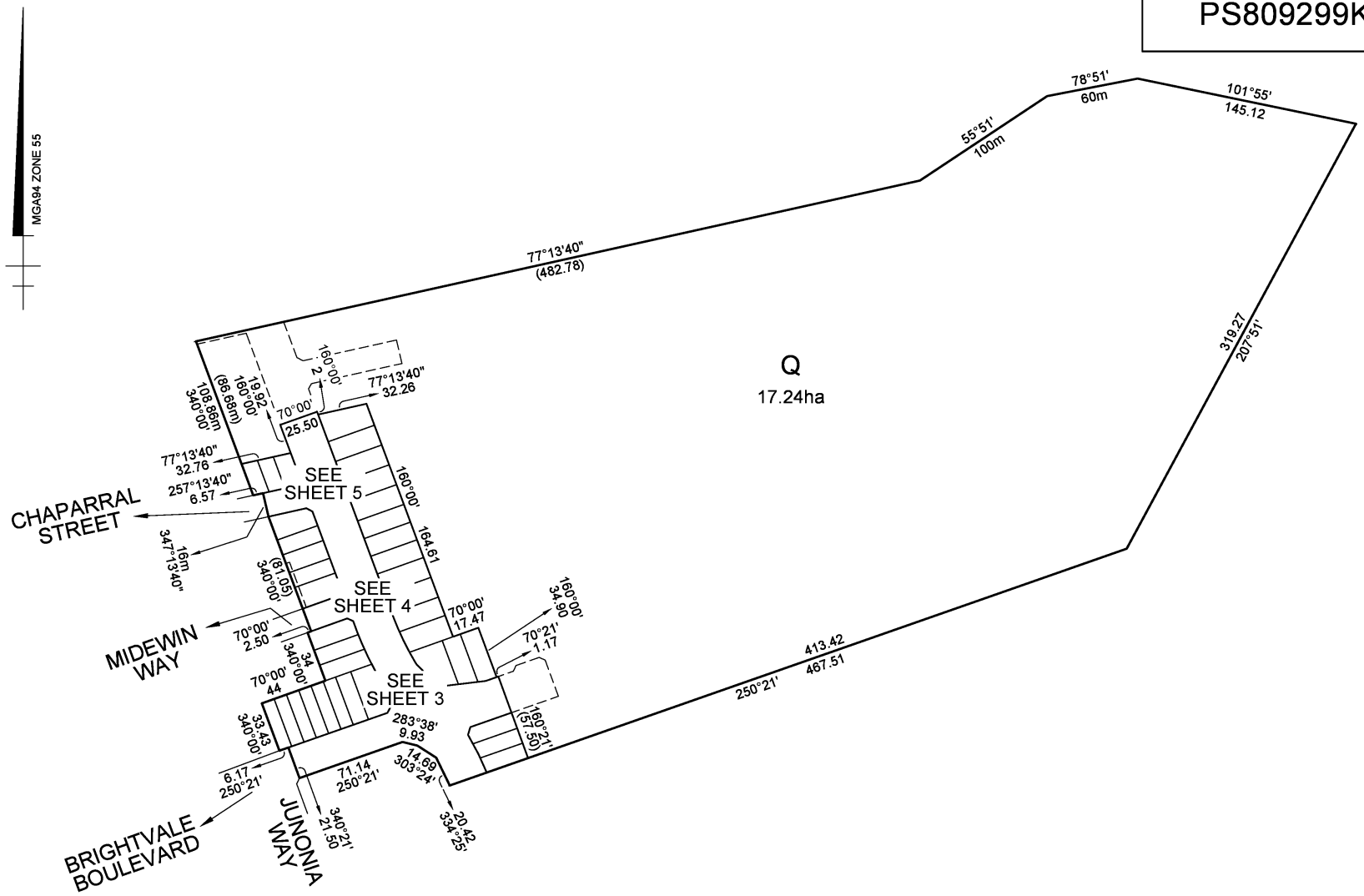
SURVEYORS FILE REF: Ref. 02188-S9B Ver. 4

Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2019, SPEAR Ref: S126192H

ORIGINAL SHEET SIZE: A3

PLAN REGISTERED
TIME: 2:56 pm DATE: 24 / 09 / 2019
IT
Assistant Registrar of Titles

PS809299K



TAYLORS

Urban Development | Built Environments | Infrastructure

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

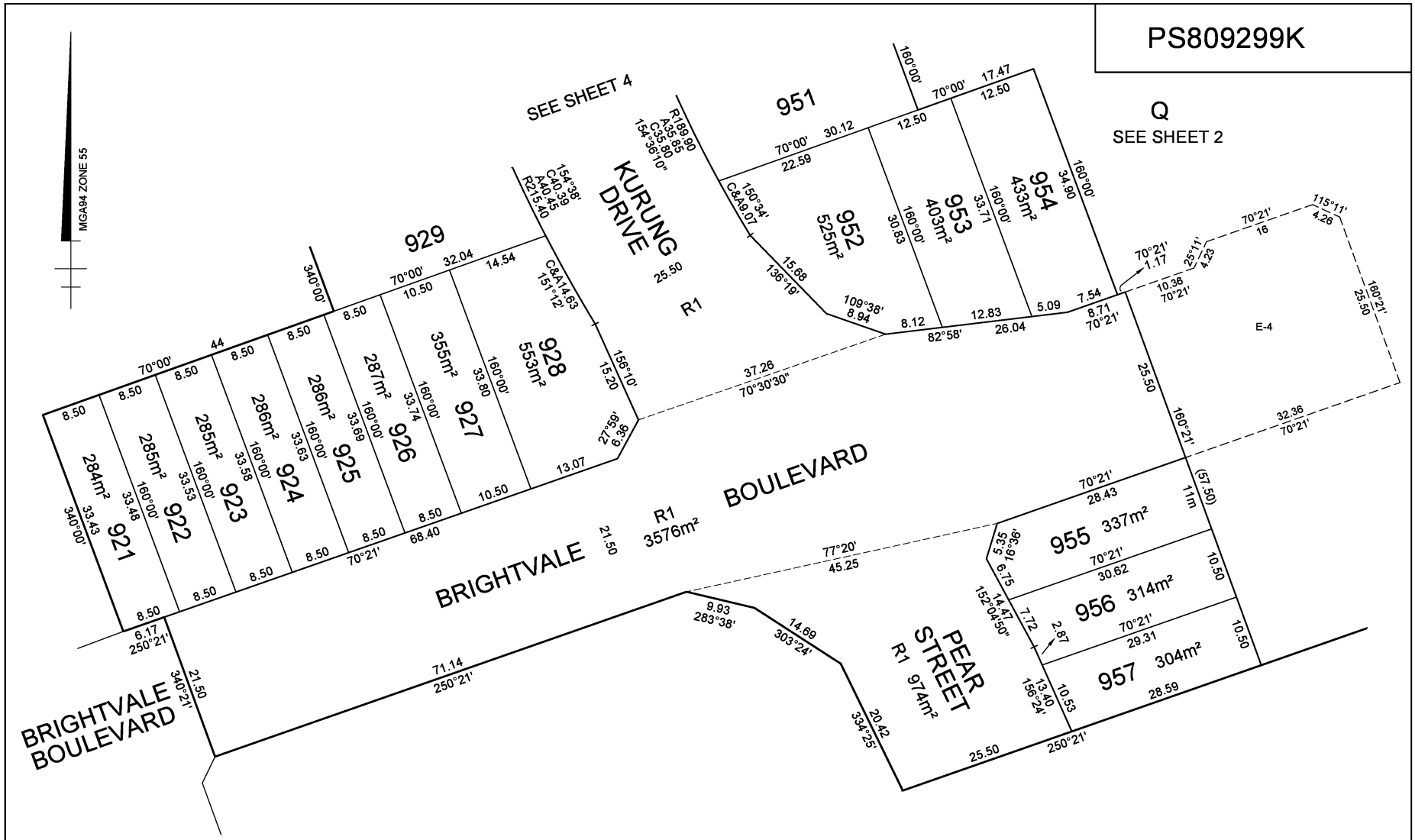
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SCALE		ORIGINAL SHEET	Ref. 02188-S9B	SHEET 2
1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES	SIZE: A3	Ver. 4	

Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2019, SPEAR Ref: S126192H

Digitally signed by: Wyndham City Council, 13/09/2019, SPEAR Ref: S126192H

PS809299K



TAYLORS

Urban Development | Built Environments | Infrastructure

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

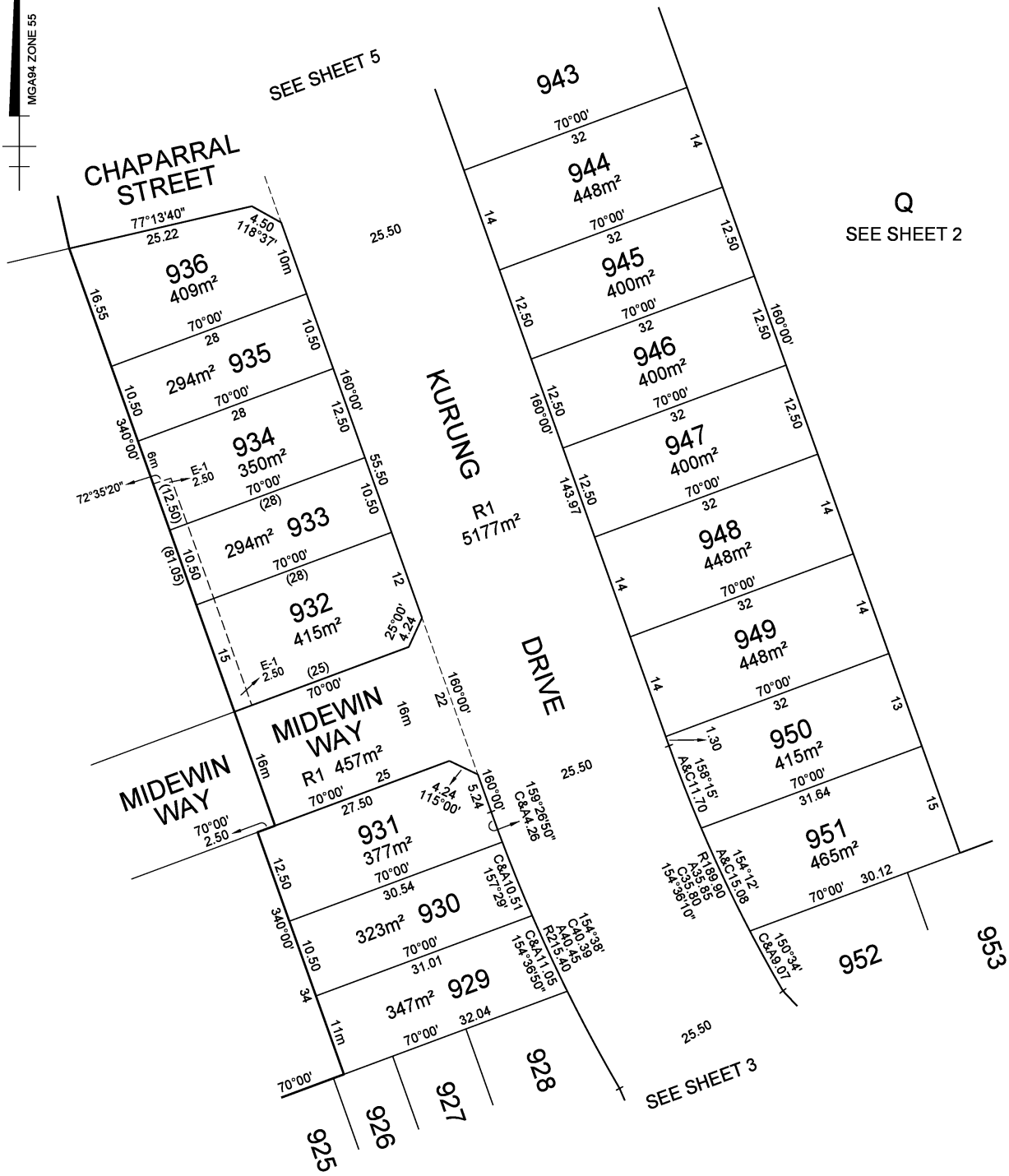
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SCALE		ORIGINAL SHEET	Ref. 02188-S9B	SHEET 3
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 4	

Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2019, SPEAR Ref: S126192H

Digitally signed by: Wyndham City Council, 13/09/2019, SPEAR Ref: S126192H

PS809299K



TAYLORS

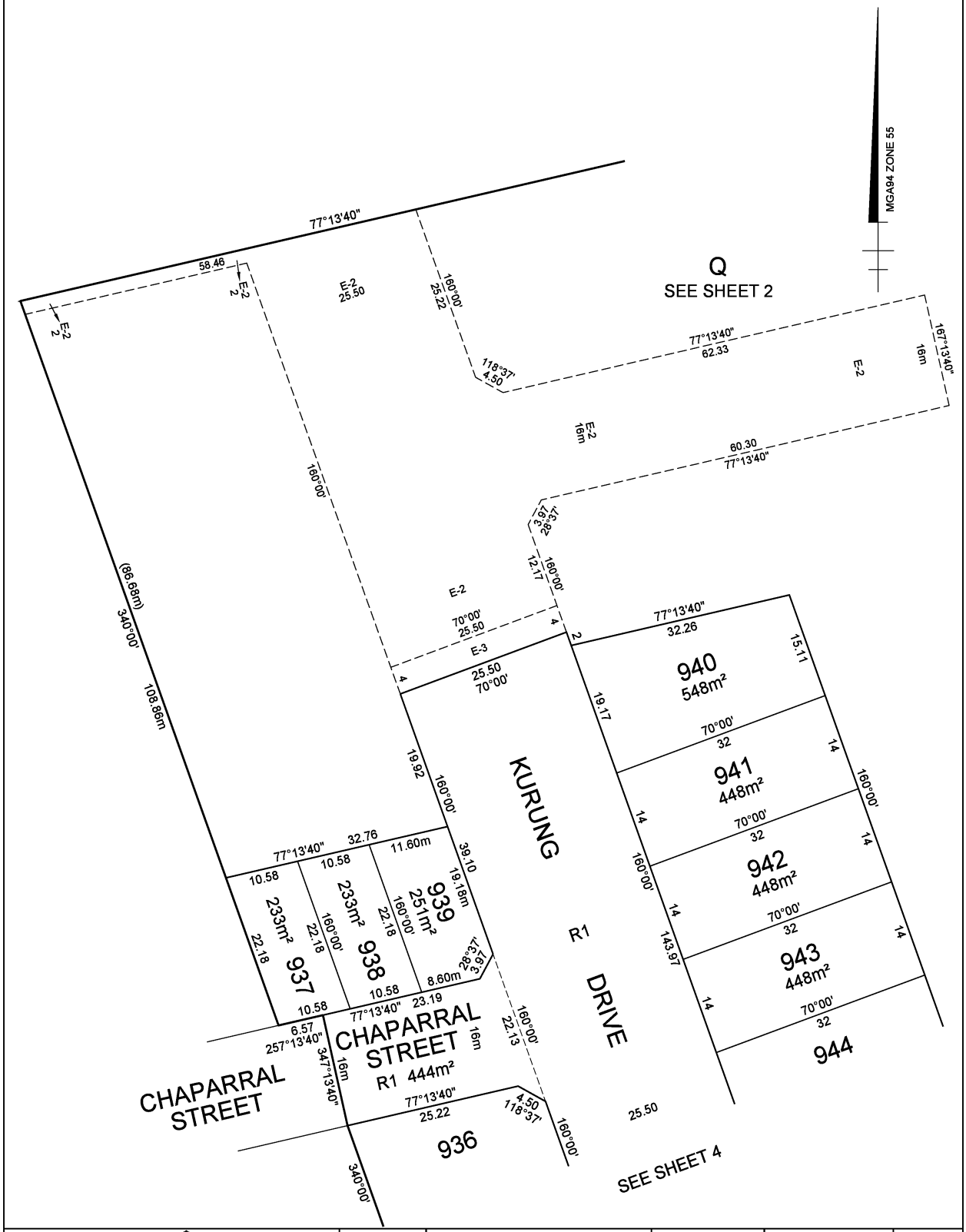
Urban Development | Built Environments | Infrastructure

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

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

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S9B Ver. 4	SHEET 4
	Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2019, SPEAR Ref: S126192H	Digitally signed by: Wyndham City Council, 13/09/2019, SPEAR Ref: S126192H		

PS809299K



TAYLORS Urban Development | Built Environments | Infrastructure *8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168* *Tel: 61 3 9501 2800 | Web: taylorsds.com.au*	SCALE 1:500 5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 Ref. 02188-S9B Ver. 4	SHEET 5
	Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2019, SPEAR Ref: S126192H	Digitally signed by: Wyndham City Council, 13/09/2019, SPEAR Ref: S126192H	

PS809299K

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

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

RESTRICTION
The registered proprietor or proprietors for the time being of any burdened lot on this plan:

1. must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) registered in dealing no AA5446 without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;

2. must not make an application to amend a building envelope unless such an amendment and any criteria or matters which must be considered by the Responsible Authority in deciding on such an amendment are to the satisfaction of the Responsible Authority; and

3. must not erect any building on a lot unless the plans for such a building are endorsed by the Savana Building and Design Approval Committee (SBDAC) prior to the issue of a building permit.

EXPIRY DATE: 31/12/2029

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
921	922
922	921, 923
923	922, 924
924	923, 925
925	924, 926
926	925, 927, 929
927	926, 928, 929
928	927, 929
929	926, 927, 928, 930
930	929, 931
931	930
932	933
933	932, 934
934	933, 935
935	934, 936
936	935
937	938
938	937, 939
939	938

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
940	941
941	940, 942
942	941, 943
943	942, 944
944	943, 945
945	944, 946
946	945, 947
947	946, 948
948	947, 949
949	948, 950
950	949, 951
951	950, 952, 953
952	951, 953
953	951, 952, 954
954	953
955	956
956	955, 957
957	956

PS809299K

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots in Table 2
LAND TO BENEFIT: Lots in Table 2

RESTRICTION
The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the Small Lot Housing Code.

EXPIRY DATE: 31/12/2029

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
921	922
922	921, 923
923	922, 924
924	923, 925
925	924, 926
926	925, 927, 929
933	932, 934
935	934, 936
937	938
938	937, 939
939	938

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lot 921 to 926 (both inclusive), 933, 935 and 937 to 939 (both inclusive).
LAND TO BENEFIT: The relevant abutting lots.

RESTRICTION
The registered proprietor or proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

EXPIRY DATE: 31/12/2029

CREATION OF RESTRICTION D

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots 921 to 957 (both inclusive) on this plan.
LAND TO BENEFIT: Lots 921 to 957 (both inclusive) on this plan.

RESTRICTION
The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built a dwelling or commercial building unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it becomes available.

EXPIRY DATE: 31/12/2029

G1 Application to Record Notification

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

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

AH336996N
01/07/2010 $0 201UB

Read this before you start

❶ Fill page 1 online ❷ Print form single sided ❸ Sign with a blue or black pen

Purpose

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

1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

see attached listing

2. Signature/s

Growth Areas Authority

Signature

PETER SEAMER

Name of Signatory

3. Date (dd/mm/yyyy)

28/06/2010

4. Does the lodging party have a customer code?

No *Go to question 5*

Yes What is the customer code? 14273H Reference 0/10/5935

5. Lodging party details

Lodging party

Given Name(s)

Family Name/ Company Name GAA

Phone 03 9651 9600

Address

No. Level 29 Street 35 Collins St

Suburb Melbourne Postcode 3000

You may lodge this form in two ways:

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

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

AH336996N

01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
2653/464	8460/840	8926/757	9400/606	9573/296	9768/698	10287/865
2739/613	8499/602	8958/110	9400/607	9573/297	9769/001	10310/687
3351/178	8499/603	9019/664	9400/608	9573/298	9769/550	10335/090
3431/066	8499/604	9041/695	9400/609	9573/299	9769/551	10346/417
3451/097	8499/605	9041/696	9409/902	9573/300	9769/552	10346/420
3494/753	8510/612	9047/508	9412/866	9573/301	9769/553	10353/885
3498/413	8510/613	9047/509	9418/330	9584/888	9769/554	10354/868
3529/743	8525/626	9068/407	9434/235	9584/889	9769/555	10354/869
3659/736	8525/627	9068/408	9441/095	9584/890	9769/556	10364/835
4024/689	8535/846	9068/410	9441/096	9584/891	9769/558	10387/819
4120/995	8559/003	9068/411	9441/097	9584/892	9769/559	10392/883
4144/695	8570/377	9068/412	9441/098	9584/894	9792/811	10392/884
4317/220	8574/170	9068/413	9441/099	9589/589	9797/850	10467/987
4643/431	8574/171	9091/159	9445/613	9603/847	9818/407	10488/902
5244/653	8589/156	9091/160	9459/267	9603/848	9818/408	10515/166
5378/559	8590/053	9091/161	9464/464	9603/849	9818/409	10515/167
5419/739	8618/945	9091/162	9464/465	9603/850	9818/410	10529/857
5623/570	8618/946	9091/163	9464/466	9613/003	9818/411	10529/858
5861/083	8618/947	9091/164	9464/467	9613/004	9818/413	10529/859
5879/798	8618/948	9091/167	9464/468	9613/006	9818/414	10529/860
5897/243	8618/949	9091/168	9464/469	9613/007	9818/415	10529/861
6153/539	8618/950	9091/169	9464/470	9622/089	9818/416	10533/550
6268/567	8645/296	9091/170	9464/472	9622/479	9818/417	10548/571
6313/505	8645/297	9091/171	9464/477	9630/985	9823/781	10555/205
6588/458	8645/298	9091/172	9464/478	9630/988	9828/775	10558/952
6828/581	8645/299	9156/474	9464/479	9637/198	9829/168	10559/138
6850/889	8645/300	9162/231	9472/647	9637/199	9829/169	10559/139
7016/149	8645/301	9162/233	9505/016	9637/200	9829/170	10578/614
7241/131	8645/302	9162/235	9506/354	9645/118	9829/171	10591/667
7297/320	8645/303	9162/236	9506/355	9645/119	9829/172	10591/669
7649/106	8645/304	9162/239	9506/356	9646/711	9829/173	10631/394
7721/063	8693/465	9164/126	9506/357	9653/943	9847/761	10631/395
8060/150	8693/466	9212/048	9506/358	9670/430	9850/172	10631/396
8105/076	8693/467	9281/403	9506/359	9670/431	9850/173	10643/019
8139/039	8693/468	9281/404	9506/360	9679/020	9891/057	10643/020
8139/040	8693/469	9281/405	9506/361	9679/022	9904/374	10662/609
8139/041	8693/470	9302/167	9511/336	9679/031	9911/058	10662/610
8139/042	8695/978	9307/840	9512/652	9690/926	9943/887	10668/112
8139/043	8716/634	9310/362	9512/655	9690/928	9943/888	10684/297
8139/044	8716/635	9317/264	9530/273	9690/929	9947/688	10684/298
8158/838	8716/636	9317/265	9531/535	9690/930	9947/689	10699/832
8164/741	8716/637	9317/266	9536/875	9692/053	9951/963	10699/833
8167/220	8733/753	9317/267	9536/876	9702/195	9961/562	10703/758
8182/120	8756/899	9317/269	9538/957	9706/679	9968/697	10703/759
8223/415	8776/891	9320/510	9546/805	9717/080	10008/331	10710/963
8255/346	8776/892	9320/987	9546/806	9717/081	10035/791	10710/964
8268/078	8795/871	9327/702	9546/807	9717/082	10091/287	10728/731
8294/528	8810/831	9327/703	9546/808	9723/056	10091/288	10728/732
8319/753	8817/127	9327/704	9546/809	9764/061	10111/889	10731/092
8322/627	8831/247	9327/706	9547/026	9764/062	10191/894	10743/778
8322/628	8833/446	9329/578	9547/027	9764/063	10267/821	10803/208
8413/375	8844/913	9332/136	9547/028	9764/064	10267/822	10817/497
8413/376	8889/375	9379/582	9547/030	9764/065	10276/848	10817/498
8426/111	8900/410	9394/598	9550/779	9764/066	10276/849	10817/864
8451/208	8901/079	9400/604	9573/295	9768/697	10276/986	10820/364

AH336996N

01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol
10821/506	11134/054	11198/849
10821/507	11134/056	11198/850
10822/764	11141/164	11198/851
10822/765	11144/531	11198/852
10825/741	11157/739	11198/853
10844/147	11166/738	11198/854
10844/148	11183/432	11198/855
10850/362	11183/433	11198/856
10850/363	11183/434	11198/857
10858/584	11184/928	11198/858
10858/585	11188/439	11198/859
10879/860	11188/800	11198/860
10891/490	11188/801	11198/861
10891/491	11188/802	11198/862
10893/012	11188/815	11198/863
10893/013	11189/027	11198/864
10893/908	11189/028	11198/865
10893/909	11189/076	11198/866
10898/975	11191/050	11198/867
10898/976	11191/089	
10919/796	11192/901	
10928/419	11192/902	
10928/421	11192/903	
10931/283	11192/904	
10931/286	11192/949	
10936/546	11192/950	
10938/477	11196/320	
10939/559	11196/321	
10947/739	11196/322	
10947/835	11196/323	
10961/299	11196/324	
10978/465	11196/325	
10983/580	11196/326	
10995/818	11196/327	
11018/870	11196/328	
11018/871	11196/329	
11036/793	11196/330	
11036/794	11196/331	
11041/313	11196/332	
11049/193	11196/333	
11049/194	11196/334	
11054/791	11196/335	
11062/880	11196/336	
11067/255	11196/337	
11068/855	11196/338	
11072/660	11196/339	
11085/720	11196/340	
11100/896	11196/341	
11105/203	11196/342	
11105/204	11196/343	
11117/311	11196/344	
11117/312	11196/345	
11127/035	11198/846	
11134/051	11198/847	
11134/053	11198/848	

Form 18

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

AL114846N
28/05/2014 $113 173

Lodged by

Name: Maddocks

Phone: 03 9288 0543

Address: 140 William Street, Melbourne

Ref: NFH: NB: 5913153

Customer Code: 1678E

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

Land: ~~Lot 1 on PS 708624 being the land described in~~ Lot 1 on PS 708624 being the land described in Certificate of Title Volume 9317 ~~Folio 265, and Lot 2 on LP 125673 being the~~ Folio 265 and Lot 2 on LP125673 being the land described in Volume 9317 Folio 264

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer: Kerry Thompson

Office held: Chief Executive Officer

Date: 26/5/2014

PLANNING AGREEMENT

CRG Nominees Pty Ltd

("the Owner")

and

WYNDHAM CITY COUNCIL

THIS AGREEMENT is made the 16th day of May pursuant to Section 173 of the *Planning and Environment Act* 1987 ("

PARTIES:

1. Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030 **("Council")**; and

2. CRG Nominees Pty Ltd as trustee for the Wyndham Vale Unit Trust ACN 088 212 631 of Level 4, Podium Building, 120 Collins Street, Melbourne, VIC 3000 **("the Owner")**

RECITALS:

1 Council is responsible for the administration and enforcement of the Wyndham Planning Scheme **("the Planning Scheme")** pursuant to the provisions of the Planning and Environment Act 1987 **("the Act")**.

2 The Owner is the registered proprietor of the land described in Certificates of Title Volume 9317 Folio 265 being Lot 1 on PS708624, and Volume 9317 Folio 264 being Lot 2 on LP 125673 **("the Land").**

3 The Land is zoned Urban Growth Zone **("UGZ")** and will be subject to a future Development Contributions Plan.

4 The Owner and Council acknowledge that development contributions in relation to the Land shall be made generally in accordance with the DCP applying to the land.

5 Council will be the collecting agency and the development agency under the DCP.

6 Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.

7 The DCP will provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by Owners of Land covered by the DCP, with a credit being provided to the Owner against its Development Contribution Liability.

8 Clause 52.01 of the Planning Scheme and the Precinct Structure Plan **("PSP")** will, together, specify the passive open space contribution to apply to the land.

9 The Planning Permit provides, at condition 2, that the 2 lots created by the Plan must not be further subdivided under the excision provisions of clause 37.07-3 of the Planning Scheme.

10 The Planning Permit also provides, at condition 3, that the Owner must not construct or cause or permit to be constructed, on the Land a dwelling, garage, carport or any type of outbuilding over the Hobbs Road Frontage and the Ballan Road Frontage.

11 The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.

2. This Agreement shall come into force immediately and shall run with the title to the Land.

Interpretation

3. The parties agree that in the interpretation of this Agreement:

"Agreement" means this agreement, as amended from time to time.

"Ballan Road Frontage" means the area set aside for the widening of Ballan Road as described on the Public Acquisition Overlay Plan as PAO2 exhibited as part of Amendment G21 to the Wyndham Planning Scheme, as subsequently approved and gazetted under the Wyndham Planning Scheme.

"Certification" means certification of a plan of subdivision by Council under the *Subdivision Act 1988*;

"Community Infrastructure Levy" means the community infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Development" means the development intended to be carried out on the Land;

"Development Contributions Liability" has the meaning given in clause 17;

"DCP" means the draft Wyndham West Development Contributions Plan, August 2013, or as later amended and approved under any revision to the Wyndham West Development Contributions Plan.

"Development Infrastructure Levy" means the development infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Grima Lot" means lot 1 on PS612204W and lot 1 on PS612203Y;

"Hobbs Road Frontage" means a proposed area of land for the widening of Hobbs Road of approximately 14 metres in width as is more particularly described as 'Infrastructure Project RD-05' and the area set aside for the intersection of Hobbs Road with Ballan Road described as "infrastructure Project IN-15 in the DCP;

"Land" means the land referred to in recital 2;

"Net Developable Area" will be defined in the future DCP;

"Owner" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land **("the successors")** as if each of those successors had separately executed this Agreement;

"Plan" means plan of subdivision PS612204W;

"Planning Permit" means planning permit WYP6366/12 as amended from time to time;

"Planning Scheme" means the Wyndham Planning Scheme, as amended from time to time;

"Practical Completion" means when practical completion is achieved under the relevant building contract for the Potential DCP Project;

"Potential DCP Project" means a project funded partially or wholly by the future DCP that is reasonably required or desirable to be provided as part of the development of the Land;

"PSP" means the future Precinct Infrastructure Plan (currently known as the Ballan Road Precinct Structure Plan which will be referred to in a future Schedule to the UGZ;

"Residential Lot" means a lot which is of a size and dimension such that it is intended to be developed as a house lot without further subdivision; and

"Statement of Compliance" means a statement of compliance issued by Council under the *Subdivision Act 1988;*

Interpretation

4. The parties agree that in the interpretation of this Agreement:

   4.1 The singular includes the plural and the plural includes the singular;

   4.2 A reference to a gender includes a reference to each other gender;

   4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

   4.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;

   4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;

   4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement; and

   4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.

Severability

5. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

Obligations of the Parties

6. The Owner agrees:

   6.1 to make contributions towards the provision of infrastructure as set out in the DCP; and

   6.2 to make a contribution towards the provision of major active and passive open space as set out in the PSP and DCP;

Owner Not to Subdivide Further Under Clause 37.07-3 of the Planning Scheme

7. The Owner must not subdivide any further either of the lots created by the Plan under clause 37.07-3 of the Planning Scheme. Nothing in this clause 7 operates to limit the Owner from subdividing the lots created by the Plan further when the PSP is applied.

Owner not to build over

8. Subject to clause 9, the Owner shall not without the prior written consent of Council construct, or cause or permit to be constructed, on the Hobbs Road Frontage or the Ballan Road Frontage a dwelling, garage, carport or any type of outbuilding.

9. The parties agree and acknowledge that:

   9.1 the provisions of clause 8 do not prejudice the right of the Owner to trigger claim, or otherwise disadvantage the Owner with respect to, any compensation payable under the Land Acquisition and Compensation Act 1986 as a result of any public acquisition overlay being applied over the Ballan Road Frontage; and

9.2 in the absence of clause 8 and the proposed public acquisition overlay the Owner would otherwise have sought to include the Ballan Road Frontage in the proposed future subdivision and development of the Land.

Credits to be allowed by Council

10. Council agrees that upon entering into this Agreement, where applicable Council will allow the Owner:

10.1 a credit against its Development Contributions Liability in relation to the transfer to, or vesting in, Council of any land for arterial roads and major pathways in accordance with clause 6.1, including, without limitation, the Hobbs Road Frontage;

10.2 a credit against its Development Contributions Liability in relation to the vesting of any land for community facilities in Council, in accordance with clause 6.1; and

10.3 a credit against its Development Contributions Liability in relation to the vesting of any Active Open Space Reserve in Council, in accordance with clause 6.1.

Potential Works In Kind

11. The Owner may apply for approval to construct, or provide (as land), one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council in respect of a Potential DCP Project.

12. If Council allows the Owner to provide a Potential DCP Project , the Owner agrees that it will construct the Potential DCP Project:

12.1 in accordance with the plans and specifications approved by Council under clause 11 of this Agreement;

12.2 by a date to be agreed with Council; and

12.3 to the reasonable satisfaction of Council.

13. If Council allows the Owner to construct a Potential DCP Project, the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be in accordance with the DCP unless otherwise agreed in writing.

14. If the Owner does not meet the timeframe set out in clause12.2, Council may:

14.1 extend the time for completion of the Potential DCP Project;

14.2 refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or

14.3 extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.

. If Council allows the provision of a Potential DCP Project, then upon Practical Completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

If Council allows the provision of land comprising a Potential DCP Project, then upon vesting in or transfer to Council of the land comprising the Potential DCP Project,

Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

Balancing liabilities and credits and carrying forward of credit

17. Subject to clause 19, the Owner acknowledges that it will have a liability **("Development Contributions Liability")** in relation to the Land and it must:

    17.1 pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCP:

        17.1.1 after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or

        17.1.2 as agreed with Council; and

    17.2 pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council.

18. Subject to clause 19, the Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this Agreement.

19. Council agrees:

        19.1.1 that the Owner will not be required to pay as Development Contributions Liability until all credits the Owner is entitled to under this Agreement have been exhausted; and acknowledges

    19.2 that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

Adjustment and administration

20. The parties agree that, unless otherwise specified, any dollar amounts in this Agreement are to be adjusted, in accordance with the methodology to be specified in the DCP:

    20.1 in relation to land; and

    20.2 in relation to works.

21. The parties acknowledge and agree that the table contained in Schedule 1 reflects the parties' understanding of the table to be completed and maintained by Council to record payments to be made by and the credits to be granted to the Owner under this Agreement.

22. The Owner must on 1 July in each year after the execution of this Agreement prior to seeking a Statement of Compliance for a stage submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with the DCP and which also takes into account payments made, credits allowed and credit utilised all to the reasonable satisfaction of Council.

23. In relation to a planning permit for subdivision of the Land other than the Planning Permit, the Owner must:

    23.1 prior to commencing works pursuant to a permit; and

23.2 prior to seeking a Statement of Compliance for a stage of the subdivision approved by such planning permit, submit a table in the format contained at Schedule 1, which is cross referenced to the DCP and sets out DCP payments made, DCP credits allowed and DCP credit utilised.

Agreed Land Values

24. Council and the Owner agree that:

24.1 the provisions of this Agreement that refer or relate to land values are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of any part of the Land; and

24.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of any of the Land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of any part of the Land.

Disputes

25. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal (**"the tribunal"**) for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration pursuant to the Commercial Arbitration Act 2011.

26. Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.

27. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 25 and26. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

28. The Owner warrants and covenants that as at the date hereof, the Owner is the registered proprietor of the Land;

29. Without limiting the operation or effect which this Agreement has, apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase or transfer of a lot prior to registration of the relevant plan of subdivision, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958* as far as the Owner is aware.

gistration of Agreement

. Council and the Owner shall do all things necessary (including signing any further Agreement, acknowledgment or document) to enable Council to register this Agreement on the certificate of title to the Land, in accordance with section 181 of the Act.

31.1 without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as this Agreement is registered on the certificate of title to the Land, successors in title shall be required to:

31.2 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

31.3 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Ending of agreement

32. Subject to clause 33, this Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement. Council must, within 10 days of receiving a written request from the Owner, sign and return an application under section 183(3) of the Act to end this Agreement.

33. If Council issues a statement of compliance for a stage of the Development, it must at the same time issue the Owner with a signed application to the Land Registry under section 183(1) of the Act to end this Agreement in respect of all of the land contained in that stage.

34. Clause 8 ceases to have effect with respect to:

34.1 the Ballan Road Frontage should the Council withdraw or not apply the proposed public acquisition overlay over the Ballan Road Frontage; and

34.2 the Hobbs Road Frontage should that area cease to be the subject of a road widening proposal in an infrastructure project in the Wyndham West Development Contributions Plan.

Notification to Successors in Title

35. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.

36. The Owner and Council acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

vner may apply for planning permission

The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

rvice

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

38.1 By delivering it personally to that party;

38.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or

38.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

39. A notice or other communication is deemed served:

39.1 If delivered, on the next following business day;

39.2 If posted, on the expiration of two business days after the date of posting; or

39.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

Entire understanding

40. This Agreement:

40.1 Is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

40.2 Supersedes any prior agreement or understanding on anything connected with that subject matter.

Counterparts

41. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

41.1 Must be treated as an original counterpart;

41.2 Is sufficient evidence of the execution of the original; and

41.3 May be produced in evidence for all purposes in place of the original.

IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

EXECUTED by
CRG Nominees Pty Ltd
ACN 088 212 631 in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

.....	.....
Director	Director
Full name: Jonathan Peter Callaghan	Full name: Cameron Richard Holt
Address: Level 6 No. 126 Phillip Street, Sydney NSW 2000	Address: Level 6 No. 126 Phillip Street, Sydney NSW 2000

SIGNED FOR AND ON BEHALF OF WYNDHAM CITY COUNCIL pursuant to an Instrument of Delegation dated 24 June 2013

KERRY THOMPSON, CEO
Name and Position Title

26th May 2014
Date

AL114846N
28/05/2014 $113 173

AQ257914E
18/09/2017 $94.60 173
registers and indexes.

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

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	TGM:AZV:6906275
Customer Code:	1167E

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

Land: The land described at Lot A on PS612203Y and being the land described in Certificate of Title Volume 11817 Folio 516

Responsible Authority: Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030

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

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: ANNETTE SUSAN MONK

Position Held: SUBDIVISIONS OFFICER

Date: 13 SEPTEMBER 2017

Maddocks

Date 26 / 7 /2017

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 50 Hobbs Road, Wyndham Vale

Purpose: Open Space Contribution

City of Wyndham

and

AVID Property Group Nominees Pty Ltd ACN 088212631 as ~~Trustee~~ for the Hobbs Road Wyndham ~~Trust~~

CB

Contents

Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

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Dated 26 / 7 /~~2016~~ 17

Parties

Name	**Wyndham City Council**
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	**Council**

Name	**AVID Property Group Nominees Pty Ltd ACN 088212631 as [redacted] for the Hobbs Road Wyndham [redacted]**
Address	Suite 02 Level 35 259 George Street, Sydney NSW 2000
Short name	**Owner**

CB

Background

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

B. Council enters into this Agreement in its capacity as the responsible authority.

C. The Owner is the registered proprietor of the Subject Land.

D. The Precinct Structure Plan applies to the Subject Land. It generally identifies land to be provided as Open Space Land and contains or references a land budget specifying the amount of open space to be provided by each parcel of land within the Precinct Structure Plan.

E. Council and the Owner have agreed that the Owner will transfer to or vest in Council the Open Space Land in return for a credit against its liability under clause 52.01 of the Planning Scheme.

F. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

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

Current Address means:

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

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

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

Open Space Land means land for public open space land described in Schedule 2 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 2 as the open space land value or an amount determined by applying the methodology set out in Schedule 2 as the case may be.

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

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

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

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

Planning Permit means the planning permit specified in Schedule 3 as amended from time to time.

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

Precinct Structure Plan means the Precinct Structure Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Provision Trigger means the provision trigger set out in the relevant column of Schedule 2.

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

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

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

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

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

2.7 the Background forms part of this Agreement;

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

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

3. Purposes of Agreement

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

3.1 to record the terms and conditions on which Open Space Land will be provided to Council and the terms and conditions on which any over provision of Open Space Land in respect of the Subject Land will be dealt with; and

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

and also acknowledge that the Council entered into this Agreement for these reasons.

4. Public Open Space

4.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes the Open Space Land:

4.1.1 in accordance with the relevant Provision Trigger set out in Schedule 2;

4.1.2 free of all encumbrances and free of any structures, debris, waste, refuse and contamination, except as agreed by Council;

4.1.3 with all services to be available or connected as specified in the relevant column of Schedule 2; and

4.1.4 in a condition that is to the satisfaction of Council.

4.2 Value of Open Space Land

The Owner agrees that:

4.2.1 the Open Space Land Value:

(a) is the fixed amount as specified in Schedule 2 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 2 as the case may be

(b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;

(c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and

4.2.2 upon

(a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or

(b) payment being made to the Owner in accordance with this Agreement –

no compensation or further compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

4.3 Over – provision

The Parties agree that:

4.3.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is greater than the total public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, Council must reimburse the Owner the over-provision by way of a monetary payment to the Owner so as to equalise the open space contribution made by the Owner to the amount specified in clause 52.01 of the Planning Scheme in respect of the Subject Land; and

4.3.2 where a monetary payment is due to be paid to the Owner under clause 4.3.1, the monetary payment to the Owner must be paid within a timeframe agreed in writing between the Parties prior to the Statement of Compliance for the final stage of the subdivision of the Subject Land.

4.4 Environmental Assessment

The Owner agrees that prior to transferring to or vesting Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Public Open Space Land is suitable to be used and developed for public open space with no risk to the public.

5. Further obligations of the Parties

5.1 Transaction costs

Where the Owner is required to transfer or vest Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

5.2 Notice and registration

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

5.3 Further actions

The Owner:

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

5.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

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

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

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

5.4 Council's costs to be paid

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

5.4.1 preparing, drafting, finalising, signing and recording this Agreement;

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

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

5.5 Interest for overdue money

The Owner agrees that:

5.5.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

5.5.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

6. Agreement under section 173 of the Act

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

7. Owner's warranties

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

7.2 The Owner warrants that the Open Space Land is in an environmental condition such as to be suitable to be used and developed for public open space with no risk to the public.

8. Successors in title

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

8.1 give effect to this Agreement; and

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

9. General matters

9.1 Notices

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

9.1.1 personally on the other Party;

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

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

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

9.2 No waiver

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

9.3 Severability

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

9.4 No fettering of Council's powers

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

9.5 Inspection of documents

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

9.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

9.7 Governing law

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

10. GST

10.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. GAIC

11.1 All land transferred to or vested in Council must have any inherent liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council. This clause shall survive the termination of this Agreement.

11.2 If required by Council, the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 11.1 from GAIC liability.

12. Commencement of Agreement

This Agreement commences on the date of this Agreement.

13. Ending of Agreement

13.1 This Agreement ends:

13.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

13.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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

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

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

13.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

Schedule 1

- Ballan Road Precinct Structure Plan

Schedule 2

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares)#	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
Part of Park ID's P3, P4 and P5 in Table 4 – Open Space Delivery Guide of the Ballan Road PSP.	The land shown in the Open Space Plan annexed to this Agreement.	Before or as part of the issue of a Statement of Compliance for the Stage of the subdivision of the Subject Land within which the Open Space Land is contained	Council	Power Gas Sewerage Telecommunications Water Drainage	N/A	1.17ha	1.3149ha	0.1449ha of over provision Value as at 1 July 2016 : $79,695 (0.1449ha x $550,000) This is a 1 July 2016 $ figure subject to revaluation on an annual basis. The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 52.01 land revaluations for Property 10 in the Ballan Road PSP at the date 7 days prior to payment by Council using the following formula: 0.1449ha x 'A' = Open Space Value. Where 'A' is the relevant 52.01 land revaluation provided to Council for Property 10 in the Ballan Road PSP as at the 1 July each year.

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.
# The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 52.01 of the Planning Scheme.

Schedule 3

- **Subject Land – 50 Hobbs Road, Wyndhamvale being the land described as Lot A on PS 612203Y and being the land described in Certificate of Title Volume 11817 Folio 516**
- **Planning Permit No. WYP 7871/14**

Maddocks

Signing Page

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

EXECUTED as an agreement.)
Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated 24 June 2013.)

.....

Date 26 / 7 / 17

AQ257914E
18/09/2017 $94.60 173

Executed by **Avid Property Group Nominees Pty Ltd ACN 088212631** in accordance with s 127(1) of the *Corporations Act 2001*:)

.....
.....
Signature of Director

.....
.....
Signature of ~~Director/~~Company Secretary

Cameron Holt
Print full name

Nicole Bannerman
Print full name

2/12/16

Maddocks

Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AM391597X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

WITNESS

ANTHONY HERDEN

ATTORNEY

KIT LIEW

AQ257914E
18/09/2017 $94.60 173

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

Section 181 **Planning and Environment Act 1987**

AQ257915C
18/09/2017 $94.60 173

Form 21

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	TGM:AZV:6906238
Customer Code:	1167E

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

Land: The land described at Lot A on PS612203Y and being the land described in Certificate of Title Volume 11817 Folio 516

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: ANNETTE SUSAN MONK

Position Held: SUBDIVISIONS OFFICER

Date: 13 SEPTEMBER 2017

Maddocks

Date 26 / 7 /2017

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 50 Hobbs Road, Wyndham Vale

Purpose: WIK Agreement – Transfer of Land Projects

City of Wyndham

and

AVID Property Group Nominees Pty Ltd ACN 088212631 as ~~Trustee~~ for the Hobbs Road Wyndham ~~Trust~~

CB

Maddocks

Contents

Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

AQ257915C
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Dated 26 / 7 /~~2016~~17

Parties

	Name	**Wyndham City Council**
	Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
	Short name	**Council**
CB	Name	**AVID Property Group Nominees Pty Ltd ACN 088212631 ~~as Trustee~~ for the Hobbs Road Wyndham ~~Trust~~**
	Address	Suite 02 Level 35 259 George Street, Sydney NSW 2000
	Short name	**Owner**

Background

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

B. Council is also the collecting agency and the development agency under the Development Contributions Plan.

C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.

D. The Owner is the registered proprietor of the Subject Land.

E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.

F. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.

G. Council has agreed that the Owner will transfer to or vest in Council the Land Projects in return for a Credit against its development contribution liability under the Development Contributions Plan.

H. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

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

Credit means a credit in the amount of the Land Project Value against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:

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

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Land Project means a land project described in Schedule 2 and which may also be identified in the plan at Annexure "A".

Land Project Value means the amount specified in Schedule 2 as the Land Project Value or an amount determined by applying the methodology set out in Schedule 2 as the case may be.

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

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

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

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

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

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

Planning Permit means the planning permit specified in Schedule 3 as amended from time to time.

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

Provision Trigger means the provision trigger set out in the relevant column of Schedule 2.

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

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

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

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

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

2.7 the Background forms part of this Agreement;

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

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

3. Purposes of Agreement

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

3.1 to record the terms and conditions on which a Land Project will be provided to Council;

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

and Council has entered into this Agreement for the these reasons.

4. Payment of Development Infrastructure Levy

The Parties agree that:

4.1 subject to the Owner's entitlement to a Credit, the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and

4.2 any amount of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for the relevant stage of the subdivision of the Subject Land.

5. Land Projects

5.1 Transfer or vesting of Land Project

The Owner must transfer to or vest in Council any Land Project:

5.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 5.2;

5.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;

5.1.3 with all services to be available as specified in the relevant column of Schedule 2; and

5.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

5.2 Time for transfer or vesting of Land Project

If the Owner does not meet the Provision Trigger for any Land Project, Council may:

5.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council; or

5.2.2 at its absolute discretion, in writing, extend the timeframe.

5.3 Land Project Value

The Owner agrees that:

5.3.1 the Land Project Value:

(a) is a fixed amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan;

(b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;

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

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

5.4 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used under the Development Contributions Plan with no risk to the public.

6. Credit and processing of credits

AQ257915C
18/09/2017 $94.60 173

6.1 Credit

The Parties agree that:

6.1.1 the Owner will be entitled to a Credit for the Land Project Value upon the commencement of this Agreement;

6.1.2 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit determined as set out in Clause 6.1.3 has been exhausted.

6.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

(a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and

(b) deduct the amount calculated under paragraph (a) of this clause 6.1.3 from the Credit until the Credit has been exhausted;

6.1.4 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

(a) the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and

(b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

7. Localised Infrastructure

The Parties acknowledge and agree that:

7.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

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

8. Further obligations of the Parties

8.1 Transaction costs

The Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting of the Land Project as the case may be.

8.2 Notice and registration

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

8.3 Further actions

The Owner:

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

8.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

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

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

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

8.4 Council's costs to be paid

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

8.4.1 preparing, drafting, finalising, signing and recording this Agreement;

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

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

8.5 Interest for overdue money

The Owner agrees that:

8.5.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

8.5.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

9. Agreement under section 173 of the Act

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

10. Owner's warranties

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

10.2 The Owner warrants that the Land Projects are in an environmental condition such as to be suitable to be used and developed for the purpose for which they are intended to be used under the Development Contributions Plan with no risk to the public.

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

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

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

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

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

11.7 Governing law

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

12. GST

12.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. GAIC

13.1 The Land Project must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

13.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Land Project from GAIC liability.

14. Commencement of Agreement

This Agreement commences on the date of this Agreement.

15. Ending of Agreement

15.1 This Agreement ends:

15.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

15.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

15.2 Notwithstanding clause 15.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

15.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 15.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

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

15.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

Schedule 1

- Wyndham West Development Contributions Plan

Schedule 2

Land Project

DCP Project No.	Description of Land Project*	Land area to be provided under this agreement	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Land Project Value	Credit Value
RD07A	Hobbs Road road widening Purchase of land for road widening totalling 3144 sqm	0.2749 ha	Prior to a Statement of Compliance issuing for Stage 1A or such other Provision Trigger agreed by the Parties	Council	Power Gas Water Drainage Telecommunication Sewer	$151,192 This is a 1 July 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	$151,192 This is a 1 July 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD07A	Hobbs Road road widening Purchase of land for road widening totalling 1430 sqm	0.143ha	Prior to a Statement of Compliance issuing for Stage 1B or such other Provision Trigger agreed by the Parties	Council	Power Gas Water Drainage Telecommunications Sewer	$78,653 This is a 1 July 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	$78,653 This is a 1 July 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement

*** If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project to be attached as Annexure A.**

Schedule 3

- **Subject Land – 50 Hobbs Road, Wyndham Vale being the land described as Lot A on PS 612203Y and being the land described in Certificate of Title Volume 11817 Folio 516**
- **Planning Permit No. WYP7871/14**

Maddocks

Signing Page

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

EXECUTED as an agreement.)
Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated 24 June 2013.)

.....

Date ..26.../...7.../...17.....

AQ257915C
18/09/2017 $94.60 173

Executed by **Avid Property Group Pty Ltd ACN 088212631** in accordance with s 127(1) of the *Corporations Act 2001*:)

.....
.....
Signature of Director

.....Cameron Holt.....
.....
Print full name

2/12/16

.....
Signature of ~~Director~~/Company Secretary

Print full name
Nicole Bannerman
Group General Counsel
35/259 George St
Sydney NSW 2000

Maddocks

Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AM391597X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

WITNESS

ANTHONY HERDEN

ATTOREY

KIT LIEW

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18/09/2017 $94.60 173

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA3663
03/04/2018 $94.60 MCP

Lodged by

Name:	MADDOCKS
Phone:	03 9253 3376
Address:	LEVEL 25, 727 COLLINS STREET, MELBOURNE VIC 3008
Reference:	NJS:AMAG:6804943 (SAVANA)
Customer code:	1167E

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

Provisions:

1 RESTRICTIVE COVENANT

ANY REGISTERED PROPRIETOR OF THE LAND HEREBY TRANSFERRED OR ANY OTHER LAND ON THE PLAN OF SUBDIVISION CREATING THAT LAND (BURDENED LAND) MUST NOT AT ANY TIME (AND NOT TO CAUSE, ALLOW OR PERMIT ANY OTHER PERSON OR PARTY TO) USE THE LAND FOR A COMMERCIAL CHILDCARE CENTRE.

2 BENEFITED LAND

LOT 112 ON PS739613U

3 GENERAL

THE BURDEN OF THIS RESTRICTIVE COVENANT WILL RUN WITH AND BIND THE BURDENED LAND, THE REGISTERED PROPRIETOR OF THE BURDENED LAND, ITS SUCCESSORS, TRANSFEREES AND ASSIGNS.

Signing:

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

THE BACK OF THIS FORM MUST NOT BE USED

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

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA3663
03/04/2018 $94.60 MCP

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	AVID PROPERTY GROUP NOMINEES PTY LTD
Signer Name	NICHOLAS JAMES SPARKS
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	28/03/2018

THE BACK OF THIS FORM MUST NOT BE USED

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

625005

APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

AVID PROPERTY GROUP NOMINEES PTY LTD

PURCHASER

REFERENCE

356744

This certificate is issued for:

LOT Q PLAN PS809299 ALSO KNOWN AS 50 HOBBS ROAD WYNDHAM VALE
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a	URBAN GROWTH ZONE - SCHEDULE 8
and a	RURAL CONSERVATION ZONE
- is within a	INCORPORATED PLAN OVERLAY - SCHEDULE 3
and a	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11
- and	MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE (https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

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

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

21 November 2019

Hon. Richard Wynne MP
Minister for Planning

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

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

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

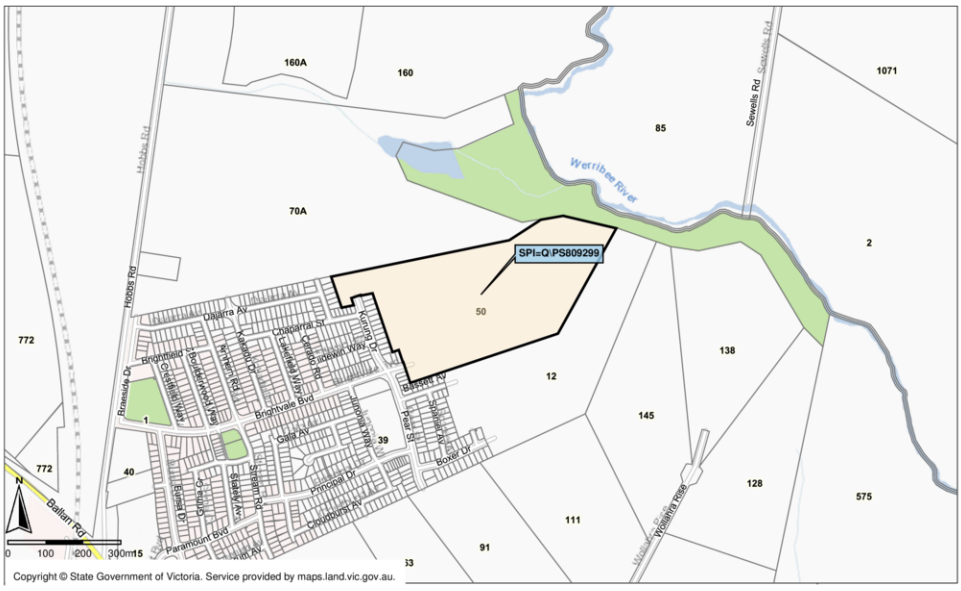
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 20 November 2019 10:53 AM

PROPERTY DETAILS

Lot and Plan Number:	**Lot Q PS809299**	
Address:	**50 HOBBS ROAD WYNDHAM VALE 3024**	
Standard Parcel Identifier (SPI):	**Q\PS809299**	
Local Government Area (Council):	**WYNDHAM**	www.wyndham.vic.gov.au
Council Property Number:	**211313**	
Planning Scheme:	**Wyndham**	planning-schemes.delwp.vic.gov.au/schemes/wyndham
Directory Reference:	**Melway 233 K9**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**City West Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**WERRIBEE**

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to **Victorian Planning Authority**

Planning Zones

RURAL CONSERVATION ZONE (RCZ)

SCHEDULE TO THE RURAL CONSERVATION ZONE (RCZ)

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 8 (UGZ8)

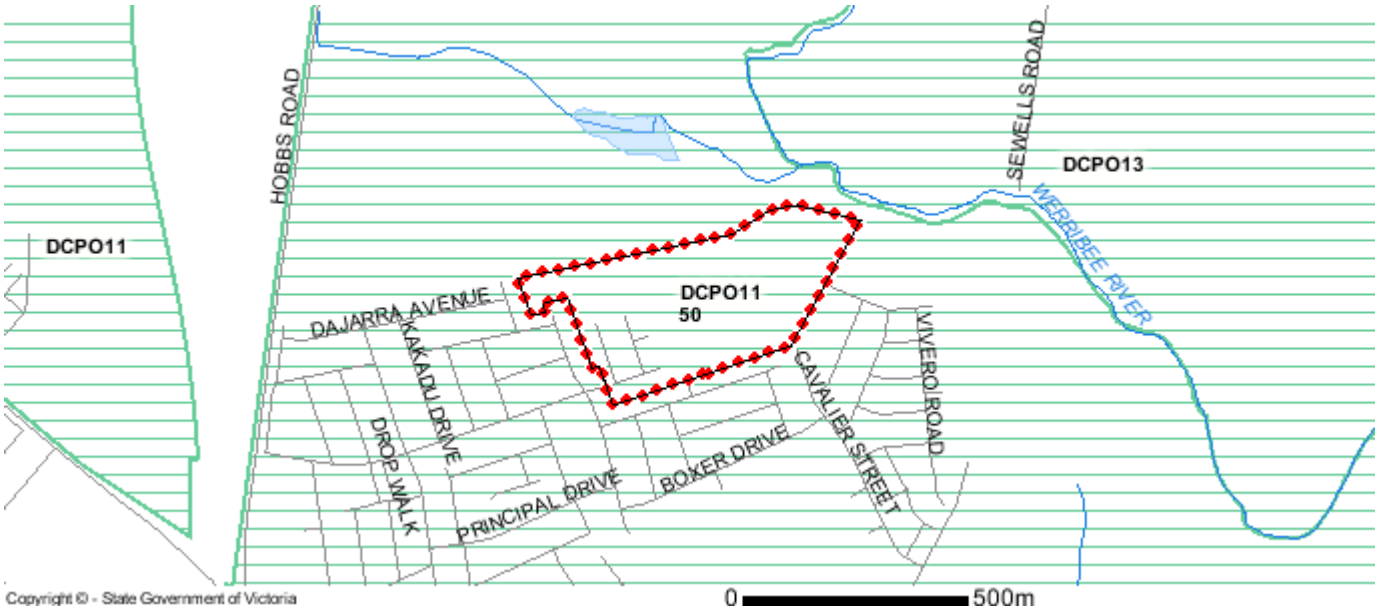
GRZ - General Residential
PPRZ - Public Park & Recreation
PUZ4 - Public Use - Transport
RCZ - Rural Conservation
RDZ1 - Road - Category 1
UGZ - Urban Growth

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11 (DCPO11)

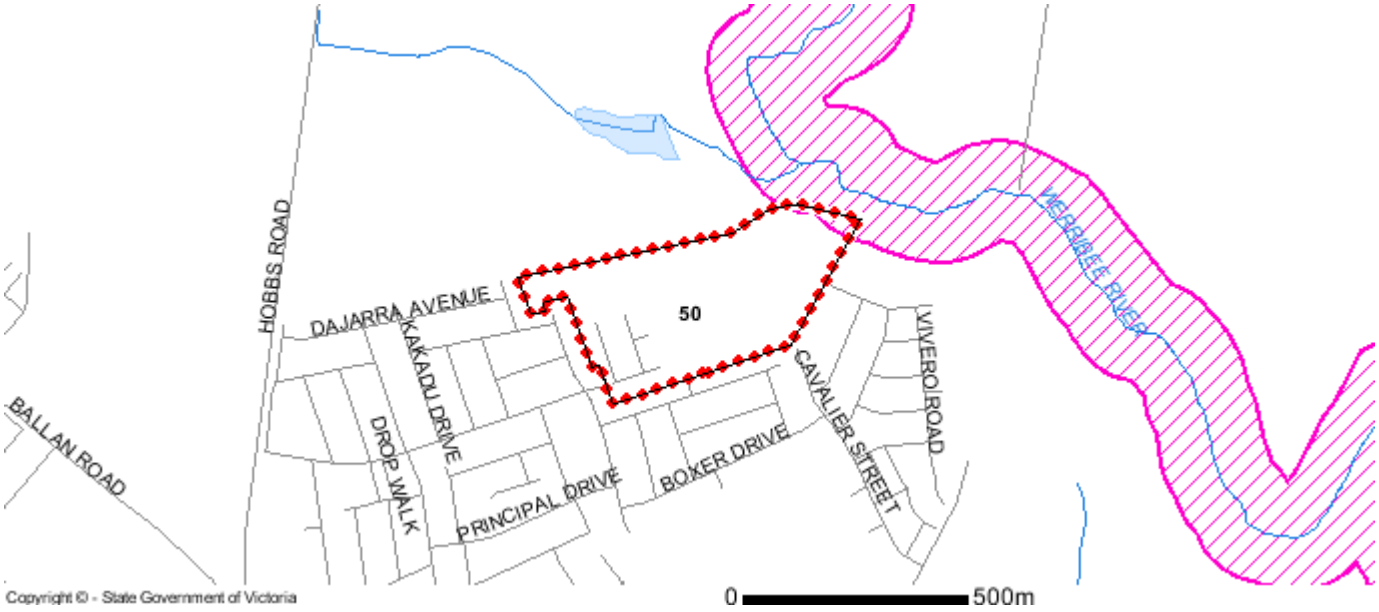


DCPO - Development Contributions Plan

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

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 3 (IPO3)



IPO - Incorporated Plan

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)

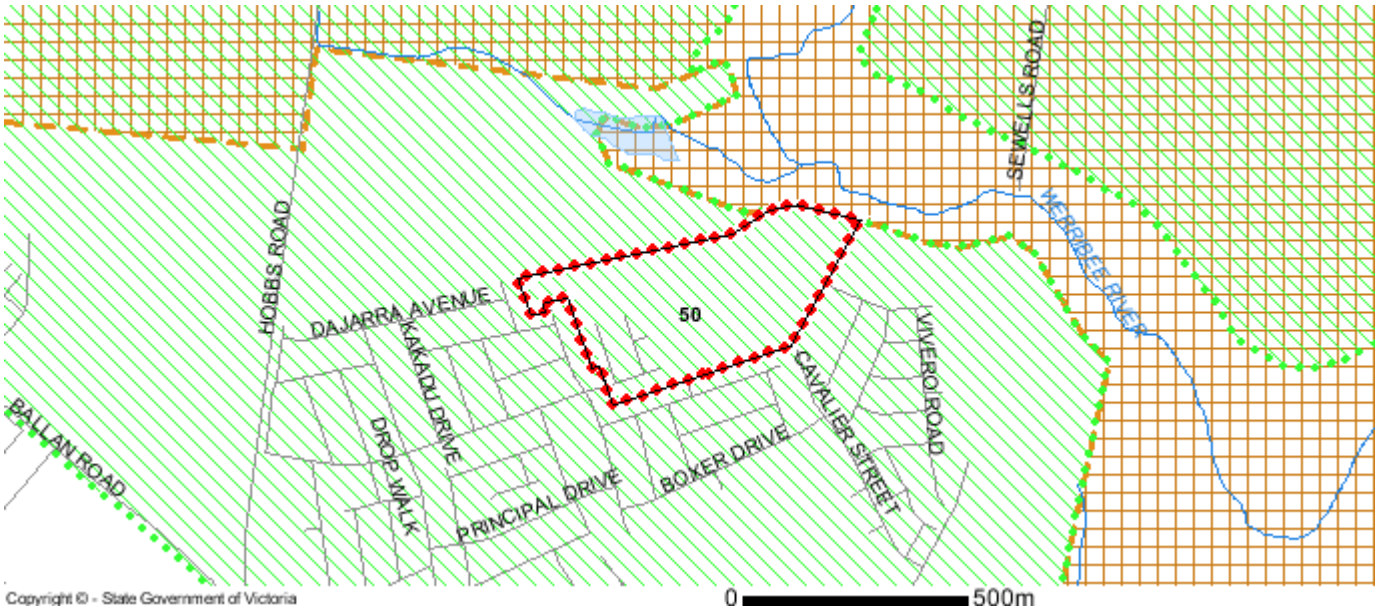
DDO - Design and Development
DPO - Development Plan
ESO - Environmental Significance
HO - Heritage
PAO - Public Acquisition

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

Growth Area Infrastructure Contribution

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

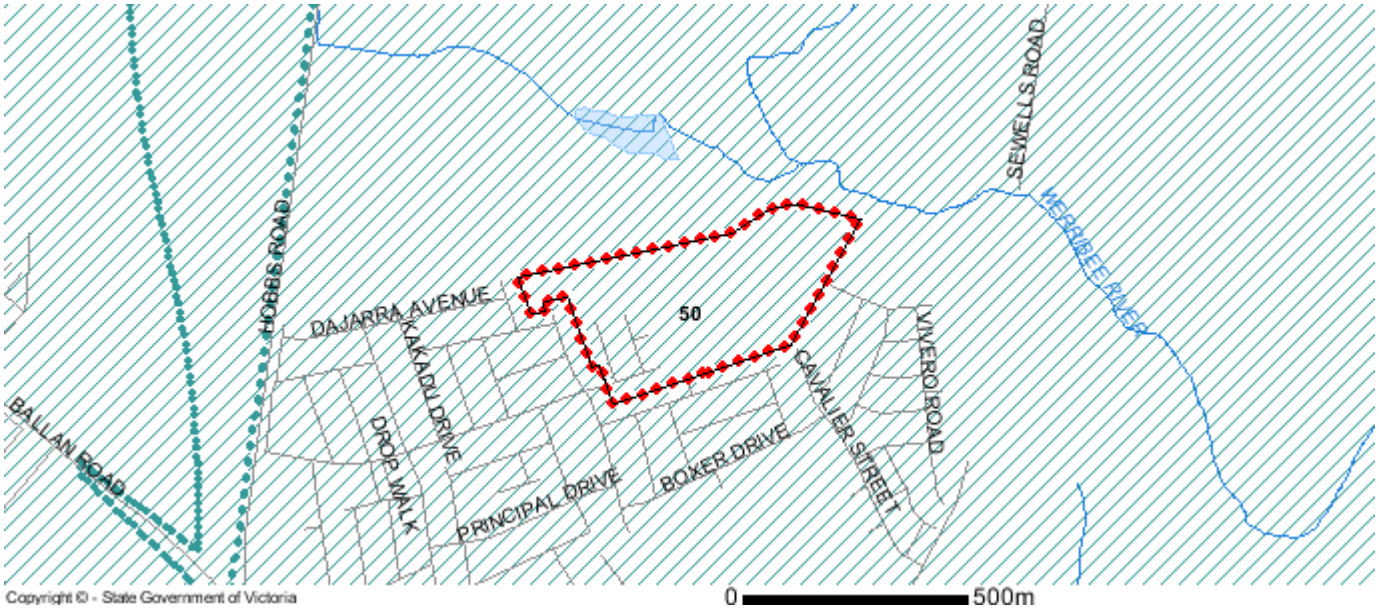
For more information about this contribution go to **Victorian Planning Authority**



Urban Growth Boundary Investigation Area Land added to the UGB since 2005

Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: **https://nvim.delwp.vic.gov.au/BCS**



Melbourne Strategic Assessment Area

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

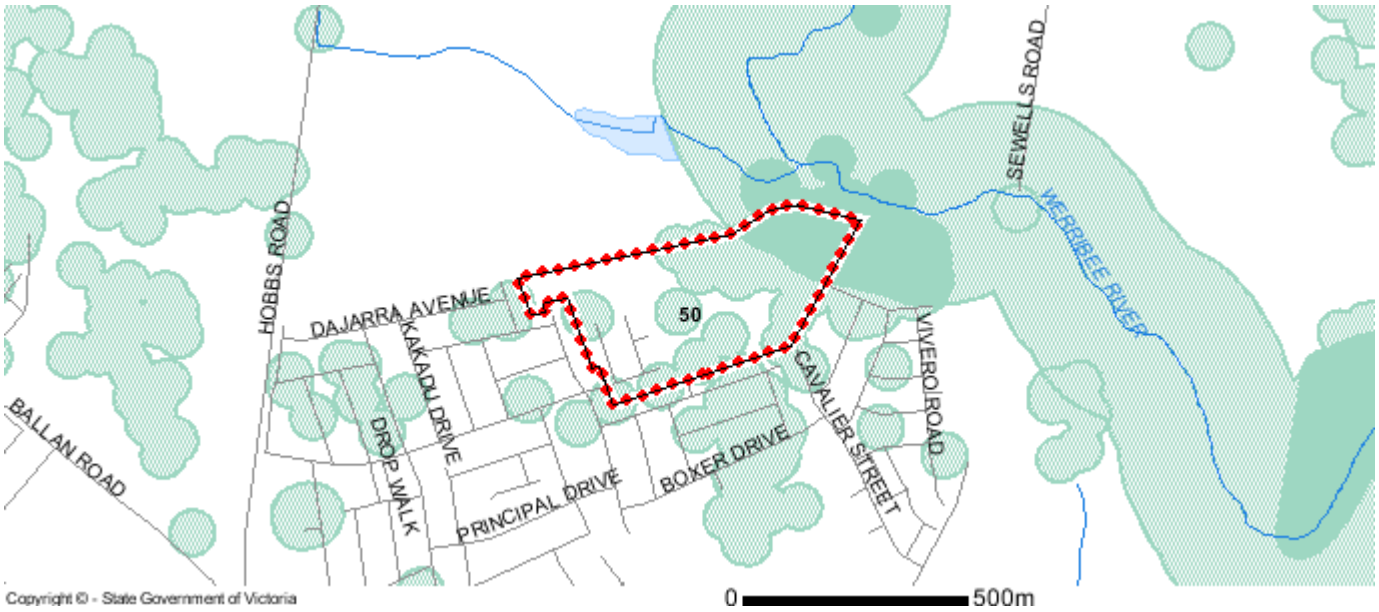
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html



Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 14 November 2019.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council
or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit http://mapshare.maps.vic.gov.au/vicplan

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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

Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website 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 https://www.planning.vic.gov.au

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 356744

Our Ref: wLIC06751/19

Date: 20/11/2019

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2020
Assessment No: 211313
Certificate No: wLIC06751/19
All Enquiries and Updates to 03 9742 0777

Property Description: V 12072 F 501 L L PS 803043 Werribee Parish V 12099 F 947 L P PS 809298 Werribee Parish
AVPCC Code: 102 - Vacant Englobo Residential Subdivisional Land
Property Situated: 50 Hobbs Road
WYNDHAM VALE VIC 3024

Site Value	$29025000	CIV	$29025000	NAV	$1451250

The level of valuation is 01/01/2019.
The Date Valuation was adopted for rating purposes is 26/08/2019.

Current Year's Rates		
Englobo Land Rates		$122122.95
Municipal Charge		$60.98
Fire Services Levy		$2031.45
Current Rates Levied	$124215.38	
Interest		$263.35
Less Payments		($31053.38)
Balance Outstanding		$93425.35

TOTAL OUTSTANDING	**$93425.35**

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

LAND NOT SEPARATELY RATED

Lot Q PS 809299 has not yet been separately assessed for the purpose of rates and charges. This lot forms part of the above parent property, an update of this certificate will be provided, free of charge, for a period of three months, if required.
The current portion of the rates raised and any rates payments will not be allocated to the child properties.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS;

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.
There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.
There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES;

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.
Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.
Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

---

APPLICANT:Landata

RECEIVED THE SUM OF $27.00 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC06751/19

Mary-Jane Moala/Coordinator Finance Operations

Payment Options

BPAY (Rates payments only)
Biller Code: 76869
Customer Reference Number: 1984262

Online via Credit Card
Visit www.wyndham.vic.gov.au
Rates Payment
Bank Reference Number: 1984262

Land Clearance Charge (if applicable)
See Reference Number above

Cheque Payment
Send cheque made payable to Wyndham City Council and **a copy of this LIC** to PO Box 197, Werribee, VIC 3030

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1254 1587 4109

DATE OF ISSUE - 20/11/2019

APPLICATION NO.
859876

LANDATA COUNTER SERVICES

YOUR REF.
33584948-027-1

SOURCE NO. 99904685210

PROPERTY: LOT Q/HOBBS ROAD WYNDHAM VALE VIC 3024

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00

Service charges owing to 30/06/2019	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	0.00
BALANCE including unbilled service charges	0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 1587 4109

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1254 1587 4109

DATE OF ISSUE - 20/11/2019

APPLICATION NO.
859876

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.

Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.
1254 1587 4109

DATE OF ISSUE - 20/11/2019

APPLICATION NO.
859876

Information given pursuant to section 158 of the Water Act 1989

Please note that the property is in an area designated by City West Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.citywestwater.com.au. Should you require further information, please contact City West Water on 13 16 91 or by emailing to enquiries@citywestwater.com.au.

The applicable flood level for this property is RL 37.34 metres to Australian Height Datum (AHD). If further information is required please contact Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

FRAN DUIKER
GENERAL MANAGER
CUSTOMERS AND COMMUNITY

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Encumbrance Plan

LOT Q/ HOBBS ROAD WYNDHAM VALE 3024

Application No. 859876

Q

N

LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main		
	Inspection Shaft	MW DR CH	MW Channel	MW ASW	MW Abandoned Sewer Main		
	Sewer Main	MW DR ACH	MW Abandoned Channel	MW WS	MW Water Main		
	Abandoned Sewer Main	MW DR NW	MW Natural Waterway	MW AWS	MW Abandoned Water Main		
	Water Main	MW DR UG	MW Underground Drain		MW Manhole		
	Abandoned Water Main	MW DR AUG	MW Abandoned Underground Drain	A	MW Abandoned Manhole		Date: 20/11/2019

STATE REVENUE OFFICE
PLANNING AND ENVIRONMENT ACT 1987

Growth Areas Infrastructure Contribution Certificate

Certificate Id: 10357

Issue date: 29 November 2019

PART 1 – DETAILS OF APPLICANT

Maddocks
C/- Landata

PART 2 - LAND DETAILS

Land Address: 50 Hobbs Road
Wyndham Vale 3024

Details of Land Title:

Lot / Plan:	Lot Q / PS809299
Volume / Folio:	12152 / 609
Municipality:	Wyndham
Land Type:	Type A
Land Area:	17.24 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

The amount of Growth Areas Infrastructure Contribution unpaid at the date of this certificate in accordance with a Notice of Approval of Staged Payment Arrangement is **$1,589,679.30** (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

Land Tax Clearance Certificate

Land Tax Act 2005

INFOTRACK / MADDOCKS

Your Reference:	6804943.026
Certificate No:	32464088
Issue Date:	20 NOV 2019
Enquiries:	ESYSPROD

Land Address: 50 HOBBS ROAD WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45058040	Q	809299	12152	609	$48,297.95

Vendor: AVID PROPERTY GROUP NOMINEES PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
HOBBS RD WYNDHAM TRUST	2019	$13,759,401	$266,714.29	$0.00	$48,297.95

Comments: Land Tax of $266,714.29 has been assessed for 2019, an amount of $218,416.34 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

CAPITAL IMP VALUE:	$13,759,418
SITE VALUE:	$13,759,401
AMOUNT PAYABLE:	**$48,297.95**

Paul Broderick
Commissioner of State Revenue

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32464088

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. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.

3. 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.

4. 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.

5. 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.

6. 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.

7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
   a. vendor, or
   b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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).

13. You can request a free update of a Land Tax Clearance Certificate via our website if:
   - there is no change to the parties involved in the transaction, and
   - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $267,061.55

Taxable Value = $13,759,401

Calculated as $24,975 plus ($13,759,401 - $3,000,000) multiplied by 2.250 cents.

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 32464088

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 32464088

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Land Tax Clearance Certificate updates are available at **sro.vic.gov.au/landtaxcertificate**

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

OurRef: w2019C17315

Your Ref: 356744

21 November 2019

Landata
DX 250639
MELBOURNE VIC

PROPERTY DETAILS

Property No: 211313

50 Hobbs Road
WYNDHAM VALE VIC 3024
V 11499 F 802 L A PS 612203 Werribee Parish, V 11992 F 170 L B PS 739613 Werribee Parish, V 11992 F 424 L F PS 742083 Werribee Parish, V 11992 F 635 L G PS 739617 Werribee Parish, V 11993 F 931 L H PS 746251 Werribee Parish, V 11994 F 118 L J PS 749042 Werribee Parish, V 11994 F 291 L K PS 803042 Werribee Parish, V 12072 F 501 L L PS 803043 Werribee Parish, V 12073 F 049 L M PS 803044 Werribee Parish, V 12073 F 048 L N PS 803044 Werribee Parish, V 12099 F 947 L P PS 809298 Werribee Parish, V 12152 F 609 L Q PS 809299 Werribee Parish

PROPERTY INFORMATION REQUEST: Building Regulations 2018 – Regulation 51

Liable to flooding (Reg 153)	**"A Flood Level has not been set by Council under the Building Regulations 2018".** **The land in the opinion of the Director of City Operations is not liable to flooding**
Designated as subject to attack by termites (Reg 150)	**YES**
Subject to significant snow falls (Reg 152)	**NO**
Designated land or works under Part 10 of the Water Act 1989 (Reg 154)	**Council have no knowledge of any uncontrolled overland drainage**
Bushfire Attack Level specified in Planning Scheme (Reg 156)	**NO**
Community Infrastructure Levy Section 24(5) of the Building Act 1993	**NO.**

NOTE: *Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 9235 2265.*

JOHN BASELMANS
CO ORDINATOR BUILDING SERVICES

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 356744

Our Ref: w2019C17314

21 November 2019

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 50 Hobbs Road WYNDHAM VALE VIC 3024

A search of Building Services records for the preceding 10 years has revealed that no permits were issued during this time.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

JOHN BASELMANS
CO ORDINATOR BUILDING SERVICES

Extract of EPA Priority Site Register

EPA VICTORIA

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 50 HOBBS ROAD
SUBURB: WYNDHAM VALE
MUNICIPALITY: WYNDHAM
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 233 Reference K10
Melways 40th Edition, Street Directory, Map 233 Reference K9
Melways 40th Edition, Street Directory, Map 233 Reference J9
Melways 40th Edition, Street Directory, Map 234 Reference A10
Melways 40th Edition, Street Directory, Map 234 Reference A9

DATE OF SEARCH: 19th November 2019

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

- EPA has requirements for active management of land and groundwater contamination; or

- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for $8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land

[Extract of Priority Sites Register] # 33584948 - 33584948191145 '356744'

Extract of EPA Priority Site Register

Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

Maddocks

CERTIFICATE NO:
33584948

PROPERTY ADDRESS:
50 HOBBS ROAD WYNDHAM VALE

PARCEL DESCRIPTION:
Lot Q PS809299K

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Ainsley Thompson
Heritage Officer (Registry)
(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 20 November 2019
Note: This Certificate is valid at the date of issue.

NATIONAL TRUST

6 Parliament Place
East Melbourne
VIC 3002

Email: conservation@nattrust.com.au
Web: www.nationaltrust.org.au

T 03 9656 9818

19 November 2019

Maddocks C/- InfoTrack
c/- Landata
GPO BOX 527
MELBOURNE VIC 3001

Re: Vol 12152 Folio 609, 50 HOBBS ROAD, WYNDHAM VALE VIC 3024
Reference: 33584948-032-5

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning
  https://www.heritage.vic.gov.au/ or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
  vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **City of Wyndham**
- World, National and Commonwealth Heritage Lists—Department of the Environment
  http://www.environment.gov.au/topics/heritage/heritage-places

For further information about classification on the National Trust Register visit:
https://www.nationaltrust.org.au/services/heritage-register-vic/

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson
Advocacy Manager
National Trust of Australia (Victoria)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 19th November 2019, 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®.

50 HOBBS ROAD, WYNDHAM VALE 3024
CITY OF WYNDHAM

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: 19th November 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 33584948 - 33584948191145 '356744'

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

25229

SECTION 1 – Applicant Information

Name of applicant:

- Alexandra Yorston

Organisation:

InfoTrack

Postal address:

Level 5 - 459, Collins Street
Melbourne
VIC 3000

Telephone number:	Email address:	Customer Reference No.
0386094740	vicsearching@infotrack.com.au	6804943.026

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

Q/PS809299K

Crown References:

Title References (Volume / Folio) :

12152/609

Street Address:

50 HOBBS ROAD, WYNDHAM VALE 3024

Other description:

Order ID: 63361135

Directory Reference:	Directory:

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land? *Please see attached Aboriginal Place*	Yes
Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).	Yes
Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?	No
Does a stop order exist in relation to any part of the nominated area of land?	No
Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?	No
Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?	No

Signed: Date: 22/Nov/2019

Oona Phillips
Senior Heritage Registrar
Aboriginal Victoria

SECTION 4 – Terms & Conditions

Terminology
In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register
Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act* 2006, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act* 2006 to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act* 2006.

Specific conditions of advice provided from the Register for an application under s.147
The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information
Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar
Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information
We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright
We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act* 1968 (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer
The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity
You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law
These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure
Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity
You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at
https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html

50 HOBBS ROAD, WYNDHAM VALE 3024

Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Component Type
7822-2511	HOBBS 0932	7822-2511-1	Artefact Scatter
7822-2511	HOBBS 0932	7822-2511-2	Object Collection
7822-2512	HOBBS 0933	7822-2512-1	Artefact Scatter
7822-2512	HOBBS 0933	7822-2512-2	Object Collection
7822-2516	HOBBS 0937	7822-2516-1	Artefact Scatter
7822-2516	HOBBS 0937	7822-2516-2	Object Collection
7822-2517	HOBBS 0936	7822-2517-1	Artefact Scatter
7822-2517	HOBBS 0936	7822-2517-2	Object Collection
7822-2519	HOBBS 0944	7822-2519-1	Artefact Scatter
7822-2519	HOBBS 0944	7822-2519-2	Object Collection
7822-2520	HOBBS 0943	7822-2520-1	Artefact Scatter
7822-2520	HOBBS 0943	7822-2520-2	Object Collection
7822-2521	HOBBS 0949	7822-2521-1	Artefact Scatter
7822-2521	HOBBS 0949	7822-2521-2	Object Collection
7822-2522	HOBBS 0950	7822-2522-1	Artefact Scatter
7822-2522	HOBBS 0950	7822-2522-2	Object Collection
7822-2524	HOBBS 0952	7822-2524-1	Artefact Scatter
7822-2524	HOBBS 0952	7822-2524-2	Object Collection
7822-2525	HOBBS 0955	7822-2525-1	Artefact Scatter
7822-2525	HOBBS 0955	7822-2525-2	Object Collection
7822-2559	HOBBS 0946	7822-2559-1	Artefact Scatter
7822-2559	HOBBS 0946	7822-2559-2	Object Collection
7822-2560	HOBBS 0953	7822-2560-1	Artefact Scatter

50 HOBBS ROAD, WYNDHAM VALE 3024

Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Component Type
7822-2560	HOBBS 0953	7822-2560-2	Object Collection
7822-2561	HOBBS 0954	7822-2561-1	Artefact Scatter
7822-2561	HOBBS 0954	7822-2561-2	Object Collection
7822-2563	HOBBS 0958	7822-2563-1	Artefact Scatter
7822-2563	HOBBS 0958	7822-2563-2	Object Collection
7822-2564	HOBBS 0951	7822-2564-1	Artefact Scatter
7822-2564	HOBBS 0951	7822-2564-2	Object Collection
7822-2568	HOBBS 0942	7822-2568-1	Artefact Scatter
7822-2568	HOBBS 0942	7822-2568-2	Object Collection
7822-2569	HOBBS 0947	7822-2569-1	Artefact Scatter
7822-2569	HOBBS 0947	7822-2569-2	Object Collection
7822-2570	HOBBS 0948	7822-2570-1	Artefact Scatter
7822-2570	HOBBS 0948	7822-2570-2	Object Collection
7822-2769	Hobbs 0913	7822-2769-1	Artefact Scatter
7822-2770	Hobbs 0912	7822-2770-1	Artefact Scatter
7822-2771	Hobbs 0909	7822-2771-1	Artefact Scatter
7822-2771	Hobbs 0909	7822-2771-2	Object Collection
7822-2773	Hobbs 0911	7822-2773-1	Artefact Scatter
7822-2774	Hobbs 0910	7822-2774-1	Artefact Scatter
7822-2775	Hobbs 0908	7822-2775-1	Artefact Scatter
7822-2775	Hobbs 0908	7822-2775-2	Object Collection
7822-2776	Hobbs 0907	7822-2776-2	Artefact Scatter
7822-2776	Hobbs 0907	7822-2776-1	Scarred Tree

50 HOBBS ROAD, WYNDHAM VALE 3024

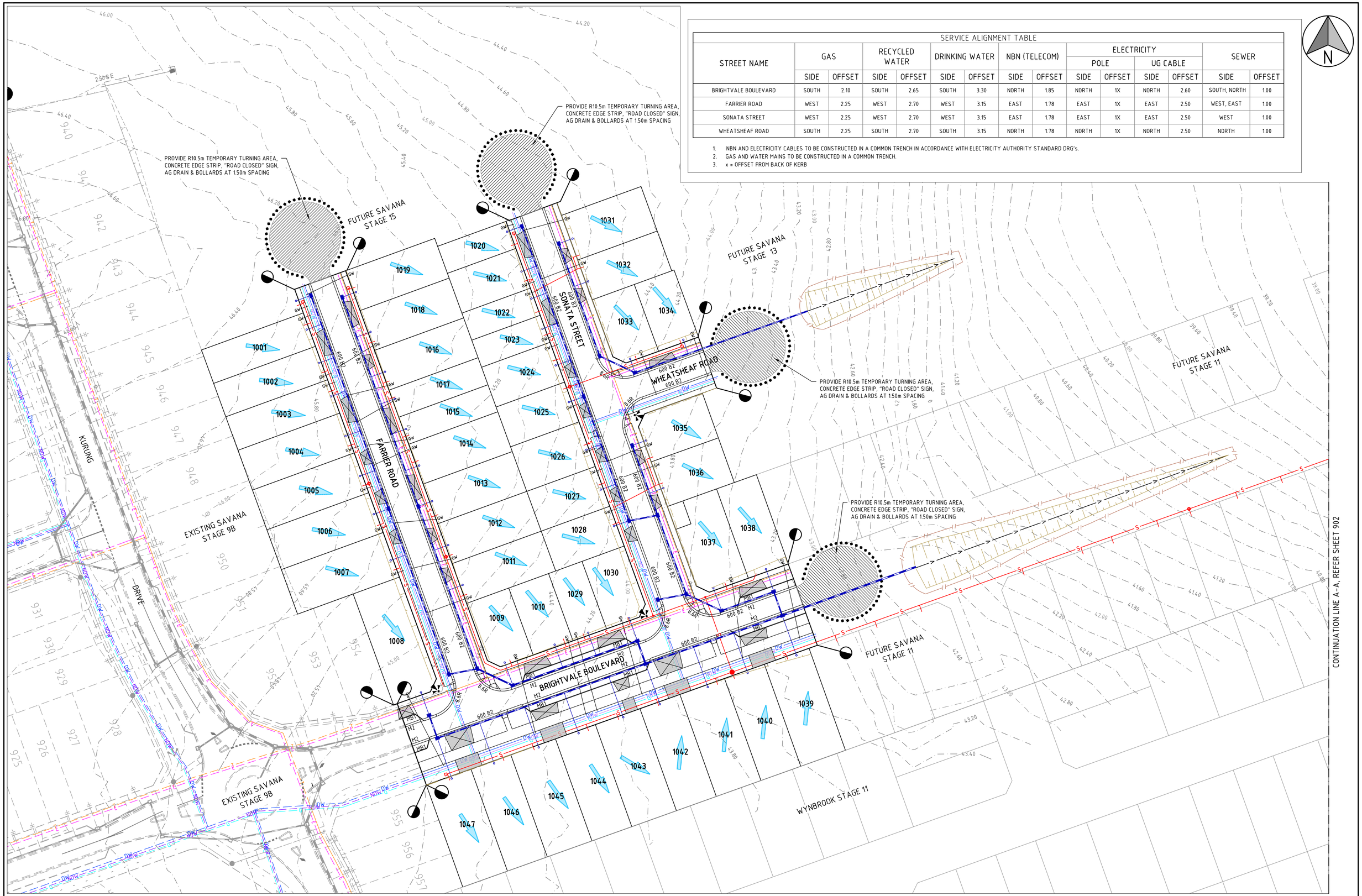
Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Component Type
7822-2777	Hobbs 0903	7822-2777-1	Artefact Scatter
7822-2777	Hobbs 0903	7822-2777-2	Object Collection
7822-2780	Hobbs 0917	7822-2780-1	Artefact Scatter
7822-2780	Hobbs 0917	7822-2780-2	Object Collection
7822-2781	Hobbs 0919	7822-2781-1	Artefact Scatter
7822-2781	Hobbs 0919	7822-2781-2	Object Collection
7822-3551	Wyndham Vale PSP 40 East LDAD	7822-3551-51	Low Density Artefact Distribution
7822-3927	145 Wollahra Rise, Wyndham Vale, AS 1	7822-3927-1	Artefact Scatter
7822-3927	145 Wollahra Rise, Wyndham Vale, AS 1	7822-3927-2	Object Collection

Total Components	**55**
Total Registered Places	**30**

SERVICE ALIGNMENT TABLE														
STREET NAME	GAS		RECYCLED WATER		DRINKING WATER		NBN (TELECOM)		ELECTRICITY				SEWER	
									POLE		UG CABLE			
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET
BRIGHTVALE BOULEVARD	SOUTH	2.10	SOUTH	2.65	SOUTH	3.30	NORTH	1.85	NORTH	1X	NORTH	2.60	SOUTH, NORTH	1.00
FARRIER ROAD	WEST	2.25	WEST	2.70	WEST	3.15	EAST	1.78	EAST	1X	EAST	2.50	WEST, EAST	1.00
SONATA STREET	WEST	2.25	WEST	2.70	WEST	3.15	EAST	1.78	EAST	1X	EAST	2.50	WEST	1.00
WHEATSHEAF ROAD	SOUTH	2.25	SOUTH	2.70	SOUTH	3.15	NORTH	1.78	NORTH	1X	NORTH	2.50	NORTH	1.00

1. NBN AND ELECTRICITY CABLES TO BE CONSTRUCTED IN A COMMON TRENCH IN ACCORDANCE WITH ELECTRICITY AUTHORITY STANDARD DRG's.
2. GAS AND WATER MAINS TO BE CONSTRUCTED IN A COMMON TRENCH.
3. x = OFFSET FROM BACK OF KERB



REV	DATE	DRN	CKD	APP	AMENDMENT
E	20.11.19	RG	BJM	R. Todd	SWITCHED LOCATION OF LOT 1016 AND LOT 1017
D	11.09.19	RG	BJM	R. TODD	LOT LAYOUT REVISED
C	03.07.19	RG	BJM	R. TODD	COUNCIL COMMENTS ADDRESSED
B	30.04.19	RG	BJM	R. TODD	ISSUED FOR APPROVAL
A	23.01.19	RG	BJM	R. TODD	ISSUED TO COUNCIL

H 1:500
SCALE @ A1
0 10 20 30m

This plan is not to be used for construction unless issued as revision 0 or higher

Cossill & Webley
CONSULTING ENGINEERS
Mailing Address
PO Box 33152
Melbourne VIC 3004
T (03) 8548 1560
Street Address
Suite 2.04, 390 St Kilda Road
Melbourne VIC 3004
E melbourne@cosweb.com.au

CLIENT: AVID Property Group

APPROVED: RAY TODD

DESIGNED: MA

SCALE: AS SHOWN

PROJECT: SAVANA - STAGE 10

TITLE: FLP DETAILS (SHEET 01 OF 02)

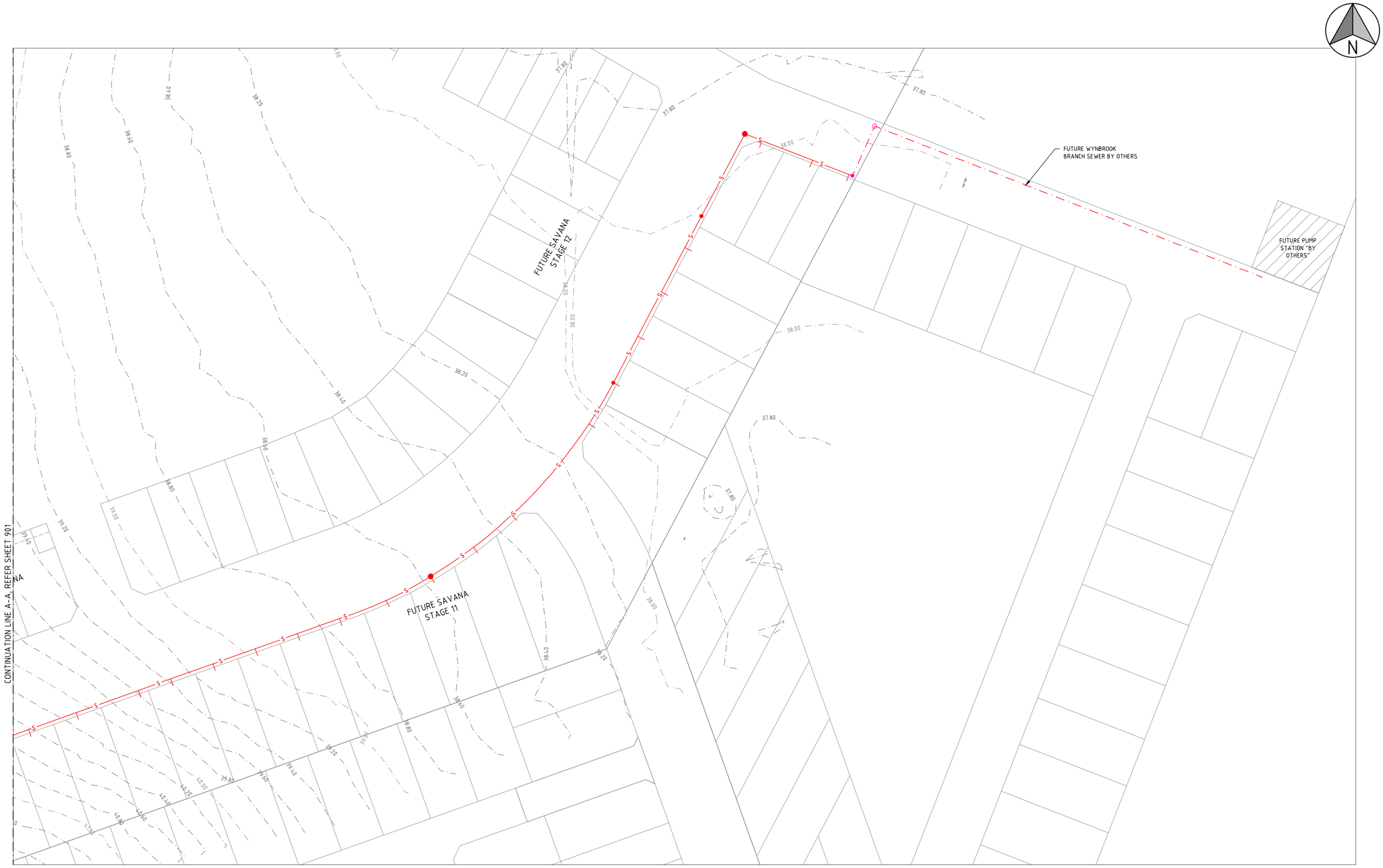
MUNICIPALITY: WYNDHAM CITY COUNCIL

PP No.: WYP9847/17

DRAWING No.: 3138-10-901

REVISION: E

ORIGINAL SIZE: A1



REV	DATE	DRN	CKD	APP	AMENDMENT
C	11.09.19	RG	BJM	R. TODD	LOT LAYOUT REVISED
B	30.04.19	RG	BJM	R. TODD	ISSUED FOR APPROVAL
A	17.04.19	RG	BJM	R. TODD	ISSUED TO COUNCIL

H 1:500
SCALE @ A1
0 10 20 30m

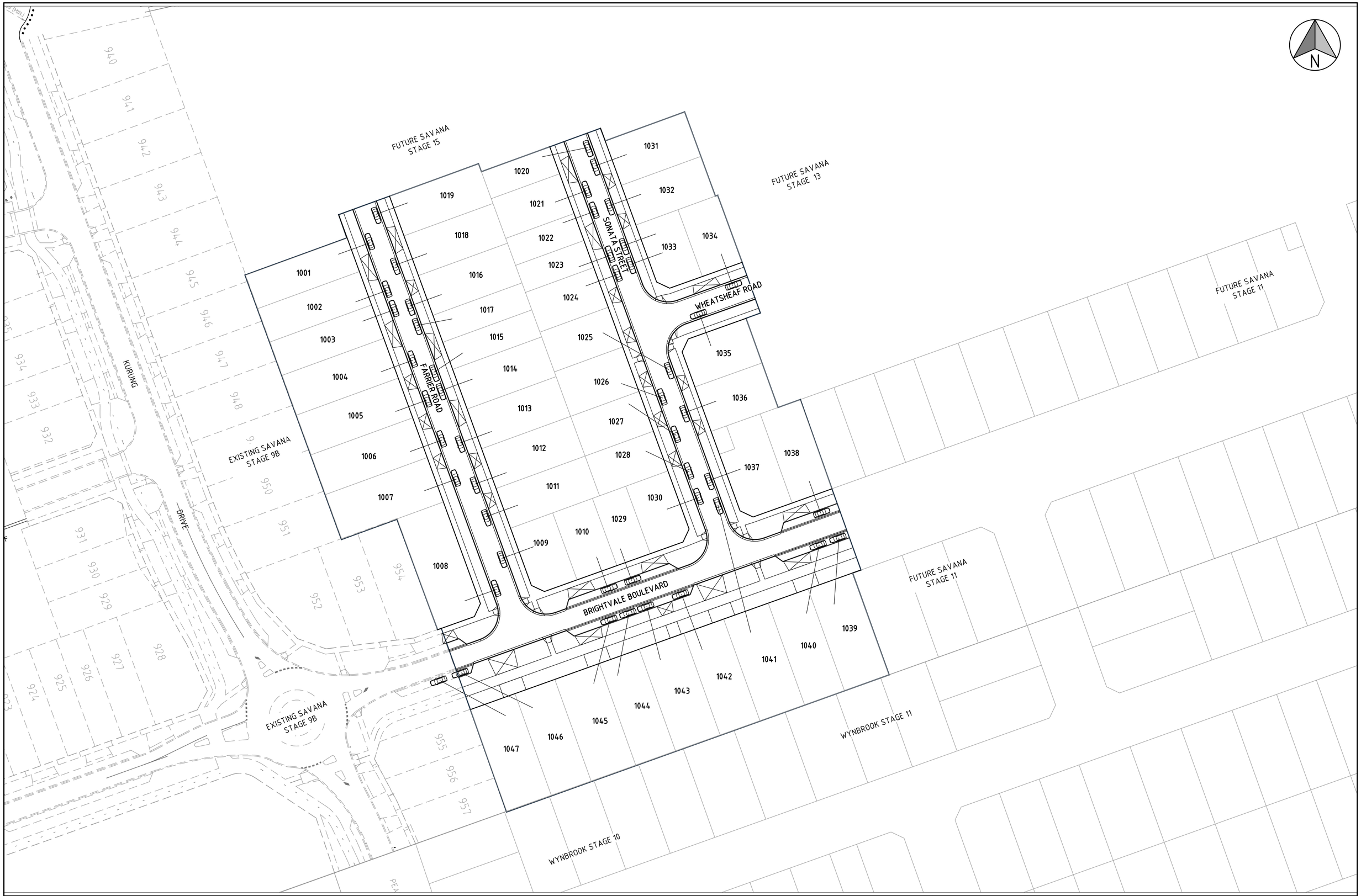
This plan is not to be used for construction unless issued as revision 0 or higher

Cossill & Webley
CONSULTING ENGINEERS
Mailing Address
PO Box 33152
Melbourne VIC 3004
T (03) 8548 1560
Street Address
Suite 2.04, 390 St Kilda Road
Melbourne VIC 3004
E melbourne@cosweb.com.au

CLIENT: AVID Property Group

APPROVED: RAY TODD
DESIGNED: MA
SCALE: AS SHOWN

PROJECT: SAVANA - STAGE 10
TITLE: FLP DETAILS (SHEET 02 OF 02)
MUNICIPALITY: WYNDHAM CITY COUNCIL
PP No.: WYP9847/17
DRAWING No.: 3138-10-902
REVISION: C
ORIGINAL SIZE: A1



REV	DATE	DRN	CKD	APP	AMENDMENT
D	20.11.19	RG	BJM	R. Todd	SWITCHED LOCATION OF LOT 1016 AND LOT 1017
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B	30.04.19	RG	BJM	R. TODD	ISSUED FOR APPROVAL
A	23.01.19	RG	BJM	R. TODD	ISSUED TO COUNCIL

H 1:500
SCALE @ A1
0 10 20 30m

This plan is not to be used for construction unless issued as revision 0 or higher

Cossill & Webley
CONSULTING ENGINEERS
Mailing Address
PO Box 33152
Melbourne VIC 3004
T (03) 8548 1560
Street Address
Suite 2.04, 390 St Kilda Road
Melbourne VIC 3004
E melbourne@cosweb.com.au

CLIENT
AVID Property Group

APPROVED
RAY TODD

DESIGNED
MA

SCALE
AS SHOWN

PROJECT
SAVANA - STAGE 10

TITLE
FLP
PARKING LAYOUT

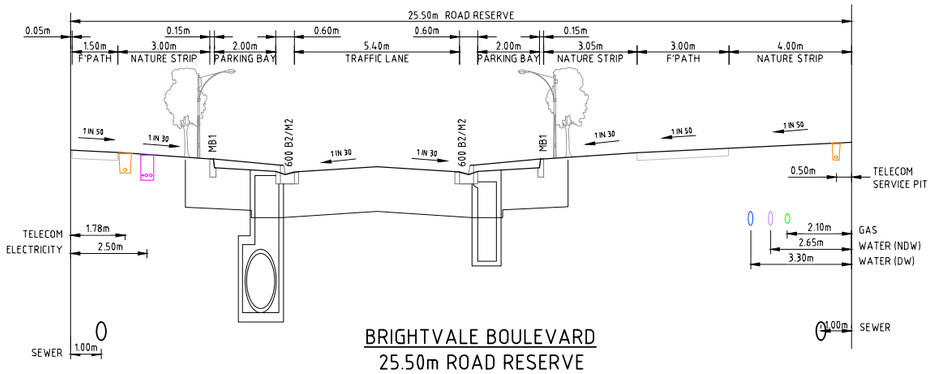
MUNICIPALITY
WYNDHAM CITY COUNCIL

PP No.
WYP9847/17

DRAWING No.
3138-10-903

REVISION
D

ORIGINAL SIZE
A1



BRIGHTVALE BOULEVARD
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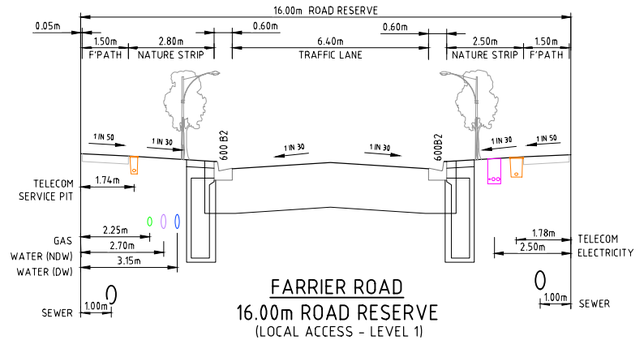
(LOCAL ACCESS- LEVEL 2)



FARRIER ROAD
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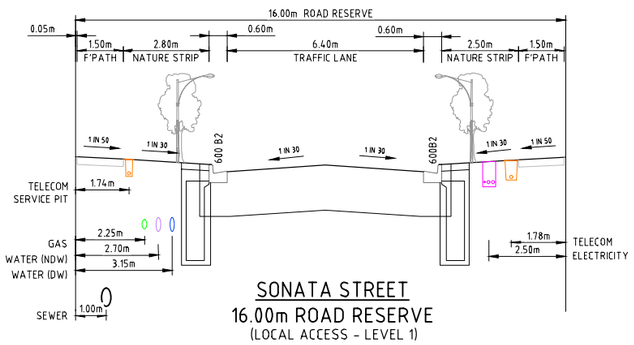
(LOCAL ACCESS - LEVEL 1)



SONATA STREET
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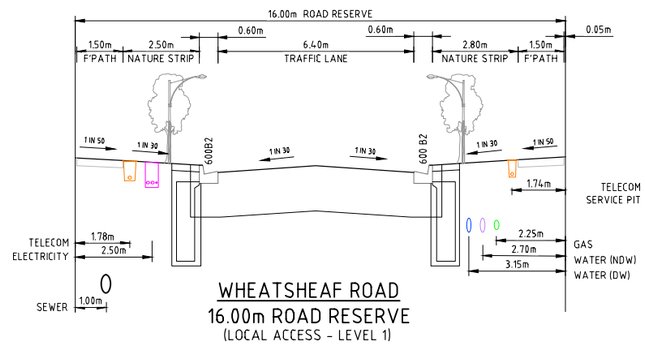
(LOCAL ACCESS - LEVEL 1)



WHEATSHEAF ROAD
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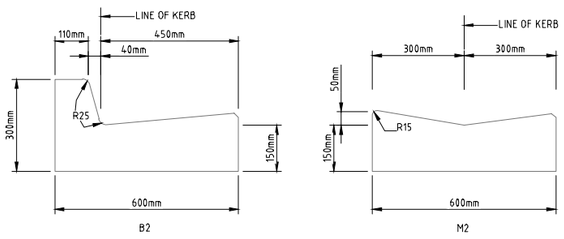
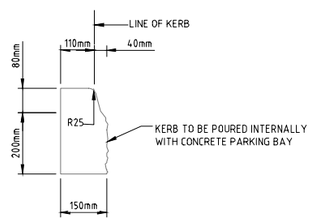
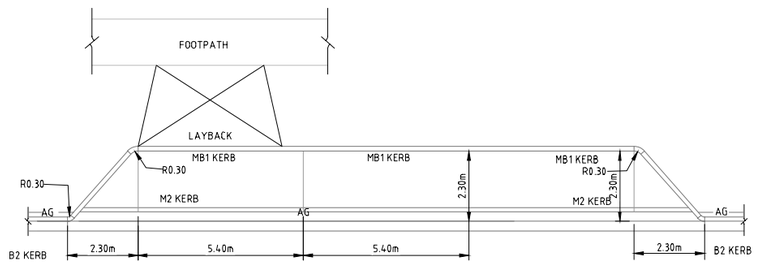
(LOCAL ACCESS - LEVEL 1)



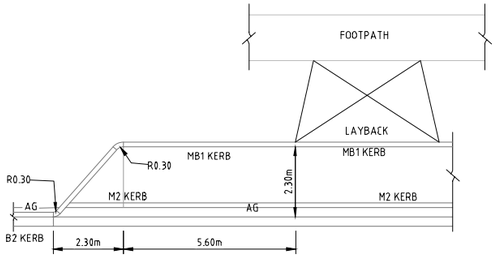
REFER M.P.A. STANDARD DRAWING FIG. 008
KERB DETAILS
NOT TO SCALE



MB1 (MODIFIED)



REFER WYNDHAM CITY COUNCIL STANDARD DRAWING SD9-1
MULTIPLE BAY WITH TAPERED ENDS
OFF-STREET CAR PARKING
NOT TO SCALE



REFER WYNDHAM CITY COUNCIL STANDARD DRAWING SD9-1
SINGLE BAY NEXT TO VEHICLE CROSSING
OFF-STREET CAR PARKING
NOT TO SCALE

REV	DATE	DRN	CKD	APP	AMENDMENT
B	30.04.19	RG	BJM	R. TODD	ISSUED FOR APPROVAL
A	23.01.19	RG	BJM	R. TODD	ISSUED TO COUNCIL

H 1:50
SCALE @ A1 0 1 2 3m

This plan is not to be used for construction unless issued as revision 0 or higher

Cossill & Webley CONSULTING ENGINEERS
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PO Box 33152
Melbourne VIC 3004
T (03) 8548 1560
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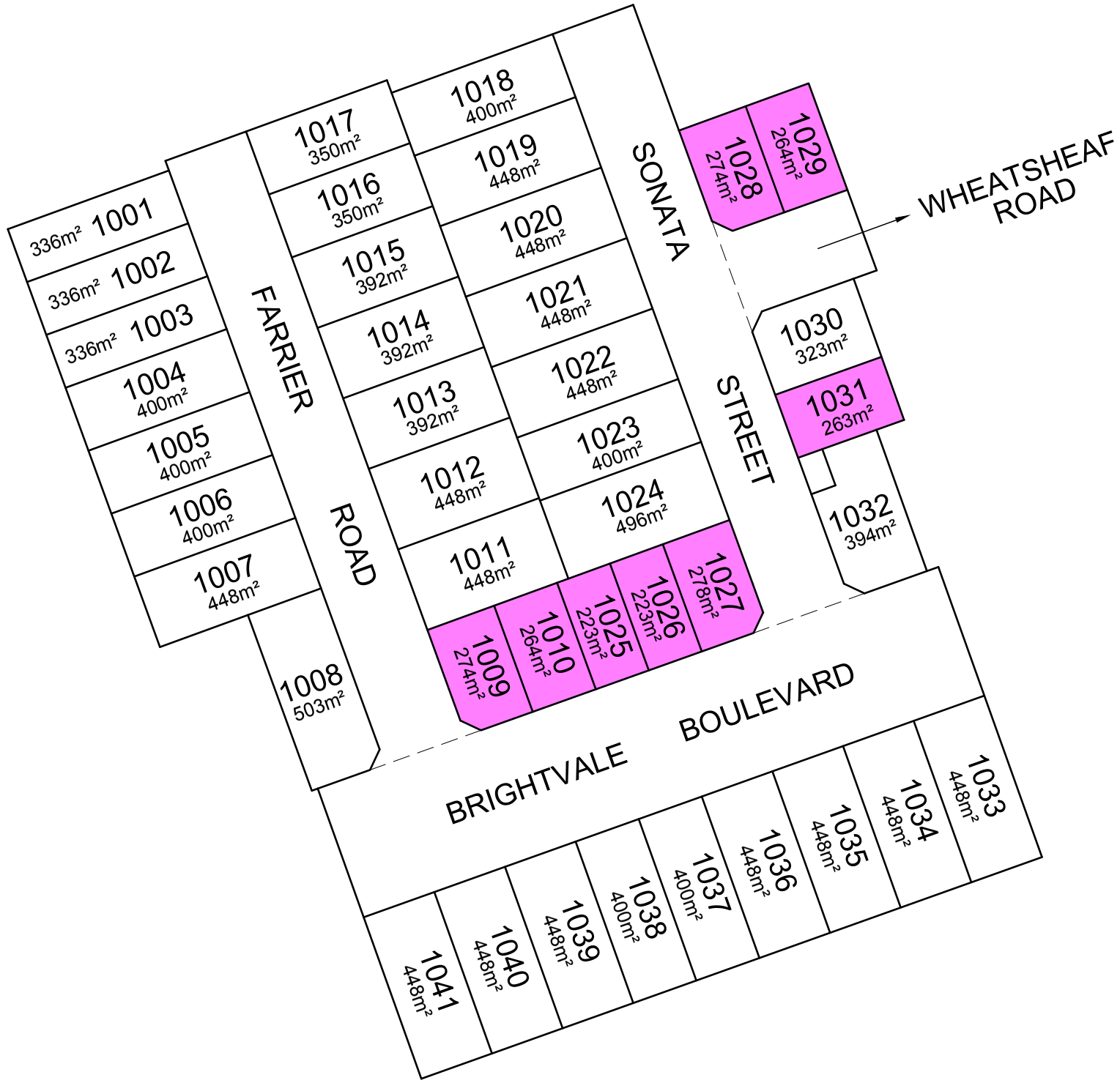
CLIENT: AVID Property Group
APPROVED: RAY TODD
DESIGNED: MA
SCALE: AS SHOWN

PROJECT: SAVANA - STAGE 10
TITLE: FLP
TYPICAL ROAD CROSS SECTIONS
MUNICIPALITY: WYNDHAM CITY COUNCIL
PP No. WYP9847/17
DRAWING No. 3138-10-904
REVISION B
ORIGINAL SIZE A1

NOTE: For Lots shown thus the City of Wyndham Small Lot Housing Code applies. These lots are subject to "Type A" conditions as designated in the City of Wyndham Small Lot Housing Code.



TAYLORS

0 10 20 30 metres
Scale 1:1000 @ A3

Job No. 02188-10_COUNCIL
Date 9/8/2017
By AP Ckd. RLI

STAGE 10 - SMALL LOT HOUSING CODE PLAN
SAVANA ESTATE, WYNDHAM VALE
CITY OF WYNDHAM

STAGE 10

p:\00000-04999\02188\acad\survey\pos and fr\stage 10\02188-s10_council.dwg | STAGE 10

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by	
Name:	Taylors Development Strategists Pty Ltd
Phone:	(03) 9501 2800
Address:	Suite 8, 270 Ferntree Gully Road, Notting Hill VIC 3168
Reference:	02188/S/10
Customer code:	11200D

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

Provisions:

1 Savana, Wyndham Vale

This MCP applies to allotments 1001- 1047 of PS809300E (also known as Stage 10 of Savana) approved under Wyndham Planning Permit No. WYP9847/17.

All care has been taken to ensure that this MCP complies with current Building Regulations. However, the owner is responsible for ensuring compliance with all statutory requirements.

In the event that requirements in this document contradict the provisions of the SLHC or ResCode, the SLHC and ResCode will prevail.

Owners, Designers and Builders should review this MCP and the current Design Guidelines in conjunction with the land sales contract.

2 Developer Approval

The siting and design of homes at Savana is to be approved by The Savana Building and Design Approval Committee (SBDAC). Approval by the SBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the SBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Wyndham Planning Scheme.

The SBDAC also reserves the right to approve applications based on architectural merit.

It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The SBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval

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

with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The SBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the SBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-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 SBDAC.

The SBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained from the SBDAC, an application for a building permit may be lodged with the City of Wyndham or an accredited building surveyor.

3 Medium and High Density Allotments

This MCP and the design guidelines do not cover integrated development sites that require a separate planning permit. Medium or high density allotments cannot be developed without obtaining a planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density allotment, the plans must be assessed and approved by the SBDAC.

All allotments with an area of 300m^2 or less are subject to the provisions set out in the Small Lot Housing Code (SLHC) incorporated into the Wyndham Planning Scheme.

4 Planning Permit

A planning permit is not required to construct or extend one dwelling on an allotment with an area of 300m² or less where the dwelling is constructed in accordance with the Small Lot Housing Code (SLHC) incorporated in the Wyndham Planning Scheme

If a dwelling is to be built outside of the provision in the SLHC, an additional planning permit is required for the proposal prior to obtaining a Building Permit. Before applying for a planning permit approval must be obtained from the SBDAC.

5 Covenants

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or this MCP, the Plan of Subdivision or the MCP will prevail.

6 Statutory Obligations

It is the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Regulations, ResCode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

7 Dwellings

Only one dwelling is permitted per property for allotments under 600m².

On an allotment greater than 600m², an additional dwelling may be permitted subject to approval from the SBDAC and City of Wyndham.

No further subdivision is permitted without the approval of the SBDAC.

8 Identical Façade Assessment

In order to uphold the integrity of all new homes, two dwellings of the same front facade shall not be built within five contiguous allotment spaces of the original allotment. Provision includes allotments either side, opposite and encompassing other street frontages where applicable.

On allotments less than 300m², two dwellings with identical facades shall not be built within two contiguous allotment spaces of the original allotment. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical facade.

This provision will not apply to integrated housing developments.

9 Architectural Characteristics

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Savana.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

10 Corner Allotment Characteristics

Dwellings constructed on corner allotments and on allotments that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the SBDAC to determine acceptable corner treatment for each corner allotment submission.

Entries and/or garages facing the secondary street frontage may be considered by the SBDAC where they are located adjoining open space and linear pedestrian open space links.

11 Porches and Entries

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the end. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

12 Dwelling Size

The siting and proportion of the dwelling on the allotment should be a well thought out response to the site.

13 Building Heights

Maximum building heights must be in accordance with ResCode requirements and where relevant, the SLHC.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the SBDAC but is not encouraged.

14 Roofs

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22° while skillion and accent sections may have a minimum pitch of 16°.

Eaves with a minimum overhang of 450mm must be provided on dwellings to any street face of single storey dwellings and to all faces of double storey dwellings. On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or coloured steel. Other non-reflective materials may be considered for review by the SBDAC.

15 Garages

A lockup garage for two vehicles must be provided on all properties with frontages greater than 10.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for allotments with a street frontage of 10.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where the garage door is located to the front of a dwelling, the door or opening of any garage must occupy less than 50% of the width of the allotment's street frontage to a maximum of 6.0m.

On two storey dwellings with garages that exceed 40% of the allotment frontage, balconies or windows above the garage are required.

For allotments with areas less than 300m², refer to the Small Lot Housing Code incorporated into the Wyndham Planning Scheme.

Refer to the Streetscape and Siting section for garage setback requirements.

16 Small Allotment Setback

Small Allotments setbacks must be in accordance with the SLHC incorporated into the Wyndham Planning Scheme.

17 Standard Allotment Setbacks

A standard allotment is an allotment which has an area greater than 300m².

The dwelling on Lot 1026 must be set back from the front boundary by a minimum of 3m.

Dwellings on all other standard allotments must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Garages may be built on side boundaries in accordance with ResCode.

Double storey dwellings must be setback from side boundaries in accordance with ResCode.

Rear setbacks are to be in accordance with ResCode.

These requirements may be varied with the written approval of the SBDAC and the City of Wyndham.

18 Standard Corner Allotment Setbacks

Where applicable, standard corner allotments must comply with the setback requirements listed in Item 17, as well as the following.

Setbacks from the secondary street frontage must comply with ResCode.

Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the allotment cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the allotment boundary but are not permitted adjacent to boundaries abutting public open space.

19 Building Envelopes

All dwellings must be constructed in accordance with ResCode and where relevant the SLHC.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the SBDAC.

20 Materials

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the SBDAC and City of Wyndham. New building materials based on recycled content is permitted.

Unless otherwise approved by the SBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface except as above.

21 Colour Schemes

A harmonious colour palette consisting of natural, subdued hues which are complimentary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.

22 Driveways

There must be only one driveway per allotment, located to align with the crossover. Garages should be sited on the allotment in response to the location of existing crossovers with driveways tapered to match crossover width. There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stencilled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.

23 Boundary Fencing

Fencing type will be consistent throughout Savana. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the SBDAC for approval.

In addition to meeting the requirements within Section 23 of this MCP, if an allotment has been identified as being a small allotment in Section 16 of this MCP then all fencing must also be in accordance with the provisions set out in the SLHC.

23.1 Front Fencing

Front fencing is not permitted on corner allotments and allotments fronting Brightvale Boulevard. Front fencing on all other allotments is permitted subject to approval.

Proposed front fences that are up to 1.2m in height and are largely transparent (ie. 50% or more) in construction are preferred. It is expected that any front fences will return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted.

Front fencing on all lots adjacent to and fronting public open space must not exceed 1.2m in height.

23.2 Side and Rear Fencing

All side and rear boundary fencing must be constructed from timber palings, to a height of 1900mm (+/-50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the SBDAC. Wing fencing must be 1900mm (+/-50mm) in height. It is encouraged to include a gate within the wing fencing; however, direct access to the

rear yard may be possible either via a gate or directly from your garage. Where timber paling fencing is used, timber capping is encouraged. Fencing constructed along the side boundary forward of the dwelling or along the front boundary is not encouraged.

23.3 Side Street Fencing

On an allotment with a side boundary that forms the rear boundary of an adjoining allotment, the side fence on that boundary can continue to the front boundary. On corner allotments, fencing to the secondary street frontage should be setback a minimum of 3.0m from the primary street frontage.

For fencing on boundaries abutting a reserve and on corner allotments, a minimum of 30% of the length of the secondary street frontage must be transparent fencing or be unfenced. All fencing should be consistent with the fencing along the primary street frontage. For the remaining length along the side boundary, a solid fence must not exceed 30% and the remaining side fence must be semi-transparent and must provide a minimum of 25% transparency.

Solid and semi-transparent fencing must be constructed from timber palings to a height of 1900mm (±50mm). Exposed posts on both sides of the palings are encouraged and palings must be on the external side fronting the street.

24 Front Landscaping

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilising appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 advanced tree (2.0m minimum height).

25 Letterboxes

Letterboxes should be designed to match and compliment the dwelling design. Single post supporting letterboxes are discouraged.

26 Liveability Considerations

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of an allotment will determine the best siting of the house on the allotment. A building's orientation plays a large part in achieving the optimum solar access for a home during winter.

Allotments on the north side of a street will have sunny backyards – good for private outdoor living.

Allotments on the south side of a street will have sunny front yards – good for show piece gardens.

Allotments facing east-west will have sunny side yards to the north – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

27 Solar Heating Panels

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

28 Rainwater Tanks

Rainwater storage is encouraged. The rainwater tank and all accessories must not be located in front of the dwelling or be visible from the street and public spaces. The rainwater tank and all accessories must be coloured to match the dwelling.

To help calculate the size of water storage that may be required please contact the Department of Environment and Primary Industries for appropriate storage requirements in relation to the collection area provided.

29 Recycled Water

Recycled water will be in use at Savana for toilet flushing and garden usage. All dwellings are required to connect to this service to reduce the consumption of potable water.

30 Energy Ratings

It is the applicant's 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.

31 NBN Co.

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

32 Sheds

Sheds should be constructed of materials and colours consistent with and complimentary to, the materials used for the dwelling. Coloured Steel and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view must be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m^2 and not exceed a maximum height of 2.5m.

33 Pergolas, Patios & Decking

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the SBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The SBDAC will assess these on their merits. Please note that later date stand-alone submissions will incur an additional assessment fee.

34 Ancillary Items

All external plumbing must be out of public view, with the exception of gutters and downpipes.

Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling.

Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

35 Maintenance of the Allotment

Prior to the occupation of a dwelling, the allotment must be maintained by keeping the grass cut, and the allotment free from rubbish. Builder's waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. If any allotments are not maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the allotment owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level.

Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the SBDAC to determine if allotments are being maintained to an acceptable level.

36 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

37 Signs

Signs (other than a 'Home for Sale' or a builder's sign) must not be erected without the prior approval of the SBDAC.

'Home for Sale' signs may only be erected after the completion of construction of the dwelling and only with the prior approval of the SBDAC.

Builder's signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign is permitted per dwelling at any one time and these signs must be removed once the property is sold.

The SBDAC reserves the right to access and remove signs that do not comply without providing notice to the allotment owner.

38 Definitions

Articulation means both horizontal and vertical projection forward and back from the primary building face.

SBDAC means the Savana Building and Design Approval Committee that includes AVID Property Group Nominees Pty Ltd as the developer/owner of Savana Residential Estate.

Building has the same meaning as in the Building Regulations.

Building Act means the act of the Victorian Parliament known as the Building Act 1993.

Building Envelope means an area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme

Building Permit means a building permit in terms of the Building Regulations.

Corner Allotment means an allotment with a corner where each boundary connects to a street or public open space.

Design Guidelines mean the Design Guidelines which may be amended on occasions at the developer's discretion, subject to Wyndham City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

Developer means AVID Property Group Nominees Pty Ltd.

Dwelling means a building used as a self-contained residence which must include:

• A kitchen sink;

• Food preparation facilities;

• A bath or shower; and

• A closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

Frontage means the road alignment at the front of an allotment. If an allotment abuts two or more roads, the one to which the building or proposed building faces.

Front Garden includes any area between the building line and the front boundary of an allotment and side street boundary or boundary abutting public open space of a corner allotment that is visible from a street.

Height has the same meaning as in the Building Regulations.

Allotment has the same meaning as in the Building Regulations.

On the Boundary includes a setback of up to 200 millimetres from the allotment/property boundary.

Private Open Space means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Regulations mean the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

ResCode means the residential development provisions incorporated into the Wyndham Planning Scheme and the Building Regulations.

Scheme means the City of Wyndham Planning Scheme.

Secluded Private Open Space means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy.

Secondary Street means the street that runs along the side boundary of a property when located on a corner.

Setback means the minimum distance from any allotment boundary to a building.

Side Boundary means a boundary of an allotment that runs between and connects the street frontage of the allotment to the rear boundary of the allotment.

Site Coverage means the proportion of a site covered by buildings.

Storey means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine.

Street, for the purposes of determining setbacks, street means any road other than a footway or carriageway easement.

Window has the same meaning as in the Building Code of Australia.

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WYP9847/17

21 December 2018

Tract Consultants Pty Ltd
L 6 6 Riverside Qy
SOUTHBANK VIC 3006

Dear Sir/Madam,

Planning Permit Application No.:	**WYP9847/17**
Description:	**Staged residential subdivision, creation of restriction, and removal of native vegetation**
Location:	**50 Hobbs Road WYNDHAM VALE VIC 3024**
	V 11499 F 802 L A PS 612203 Werribee Parish

I advise that your application for a planning permit has been approved under the Wyndham Planning Scheme and the permit is enclosed.

This permit should be carefully considered as Council's approval is subject to the proposed use/development complying with all permit conditions.

If endorsed plans are not enclosed with the permit, please check the conditions to ascertain whether amended plans are required. You are reminded that the proposal permitted cannot commence before amended plans have been submitted to and approved by Council.

Should you have any further enquiries regarding the above matter, please contact me on 8734 5463.

Yours faithfully,

Johnny Zhang
Senior Town Planner

Encl.

PLANNING PERMIT	Application No.: WYP9847/17 Planning Scheme: Wyndham Planning Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: **V 11499 F 802 L A PS 612203 Werribee Parish**

Land Address: **50 Hobbs Road WYNDHAM VALE VIC 3024**

THE PERMIT ALLOWS:

Staged residential subdivision, creation of restriction, and removal of native vegetation

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

General modified subdivision plan

1. A plan of subdivision must not be lodged with the Council for certification under the Subdivision Act 1988 until a modified plan has been submitted to and approved by the Responsible Authority. When approved the plan will be endorsed and will then form part of this permit. The plan must be generally in accordance with the plans (Drawing No: 0316-0728-50 D001, Revision: 09, 04 July 2018) but modified to show in particular:

   (a) Information of Native vegetation removal for the tress to be removed, in accordance with the submitted Arboricultural Assessment and Report (Treelogic Ref. 4340).
   (b) All trees to be retained and associated tree protection zones, in accordance with the submitted Arboricultural Assessment and Report (Treelogic Ref. 4340).
   (a) The extended permit area for proposed native vegetation removal must be within the permit boundary.
   (b) A notation on the plan to show the off shared pathways must be at least 3m wide.
   (c) A notation on the plan to show the provision of traffic calming device on the East-West local access street in stage 13.
   (d) A notation on the plan to show the provision of traffic calming device on the East-West local access street in stage 14.

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No subdivision layout alteration

2. The subdivision permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

Stage Plan

3. A sequential staging plan, with a staging and sequencing table on the plan, must be submitted to and approved by the responsible authority. When approved, the staging plan will be endorsed and will then form part of the permit. The subdivision of the land must proceed in the order of stages shown on the endorsed plan except with prior written consent of the responsible authority.

Storm Water Management Strategy

1. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy including associated modelling must be submitted and approved by responsible authority. When approved the plan will be endorsed and will then form part of this permit.

Building Envelopes (lots greater than 300sqm)

5. Before certification of a Plan of Subdivision for each stage of the subdivision under the Subdivision Act 1988, where building envelopes are proposed, a plan/document showing building envelopes for each lot of 300sqm in area or greater to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the building envelope plan/document will be endorsed under this permit.

6. Before certification of a Plan of Subdivision for each stage of the subdivision under the Subdivision Act 1988, where building envelopes are proposed, a restriction must be added to the relevant Plan of Subdivision to give effect to the building envelopes.

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The restriction must include the following to the satisfaction of the Responsible Authority.

(a) Building envelopes in accordance with plans endorsed under this permit shown for each relevant lot;
(b) Any buildings constructed on a lot containing a building envelope to conform to the relevant envelope;
(c) The construction of a building outside a building envelope may only occur with the written consent of the Responsible Authority.
(d) Dwellings on corner lot (including lots interfacing with pedestrian links) should restrict boundary fencing to no more than 1.2m in height forward of the front wall of the dwelling.

Payment of Development Infrastructure Contribution

7. A development infrastructure levy must be paid to the Collecting Agency in accordance with the provisions of the approved Development Contributions Plan applying to the land. Unless otherwise agreed in accordance with Wyndham West Development Contributions Plan, the Development Infrastructure Levy must be paid to the Collecting Agency within the times specified in the Development Contributions Plan or if no time is specified then after certification of the relevant plan of subdivision but not more than 21 days before a Statement of Compliance is issued in respect of that plan under the Subdivision Act 1988.

8. Unless otherwise agreed in accordance with Wyndham West Development Contributions Plan, a Schedule of Development Contributions must be submitted with each stage of the plan of subdivision. This Schedule of Development Contributions must show the amount of development contributions likely to be payable for each subsequent stage and the value of the development contributions in respect of prior stages to the satisfaction of the Collecting Agency.

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Small Lot Housing Code (C1 – Ballan Road PSP)

9. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Wyndham Planning Scheme.

   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.

Kangaroo Management Plan (C2 – Ballan Road PSP)

10. Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Department of Environment, Land, Water & Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

    The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

Protection of conservation areas and native vegetation during construction (C3- Ballan Road PSP)

11. Unless otherwise agreed by the Responsible Authority, before the start of construction or carrying out of works the conservation area, scattered native tree or patch of native vegetation identified in the incorporated Ballan Road Precinct Structure Plan the developer of the land must erect a conservation area/vegetation protection fence that is:

    (a) highly visible;
    (b) at least 2 metres in height;
    (c) sturdy and strong enough to withstand knocks from construction vehicles;

(d) in place for the whole period of construction;
(e) located the following minimum distance from the element to be protected:

Element	Minimum distance from element
Conservation area	2 metres
Scattered tree	twice the distance between the tree trunk and the edge of the tree canopy
Patch of native vegetation	2 metres

Construction stockpiles, fill, machinery, excavation and works or other activities associated with the buildings or works must:

(f) be located not less than 15 metres from a waterway;
(g) be located outside the vegetation protection fence;
(h) be constructed and designed to ensure that the Conservation Area or scattered trees or patches of native vegetation identified for retention in the Precinct Structure Plan are protected from adverse impacts during construction;
(i) not be undertaken if it presents a risk to any vegetation within a Conservation Area; and
(j) be carried out under the supervision of a suitable qualified ecologist or arborist.

Environmental Management Plan (C4 – Ballan Road PSP)

12. The subdivision, buildings or works must not commence until an Environmental Management Plan for the relevant works has been approved to the satisfaction of the Department of Environment, Land, Water & Planning, unless otherwise agreed by the Department of Environment, Land, Water & Planning.

Salvage and translocation (C5 – Ballan Road PSP)

13. The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2014) must be implemented in the carrying out of development to the satisfaction of the Department of Environment, Land, Water & Planning.

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Land Management Co-operative Agreement - Conservation Areas (C6 – Ballan Road PSP)

14. Before the issue of a statement of compliance for the last stage of the subdivision, the owner of the land:

    1) Enters into an agreement with the Department of Environment, Land, Water & Planning under section 69 of the Conservation Forests and Lands Act 1987, which must:
        a) Must provide for the conservation and management of that part of the land shown as a conservation area in the Ballan Road Precinct Structure Plan; and
        b) May include any matter that such an agreement may contain under the Conservation Forests and Lands Act 1987.
    2) Makes application to the Registrar of Titles to register the agreement on the title to the land.
    3) Pays the reasonable costs of the Secretary to the Department of Environment, Land, Water & Planning in the preparation, execution and registration of the agreement.

    The requirement for a Land Management Co-operative Agreement in this clause does not apply to land of any lot or part of a lot within a conservation area identified in the Precinct Structure Plan that:
    4) is identified in a Precinct Structure Plan as public open space and is vested, or will be vested, in the council as a reserve for the purposes of public open space; or
    5) is identified in a Precinct Structure Plan as a drainage reserve and is vested, or will be vested, in Melbourne Water Corporation or the council as a drainage reserve; or
    6) is within a Conservation Area identified in a Precinct Structure Plan for nature conservation and is vested, or will be vested, in the Department of Environment, Land, Water & Planning for conservation purposes; or
    7) is the subject of an agreement with the Department of Environment, Land, Water & Planning to transfer or gift that land to:
        a) the Department of Environment, Land, Water & Planning;
        b) the Minister for Environment and Climate Change; or

c) another statutory authority.

8) to the satisfaction of the Department of Environment, Land, Water & Planning.

Landscape Estate Masterplans (for large estates with multiple properties)

15. Before the commencement of works, a landscape master plan for the whole of the subdivision must be approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show and include:

(a) The landscaping theme and graphical concepts to be developed for the subdivision;
(b) The type of species to be used for street tree planting in various stages of the subdivision;
(c) The areas which will be available for landscaping;
(d) Landscaping treatment (the drainage corridor as shown on the application plan) consistent with the relevant conservation management plan approved under the *Environment Protection and Biodiversity Act 1999* unless otherwise agreed by the Department of Sustainability and Environment;
(e) Entrance treatments;
(f) The principles and graphical concepts of the proposed treatment of the open space and drainage reserves;
(g) How the subdivision will achieve the minimum level of streetscape diversity required by the Precinct Structure Plan; and
(h) How any landscape requirements or guidelines within the Precinct Structure Plan are proposed to be implemented.

General Landscaping

16. Landscape plans are required to be submitted to and approved by Council's City Presentation Department prior to the issue of a Statement of Compliance. These plans will show the development of reserves to include playgrounds, paths and shared trails, park furniture, landscaping and recreation facilities as appropriate to

the size and proposed use of the reserve, and in accordance with the endorsed plans. The following is also required to be shown on the plans:

(a) All surface treatments.
(b) The location, type and height of all fencing.
(c) The botanical name, height and width at maturity, and location of all vegetation to be used.
(d) A works specification and the method of preparing, draining watering and maintaining the landscape area.
(e) A barrier, where necessary, to prevent vehicles causing damage to garden areas.

Landscaping of Reserves including Rubbish/Weed Removal

17. The reserve(s) shown on the endorsed plan(s) must be cleared of all rubbish, noxious weeds, debris and spoil and must be levelled, graded and developed to the satisfaction of the Responsible Authority, specifically Council's City Presentation Department, to allow for future maintenance by Council. Such landscaping must be in accordance with a plan approved by the Responsible Authority prior to certification of the Plan of Subdivision.

Public Open Space Contribution

18. Before the Statement of Compliance for any stage is issued under the Subdivision Act 1988, a public open space contribution as specified for the land in the Schedule to Clause 52.01 of the Wyndham Planning Scheme must be made to the Council in a manner which is consistent with the Precinct Structure Plan applying to the land.

Landscaping Bonds

19. Landscaping bonds to a value agreed to be the Responsible Authority, must be paid prior to the issue of Statement of Compliance. These bonds are to comprise 150% of the total value of the landscaping works to cover the outstanding works and a further 35% of the total landscaping cost to cover the maintenance Period.

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Street Trees

20. The owner or developer of the subject land must plant street trees within the subdivision permitted by this permit to the satisfaction of the Responsible Authority. Such street tree planting must be in accordance with the plan approved by the Responsible Authority.

Landscape Handover

21. The landscaping maintenance period will be for a minimum two (2) summers prior to Handover to the Responsible Authority. During this period, the developer must maintain the landscaping works to the satisfaction of, and at no cost to, the Responsible Authority. Detailed 'as constructed' plans, in a format agreed with Council, must be provided prior to the issue of the Practical Completion Certificate.

Servicing of Reserves

22. Those reserves shown on the endorsed plan(s) and nominated by the Responsible Authority must be provided with the following services and facilities to the satisfaction of and at no cost to the Responsible Authority. Generally utilities such as power and water are required for neighbourhood parks and power, water, gas and sewer as required for active recreation reserves and district open space.

    (a) City West Water approved water tapping;
    (b) Powercor approved power pillar box to provide the necessary power supply for the reserve;
    (c) A sewer point for the entire reserve;
    (d) An industrial type vehicle crossing and security gate; and
    (e) Security lighting.

    The provision of the above services and facilities must include payment of all associated fees and charges.

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Weed Control

23. Weed control of the identified serious threat environmental weeds and all noxious weed species must occur prior to any development and removal/relocation of soils. Such weeds (and any colonies in the event of soil disturbance or importation of soils and other actions) as well as any regrowth of previously controlled weeds are to be controlled throughout the development process and maintenance period. Weed control must be at no cost to and to the satisfaction of the Responsible Authority before the site is transferred to Council for future management/maintenance.

O-Spec Drawing Requirement

24. Prior to the issue of a Practical Completion for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:

    (a) An electronic copy of all 'as constructed' landscape drawings, and relevant files in both Autocad DWG and Adobe PDF file formats. The minimum resolution of the PDF required is 300dpi.
    (b) 'As-constructed' open space/landscape asset information for open space/landscape and related assets in digital format in accordance with O-Spec (the Consultant/Developer Specifications for the delivery of the digital data to Local Government).

Construction Management Plan – Bushfire Risk (Requirement 50 of Ballan Road PSP)

25. Prior to the commencement of works, a Construction Management Plan (CMP) that addresses Bushfire Risk Management must be submitted to and approved by the Responsible Authority and the CFA. The CMP must specify, amongst other things:

    (a) Measures to reduce the risk from fire within the surrounding rural landscape and protect residents from the threat of fire;
    (b) A separation buffer, consistent with the separation distances specified in AS3959-2009, between the edge of development and non-urban areas;

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(c) How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

Functional layout plan

26. Prior to the submission and approval of construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, must be submitted to and approved by the responsible authority. This plan must be in accordance with the endorsed Subdivision Permit Plan and endorsed Stormwater Management Plan.

When approved, the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale, with dimensions, and must show:

(a) the subdivision layout, including preliminary street names, lot areas, lot numbers and the width of each road reserve;
(b) topography and existing features, including contours for the subject land and any affected adjacent land;
(c) the location of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land;
(d) details of tree protection zones for all trees to be retained on site;
(e) any trees proposed for removal from the site clearly designated;
(f) typical cross sections for each road, demonstrating service offsets and street trees;
(g) a table of utility services and street trees;
(h) location and alignment of kerbs, indented parking bays, footpaths, shared paths, bus stops and traffic control devices (signals, roundabouts, splitter islands, etc.) including critical swept path diagrams and turning templates;
(i) the proposed minor drainage network and any land required for maintenance purposes;
(j) the major drainage system, including outfall drains, wetlands and/or waterways and any land required for maintenance purposes;

(k) overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
(l) the drainage outfall system indicating a legal point of discharge for all allotments and any access requirements for construction and/or maintenance;
(m) preliminary location of reserves for electrical kiosks;
(n) works external to the subdivision, including both interim and ultimate access requirements;
(o) provision of notional on-street parking for all lots at a rate of one car space per dwelling; and
(p) traffic calming devices where the straight section of the road exceeds more than 200m.

Certification plan requirements

27. An endorsed copy of the plan(s) to be certified under the Subdivision Act must form part of this permit. The plan must show all bearings, distances, street names, lot numbers and any necessary easements and reserves, in accordance with the approved Functional Layout Plan.

Construction Plans

28. Before any road and/or drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved and the plan of subdivision has been lodged for certification with 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 must include:

(a) Engineering plans, sewer and water reticulation plans, drainage computations and catchment plans, traffic assessment reports, geotechnical reports, pavement design and specifications of the proposed works that are to become public assets;

(b) all details of works consistent with the approved Functional Layout Plan and lodged plan of subdivision;
(c) design for full construction of pavements with kerb and channel in accordance with the approved Functional Layout Plan;
(d) concrete footpaths/shared paths in all streets and reserves in accordance with the approved Functional Layout Plan/Precinct Structure Plan;
(e) underground drainage;
(f) all aspects of the stormwater drainage system including drainage reserves, retarding basins, wetlands, stormwater connections, outfalls and any Water Sensitive Urban Design measures (where applicable);
(g) a drainage asset management and maintenance schedule (where applicable);.
(h) indented car parking bays where appropriate;
(i) temporary turn around areas for waste collection vehicles at the temporary end of any road that services more than two (2) lots;
(j) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan. Each lot created by the subdivision permitted by this permit must be provided with all services to the satisfaction of the Responsible Authority;
(k) a vehicle crossing to each lot in accordance with Council standards;
(l) location of public lighting and underground electricity supply within all streets;
(m) details of any traffic control measures;
(n) details in relation to any cut and/or fill on the site;
(o) details of any tree protection zones;
(p) splays (min 3m x 3m) which must be provided at all intersections of the local road networks;
(q) splays of 2m x 2m which must be provided at the intersection with any laneway
(r) street signs in accordance with Council's standard design;
(s) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
(t) appropriate methods for protecting environmental and heritage assets during the construction phase of the subdivision;
(u) high stability permanent survey marks;
(v) appropriate signage;
(w) school crossing(s) where appropriate;

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Works must not commence prior to the issue of a certified plan of subdivision and approval of engineering construction plans. All works shown on the endorsed plans must be constructed in accordance with the approved plans, guidelines and specifications prior to Council issuing a Statement of Compliance for the relevant stage

Vehicle Access

29. Vehicle access to and egress from the subdivision permitted by this permit must be designed and constructed to the satisfaction of the Responsible Authority. Such roadworks must be designed and constructed at no cost to Council.

Filling of land

30. Before any filling works associated with the subdivision commence, bulk earthworks plans must be submitted to and approved by the responsible authority. When approved, the bulk earthworks plans will be endorsed and will then form part of the permit. Works must not commence prior to the approval of an SEMP. All works shown on the endorsed plans must be done under 'Level 1 Inspection and Testing' conditions, as per Australian Standard AS3798. Level 1 test reports, compiled by a reputable geotechnical engineer, must be submitted to council prior to the issue of a Statement of Compliance.

The owner or developer of the subject land must ensure that wherever the approved construction plans for roadworks and drainage show filling exceeding 300mm compacted depth (finished surface level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the construction plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

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Construction vehicle Access

31. During construction works under this permit, access to and egress from the subject land must be via a route approved by the responsible authority.

As Constructed Plans

32. Prior to the issue of a Statement of Compliance for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:

    (a) An electronic copy of all 'as constructed' drawings, and relevant files in both AutoCAD DWG and Adobe PDF file formats. The minimum resolution of PDF required is 300dpi;
    (b) An electronic copy of the 1 in 5 and 1 in 100 year catchment plans and relevant computations in Adobe PDF file formats
    (c) 'As-constructed' asset information for drainage and related assets in digital format in accordance with D-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government);
    (d) 'As-constructed' asset information for assets within the road reserve in digital format in accordance with R-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government). Street tree data is to be supplied in accordance with R-Spec prior to the issue of the Certificate of Practical Completion for landscape works; and
    (e) A Certificate of Compliance for Design and a Certificate of Compliance for Construction for the following infrastructure items constructed as part of the subdivision development:
        i. Retaining walls;
        ii. Entrance structures;
        iii. Bridges;
        iv. Culvert structures; and/or
        v. Other structures as applicable

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Reticulated Services

33. Prior to the issue of a Statement of Compliance, reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot, including reserves, shown on the endorsed plan.

Third Pipe Recycled Water Infrastructure (Requirement 92 of Ballan Road PSP)

34. Third pipe recycled water infrastructure must be provided to each lot to the satisfaction of the Responsible Authority.

Dual Pipe Recycling Water (Requirement 93 of Ballan Road PSP)

35. Unless otherwise agreed in writing with City West Water, the developer must enter into an agreement with City West Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source to all lots and open space reserves provided in the subdivision.

Dual Plumbing for Recycled Water Supply (Requirement 94 of Ballan Road PSP)

36. Prior to the Statement of Compliance for the relevant Stage, any plan of subdivision must contain a restriction with provides that no dwelling or commercial building may be constructed on any allotment unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

Undergrounding of Electricity Cables (Requirement 97 of Ballan Road PSP)

37. All existing above ground electricity cables of less than 66kv voltage must be placed underground as part of the upgrade of existing roads to the satisfaction of responsible authority.

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Residential Stormwater Drainage

38. Provision must be made for the drainage of each allotment shown on the endorsed plan(s) to the requirements and satisfaction of the responsible drainage authority. Drainage of the subject land for residential purposes must be provided by underground drainage systems catering for up to 1 in 5 year storm return periods. Flows in excess of 1 in 5 year storm return periods, up to and including 1 in 100 year storm return periods must be accommodated in separate channels and/or within the road reserves and/or within the provided drainage system

    Unless otherwise agreed by the Responsible Authority, all urban storm water systems must incorporate measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total:-

    (a) 80% of suspended solids;
    (b) 45% phosphorus;
    (c) 45% nitrogen; and
    (d) 70% litter/gross pollutants larger than 5mm.

Site Environmental Management Plan

39. Prior to the commencement of any works, including any vegetation removal and works required by other authorities, a Site Environmental Management Plan must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit.

    The SEMP must be in accordance with Council's SEMP template and guidelines. The approved SEMP must be implemented at all times to the satisfaction of the Responsible Authority. Any non-compliance may be enforced under the Planning and Environment Act and other related legislation.

    Access to the site must be available at all times for Council representatives to monitor implementation of the SEMP.

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Senior Town Planner

The SEMP applies for all works approved in this Permit up to where public land is handed over (and accepted) by the relevant authority and the remainder is completely in private ownership.

(a) Prior to commencement of works, contractors must be inducted into the SEMP and all flora and fauna conservation requirements.
(b) Prior to commencement of works, the works zone must be enclosed by secure and obvious temporary fencing. The work zone fence must remain in place until works are completed. Fill, machinery and building materials must not be placed outside of the works zone.
(c) All litter and building waste must be contained on the site and must not be allowed to leave the site until the time it is correctly disposed of.
(d) All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
(e) Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
(f) Noxious weeds and serious threat environmental weeds must be controlled. 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. Weed control must be at no cost to and to the satisfaction of the Responsible Authority.
(g) Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.

40. Tree protection fencing must be erected around the Tree Protection Zone of all trees to be retained on or adjacent to works (including street trees) prior to the commencement of works. The fence must remain in place until all works are completed to the satisfaction of the Responsible Authority.

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All tree protection zones and fencing must comply with *AS 4970-2009 Protection of Trees on Development Sites* and Wyndham City's Tree Protection Guidelines to the satisfaction of the Responsible Authority.

Except with the written consent of the Responsible Authority, within the tree protection zone, the following are prohibited:

(a) vehicular or pedestrian access
(b) trenching or soil excavation
(c) storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products
(d) entry and exit pits for underground services
(e) any other actions or activities that may result in adverse impacts to retained native vegetation.

Any encroachment into the Tree Protection Zone will condition a requirement to submit a Tree Management Plan as per AS 4970-2009 to the satisfaction of the Responsible Authority.

Tree Management Plan

41. Prior to the commencement of any works, including any vegetation removal or works required by other authorities, a Tree Management Plan must be submitted to and approved by Council.

The Tree Management Plan must include:

1) A tree assessment/survey:
   (a) Trees to be positioned on a map, named to at least to species level (tree defined as any woody vegetation over 2m high)
   (b) All trees within proximity (20m) to the works to be marked (edge of works to be specified and Tree Protection Zones according to AS 4970-2009 section 1.4.7 to be marked.

(c) An assessment of the height, canopy spread, health, structure, age, useful life expectancy of all trees marked on the map.

2) The design/plan/map with Arboricultural impact:
   (a) Trees marked for removal due to the proposed works
   (b) Edge of works to be marked. Works include as per AS4970-2009 section 4.2:
      i. machine excavation including trenching;
      ii. excavation for silt fencing;
      iii. cultivation;
      iv. storage;
      v. preparation of chemicals, including preparation of cement products;
      vi. parking of vehicles and plant;
      vii. refuelling;
      viii. dumping of waste;
      ix. wash down and cleaning of equipment;
      x. placement of fill;
      xi. lighting of fires;
      xii. soil level changes;
      xiii. temporary or permanent installation of utilities and signs, and
      xiv. physical damage to the tree.
   (c) Trees marked for retention and works encroaching the Tree Protections Zone according to AS 4970-2009 sections 1.4.7 to be marked
   (d) Structural Root Zones marked when tree is for retention and encroachment occurs (AS 4970 section 1.4.5)

3) Tree protection plan including:
   (a) A description of proposed protective fencing as per AS4970-2009 section 4.3.
   (b) A description of proposed signage as per AS 4970-2009 section 4.4.
   (c) A description of proposed ground protection as per AS4970-2009 section 4.5.3.
   (d) A description of proposed root protection during works within the Tree Protection Zone as per AS 4970-2009 section 4.5.4

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4) The tree management documentation is to be prepared by someone with no less than AQFL5 in Arboriculture. We prefer the information to be given both as a document and a GIS file. The plan is to be available onsite at commencement of and during works. All visitors or workers inducted onto the site should include a siting and explanation of the Tree Management Plan. A suitably qualified arborist (AQFL5) should be employed onsite when any encroachment of the TPZ occurs.

Native vegetation

42. Prior to certification, proof of payment to the Department of Environment, Land, Water and Planning (DELWP) must be received by the Responsible Authority for habitat compensation offsets consistent with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (BCS).

43. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any trees, understorey, or revegetation areas unless a permit allows removal of the affected vegetation.

Removal of excavated material

44. Approval for the removal and disposal of any excavated material or top soil from the subject land is required from the Council.

Dust from material stockpiles

45. Adequate measures must be undertaken to ensure dust from materials stockpiled does not affect adjoining properties or surrounding area, to the satisfaction of the Responsible Authority. Adequate measures to control dust must be in place at all times whilst works are being undertaken to the satisfaction of the Responsible Authority.

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During Construction

46. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the Public Health and Wellbeing Act 2008. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.

Agreement with relevant authorities for utility services

47. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

Serviced Lots

48. Prior to its use for any purpose, each lot created by the subdivision permitted by this permit must be provided with reticulated water, sewerage and electricity, roads and drainage to the satisfaction of the Responsible Authority.

Provision of Telecommunications services

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

    (a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
    (b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in

an area where the National Broadband Network will not be provided by optical fibre.

Telecommunications services prior to SoC

50. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

    (a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
    (b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Easements to be set aside

51. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created. Easements will not be permitted on areas set aside as unencumbered open space. Where there is no alternative available, compensation will be payable at a valuation determined by the Responsible Authority.

Melbourne Water Condition

52. Prior to approval of detailed engineering design of Stage 10, or alternatively the first subdivisional stage proposed to drain to the east (Werribee River), an amended Stormwater Management Strategy (SMWS) must be submitted to and accepted by Melbourne Water. The SMWS must be generally in accordance with the "Water

Quality Report - Savana Precinct 1 & 2 and Wynbrook Village 3 & 4", prepared by Cardno, ref V161345C, dated 23 May 2018 but amended to include the following:

(a) Confirmation that the overall capacity of the flood plain (ie cut/fill balance) will not be reduced through the construction of additional earthworks (ie bund) as part of the stormwater quality assets
(b) Evidence must be provided to Melbourne Water that Wyndham City Council has accepted the design and location of the stormwater quality asset
(c) Confirmation of the details concerning the proposed temporary sediment basin to service stages draining east prior to Stage 12, and confirmation that the developer is to construct and maintain temporary assets until ultimate assets are constructed and finalized

53. Prior to issue of Statement of Compliance of Stage 12, the downstream Bioretention Basin must be constructed to Council's satisfaction for provision of stormwater quality treatment for all stages draining east of the estate. Council satisfaction of the completed works must be forwarded to Melbourne Water for our records. Prior to the consent to Statement of Compliance of any stages draining east prior to and including Stage 12, sufficient evidence of the progress of the Bioretention Basin concurrent to the subdivision works of stages leading up to Stage 12 must be to Melbourne Water's satisfaction and forwarded to Melbourne Water for approval and records.

54. All costs associated with the preparation and registration of this agreement is to be borne by the landowner and/or developer.

55. The Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

56. Prior to commencement of any works in proximity to the Werribee River, a separate application direct to Melbourne Water's Asset Services team must be made for formal approval. The application must be made via the 'Apply Online' section of the Melbourne Water website.

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57. Prior to the issue of a Statement of Compliance for the subdivision, 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.

58. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the development (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.

59. If a Certified Survey Plan is required, the CSP prepared by or under the supervision of a licensed land surveyor, showing levels reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that the land has been filled in accordance with Melbourne Water's requirements. The CSP must show 1 in 100 year flood levels and extents associated with any existing or constructed Melbourne Water asset.

City West Water Condition

60. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.

61. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.

62. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Downer / AusNet Gas Condition

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

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Powercor Condition

64. 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.

65. The applicant shall:

    (a) 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.
    (b) 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.
    (c) Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
    (d) Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
    (e) 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.

66. 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.

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(a) 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 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.

(b) Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.

(c) Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.

(d) 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.

(e) 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.

Fire Hydrant Requirements

67. Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of standard C29 (Clause 56 - ResCode), fire hydrants must be provided to the satisfaction of the relevant fire authority.

Electrical Kiosk Locations

68. The plan of subdivision submitted for certification must show the location of any reserves to be used to accommodate electrical substations or kiosks to the satisfaction of the Responsible Authority. Utility reserves adjoining or within any open space reserves or within road reserves will not be permitted except with the prior written consent of the Responsible Authority.

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Certified Plans to be referred under S8 of Subdivision Act

69. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Satisfactory Continuation of Subdivision

70. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

Completion of Subdivision

71. This permit will expire if (any of the following apply):

    (a) The Plan of Subdivision for the first stage is not certified within two (2) years of the date of this permit; or
    (b) The Plan of Subdivision for the last stage of the subdivision is not certified within **five (5)** years of the date of this permit; or
    (c) The registration of the last stage of the subdivision is not completed within five (5) years of the certification of that Plan of Subdivision.

    The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

    (d) before or within six (6) months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
    (e) within twelve (12) months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

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Expiry of Permit

FOOTNOTE: In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted. If a new permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, the planning scheme or policy.

Protection of Aboriginal Heritage Places

FOOTNOTE: All Aboriginal places and objects in Victoria are protected under the Aboriginal Heritage Act 2006. It is an offence to wilfully or negligently disturb or destroy an Aboriginal place or object under the Aboriginal Heritage Act 2006.

Cultural Heritage – Approved Cultural Heritage Management Plan

FOOTNOTE: All works required and specified in the approved Cultural Heritage Management Plan must be undertaken in accordance with the approved plan approved by Aboriginal Affairs Victoria.

Cultural Heritage

FOOTNOTE: Should the discovery of Aboriginal objects be discovered during the course of the development, the discovery must be reported to Aboriginal Affairs Victoria. If suspected human remains are discovered, you must contact the Victoria Police and the State Coroner's Officer immediately. If there are reasonable grounds to believe that the remains are Aboriginal, the Department of Sustainability and Environment's Emergency Co-Ordination Centre should be contacted.

AAV Contact Details

FOOTNOTE: Information on Aboriginal cultural heritage relating to the project area may be obtained from the Aboriginal Affairs Victoria web site at http://www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage. Contact lists of

Registered Aboriginal Parties, cultural heritage advisors, maps and information for landowners are located on the website. Further, if the proposal includes Crown land, it may be necessary to consult with any parties who hold Native Title interests in the area.

Road Opening / Crossovers

FOOTNOTE: Any new or modified crossovers require separate approval from Council's Assets & Roads Department. Town Planning stamped approved plans must be presented when applying for a Consent for Works approval. Refer https://www.wyndham.vic.gov.au/services/building-planning/other-related-permits/consent-works-road-reserves. The location, design and construction of the crossover(s) is to be in accordance with Council's standard drawings. Refer https://www.wyndham.vic.gov.au/services/roads-parking-transport/plans-policies-drawings/standard-drawings. Any proposed crossover(s) must maintain a 1.0m clearance from any service provider infrastructure, 3.0m clearance from any street tree and 10.0m clearance from any intersection. If these clearance requirements cannot be maintained, service provider infrastructure may need to be upgraded/modified and street tree compensation fees may be applicable at the permit holder's cost and to the satisfaction of the Council.

Owners and Developers

FOOTNOTE: Notwithstanding the issue of this Planning Permit, Wyndham City Council has not granted its consent to the carrying out of any infrastructure project under the Wyndham West Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities. Consent to undertake an infrastructure project under the Wyndham West Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities must be obtained specifically and in writing from Wyndham City Council.

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Department of Environment, Land, Water & Planning

FOOTNOTE: 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).

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IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. *NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
   - the development or 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 an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Home Design Guidelines

Stages 9A-15 September 2018

DRAFT

savana

by AVID Property Group

CONTENTS

01 Introduction

1.1 DESIGN GUIDELINES

These Design Guidelines apply to all allotments within the Savana Development approved under Wyndham Planning Permit No. WYP7871/14

All care has been taken to ensure that these guidelines comply with current Building Regulations. However, the owner is responsible for ensuring compliance with all statutory requirements.

In the event that requirements in this document contradict the provisions of the Small Lot Housing Code or ResCode, the Small Lot Housing Code and ResCode will prevail.

Owners, Designers and Builders should review this MCP and the current Design Guidelines in conjunction with the land sales contract.

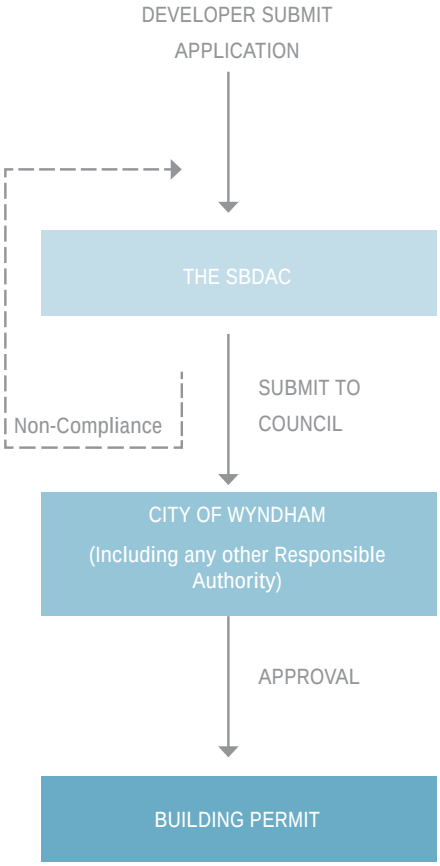


Figure 1 – Approval Process

1.2 DEVELOPERS APPROVAL

The siting and design of homes at Savana is to be approved by The Savana Building and Design Approval Committee (SBDAC). Approval by the SBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the SBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Wyndham Planning Scheme.

The SBDAC also reserves the right to approve applications based on architectural merit.

It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted. The SBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The SBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the SBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-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 SBDAC.

The SBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained, an application for a building permit may be lodged with the City of Wyndham or an accredited building surveyor.

1.3 MEDIUM AND HIGH DENSITY LOTS

The design guidelines do not cover integrated development sites that require a separate planning permit. Medium or High density lots cannot be developed without obtaining a planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density lot, the plans must be assessed and approved by the SBDAC.

1.4 PLANNING PERMIT

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m^2 where:

> an approved building envelope as defined in Part 4 of the Building Regulations 2006 applies to the lot, and

> the building envelope complies with the Small Lot Housing Code incorporated in the Wyndham Planning Scheme; and

> the dwelling is constructed or extended in compliance with the building envelope.

If a dwelling is to be built outside of an approved building envelope an additional planning permit is required for the proposal prior to obtaining a Building Permit. Before applying for a planning permit approval must be obtained from the SBDAC.

1.5 COVENANTS

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or this MCP, the Plan of Subdivision or the MCP will prevail.

1.6 STATUTORY OBLIGATIONS

It is the purchaser's 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.

02 Dwelling Design

2.1 DWELLINGS

Only one dwelling is permitted per property for lots under 600m^2.

On a lot greater than 600m^2, an additional dwelling is subject to approval from the SBDAC and City of Wyndham and may be considered for:

(a) A dependant persons unit on lots greater than 600m^2;

(b) Corner lots and

(c) Lots identified as integrated housing sites

No further subdivision is permitted without the approval of the SBDAC.

2.2 IDENTICAL FACADE ASSESSMENT

Figure 2 – Example of non compliance facades, identical facades too close together

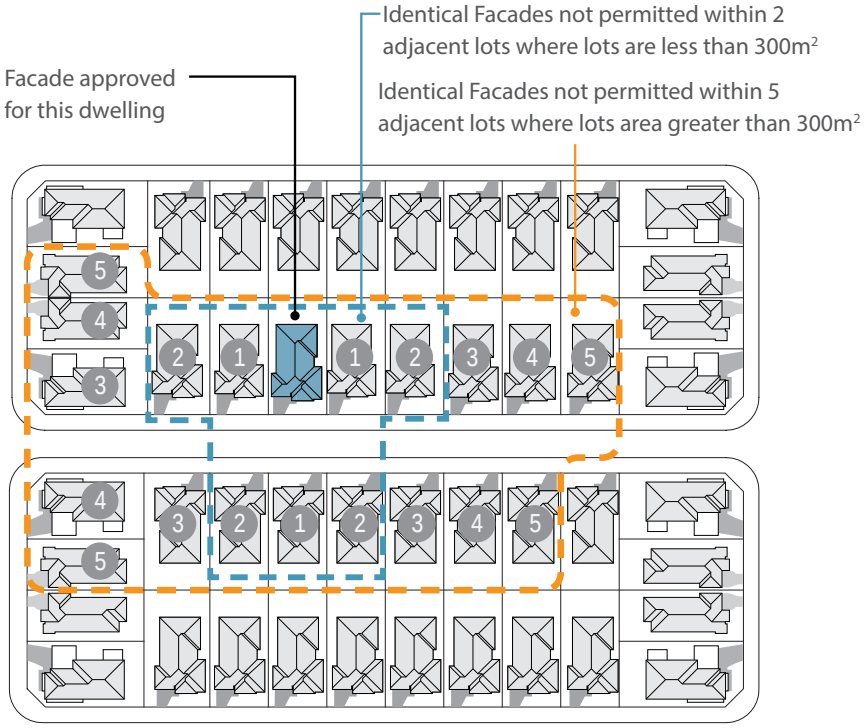


Figure 3 – Identical Facade Diagram

In order to uphold the integrity of all new homes, 2 dwellings of the same front facade shall not be built within:

> 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

> On lots less than 300m^2, 2 dwellings with identical façades shall not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical facade.

This provision will not apply to integrated housing developments.

2.3 ARCHITECTURAL CHARACTERISTICS

Figure 4 – Articulated building forms

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of SBDAC.

Architectural features such as verandahs, porticoes, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

Figure 5 – Facade detailing with contemporary awnings

Figure 6 – Roof features

Figure 7 – Complementary building materials

Figure 8 – Compliant corner lot treatment with detailing for both street frontages

2.4 CORNER LOT CHARACTERISTICS

Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the SBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the SBDAC where they are located adjoining open space and linear pedestrian open space links.

Figure 9 – Feature less wall on corner lots are to be avoided

2.5 PORCHES & ENTRIES

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the end. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

Figure 10 – Entry feature and balcony

Figure 11 – Entry feature

Figure 12 – Building oversized for the lot

Figure 13 – Non compliant treatment to eaves

Figure 14 – Eaves that overhang the dwelling facades that face the street

2.6 DWELLING SIZE

The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

2.7 BUILDING HEIGHTS

Maximum building heights should generally accord with Rescode requirements and where relevant, the Small Lot Housing Code.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the SBDAC but is not encouraged.

2.8 ROOFS

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22° while skillion and accent sections may have a minimum pitch of 16°.

Eaves with a minimum overhang of 450mm must be provided on dwellings to any street face of single storey dwellings and to all faces of double storey dwellings. On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond®. Other non-reflective materials may be considered for review by the SBDAC.

Figure 15 – Varied Roof Forms

Figure 16 – Carports are not permitted

Figure 17 – Compliant treatment for garage with sectional door

Figure 18 – Non compliant treatment for garage, set forward from the main built form

2.9 GARAGES

A lock-up garage for 2 vehicles must be provided on all properties with frontages greater than 10.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 10.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where the garage door is located to the front of a dwelling, the door or opening of any garage must occupy less than 50% of the width of the lot's street frontage to a maximum of 6.0m.

On 2 storey dwellings with garages that exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the Small Lot Housing Code incorporated into the Wyndham Planning Scheme.

Refer to the Streetscape and Siting section for garage setback requirements.

Figure 19 – Maximum garage Frontage

03 STREETSCAPE AND SITING

Figure 20 – Compliant treatment for small lot setbacks

3.1 SMALL LOT SETBACKS

Small lot setbacks must be in accordance with the Small Lot Housing Code incorporated into the Wyndham Planning Scheme.

Figure 21 – Compliant treatment for small lot setbacks

3.2 STANDARD LOT SETBACKS

A standard lot is a lot which has an area greater than 300m².

Dwellings must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Unless rear loaded, garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Garages may be built on side boundaries in accordance with Rescode.

Double storey dwellings must be setback from side boundaries in accordance with Rescode.

Rear setbacks are to be in accordance with Rescode. These requirements may be varied with the written approval of the SBDAC and the City of Wyndham.

Figure 22 – Garage is set back from facade

Figure 23 – Garage should be set back from the front wall

Figure 24 – Compliant treatment for double storey dwelling setback

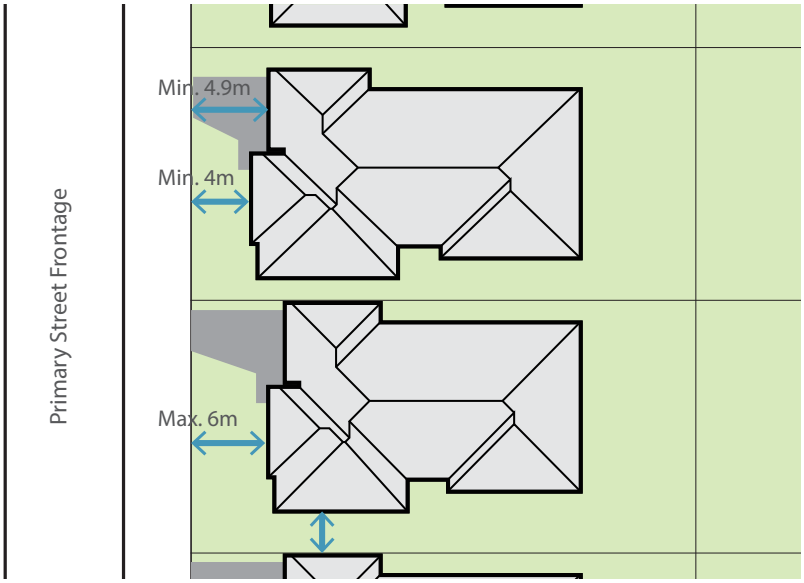


Figure 25 – Dwelling Setbacks plan

Figure 26 – Garage should be setback 5m from the Secondary Street

3.3 STANDARD LOT CORNER SETBACKS

Where applicable, standard corner lots must comply with the setback requirements listed in Item 17 of the Memorandum of Common Provisions, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode.

Where facing the secondary street frontage, the garage must be setback a minimum of 5.0m from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the lot boundary but are not permitted adjacent to boundaries abutting public open space.

Figure 27 – Corner lot setback must comply with Rescode

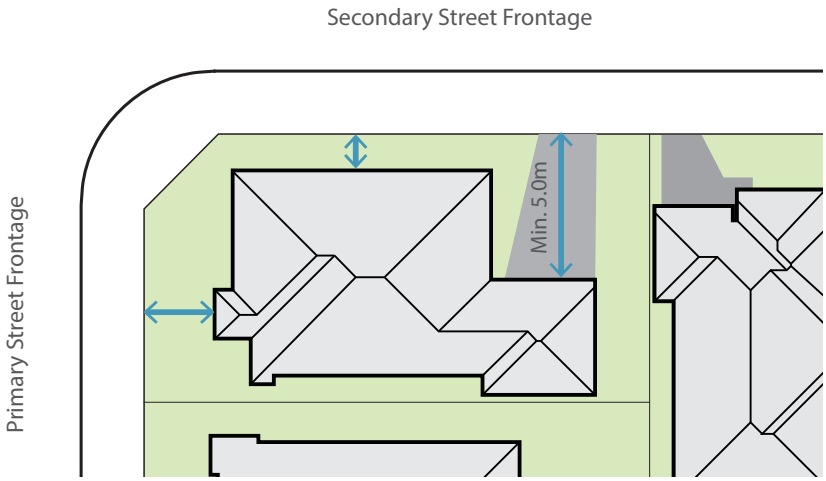


Figure 28 – Corner lot garage on secondary street setback plan

3.4 BUILDING ENVELOPES

All dwellings must be constructed in accordance with rescode and where relevant to the Small Lot Building Code.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the SBDAC.

04 EXTERNAL MATERIALS AND COLOURS

Figure 29 – 25% of the facade should be of a contrasting colour

4.1 MATERIALS

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the SBDAC and City of Wyndham. New building materials based on recycled content is permitted.

Unless otherwise approved by the SBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Fibre-cement sheeting may be permitted if finished as either a textured, painted or rendered surface except as above.

4.2 COLOUR SCHEMES

A harmonious colour palette consisting of natural, subdued hues which are complimentary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.

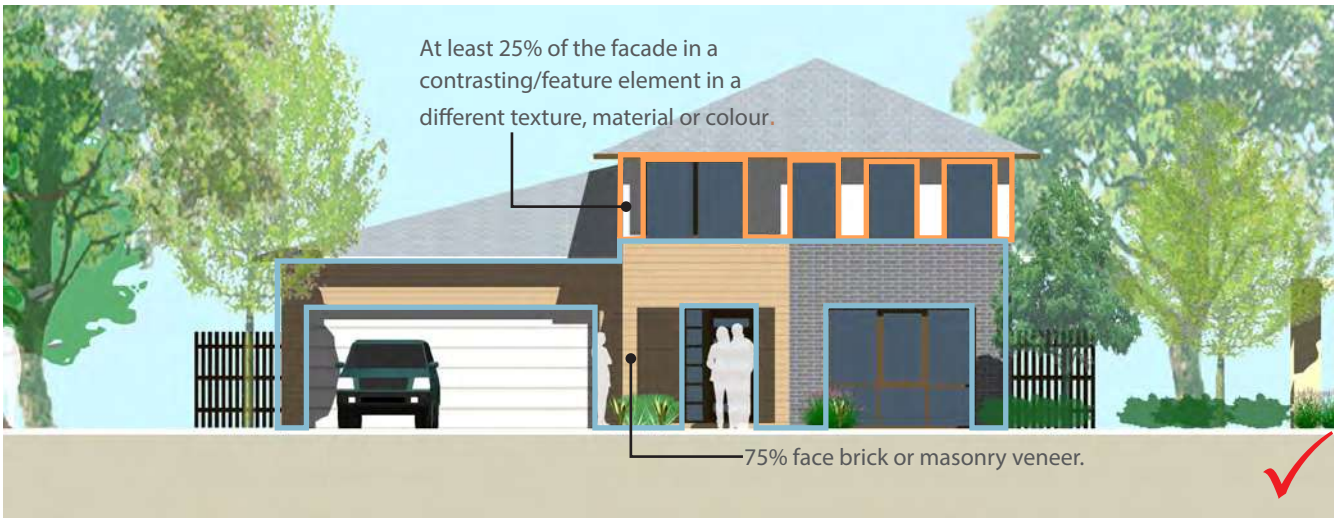


Figure 30 – 25% of the facade should be of a contrasting colour

Masonry colours should be similar to:

Light Tone Masonry Colour Range


Austral Urban One Nougat


Austral Homestead Mushroom


Boral Nuvo Aspire Moss


Boral Nuvo Aspire Mist


Boral Nuvo Aspire Coco

Mid Tone Masonry Colour Range


Austral Symmetry Grey


Austral Access Fawn


Boral Smooth Face Cinnamon


Boral Elan Riverside Beaumonde


Boral Elan Signature Grey Nuance

Dark Tone Masonry Colour Range


Austral Elements Graphite


Austral Access Chestnut


Boral Nuvo Aspire Storm


Boral Labassa


Boral Nuvo Aspire Mangrove

Dwelling materials should be similar to:





Lightweight Cladding types - vertical panel




Lightweight Cladding types - horizontal panel



Lightweight Cladding types - timber



Lightweight Cladding types - flat panel



Lightweight Cladding types - corrugated and battened

05 DRIVEWAYS, FENCING & LANDSCAPING

Figure 31 – Plain concrete is not permitted

5.1 DRIVEWAYS

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

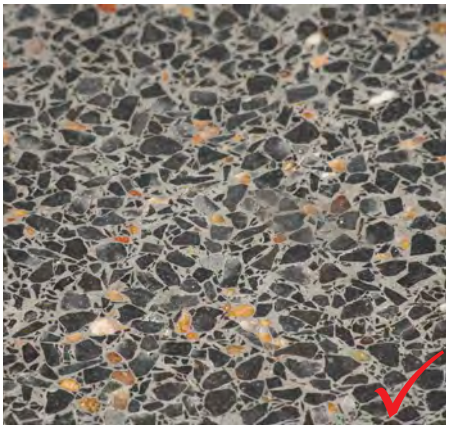
All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stencilled masonry surface. The colour selection must complement the building design and external colour scheme.

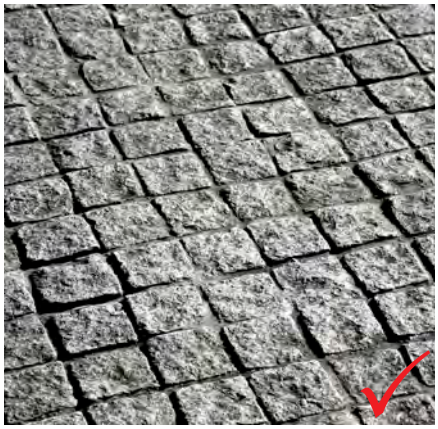
No plain concrete will be permitted unless it is out of public view.

Figure 32 – Plain Concrete is not permitted, but driveway does taper to align with cross over

Figure 33 – Textured concrete surface

Figure 34 – Textured concrete surface with tapering to match crossover





5.2 BOUNDARY FENCING

Fencing type will be consistent throughout SBDAC. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the SBDAC for approval.

In addition to meeting the requirements within section 23 of the Memorandum of Common Provisions, all fencing must also be in accordance with the provisions set out in the Small Lot Housing Code.

Figure 35 – Largely transparent front fencing

5.2.1 FRONT FENCING

Front fencing is permitted on lots identified on Figure 38 – Front Fencing Plan, subject to approval. Proposed front fences that are up to 1.2m in height and are largely transparent (ie. 50% or more) in construction are preferred. It is expected that any front fences will return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner allotment, it must turn around and extend to meet the side fence.

Front Fencing on all lots adjacent to and fronting public open space must not exceed 1.2m in height.

Figure 36 – Fence is too high and too opaque

5.2.2 SIDE AND REAR FENCING

All side and rear boundary fencing must be constructed from timber palings, to a height of 1900mm (+/- 50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the SBDAC. Wing fencing must be 1900mm (+/-50mm) in height. It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from your garage. Where timber paling fencing is used, timber capping is encouraged. Fencing constructed along the side boundary forward of the dwelling or along the front boundary is not encouraged.

Figure 37 – Wing Fence

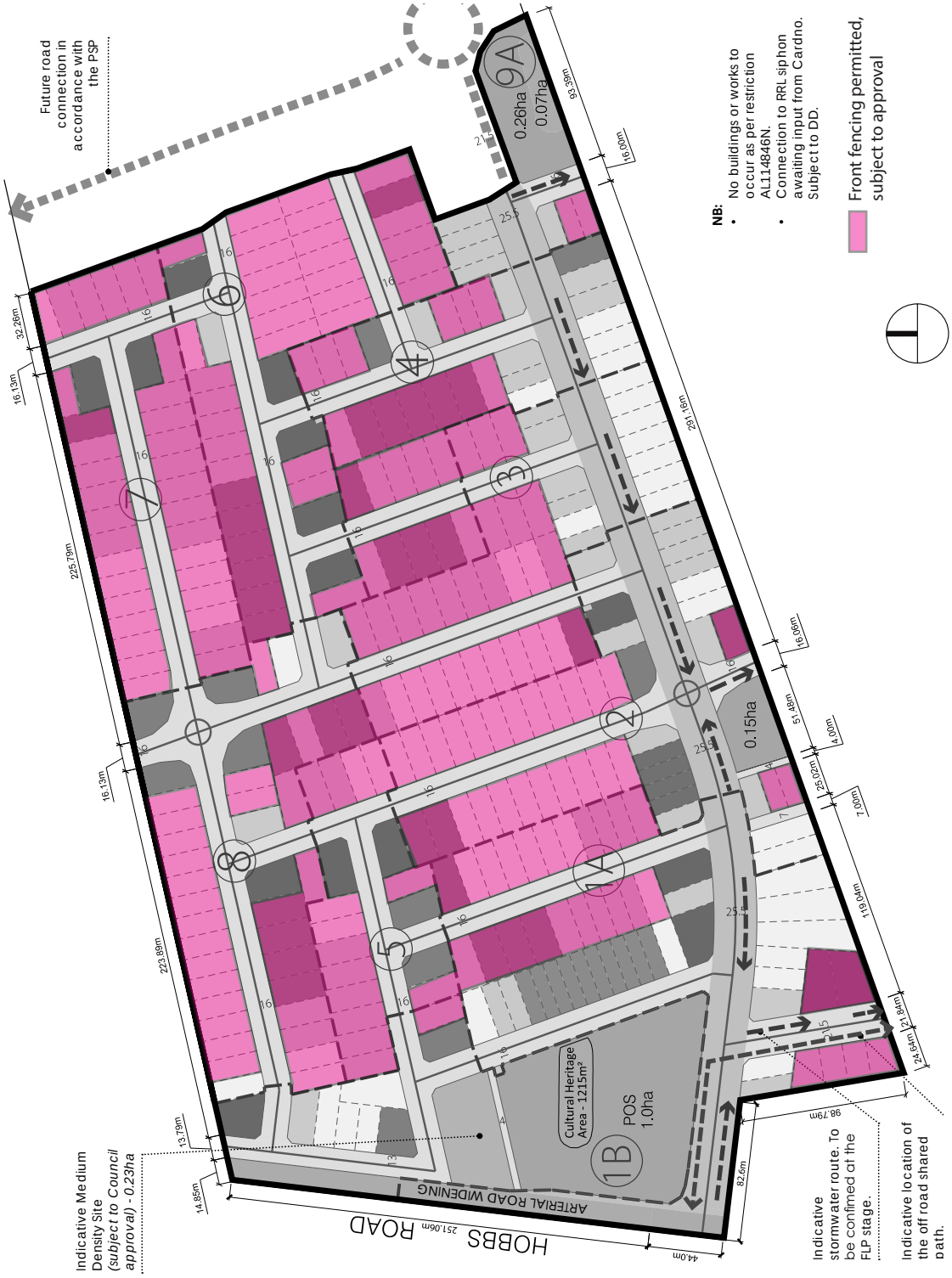


Figure 38 – Front Fencing Plan

Figure 39 – Semi Transparent Street Fencing

5.2.3 SIDE STREET FENCING

On an allotment with a side boundary that forms the rear boundary of an adjoining allotment, the side fence on that boundary can continue to the front boundary. On corner allotments, fencing to the secondary street frontage should be setback a minimum of 3.0m from the primary street frontage.

For fencing to boundaries abutting a reserve and on corner allotments, a minimum of 30% of the length of the secondary street frontage is required to have no / transparent fencing and should be consistent with fencing along the primary street frontage (Figure 40). For the remaining 70%, the length of solid fence along the secondary street frontage must not exceed 30%. The remaining side fence must be semi-transparent and must provide a minimum of 25% transparency (Figure 40).

Solid and semi-transparent fencing must be constructed from timber palings to a height of 1900mm (+/-50mm). Exposed posts on both sides of the palings are encouraged and palings must be on the external side fronting the street.

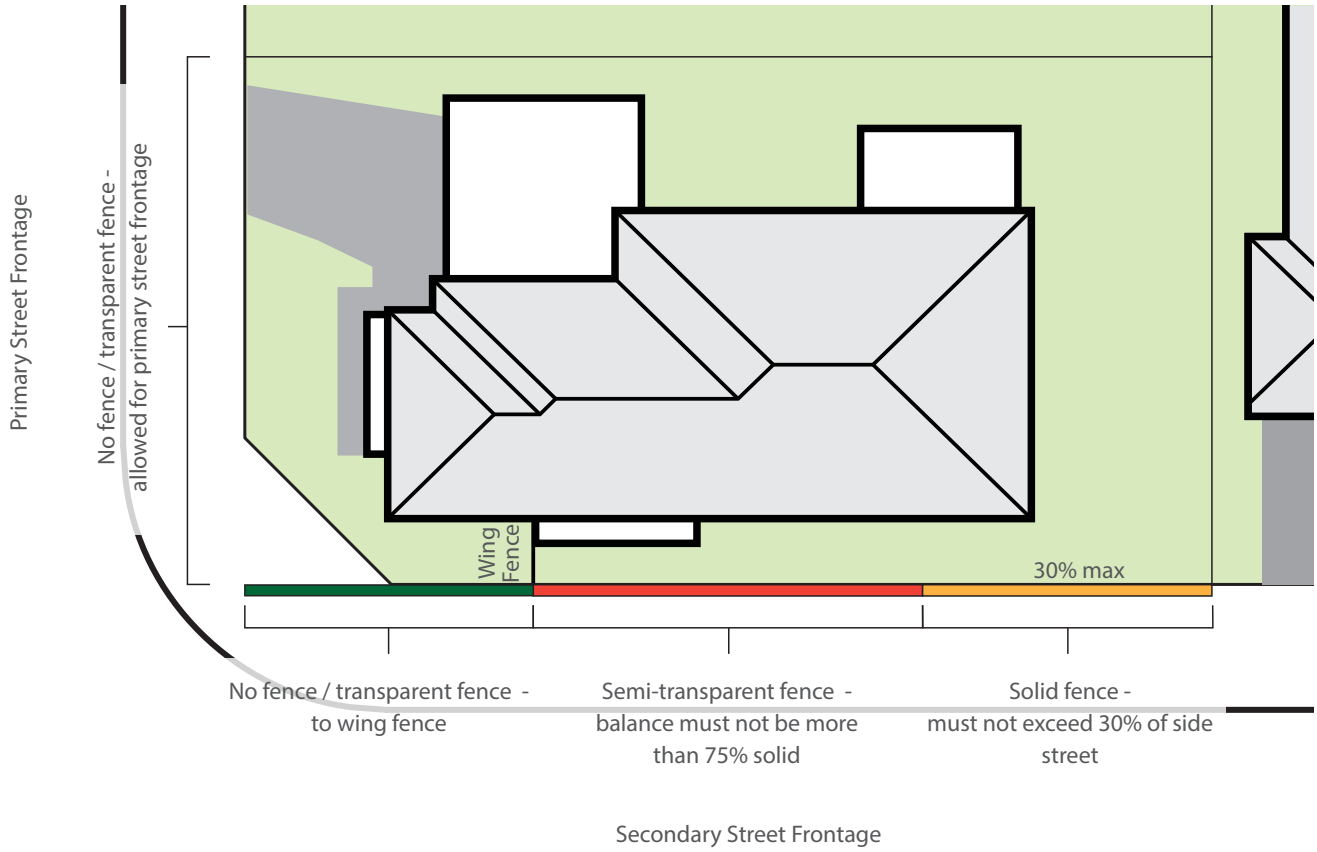
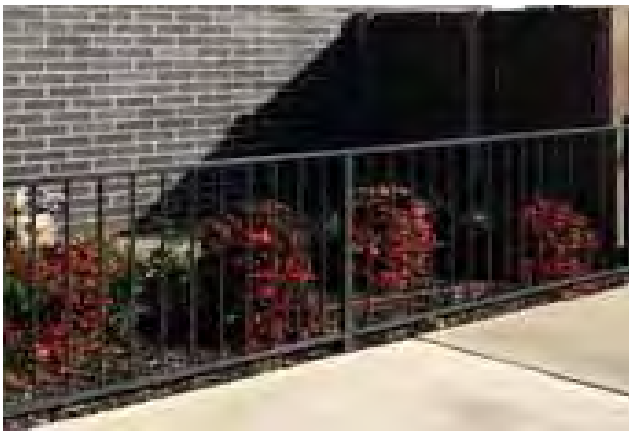


Figure 40 – Side street fencing on corner lots

Transparent Fencing - Front / Side Street Fencing

Transparent Fencing (Front / Side Street Fencing) should be similar to:



Semi Transparent Fencing - Side Street / Wing Fencing

Semi Transparent Fencing (Side Street / Wing Fencing) should be similar to:

Solid Fencing - Side Street Fencing

Solid Fencing (Side Street Fencing) should be similar to:

Figure 41 – Drought tolerant planting

Figure 42 – Low quality landscaping with no canopy tree at least 2m high

5.3 FRONT LANDSCAPING

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilising appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

> Fine grading and shaping of landscaped and lawn areas.

> Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.

> At least 1 mature tree (2.0m minimum height).

5.4 LETTERBOXES

Letterboxes should be designed to match and compliment the dwelling design. Single post supporting letterboxes are discouraged.

Figure 43 – Mail box colour matches the architecture

Figure 44 – Mail box integrated into a landscape feature wall

Figure 45 – Single posted letterboxes are discouraged


6

06 ENVIRONMENTAL SUSTAINABILITY

Figure 46 – Upper floor has sun protected from the eave and the lower floor from the pergola

Figure 47 – North facing windows have no passive sun control

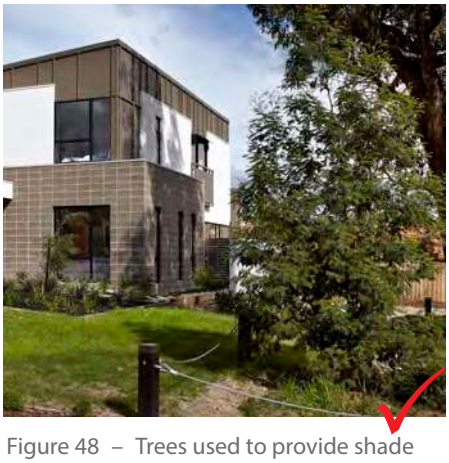


Figure 48 – Trees used to provide shade for the house

6.1 LIVEABILITY CONSIDERATIONS

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of an allotment will determine the best siting of the house on the allotment. A building's orientation plays a large part in achieving the optimum solar access for a home during winter.

Allotments on the north side of a street will have sunny backyards – good for private outdoor living.

Allotments on the south side of a street will have sunny front yards – good for show piece gardens.

Allotments facing east-west will have sunny side yards to the north – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

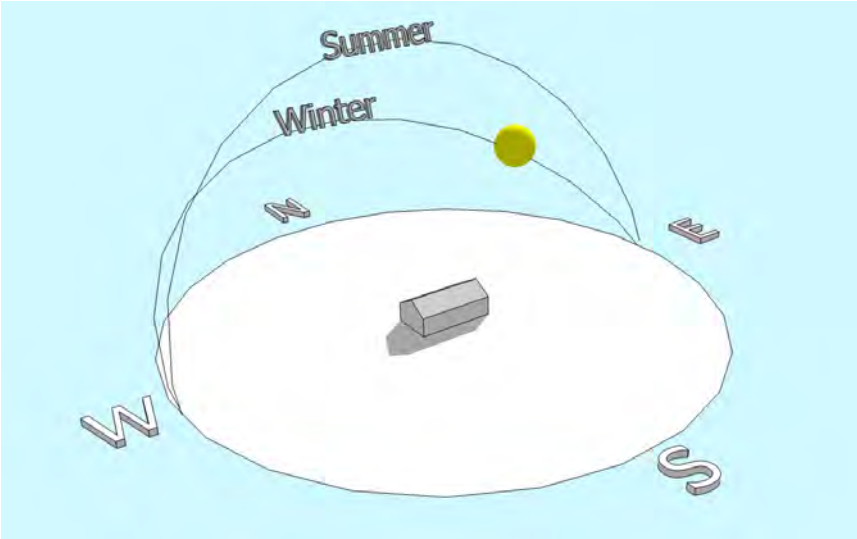


Figure 49 – Energy Efficient homes provide sun access in winter and shade in summer

Figure 50 – Solar panels follow the roof pitch

Figure 51 – Rainwater tanks must not be located in the front

6.2 SOLAR HEATING PANELS

Solar heating panels must be located on roof planes preferably not visible from public areas. The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

6.3 RAINWATER TANKS

Rainwater storage is encouraged. The rainwater tank and all accessories must not be located in front of the dwelling or be visible from the street and public spaces. The rainwater tank and all accessories must be coloured to match the dwelling.

To help calculate the size of water storage that may be required please contact the Department of Environment and Primary Industries for appropriate storage requirements in relation to the collection area provided..

6.4 RECYCLED WATER

Recycled water will be in use at SBDAC for toilet flushing and garden usage. All residents are required to connect to this service to reduce the consumption of potable water.

6.5 ENERGY RATINGS

It is the applicant's 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.

6.6 NBN CO

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

07 ADDITIONAL BUILDINGS AND ANCILLARY STRUCTURES

Figure 52 – Sheds must not be larger than 15m2 and must be hidden from public view

Figure 53 – Coolers are to be located out of public view

Figure 54 – Downpipes must not be on the front facade

7.1 SHEDS

Sheds should be constructed of materials and colours consistent with and complimentary to, the materials used for the dwelling. Coloured steel and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view must be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m2 and not exceed a maximum height of 2.5m.

7.2 PERGOLAS, PATIOS & DECKING

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the SBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The SBDAC will assess these on their merits. Please note that later date stand-alone submissions will incur an additional assessment fee.

7.3 ANCILLARY ITEMS

All external plumbing must be out of public view, with the exception of gutters and downpipes. Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling. Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

08 GENERAL

Figure 55 – Lot must be maintained and grass cut

Figure 56 – Caravans, recreational and commercial buildings should be screened from public view

Figure 57 – No signs

8.1 MAINTENANCE OF THE ALLOTMENT

Prior to the occupation of a dwelling, the allotment must be maintained by keeping the grass cut, and the allotment free from rubbish. Builder's waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. If any allotments areShould lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the allotment owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level.

Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the SBDAC to determine if allotments are being maintained to an acceptable level.

8.2 COMMERCIAL VEHICLES

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

8.3 SIGNS

No signs, including 'For Sale' signs may be erected by the Purchaser other than a 'Home for Sale' sign which may be erected after completion of construction of a dwelling.

Builder's signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign is permitted per dwelling at any one time and these signs must be removed once the property is sold.

09 DEFINITIONS

ALLOTMENT has the same meaning as in the Building Regulations. Articulation means both horizontal and vertical projection forward and back from the primary building face.

SBDAC means the Savana Building and Design Approval Committee that includes CRG Nominees Pty Ltd as the developer/owner of Savana Residential Estate.

Building has the same meaning as in the Building Regulations.

Building Act means the act of the Victorian Parliament known as the Building Act 1993.

Building Envelope means an area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme

Building Permit means a building permit in terms of the Building Regulations.

Corner Allotment means an allotment with a corner where each boundary connects to a street or public open space.

Design Guidelines mean the Design Guidelines which may be amended on occasions at the developer's discretion, subject to Wyndham City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

Dwelling means a building used as a self-contained residence which must include:

> A kitchen sink;

> Food preparation facilities;

> A bath or shower; and

> A closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

Frontage means the road alignment at the front of an allotment. If an allotment abuts two or more roads, the one to which the building or proposed building faces.

Front Garden includes any area between the building line and the front boundary of an allotment and side street boundary or boundary abutting public open space of a corner allotment that is visible from a street.

Height has the same meaning as in the Building Regulations.

On the Boundary includes a setback of up to 200 millimetres from the allotment/ property boundary.

Private Open Space means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Regulations mean the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

ResCode means the residential development provisions incorporated into the Wyndham Planning Scheme and the Building Regulations.

Scheme means the City of Wyndham Planning Scheme.

Secluded Private Open Space means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy.

Secondary Street means the street that runs along the side boundary of a property when located on a corner.

Setback means the minimum distance from any allotment boundary to a building.

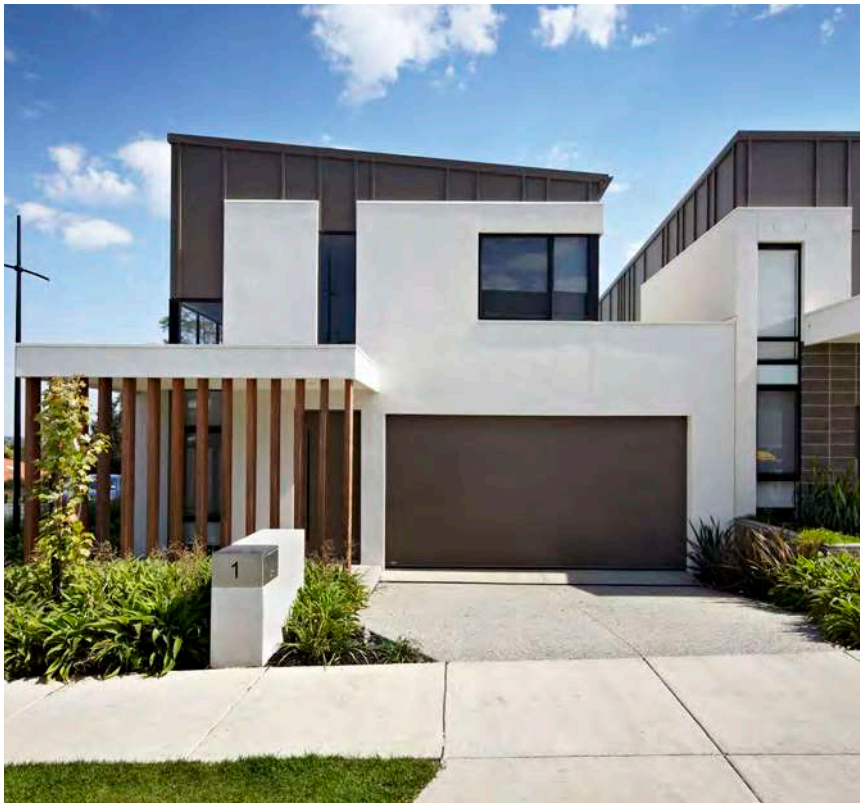
Side Boundary means a boundary of an allotment that runs between and connects the street frontage of the allotment to the rear boundary of the allotment.

Site Coverage means the proportion of a site covered by buildings.

Storey means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine.

Street, for the purposes of determining setbacks, street means any road other than a footway or carriageway easement.

Window has the same meaning as in the Building Code of Australia.



11 APPENDIX

Building and Design Approval Application Form

Land Owners Details

Name	
Current Address	
Phone	
Email	

Land Owners Details

Lot Number	
Street Address	

Builder | Designer | Architect

Company Name	
Contact	
Address	
Phone	
Email	

Building Design Details

Builder	
Building Model (if applicable)	
Floor Area	

Submission Requirements.

2 x copies of each of the following plans are required:

- ☐ ***Site Plan***
  Showing proposed structures, setbacks from all boundaries, eaves overhang, fencing locations, outbuildings, driveway and path areas. Minimum Scale 1:200.

- ☐ ***Floor Plan/s***
  Including Roof Plan Minimum Scale 1:100.

- ☐ ***Elevations***
  All elevations of the structure(s) including building and roof heights, roof forms and roof pitch. Minimum Scale 1:100.

- ☐ ***Landscape Plan***
  Including driveway location and material, planting locations, lawn areas and planting schedule. Minimum Scale 1:200.

- ☐ ***Schedule of Materials and Colours***
  In the form attached.

Approval of the Building proposal as detailed in this submission is requested. I/ we acknowledge that an incomplete application cannot be considered and that approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Wyndham Planning Scheme.

Builder / Designer / Owner

DISCLAIMER:

1. The receipt of documents, including building plans, colour and materials specifications, any assessment of compliance by Investa or the Covenant Administrator, their review, assessment or comment on the those documents or any other documents prepared by or on behalf of or provided by the Owner, does not result in the assumption of any obligation or liability by Investa or the Covenant Administrator and does not affect the Owner's obligations or absolve the Owner from its obligations and its responsibility to comply with these Design Guidelines. Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.
2. Avia Property Group may from time to time, in its absolute discretion, vary, relax or waive any of the requirements under these Design Guidelines. In the event that Avid Property Group allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply that any such action will apply again

PLAN OF SUBDIVISION

EDITION 1

PS803045B

LOCATION OF LAND

PARISH: WERRIBEE

TOWNSHIP: .....

SECTION: 9

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) and B (Part)

TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: Lot M on PS803044D

POSTAL ADDRESS: 50 Hobbs Road
(at time of subdivision) WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: E: 290 010 ZONE: 55
(of approx centre of land in plan) N: 5806 610

Council Name: Wyndham City Council

Council Reference Number: WYS4143/17
Planning Permit Reference: WYP7871/14
SPEAR Reference Number: S101971M

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

Digitally signed by: Annette Susan Monk for Wyndham City Council - Wyndham City Council on 25/09/2017

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	Wyndham City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. WYP7871/14

SAVANA ESTATE - Release No. 8
Area of Release: 2.520ha
No. of Lots: 41 Lots

NOTATIONS

Lots 801 - 841 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B, C & D on Sheets 5 and 6 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the Sewerage easement marked E-3 on PS803044D in so far as where it lies within new roads R1 on this plan, upon registration of this plan.

GROUNDS FOR REMOVAL:
By agreement between all interested parties.

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	2m	PS746251N	City West Water Corporation
E-2	Sewerage	2.50m	PS803043F	City West Water Corporation
E-3	Sewerage	See Diag	PS803042H	City West Water Corporation
E-4	Drainage	3m	PS803042H	Wyndham City Council
	Sewerage			City West Water Corporation
E-5	Drainage	2m	PS803042H	Wyndham City Council

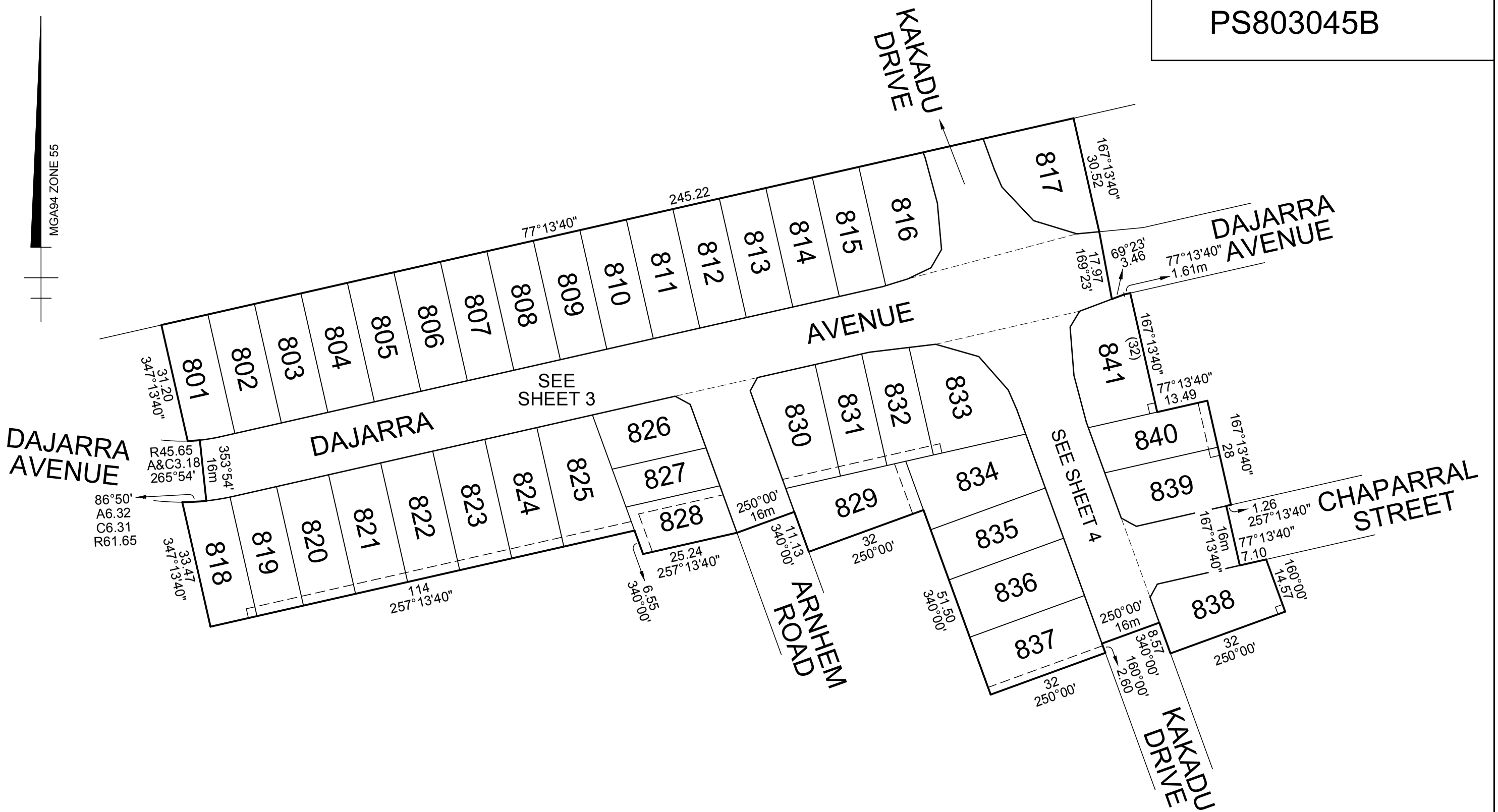
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SURVEYORS FILE REF: Ref. 02188-S8 Ver. 3

ORIGINAL SHEET SIZE: A3

Digitally signed by: Richard David Illingworth, Licensed Surveyor,
Surveyor's Plan Version (3),
08/09/2017, SPEAR Ref: S101971M

PS803045B



TAYLORS

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

SCALE		ORIGINAL SHEET		
1:1000	10 0 10 20 30 40 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S8 Ver. 3	SHEET 2

Digitally signed by: Richard David Illingworth, Licensed Surveyor,
Surveyor's Plan Version (3),
08/09/2017, SPEAR Ref: S101971M

Digitally signed by:
Wyndham City Council - Wyndham City Council,
25/09/2017,
SPEAR Ref: S101971M

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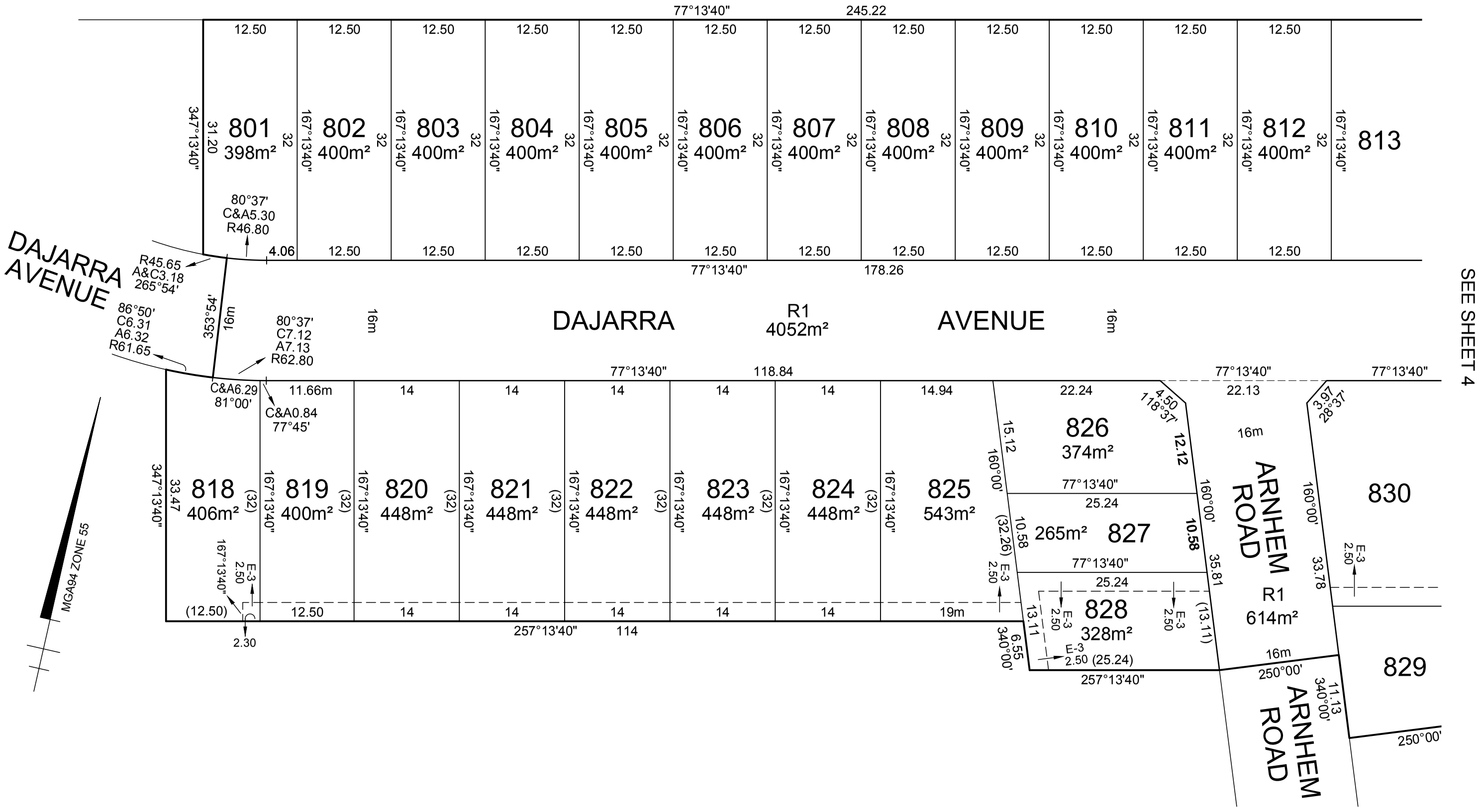

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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168

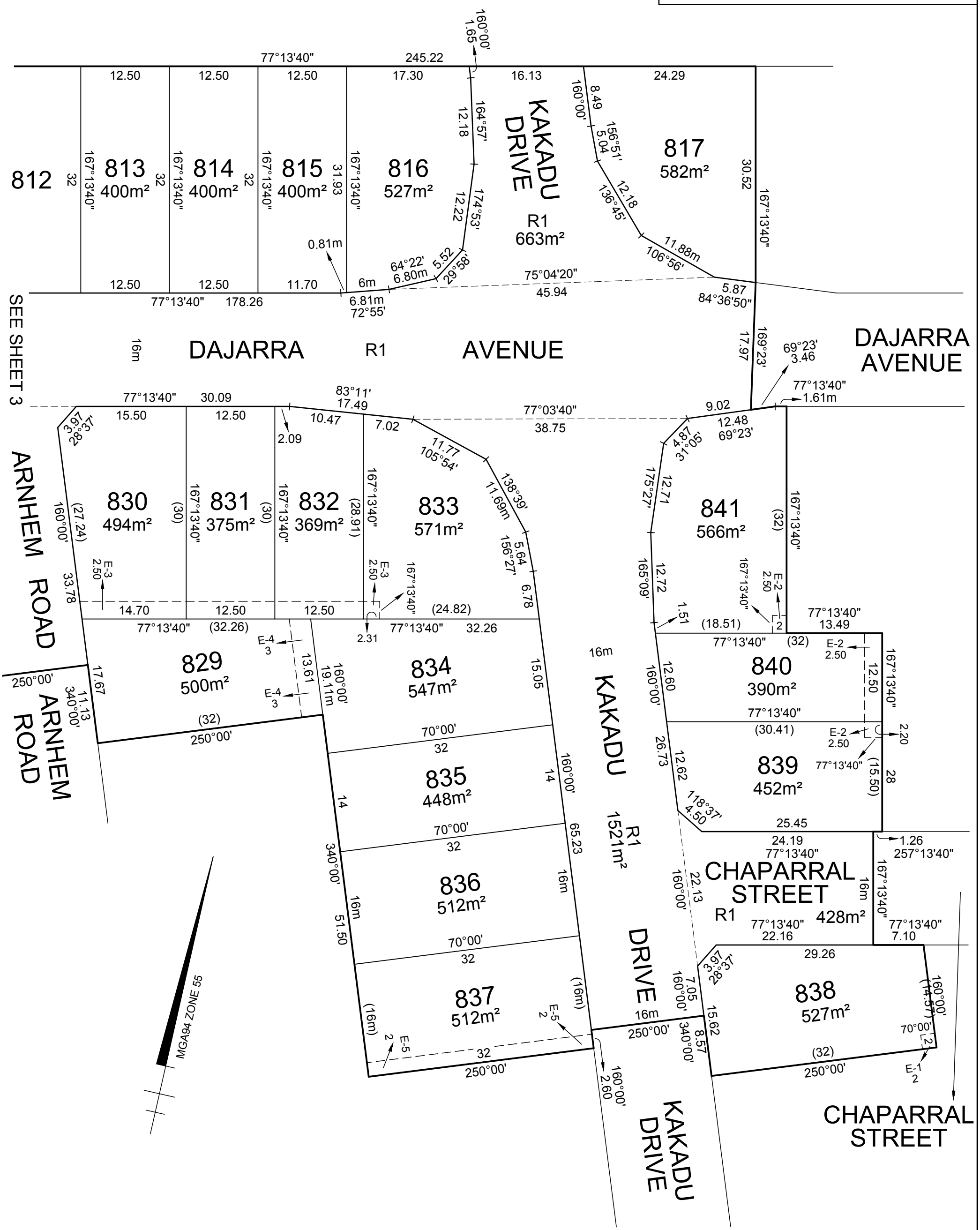
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S8 Ver. 3	SHEET 3

Digitally signed by: Richard David Illingworth, Licensed Surveyor,
Surveyor's Plan Version (3),
08/09/2017, SPEAR Ref: S101971M

Digitally signed by:
Wyndham City Council - Wyndham City Council,
25/09/2017,
SPEAR Ref: S101971M

PS803045B



TAYLORS

Urban Development | Built Environments | Infrastructure

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

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S8 Ver. 3	SHEET 4

Digitally signed by: Richard David Illingworth, Licensed Surveyor,
Surveyor's Plan Version (3),
08/09/2017, SPEAR Ref: S101971M

Digitally signed by:
Wyndham City Council - Wyndham City Council,
25/09/2017,
SPEAR Ref: S101971M

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT OR ANY PART OF IT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No. AA3285 WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY. THE PROVISIONS OF THE SAID MCP ARE INCORPORATED INTO THIS RESTRICTION;

2. MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS SUCH AN AMENDMENT AND ANY CRITERIA OR MATTERS WHICH MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON SUCH AN AMENDMENT ARE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY; AND

3. MUST NOT ERECT ANY BUILDING ON A LOT UNLESS THE PLANS FOR SUCH A BUILDING ARE ENDORSED BY THE SAVANA BUILDING AND DESIGN APPROVAL COMMITTEE (SBDAC) PRIOR TO THE ISSUE OF A BUILDING PERMIT.

THIS RESTRICTION WILL EXPIRE TEN YEARS AFTER THE DATE OF THE REGISTRATION OF THIS PLAN.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	807, 809
809	808, 810
810	809, 811
811	810, 812
812	811, 813
813	812, 814
814	813, 815
815	814, 816
816	815
817	816
818	819
819	818, 820
820	819, 821
821	820, 822

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
822	821, 823
823	822, 824
824	823, 825
825	824, 826, 827, 828
826	825, 827
827	825, 826, 828
828	825, 827
829	830, 831, 832, 834
830	829, 831
831	829, 830, 832
832	829, 831, 833, 834
833	832, 834
834	829, 832, 833, 835
835	834, 836
836	835, 837
837	836
838	839
839	840
840	839, 841
841	840

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots in Table 2
LAND TO BENEFIT: Lots in Table 2

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SMALL LOT HOUSING CODE (TYPE A) INCORPORATED INTO THE WYNDHAM PLANNING SCHEME UNLESS A PLANNING PERMIT IS GRANTED BY THE RESPONSIBLE AUTHORITY FOR A BUILDING THAT DOES NOT CONFORM WITH THE SMALL LOT HOUSING CODE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
827	825, 826, 828

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lot 827
LAND TO BENEFIT: The relevant abutting lots

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT IS NOT FREE STANDING WITHIN THE TITLE BOUNDARIES OF THE LOT ON WHICH IT IS BUILT.
2. MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT RELIES ON THE WALLS OF ADJACENT BUILDINGS FOR SUPPORT.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 801 to 841 (both inclusive) on this plan.
LAND TO BENEFIT: Lots 801 to 841 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT TO WHICH THIS RESTRICTION APPLIES MUST NOT BUILD OR PERMIT TO BE BUILT A DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT BECOMES AVALIBLE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

PLAN OF SUBDIVISION

EDITION 1

PS809298M

LOCATION OF LAND

PARISH: WERRIBEE

TOWNSHIP: .....

SECTION: 9

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) and B (Part)

TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: Lot N on PS803044D

POSTAL ADDRESS: (at time of subdivision) 50 Hobbs Road WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: (of approx centre of land in plan) E: 290 430 N: 5806 480 ZONE: 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	Wyndham City Council
Reserve No. 1	Wyndham City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. WYP7871/14

SAVANA ESTATE - Release No. 9A
Area of Release: 7475m²
No. of Lots: 7 Lots and Balance Lot P

NOTATIONS

Lots 901 - 907 (both inclusive) may be affected by one or more restrictions.
Refer to Creation of Restrictions A & B on Sheet 5 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the drainage and sewerage easement marked E-8 on PS803044D in so far as where it lies within new roads R1 on this plan, upon registration of this plan.
GROUNDS FOR REMOVAL:
By agreement between all interested parties.

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

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	2.50m	PS803043F	City West Water Corporation
E-2	Drainage	See Diagram	PS803043F	Wyndham City Council
	Sewerage			City West Water Corporation
E-3	Drainage	See Diag	PS803044D	Wyndham City Council
E-4	Drainage	3m	This Plan	Wyndham City Council
	Sewerage			City West Water Corporation

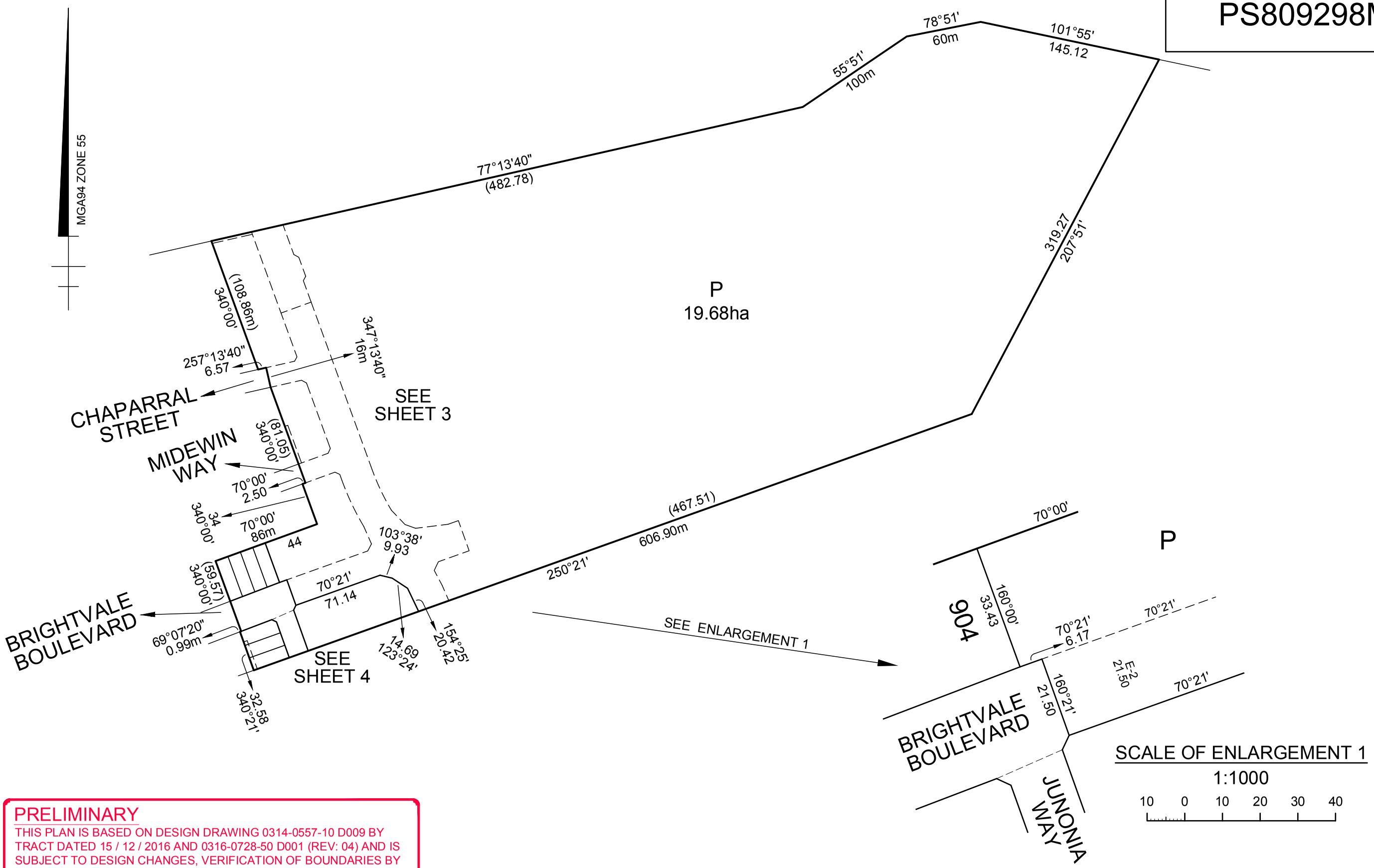
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SURVEYORS FILE REF: Ref. 02188-S9A Ver. 2

ORIGINAL SHEET SIZE: A3

Licensed Surveyor:
RICHARD ILLINGWORTH / Version No 2

PS809298M



SCALE OF ENLARGEMENT 1

1:1000

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PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

TAYLORS

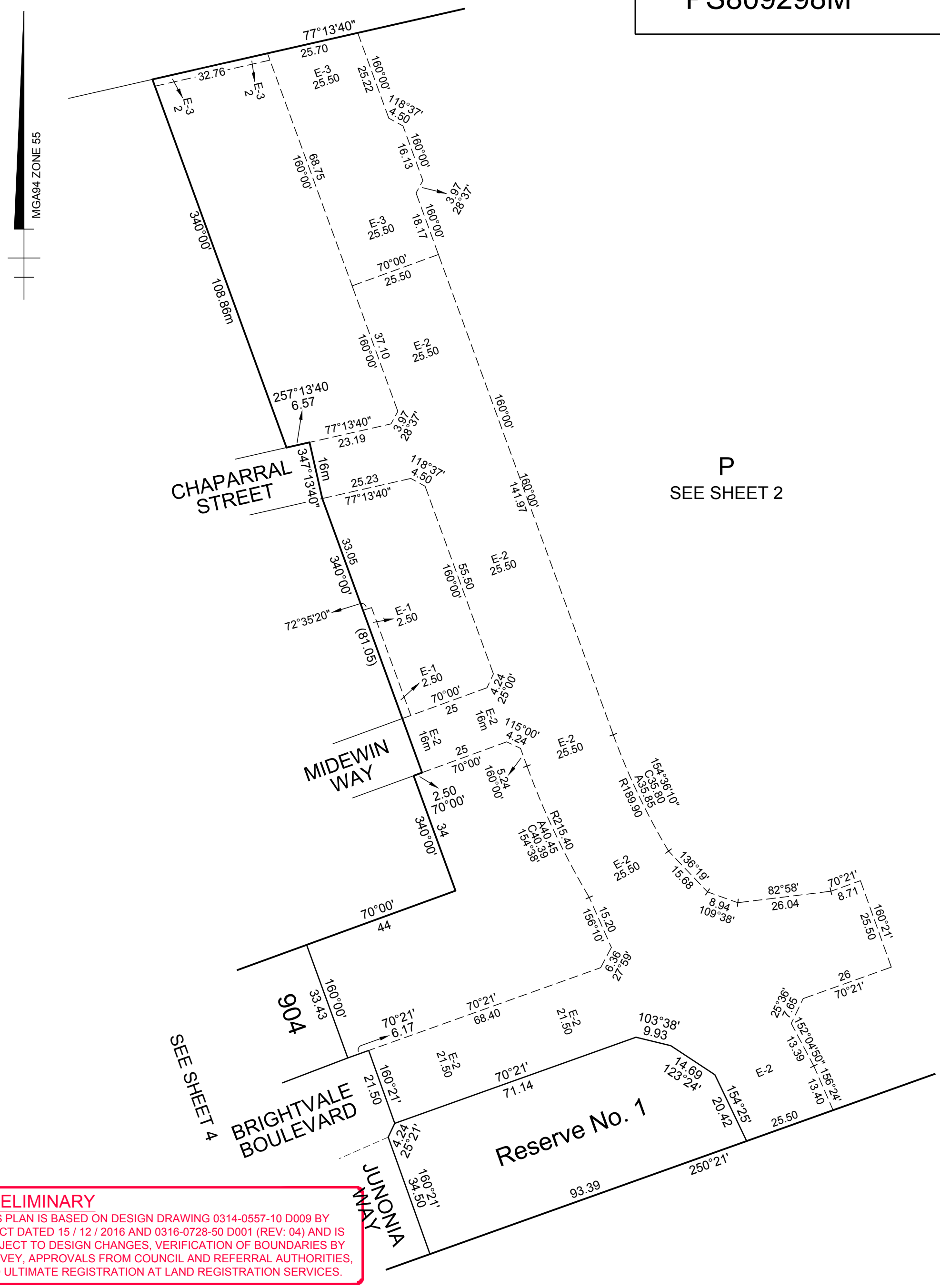
Urban Development | Built Environments | Infrastructure

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

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

SCALE		ORIGINAL SHEET		
1:3000	30 0 30 60 90 120 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S9A Ver. 2	SHEET 2
Licensed Surveyor: RICHARD ILLINGWORTH / Version No 2				

PS809298M



PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

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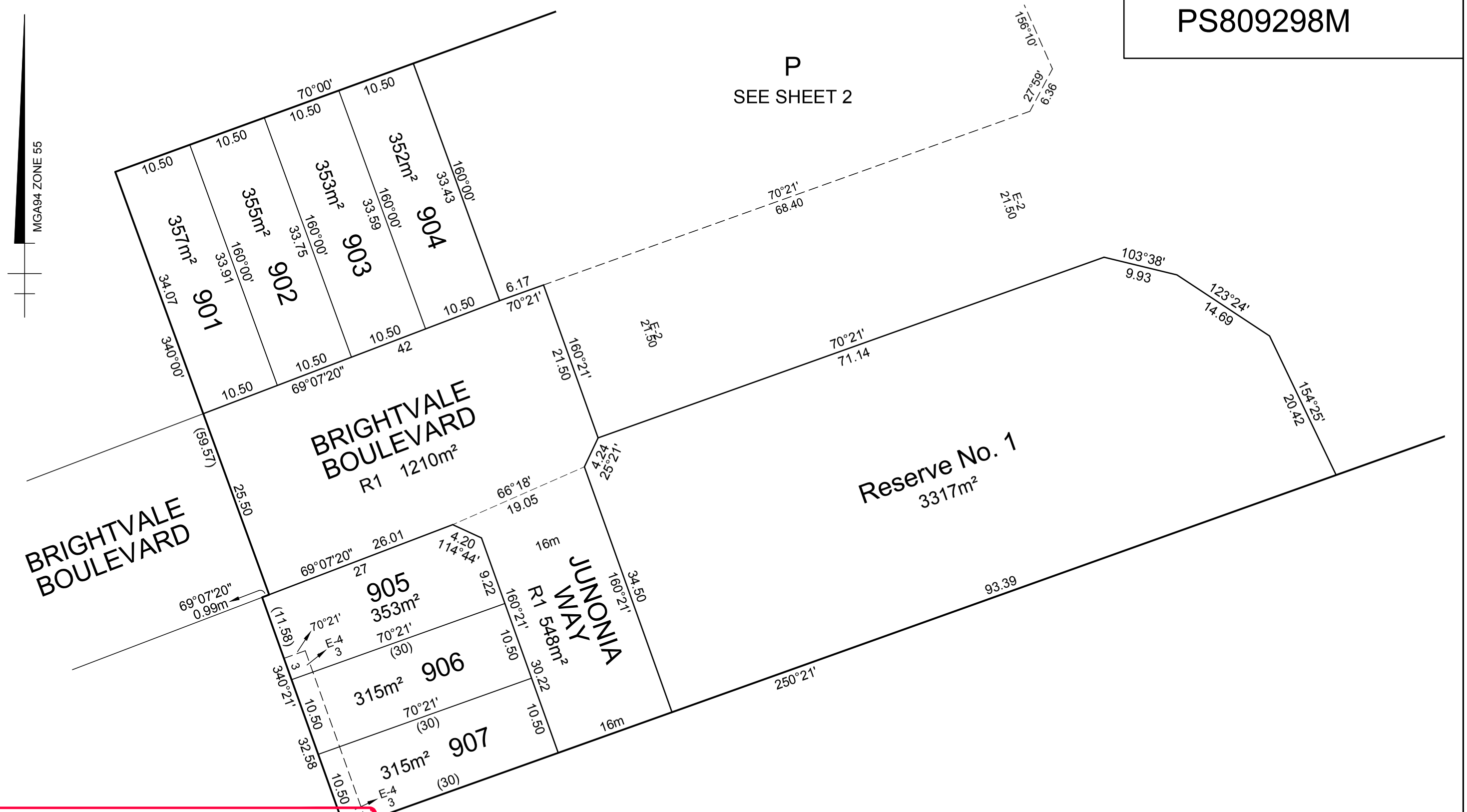
SCALE 1:1000	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S9A Ver. 2	SHEET 3
Licensed Surveyor: RICHARD ILLINGWORTH / Version No 2				

PS809298M



PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

TAYLORS

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

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

SCALE		ORIGINAL SHEET		
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S9A Ver. 2	SHEET 4

Licensed Surveyor:

RICHARD ILLINGWORTH / Version No 2

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT OR ANY PART OF IT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No..... WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY. THE PROVISIONS OF THE SAID MCP ARE INCORPORATED INTO THIS RESTRICTION;

2. MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS SUCH AN AMENDMENT AND ANY CRITERIA OR MATTERS WHICH MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON SUCH AN AMENDMENT ARE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY; AND

3. MUST NOT ERECT ANY BUILDING ON A LOT UNLESS THE PLANS FOR SUCH A BUILDING ARE ENDORSED BY THE SAVANA BUILDING AND DESIGN APPROVAL COMMITTEE (SBDAC) PRIOR TO THE ISSUE OF A BUILDING PERMIT.

THIS RESTRICTION WILL EXPIRE TEN YEARS AFTER THE DATE OF THE REGISTRATION OF THIS PLAN.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
901	902
902	901, 903
903	902, 904
904	903
905	906
906	905, 907
907	906

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 901 to 907 (both inclusive) on this plan.
LAND TO BENEFIT: Lots 901 to 907 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT TO WHICH THIS RESTRICTION APPLIES MUST NOT BUILD OR PERMIT TO BE BUILT A DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT BECOMES AVAILABLE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

PLAN OF SUBDIVISION

EDITION 1

PS809299K

LOCATION OF LAND

PARISH: WERRIBEE

TOWNSHIP: .....

SECTION: 9

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) and B (Part)

TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: Lot P on PS809298M

POSTAL ADDRESS: (at time of subdivision) 50 Hobbs Road WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: (of approx centre of land in plan) E: 290 450 N: 5806 590 ZONE: 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	Wyndham City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

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

SAVANA ESTATE - Release No. 9B
Area of Release: 2.440ha
No. of Lots: 37 Lots and Balance Lot Q

NOTATIONS

Lots 901 to 920 (both inclusive) have been omitted from this plan.

Lots 921 - 957 (both inclusive) may be affected by one or more restrictions.
Refer to Creation of Restrictions A, B, C & D on Sheets 6 & 7 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the drainage & sewerage easement marked E-2 on PS809298M in so far as where it lies within new roads R1 on this plan, upon registration of this plan.
GROUNDS FOR REMOVAL:
By agreement between all interested parties.

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES. VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

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	2.50m	PS803043F	City West Water Corporation
E-2	Drainage	See Diag.	PS803044D	Wyndham City Council
E-3	Sewerage	2.50m	This Plan	City West Water Corporation

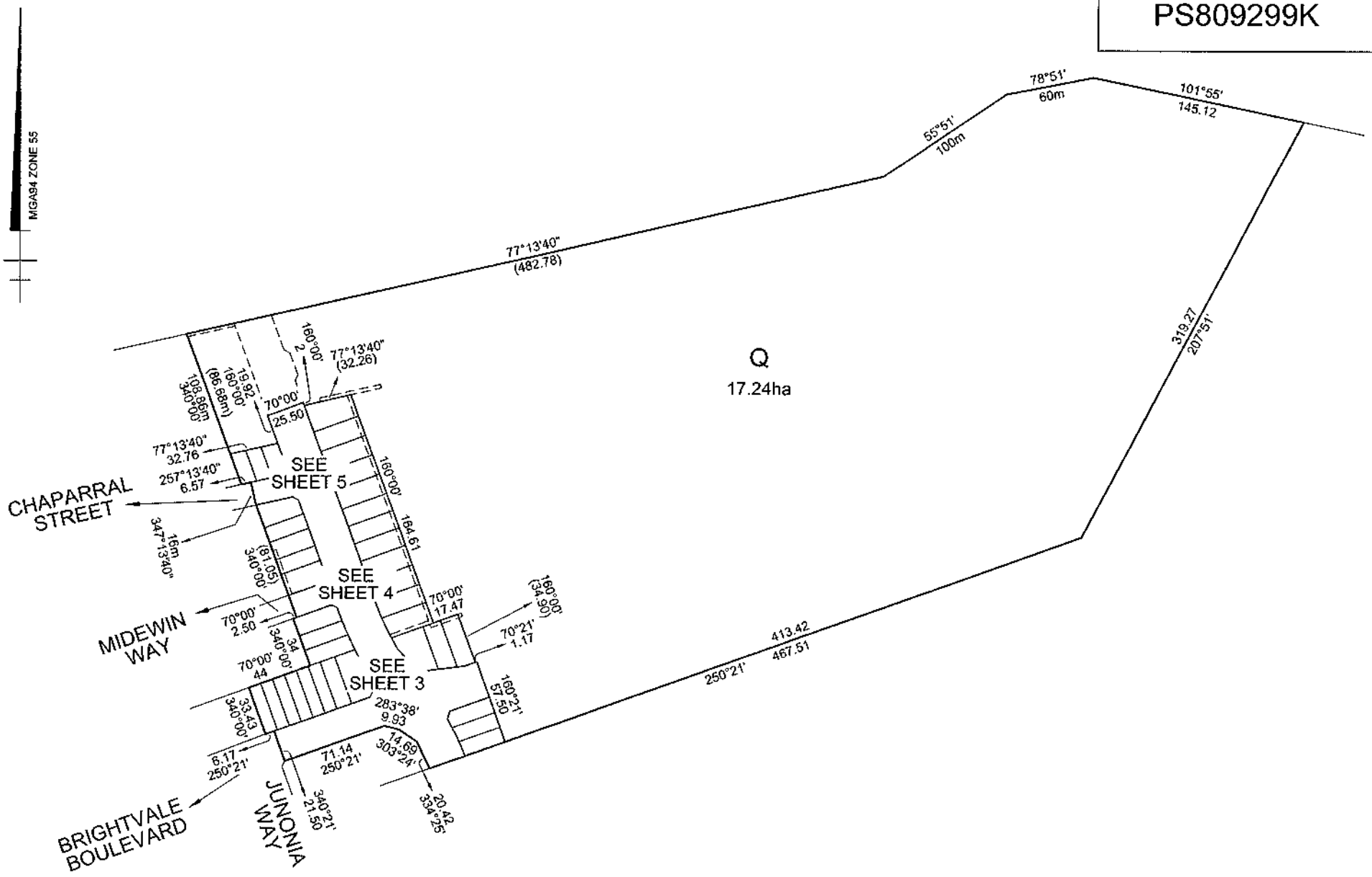
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SURVEYORS FILE REF: Ref. 02188-S9B Ver. 2

ORIGINAL SHEET SIZE: A3

Licensed Surveyor:
RICHARD ILLINGWORTH / Version No 2

PS809299K



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PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

SCALE		ORIGINAL SHEET	Ref. 02188-S9B	SHEET 2
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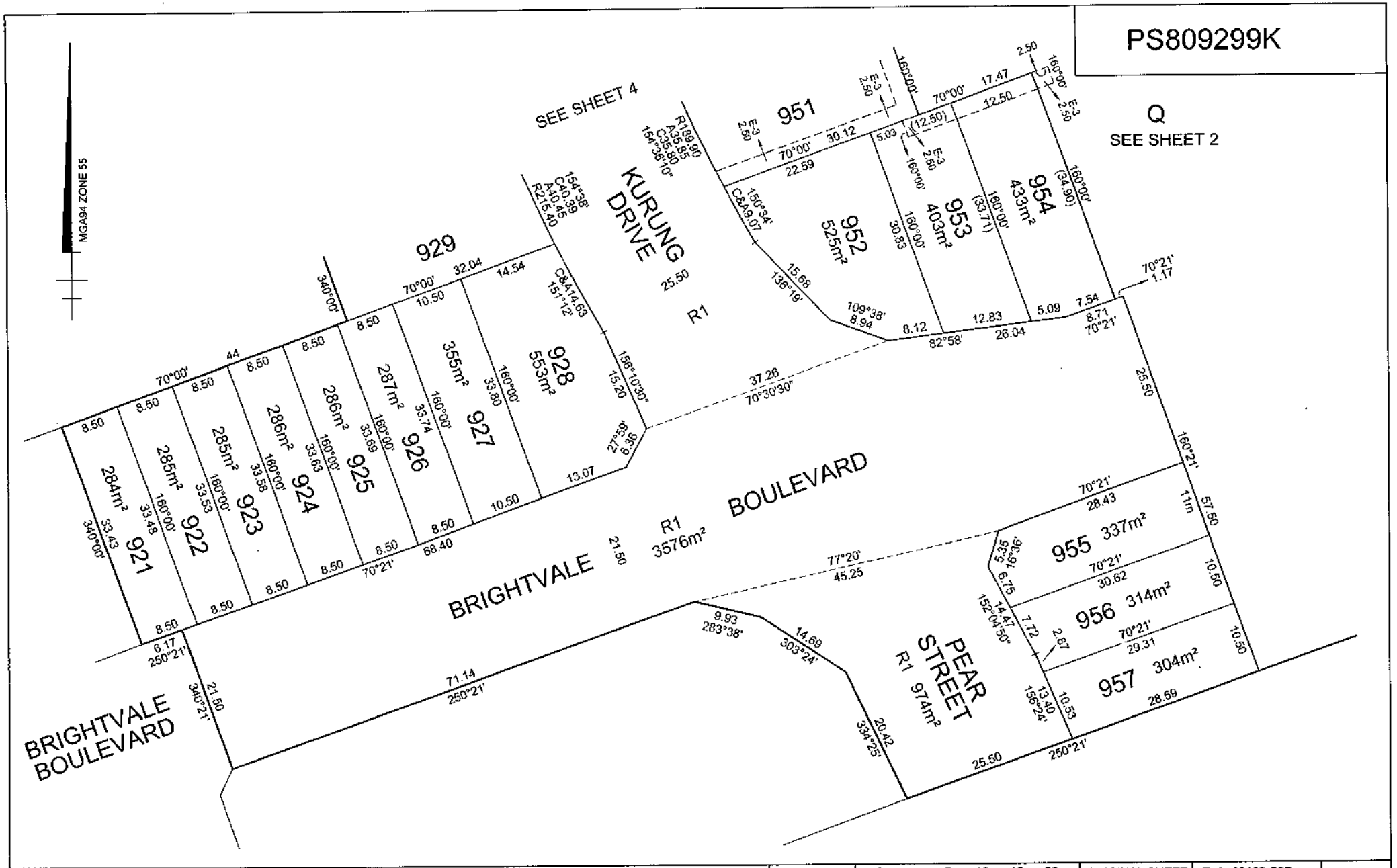
Licensed Surveyor:

RICHARD ILLINGWORTH / Version No 2

PS809299K



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PRELIMINARY

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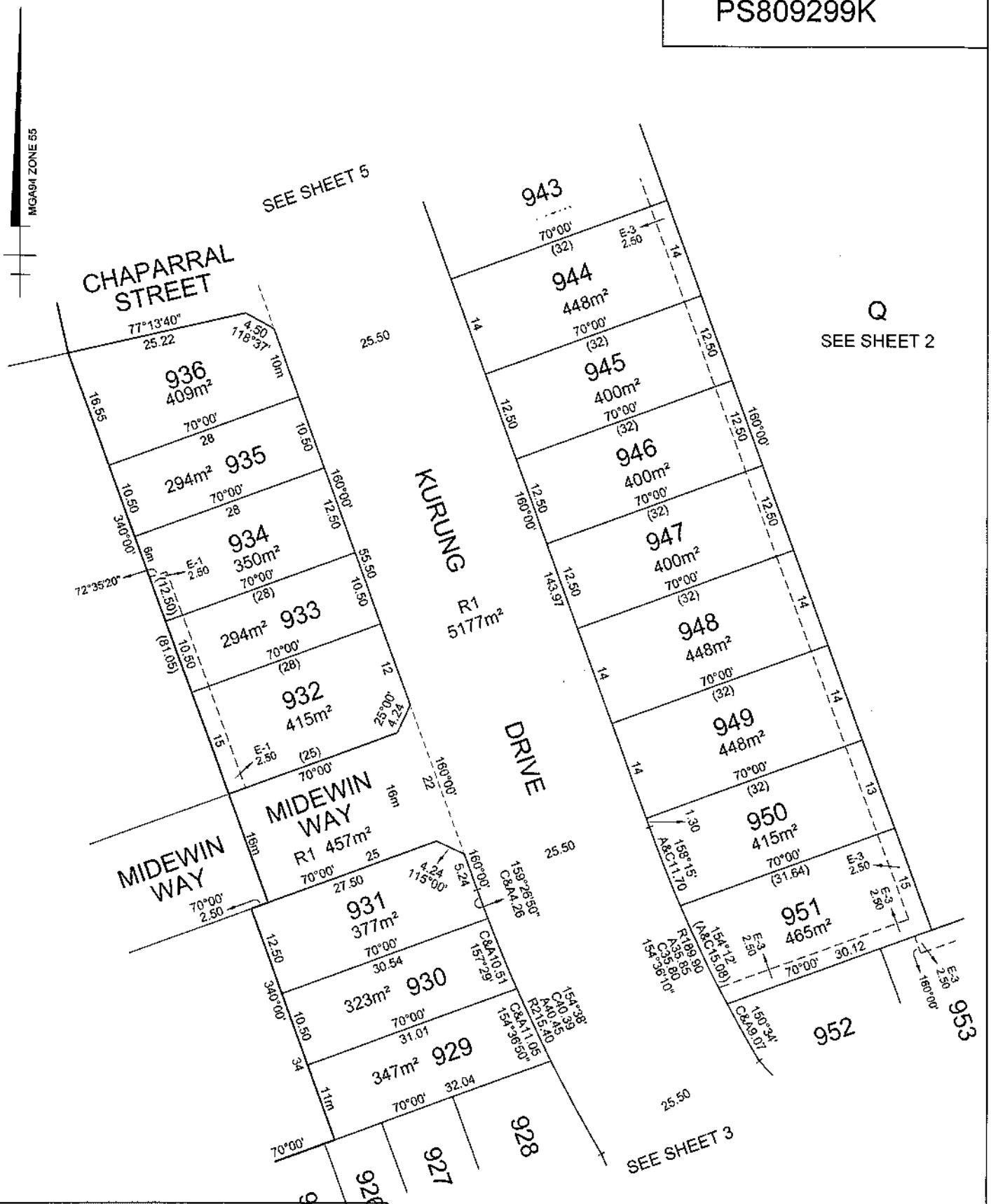
SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S9B Ver. 2	SHEET 3
Licensed Surveyor: RICHARD ILLINGWORTH / Version No 2				

PS809299K



PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

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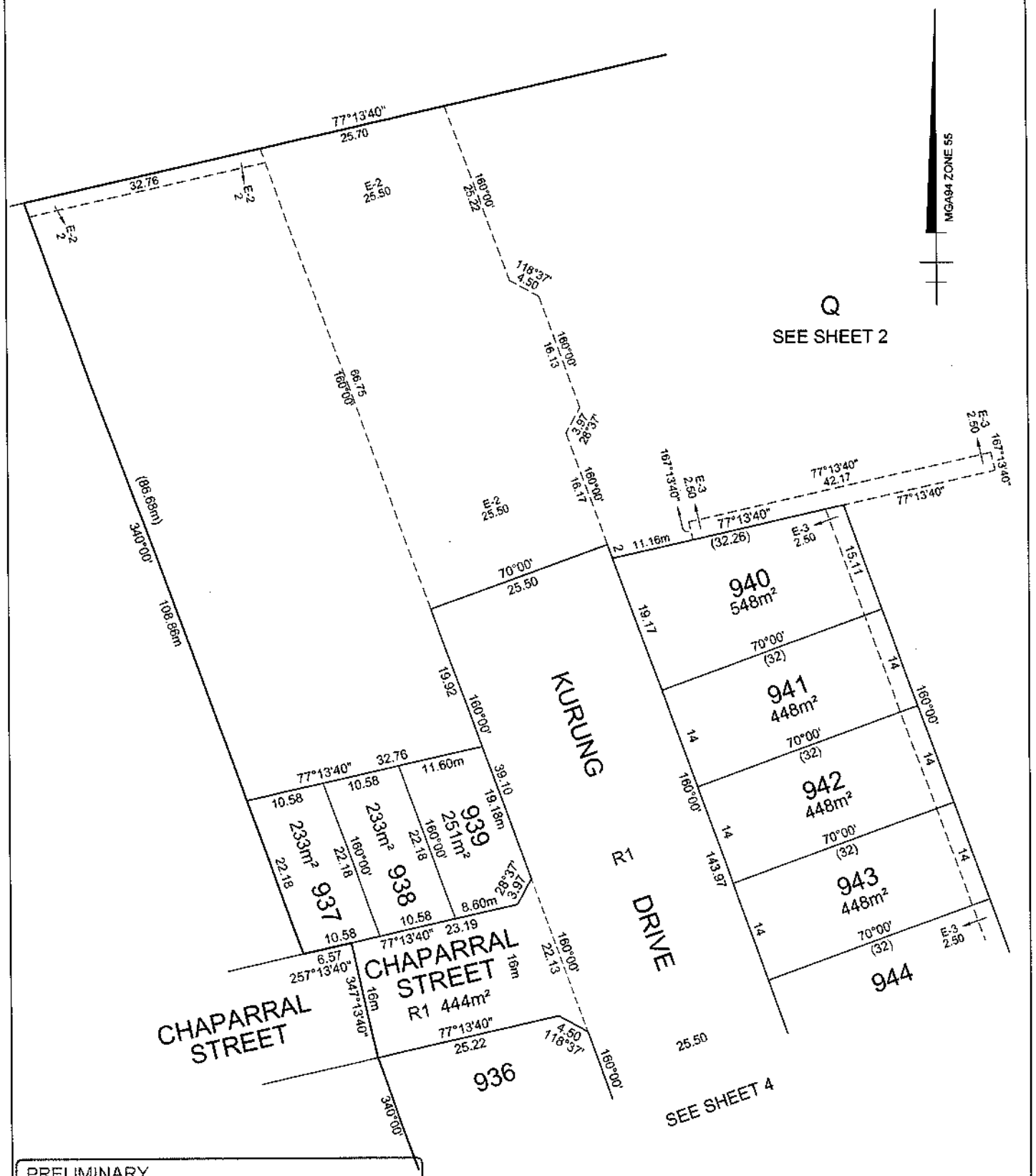
SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S9B Ver. 2	SHEET 4
Licensed Surveyor: RICHARD ILLINGWORTH / Version No 2				

PS809299K



PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

TAYLORS Urban Development | Built Environments | Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 | Web: taylorsds.com.au	SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S9B Ver. 2	SHEET 5
	Licensed Surveyor: RICHARD ILLINGWORTH / Version No 2			

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT OR ANY PART OF IT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No..... WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY. THE PROVISIONS OF THE SAID MCP ARE INCORPORATED INTO THIS RESTRICTION;

2. MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS SUCH AN AMENDMENT AND ANY CRITERIA OR MATTERS WHICH MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON SUCH AN AMENDMENT ARE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY; AND

3. MUST NOT ERECT ANY BUILDING ON A LOT UNLESS THE PLANS FOR SUCH A BUILDING ARE ENDORSED BY THE SAVANA BUILDING AND DESIGN APPROVAL COMMITTEE (SBDAC) PRIOR TO THE ISSUE OF A BUILDING PERMIT.

THIS RESTRICTION WILL EXPIRE TEN YEARS AFTER THE DATE OF THE REGISTRATION OF THIS PLAN.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
921	922
922	921, 923
923	922, 924
924	923, 925
925	924, 926
926	925, 927, 929
927	926, 928, 929
928	927, 929
929	926, 927, 928, 930
930	929, 931
931	930
932	933
933	932, 934
934	933, 935
935	934, 936
936	935
937	938
938	937, 939
939	938

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
940	941
941	940, 942
942	941, 943
943	942, 944
944	943, 945
945	944, 946
946	945, 947
947	946, 948
948	947, 949
949	948, 950
950	949, 951
951	950, 952, 953
952	951, 953
953	951, 952, 954
954	953
955	956
956	955, 957
957	956

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots in Table 2
LAND TO BENEFIT: Lots in Table 2

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SMALL LOT HOUSING CODE (TYPE A) INCORPORATED INTO THE WYNDHAM PLANNING SCHEME UNLESS A PLANNING PERMIT IS GRANTED BY THE RESPONSIBLE AUTHORITY FOR A BUILDING THAT DOES NOT CONFORM WITH THE SMALL LOT HOUSING CODE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
921	922
922	921, 923
923	922, 924
924	923, 925
925	924, 926
926	925, 927, 929
933	932, 934
935	934, 936
937	938
938	937, 939
939	938

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0314-0557-10 D009 BY TRACT DATED 15 / 12 / 2016 AND 0316-0728-50 D001 (REV: 04) AND IS SUBJECT TO DESIGN CHANGES. VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lot 921 to 926 (both inclusive), 933, 935 and 937 to 939 (both inclusive).
LAND TO BENEFIT: The relevant abutting lots.

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT IS NOT FREE STANDING WITHIN THE TITLE BOUNDARIES OF THE LOT ON WHICH IT IS BUILT.
2. MUST NOT BUILD OR PERMIT TO BE BUILT A BUILDING THAT RELIES ON THE WALLS OF ADJACENT BUILDINGS FOR SUPPORT.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 921 to 957 (both inclusive) on this plan.
LAND TO BENEFIT: Lots 921 to 957 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT TO WHICH THIS RESTRICTION APPLIES MUST NOT BUILD OR PERMIT TO BE BUILT A DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT BECOMES AVAILABLE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

Annexure C – Proposed Plan of Subdivision

PLAN OF SUBDIVISION

EDITION 1

PS809300E

LOCATION OF LAND

PARISH: WERRIBEE

TOWNSHIP: .....

SECTION: 9

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) and B (Part)

TITLE REFERENCE: Vol. 12152 Fol. 609

LAST PLAN REFERENCE: Lot Q on PS809299K

POSTAL ADDRESS: (at time of subdivision) 50 Hobbs Road WYNDHAM VALE 3024

MGA 94 CO-ORDINATES: (of approx centre of land in plan) E: 290 580 N: 5806 580 ZONE: 55

COUNCIL NAME: WYNDHAM CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 Reserve No. 1	Wyndham City Council Powercor Australia Ltd

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

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

This survey has been connected to Werribee PM 7 and Werribee PM 439
In Proclaimed Survey Area No. (Not Applicable)

SAVANA ESTATE - Release No. 10
Area of Release: 2.326ha
No. of Lots: 47 Lots and Balance Lot T

NOTATIONS

Lots 1001 - 1047 (both inclusive) may be affected by one or more restrictions.
Refer to Creation of Restrictions A, B, C & D on Sheets 5 & 6 of this plan for details.

OTHER PURPOSE OF PLAN
Removal of the sewerage easement marked E-4 on PS809299K in so far as where it lies within new roads R1 on this plan, upon registration of this plan.

GROUNDS FOR REMOVAL:
By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988.

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0316-0728-50 D001 Rev11 BY TRACT DATED 16 / 08 / 2019 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	PS803044D	Wyndham City Council
E-2	Sewerage	See Diag.	This Plan	City West Water Corporation
E-3	Drainage	See Diag.	PS803044D	Wyndham City Council
	Sewerage		PS809299K	City West Water Corporation
E-4	Drainage	See Diag.	This Plan	Wyndham City Council
	Sewerage			City West Water Corporation
E-5	Drainage	See Diag.	This Plan	Wyndham City Council

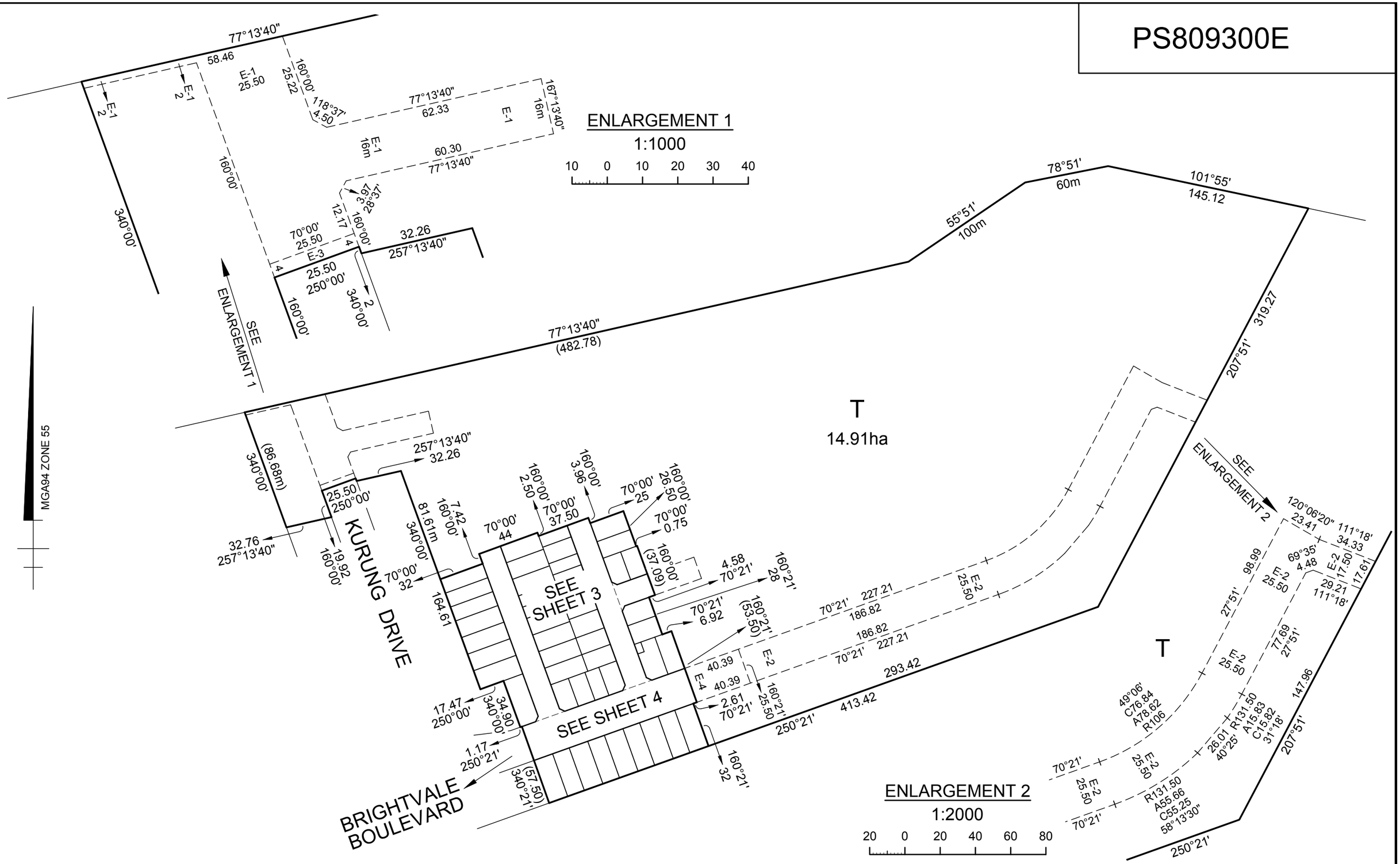
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SURVEYORS FILE REF: Ref. 02188-S10 Ver. 5

ORIGINAL SHEET SIZE: A3

Licensed Surveyor:
RAYMOND LI / Version No 5

PS809300E



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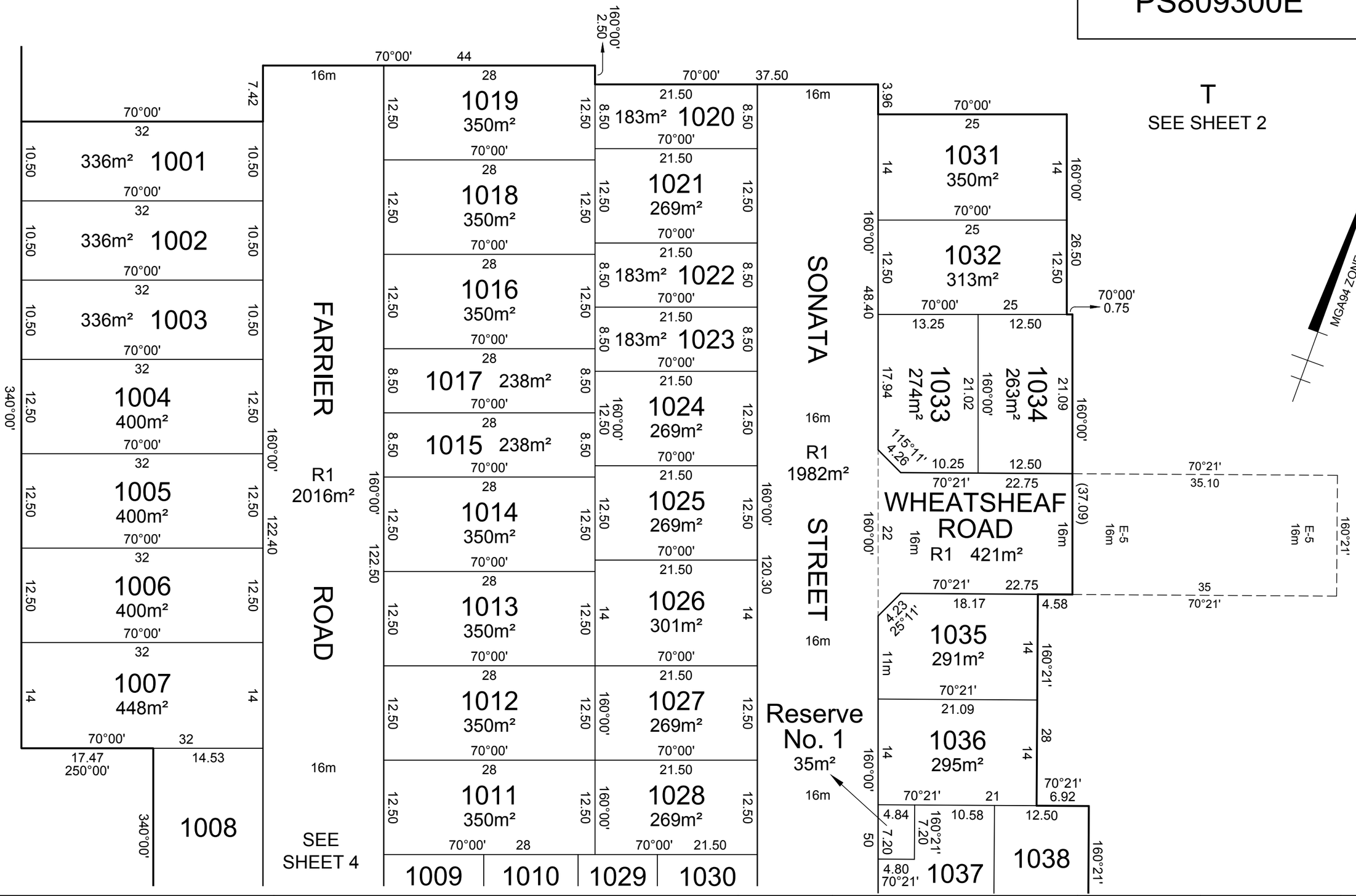
SCALE		ORIGINAL SHEET		
1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 2
Licensed Surveyor: RAYMOND LI / Version No 5				

PS809300E



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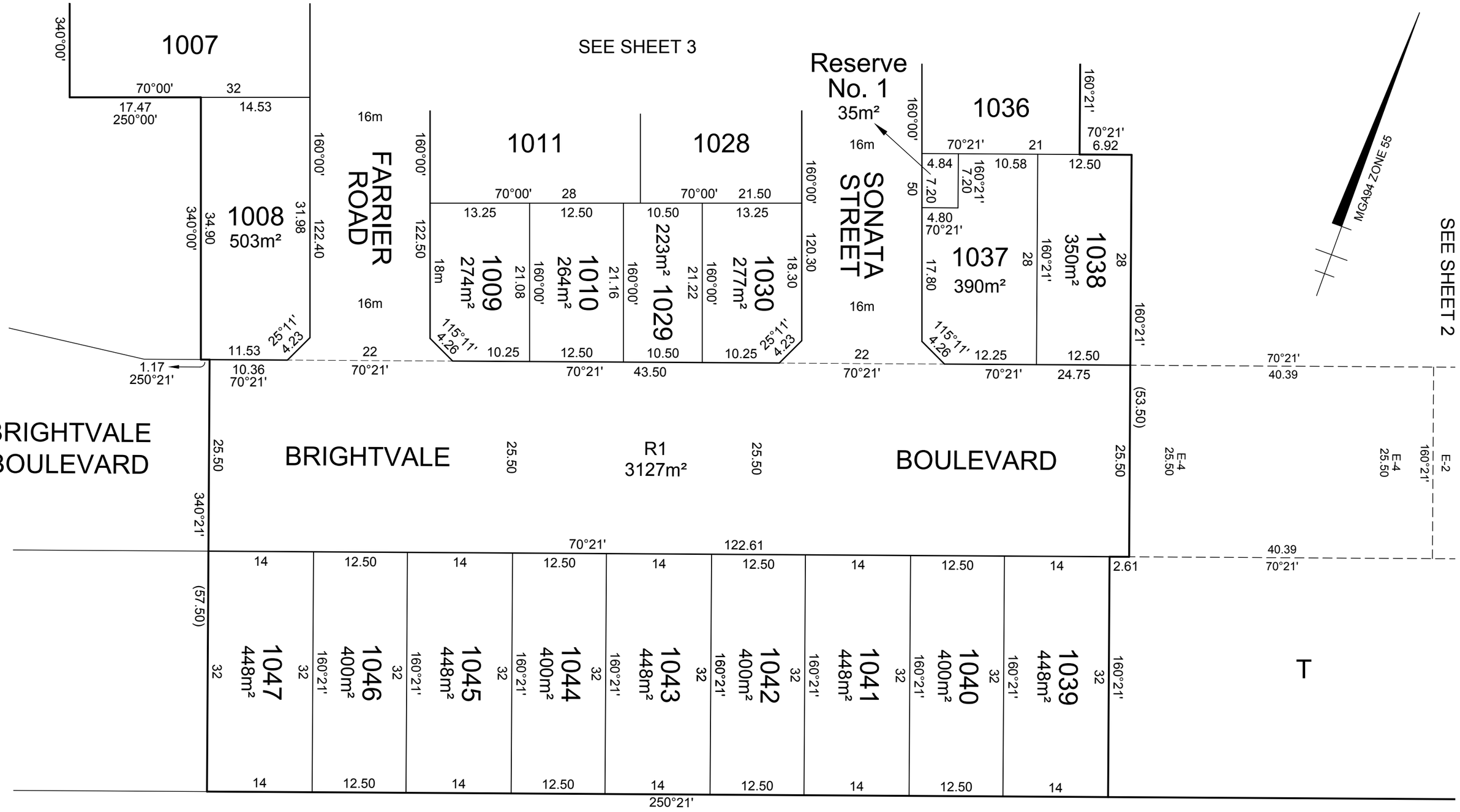
SCALE		ORIGINAL SHEET		
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 3

Licensed Surveyor:

RAYMOND LI / Version No 5

PS809300E



TAYLORS

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PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWING 0316-0728-50 D001 Rev11 BY TRACT DATED 16 / 08 / 2019 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

SCALE		ORIGINAL SHEET	Ref. 02188-S10	SHEET 4
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 5	

Licensed Surveyor:

RAYMOND LI / Version No 5

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

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

RESTRICTION
The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) Registered in Dealing No. ..... without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;

2. Must not make an application to amend a building envelope unless such an amendment and any criteria or matters which must be considered by the Responsible Authority in deciding on such an amendment are to the satisfaction of the Responsible Authority; and

3. Must not erect any building on a lot unless the plans for such a building are endorsed by the Savana Building and Design Approval Committee (SBDAC) prior to the issue of a building permit.

Expiry date: 31/12/2029

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1001	1002
1002	1001, 1003
1003	1002, 1004
1004	1003, 1005
1005	1004, 1006
1006	1005, 1007
1007	1006, 1008
1008	1007
1009	1010, 1011
1010	1009, 1011, 1029
1011	1009, 1010, 1012, 1028, 1029
1012	1011, 1013, 1027
1013	1012, 1014, 1026
1014	1013, 1015, 1025, 1026
1015	1014, 1017, 1024, 1025
1016	1017, 1018, 1022, 1023
1017	1015, 1016, 1023, 1024
1018	1016, 1019, 1021, 1022
1019	1018, 1020, 1021
1020	1019, 1021
1021	1018, 1019, 1020, 1022
1022	1016, 1018, 1021, 1023
1023	1016, 1017, 1022, 1024
1024	1015, 1017, 1023, 1025

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1025	1014, 1015, 1024, 1026
1026	1013, 1014, 1025, 1027
1027	1012, 1026, 1028
1028	1011, 1027, 1029, 1030
1029	1010, 1011, 1028, 1030
1030	1028, 1029
1031	1032
1032	1031, 1033, 1034
1033	1032, 1034
1034	1032, 1033
1035	1036
1036	1035, 1037, 1038
1037	1036, 1038
1038	1036, 1037
1039	1040
1040	1039, 1041
1041	1040, 1042
1042	1041, 1043
1043	1042, 1044
1044	1043, 1045
1045	1044, 1046
1046	1045, 1047
1047	1046

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0316-0728-50 D001 Rev11 BY TRACT DATED 16 / 08 / 2019 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

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

SCALE	0 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02188-S10 Ver. 5	SHEET 5
Licensed Surveyor: RAYMOND LI / Version No 5				

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: See Table 2
LAND TO BENEFIT: See Table 2

PRELIMINARY
THIS PLAN IS BASED ON DESIGN DRAWING 0316-0728-50 D001 Rev11 BY TRACT DATED 16 / 08 / 2019 AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme unless a Planning Permit is granted by the Responsible Authority for a building that does not conform with the Small Lot Housing Code.

Expiry date: 31/12/2029

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1009	1010, 1011
1010	1009, 1011, 1029
1015	1014, 1017, 1024, 1025
1017	1015, 1016, 1023, 1024
1020	1019, 1021
1021	1018, 1019, 1020, 1022
1022	1016, 1018, 1021, 1023
1023	1016, 1017, 1022, 1024
1024	1015, 1017, 1023, 1025

TABLE 2 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1025	1014, 1015, 1024, 1026
1027	1012, 1026, 1028
1028	1011, 1027, 1029, 1030
1029	1010, 1011, 1028, 1030
1030	1028, 1029
1033	1032, 1034
1034	1032, 1033
1035	1036
1036	1035, 1037, 1038

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots 1009, 1010, 1015, 1017, 1020 to 1025, 1027 to 1030, and 1033 to 1036.
LAND TO BENEFIT: The relevant abutting lots.

RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 31/12/2029

CREATION OF RESTRICTION D

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: Lots 1001 to 1047 on this plan.
LAND TO BENEFIT: Lots 1001 to 1047 on this plan.

RESTRICTION

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built a dwelling or commercial building unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it becomes available.

Expiry date: 31/12/2029

Annexure D – Guarantee

Annexure D – Guarantee

GUARANTEE

Date: **20**

We,

of

(“**the Guarantors**”)

1 **IN CONSIDERATION** of the Seller selling to the Buyer at our request the Property for the price and upon the terms and conditions set out in the contract **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Seller that if at any time default shall be made in the payment of the deposit or balance or interest or other moneys payable by the Buyer to the Seller under the contract to be performed or observed by the Buyer we will forthwith on demand by the Seller pay to the Seller the whole of such deposit, balance, interest or other moneys which shall then be due and payable to the Seller and will keep the Seller indemnified against all loss of purchase money interest and other moneys payable under the contract and all losses costs charges and expenses whatsoever which the Seller may incur by reason of any default as aforesaid on the part of the Buyer.

2 This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Seller in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract by a nomination under the contract or by time being given to the Buyer for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

Executed as a deed.

SIGNED, SEALED AND DELIVERED by)

the Guarantor in the presence of:) .....

Signature of Guarantor

.....

Signature of witness .....

Name of Guarantor

SIGNED, SEALED AND DELIVERED by)

the Guarantor in the presence of:) .....

Signature of Guarantor

.....

Signature of witness .....

Name of Guarantor

Annexure E – Restrictive Covenant

Restrictive Covenant

1 Restrictive Covenant

Any registered proprietor of the land hereby transferred (Burdened Land) must not at any time (and not cause, allow or permit any other person or party to) use or develop the Land hereby transferred for a commercial childcare centre.

2 Benefited Land

Lot 112 on PS739613U and every lot forming part of the plan of subdivision on which the Burdened Land forms part.

3 General

The burden of this restrictive covenant will run with and bind the Burdened Land, the registered proprietor of the Burdened Land, its successors, transferees and assigns until [**##TBC – Vendor to insert date 10 years after registration of MCP**].

Annexure F – Nomination Deed

SALE OF REAL ESTATE
NOMINATION FORM

Contract between: as Seller
And as Buyer
Dated:
Property Address: Lot no: Stage no: Estate name:
Street name: Suburb:
Guarantee dated:

WE

Buyer:.....of.....

Nominee:.....of.....

Guarantor(s).....of.....

GIVE NOTICE TO THE SELLER THAT

The Buyer nominates the Nominee as substitute Buyer to take a transfer of the Property instead of the Buyer.

The Buyer and the Nominee acknowledge that they are jointly and severally liable for performing the obligations of the Buyer under the Contract and for paying any expenses resulting from this nomination (including, but not limited to any stamp duty) and the Nominee is bound by the Contract as if the Contract had been entered by the Nominee and the Seller.

The Guarantor acknowledges that the nomination of the Nominee as substitute Buyer does not affect the Guarantor's obligations under the Guarantee

FURTHER the Buyer and the Nominee warrant that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Nominee's acquisition of an interest in the Property.

Dated **20**

Executed as a Deed by the Buyer, Nominee and Guarantor (if applicable).

EXECUTION BY NOMINEE (DELETE/INSERT AS REQUIRED):

SIGNED, SEALED AND DELIVERED
by the Nominee 1 in the presence of

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Nominee (Signature)

.....
Nominee (Name)

SIGNED, SEALED AND DELIVERED
by the Nominee 2 in the presence of.

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Nominee (Signature)

.....
Nominee (Name)

SIGNED, SEALED AND DELIVERED
by the Nominee 3 in the presence of.

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Nominee (Signature)

.....
Nominee (Name)

EXECUTED by the Nominee

.....

.....

in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

.....

Signature of director

.....

Name of director (block letters)

.....

*director/*company secretary

*delete whichever is not applicable

.....

Name of *director/*company secretary

*delete whichever is not applicable

EXECUTION BY PURCHASER (DELETE/INSERT AS REQUIRED)

SIGNED, SEALED AND DELIVERED by Purchaser **1** in the presence of:

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

.....

Purchaser (Signature)

.....

Purchaser (Name)

SIGNED, SEALED AND DELIVERED by Purchaser **2** in the presence of:

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

.....

Purchaser (Signature)

.....

Purchaser (Name)

SIGNED, SEALED AND DELIVERED
by Purchaser 3 in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Purchaser (Signature)

.....
Purchaser (Name)

EXECUTED by the Purchaser

.....
in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

.....
Signature of director

.....
Name of director

.....
Signature of *director/*company secretary
*delete whichever is not applicable

.....
Name of *director/*company secretary
*delete whichever is not applicable

EXECUTION BY GUARANTEE (DELETE AS REQUIRED)

SIGNED, SEALED AND DELIVERED
by the Guarantee 1 in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Guarantor (Signature)

.....
Guarantor (Name)

SIGNED, SEALED AND DELIVERED
by the Guarantee 2 in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Guarantor (Signature)

.....
Guarantor (Name)