



STAGE#	5	LOT#	
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CONTRACT OF SALE



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Land Contract of Sale

Octave at Junction Village – Stage 5

Property: 1160 Ballarto Road, 20 Botanic Drive, 60 Botanic Drive and 80 Botanic Drive
Junction Village VIC 3977

Lot: on proposed Plan of Subdivision PS845137J

JD JVC Development Pty Ltd (ACN 626 008 026) as trustee for the Junction Village Unit Trust

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

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Property Address: 1160 Ballarto Road, 20 Botanic Drive, 60 Botanic Drive and 80 Botanic Drive
Junction Village, Victoria 3977

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

The terms of this contract are contained in the -

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

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

Off-the-plan sales

Section 9AA(1A)
Sale of Land Act 1962

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

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

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

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SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Print name of person signing	State nature of authority if applicable (e.g. "director", "attorney under power of attorney")	Signature	Date

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 JD JVC Development Pty Ltd (ACN 626 008 026) under power of attorney dated 6 April 2021.

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

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Particulars of Sale

VENDOR'S ESTATE AGENT

Name:	red23		
Address:	529 Chapel Street, South Yarra VIC 3141		
Telephone	(03) 9540 0477	Email:	octave@red23.com.au

VENDOR

Name: JD JVC Development Pty Ltd (ACN 626 008 026) as trustee for the Junction Village Unit Trust.

Address: Level 53, 525 Collins Street, Melbourne VIC 3000

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Maddocks (Ref. KXT: 7709288.037)

Address: Collins Square, Tower Two, Level 25,
727 Collins Street, Melbourne, Victoria 3000 DX: 259 Melbourne

Telephone: 03 03 9258 3898 Fax: 03 9258 3666 Email: karen.truong@maddocks.com.au

PURCHASER

Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	
Name:			
Address:			
Phone		Email	

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PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:			
Address:			
Telephone		Fax:	
Email			

PROPERTY ADDRESS

The address of the land is:

Lot

Stage 5, 'Octave at Junction Village', 1160 Ballarto Road, 20 Botanic Drive, 60 Botanic Drive and 80 Botanic Drive Junction Village, VIC 3977

LAND (general conditions 3 and 9)

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

Lot(s):

on proposed plan of subdivision no. PS845137J (**Plan**),

being part of the land described in the attached certificate of title volume 8322 folio 627, a copy of which is contained within the Vendor's Statement and includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (general condition 2.3(f))

(List or attach schedule)

Nil.

PAYMENT (general condition 11)

Price

\$

inclusive of GST

Deposit

\$

by

(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:**Not applicable**

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

Not applicableIf the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:**Not applicable**

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SETTLEMENT (general condition 10)

Is due 10 Business Days after the Vendor gives notice in writing to the Purchaser of Registration of the Plan.

LEASE (general condition 1.1)

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

Not applicable

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

Not applicable

SPECIAL CONDITIONS

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

special conditions

If the contract is subject to **special conditions** then particulars of the special conditions are as attached.

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Particulars of Sale - Schedule 1

FIRB – PURCHASER’S STATUS DECLARATION (special condition 15)

The Purchaser declares that it is a:

Non-Australian Resident

☐

Copy of Passport provided

Passport No.

A copy of the passport is attached to or included within this contract

Australian Resident

☐

If the Purchaser is an Australian Resident, please complete the following:

Copy of Passport or Driver’s Licence provided?

Drivers Licence No. or Passport No.

ELECTRONIC EXCHANGE (special condition 56)

Yes

☐

No

☐

BANK GUARANTEE (special condition 4)

Yes

☐

No

☐

ENCUMBRANCES

If the sale is subject to an encumbrance ie: other than an existing mortgage, those encumbrances appear in Schedule 2.

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Schedule 2

Encumbrances to be assumed by the Purchaser –

- 1) All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement.
- 2) Any easements and restrictions created by the Plan or the *Subdivision Act 1988* (Vic), including any associated memorandum of common provisions.
- 3) The requirements of any Planning Permit affecting the Property.
- 4) The provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Planning Permit including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic).
- 5) Additional Restrictions.
- 6) Section 173 Agreements, including the registered agreements contained in instruments AU285738E, AU285750Q and AU544169C.
- 7) The Design Guidelines.
- 8) The Building Envelope.
- 9) All other encumbrances disclosed or contemplated by this Contract.

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Contract of Sale of Real Estate – General Conditions

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;

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- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

3. Identity of the land

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.



- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.
8. **Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. **General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

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

9.5 The contract will be at an end if:

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

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

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

Money

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
12. **Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
13. **GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.
- 14. **Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. **Adjustments**

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. **Time**

16.1 Time is of the essence of this contract.

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

17. **Service**

17.1 Any document sent by:

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. **Nominee**

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

19. **Liability of signatory**

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

20. **Guarantee**

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

21. **Notices**

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

22. **Inspection**

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

23. **Terms contract**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. **Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. **Breach**

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

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

Default

26. **Interest**

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

27. **Default notice**

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

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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.

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In these special conditions:

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

Additional Restrictions includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any Section 173 Agreement or any agreement required under the Planning Permit, or other Approval, leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:

- (a) required by an Authority;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development;
- (d) necessary to satisfy a Requirement; or
- (e) required by NBN Co Limited or any other Network Infrastructure provider (at the vendor's discretion).

Additional Special Conditions means any additional special conditions entitled 'Additional Special Conditions' attached to or included within this Contract.

Approval means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development of any Lot and includes an approval from the Design Assessment Panel under special condition 19.1.

Authority means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Balance means the balance of the Price stated in the Payment panel in the Particulars of Sale.

Bank means an Australian-owned bank, on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's Solicitor with an expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

Building Envelope means the area shaded grey on the Octave at Junction Village Building Envelopes plan contained in Annexure E, as may be amended from time to time.

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

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Commissioner has the meaning given to that term in the TA Act;

Common Property means the common property (if any) created by registration of the Plan.

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

Council means the Casey City Council.

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

Deposit means the amount that is set out as the deposit in the particulars of sale.

Design Guidelines means the design, development and use controls for all Lots as amended from time to time by the Design Assessment Panel for the purposes of achieving the expressly stated objectives of the guidelines which will be generally in accordance with the design guidelines attached at Annexure D.

Design Assessment Panel means a panel appointed by the Vendor and comprising for the purpose of assessing compliance by lot owners with the Design Guidelines.

Developer means JD JVC Development Pty Ltd ACN 626 008 026.

Development means the land in the Plan and any surrounding land developed, being developed or to be developed by the Vendor in stages and known as Octave, Junction Village.

Dwelling means a permanent dwelling for residential purposes.

FIRB means the Foreign Investment Review Board.

General Conditions are the general conditions set out in this Contract.

GST means GST within the meaning of the GST Act.

GST Act means the goods and services tax system which is Australian law under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated legislation or any amendment or replacement of that Act or legislation.

Guarantee means the guarantee and indemnity in the form set out in Annexure A.

Guarantor means the guarantor(s) named in the Guarantee.

Hazardous Materials includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Federal, State or local statute, law, ordinance, rule or regulation, regulating or imposing a liability or standards of conduct concerning any such substance or material.

Insolvency Event means, in relation to a party, any of the following events:

- (a) a party, being an individual, commits an act of bankruptcy;
- (b) a party becomes insolvent;

- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
- (d) a party assigns any of its property for the benefit of creditors or any class of them;
- (e) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale;
- (f) any security interest becomes enforceable or is enforced against the party;
- (g) the party has a judgment or order given against it in an amount exceeding \$10,000 or the equivalent in another currency and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (h) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Interest means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it.

Land means the land described in the particulars of sale.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Lot or Lots means a lot or lots on the Plan.

Nature Strip means that part of the land between the Lot and the road not forming part of the Purchaser's title.

NBN Building Ready Specifications means specifications governing the building requirements for connection of a dwelling house to the national broadband fibre optic network as may be provided by the Vendor.

Network Infrastructure means the national broadband fibre optic network infrastructure.

Occupancy Permit means an occupancy permit issued under the *Building Act* 1993 (Vic) for the Property.

Outgoings means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, insurance premiums, or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.

Parent Title means the land comprised in certificate of title volume 8322 folio 627.

Planning Approvals means the endorsement by the Authority of the precinct master plan for the Development, together with the endorsement of any ancillary plans required to complete the Development.

Planning Approval Date means 24 months from the Day of Sale.

Plan means proposed Plan of Subdivision number PS845137J, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the Plan and

any restriction noted on the Plan and on Registration by the Registrar, means the Plan in the form in which it is registered.

Planning Permit means planning permit PlnA01023/15.A, a copy of which is attached to the Vendor's Statement and any other planning permit authorising the Vendor's proposed use and development of all or part of the land comprised in the Parent Title (as those permits may be amended from time to time).

Planning Scheme means the Casey Planning Scheme.

Precinct Structure Plan means the precinct structure plan adopted by the Responsible Authority and affecting the Site and as at the Day of Sale known as the Botanic Ridge Precinct Structure Plan.

Price means the price stated in the Payment panel in the particulars of sale.

Proper Landscaping means the landscaping of the front of the Property with turf, garden beds, trees and shrubs to a standard acceptable to the Vendor, consistent with the Design Guidelines and consistent with the presentation of a high quality development.

Property means the property described in the Land panel in the particulars of sale. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Property Controls means all existing and future planning, environmental, building, heritage and similar controls relating to the use or development of the Property, including (as applicable), the Precinct Structure Plan, the Planning Scheme, the Planning Permit and any Approval.

Public Works means the public infrastructure and community facilities proposed for part of the Development which may or may not be constructed by the Developer, including without limitation wetland areas, conservation areas, passive open space such as parks and noise attenuation barriers contemplated by the Precinct Structure Plan or any public infrastructure plan.

Purchaser means the purchaser specified in the particulars of sale.

Purchaser Rights means:

- (a) making requisitions;
 - (b) claiming compensation;
 - (c) rescinding or purporting to rescind;
 - (d) calling on the Vendor to amend title or to bear any cost of doing so;
 - (e) delaying settlement;
 - (f) avoiding any of its obligations; and
 - (g) making any other Claims,
- under or in connection with this Contract.

Registered or Registration means registration of the Plan by the Registrar under the Subdivision Act.

Registrar means the Registrar of Titles of Victoria.

Registration Period means the period commencing on the Day of Sale and expiring 48 months after the Day of Sale.

Required Rating means:

- (a) a financial strength rating of A1 or higher from Moody's; or
- (b) a financial strength rating of A+ or higher from S&P.

Requirement means any notice, order, direction, requirement, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Property, the use of the Property or the Development irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.

Restrictions means the restrictions noted on the Plan, the Building Envelope, or included in a memorandum of common provisions (if applicable).

Sale or Sell includes a sale, agreement to sell, the granting of an option and a transfer.

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

Settlement Date means the date on which the balance of the Price must be paid.

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

Subsequent Stage Land means all the land that is, or may be, included in the Development except for the land in the Plan.

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

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

Utilities means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services (including if applicable the national broadband network) and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services (if any).

Vendor means the vendor specified in the particulars of sale.

Vendor's Agent means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale.

Vendor's Solicitor means the Vendor's legal practitioner as specified in the particulars of sale or such other legal practitioner as the Vendor may nominate from time to time.

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

Works means all design, building, construction and landscaping work that the Purchaser intends to complete on the Property including because of a Law that applies to the Site.

1.2 Interpretation

In this Contract:

- 1.2.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
 - (b) the singular includes the plural and vice versa;
 - (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
 - (d) any gender includes the other genders;
 - (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
 - (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.
- 1.2.2 including and singular expressions are not words of limitation;
- 1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract;
- 1.2.4 if the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected; and
- 1.2.5 any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- 1.3 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.
- 1.4 If an act must be done on a specified day which is not a Business Day, the act must be done on the Business Day immediately after that specified day.
- 1.5 If the whole or any part of a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision (or part thereof) must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 1.6 If it is not possible to read down a provision (or part thereof) as required in special condition 1.5 that provision (or part thereof) is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.
- 2. Amendments to General Conditions**
 - 2.1 The parties agree that if there is any inconsistency between the provisions of the General Conditions, these special conditions and the Additional Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the ranking in priority will be as follows:
 - 2.1.1 first the Additional Special Conditions;
 - 2.1.2 second, these special conditions; and
 - 2.1.3 third, the General Conditions.
 - 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.

2.3 The General Conditions (GC) are amended as follows:

2.3.1 GC2.1 is deleted and replaced with the following:

'2.1 The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) 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 prior to the revocation of the Estate Agents (Contracts) Regulations 2008 on 11 August 2018'.

2.3.2 GC6 is amended by inserting the following sentences at the end of the General Condition:

'The vendor is not required to effect settlement until 10 days after the transfer of land is given to the vendor's solicitor if the purchaser fails to give the transfer of land in accordance with this General Condition. The purchaser will be deemed to default in payment of the balance from the date settlement is due under the contract to the date settlement takes place if, pursuant to this General Condition, the vendor effects settlement after the date settlement is due under the contract.'

2.3.3 GC 7 is deleted and replaced with the following:

'7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a Security Interest registered under the *Personal Property Securities Act 2009* (Cth). Words and phrases used in general condition 7 which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7.

7.2 If a Security Interest in respect to any part of the Property is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement, the purchaser receives a release from the secured party releasing the property that is subject to the security interest from the security interest.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.

7.4 If the purchaser receives a release under general condition 7.2, the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.5 The purchaser must not grant a Security Interest over any part of the property prior to the settlement date. The purchaser must indemnify and hold harmless the vendor against all claims, damages or loss incurred by the vendor as a consequence of the Purchaser granting a Security Interest over any part of the property in breach of this condition.

7.6 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.'

2.3.4 GC8 is deleted.

2.3.5 GC10.1 (b)(i) is amended to read:

'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and '.

2.3.6 GC10.3 is deleted and replaced with:

'10.3 Settlement must be conducted between the hours of 10.00a.m. and 3.00p.m. unless the parties agree otherwise. A settlement which occurs after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the following business day.'

2.3.7 GC11.1(c) is deleted.

2.3.8 GC11.2 is amended by inserting an additional sentence as follows:

'Unless the price includes GST, the reference to "the price" in this general condition 11.2 refers to the price plus any GST payable on the price.'

2.3.9 GC11.5 is amended to read:

'For the purposes of this general condition 'authorised deposit taking institution' means a 'Bank'.

2.3.10 GC11.6 is amended by changing the reference to 'three cheques' to 'five bank cheques'.

2.3.11 GC13 is amended as follows:

(a) the following words are inserted at the end of GC13.2:

The purchaser must pay an amount that it is required to pay under this general condition in full and without deduction, set-off, withholding or counterclaim.

(b) the following new sub-paragraph is added to GC13.8:

(c) any term used in this general condition has the meaning given in the GST Act.

(c) the following new paragraphs are added as GC13.9 and 13.10:

13.9 Despite any other provision of this contract, if either party is required to reimburse to the other any costs, expenses or other amounts that the other party has incurred in connection with this contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.

13.10 The amount recoverable on account of GST under this general condition by the Vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the Purchaser under this general condition.

2.3.12 Insert a new GC 17.4 as follows:

'17.4 Notwithstanding general conditions 17.1, 17.2 and 17.3, the purchaser, or its solicitor, conveyancer or agent, must not serve any document, notice or demand on the vendor, its solicitor, conveyancer or agent by email.'

2.3.13 GC18 is amended by adding an additional sentence as follows:



"The Purchaser must not nominate an additional or substitute purchaser under this Contract subject to general condition 18.2.

18.2 The Purchaser may nominate an additional or substitute purchaser if the nominee is either a:

a) husband (including de facto), wife (including de facto), mother, father, brother, sister, son or daughter of the Purchaser; or

b) company of which the Purchaser is a director or shareholder who controls more than 50% of the shares within the company; or

c) custodian or trustee relating to the Purchaser's superannuation fund,

provided that:

d) the nominee is not a Foreign Person for the purposes of the Takeovers Act as set out in special condition 15; and

e) the nominee has not purchased (either as an original purchaser or as a nominee) 2 or more lots in the Development that remain unsettled at the time the nomination occurs.

18.3 If the Purchaser nominates in accordance with general condition 18.2, the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract.

18.4 Any nomination under general condition 18.2 must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal representative or conveyancer:

- (a) a nomination deed executed by the nominee and the Purchaser in the form attached at Annexure C;
- (b) if the nominee is a custodian or trustee as referred to in general condition 18.2, satisfactory evidence that it relates to the Purchaser's superannuation fund;
- (c) if the nominee is a corporation to which General Condition 20 applies, a guarantee and indemnity in the form attached to this Contract as Annexure A but includes changes necessary by reason of the nomination;
- (d) a written acknowledgment from the Guarantors that the nomination of the nominee does not vitiate the Guarantors' obligations;
- (e) a written statement from the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish the notice to the Treasurer of its intention to acquire an interest in the Property;
- (f) a written statement from the Purchaser and the nominee whereby the Purchaser and the nominee agrees that if the warranty in General Condition 18(e)(i) is breached, the Purchaser and the nominee must indemnify the vendor against any penalties, fines, legal costs, claims, losses or damages which the vendor suffers as a direct or indirect result of a breach of that warranty; and
- (g) a cheque payable by the nominee to the Vendor's legal representative or conveyancer for \$420 (including GST), in respect of the legal costs payable by the nominee under the nomination deed."

2.3.14 GC19 is amended to read as follows:

'Any signatory for a proprietary limited company purchaser or a trust 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 or a trust'.

2.3.15 GC20 is deleted and replaced with the following:

'If the purchaser is a company other than a public listed company or if the purchaser nominates a substitute purchaser which is a company other than a public listed company, the purchaser must procure the execution of the Guarantee by:

- (a) each of its directors; or
- (b) a listed company of which the purchaser is a subsidiary,

at the purchaser's expense and deliver it to the vendor together with the executed contract.'

2.3.16 GC21 is amended to read:

'Subject to any special condition to the contrary, 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 settlement date.'

2.3.17 GC22 is deleted.

2.3.18 GC24.4 to 24.6 (inclusive) are deleted.

2.3.19 GC25 is amended by adding the following new paragraph at the end of the general condition:

'The purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss':

- (a) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- (b) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year;
- (c) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and
- (d) any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the property.'

2.3.20 GC26 is amended by inserting '6%' instead of '2%'.

2.3.21 GC28.4(a) is amended to read as follows:

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

2.3.22 GC28 is amended by including a new paragraph 28.6 as follows:

'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'

3. Deposit

- 3.1 The Deposit must not exceed 10 per cent of the Price. The Deposit must be paid to the Vendor's Solicitor named in this Contract to be held on trust for the Purchaser in the Vendor's Solicitor's trust account until the Registration of the Plan.

- 3.2 If the due date for the payment of the Deposit is not completed in the particulars of sale then the parties agree that the Deposit is immediately due and payable to the Vendor on the Day of Sale.
- 3.3 If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's Solicitor to invest the Deposit and agree that any Interest must be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 3.4 Upon registration of the Plan the Deposit must be held or invested by the Vendor's Solicitor upon the terms set out in this special condition as stakeholder for the parties.
- 3.5 Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Solicitor or to the bank at which the Vendor's Solicitor's trust account is held (**Vendor's Solicitor's Bank**). If the Purchaser gives its tax file number to the Vendor's Solicitor's Bank it must, as soon as it has done so, give the Vendor's Solicitor verification of this.
- 3.6 If the Purchaser breaches special condition 3.5 and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's Solicitor or to the Vendor's Solicitor's Bank prior to receiving the Interest, whereupon the Interest is payable to the Purchaser.
- 3.7 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this special condition 3.

4. **Bank Guarantee**

- 4.1 The Vendor may accept a Bank Guarantee from the Purchaser instead of actual payment of the Deposit or any part of the Deposit.
- 4.2 The Vendor is not deemed to accept a Bank Guarantee unless it notifies the Purchaser in writing that it accepts a Bank Guarantee. For the avoidance of doubt, the Vendor is not deemed to accept a Bank Guarantee merely by reason of its receipt of a Bank Guarantee or 'Yes' being selected in relation to 'Bank Guarantee' in Schedule 1 to the particulars of sale.
- 4.3 If the Vendor agrees to accept a Bank Guarantee, the Purchaser must deliver it to the Vendor's Solicitor on the Day of Sale, for an amount equal to the Deposit. For the avoidance of doubt, the Vendor's Agent is not authorised to hold the Bank Guarantee.
- 4.4 If the Purchaser complies with special condition 4.3, the Purchaser must pay the Deposit in cleared funds to the Vendor's Solicitor by no later than the first to occur of:
 - 4.4.1 the Settlement Date;
 - 4.4.2 the date that is 30 days before the Bank Guarantee expires;
 - 4.4.3 any earlier date on which:
 - (a) the Vendor is entitled to the release to it of the Deposit having regard to the provisions of this contract and section 27 of the Sale of Land Act;
 - (b) the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser;
 - (c) the Bank Guarantee becomes ineffective; or

- (d) issuer of the Bank Guarantee is not of at least the Required Rating and the Purchaser has not served on the Vendor's Solicitor a replacement Bank Guarantee from an issuer of at least the Required Rating.

When the Purchaser pays the Deposit in cleared funds, the Vendor must return the Bank Guarantee.

- 4.5 If the Purchaser breaches special condition 4.3, the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's Solicitor.
- 4.6 If the Purchaser breaches special condition 4.4 or 4.5 (time being of the essence), the Purchaser is in default under this Contract and without limiting the Vendor's rights the Vendor's Solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.
- 4.7 Any Bank Guarantee provided to the Vendor under this special condition 4 must be held on trust by the Vendor's Solicitor for the Purchaser until Registration of the Plan or the date that the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser whichever occurs earlier.
- 4.8 Any moneys paid by:
 - 4.8.1 the Purchaser pursuant to special condition 4.4 or 4.5; or
 - 4.8.2 the Bank pursuant to special condition 4.6,

must be dealt with by the Vendor's Solicitor in accordance with special condition 3.1 and otherwise the Sale of Land Act. For the avoidance of doubt, this special condition takes precedence over anything else in this special condition 4.

- 4.9 Should the Purchaser pay the Deposit or any part of the Deposit by way of Bank Guarantee, the Purchaser will procure the Bank to pay a fee of \$360 plus GST to the Vendor's Solicitor before such Bank Guarantee (including any replacement Bank Guarantee) is accepted and in any event before or as a condition of settlement.

5. **Registration of Plan**

- 5.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.
- 5.2 The Vendor must at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 5.2 does not require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined in the *Domestic Building Contracts Act 1995* (Vic).
- 5.3 If the Plan is not registered by the Registrar within the Registration Period then, prior to the Plan being registered:
 - 5.3.1 the Purchaser has the right to rescind this Contract by giving notice in writing to that effect to the Vendor; or
 - 5.3.2 the Vendor may give the Purchaser notice in writing in accordance with section 10B of the Sale of Land Act that it intends to rescind the Contract in 28 days (**Rescission Date**) subject to obtaining the Purchaser's consent. If the Purchaser consents to the rescission in writing prior to the Rescission Date, then this Contract is rescinded effective on the Rescission Date. If the Purchaser consents to the rescission after the Rescission Date, the Contract is rescinded effective on the date the Purchaser gives consent.

- 5.4 The Vendor discloses to the Purchaser the following:
- 5.4.1 the Vendor is required to give notice to the Purchaser of the proposed rescission of the Contract under this special condition;
 - 5.4.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
 - 5.4.3 the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind the Contract; and
 - 5.4.4 the Supreme Court of Victoria may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.
- 5.5 If this Contract is rescinded pursuant to special condition 5.3:
- 5.5.1 the Vendor must refund to the Purchaser all deposit money paid under this Contract;
 - 5.5.2 any Bank Guarantee accepted by the Vendor under special conditions 4 will be returned to the Purchaser or the Bank for cancellation; and
 - 5.5.3 unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure Registration of the Plan.
6. **Amendments to Plan**
- Subject to section 9AC of the Sale of Land Act:
- 6.1 the Vendor may make such minor alterations to the Plan that:
- 6.1.1 may be necessary to:
 - (a) accord with surveying practice; or
 - (b) alter the Plan so that the land in the Plan is developed in stages or so that the Lots being sold under this Contract are combined into one lot or retained as separate Lots, the Purchaser acknowledging that any such alteration does not materially affect the Lots to which this Contract relates; or
 - (c) comply with any Requirement, or any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or
 - 6.1.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it.
- 6.2 the Purchaser acknowledges and agrees that section 10(1) of the Sale of Land Act 1962 does not apply to this Contract in respect of the final location of an easement shown on the certified Plan;
- 6.3 the Purchaser must accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots sold under this Contract and any other Lot or Lots on the registered Plan;

- 6.4 the Purchaser must not make any objection, requisition or exercise any of the Purchaser Rights because of:
- 6.4.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially affect the Purchaser;
 - 6.4.2 any alleged misdescription of the Property or deficiency in its area or measurements;
 - 6.4.3 any renumbering of Lots (including the Purchaser's Lot) or stages on the Plan;
 - 6.4.4 an alteration to the Plan which results in a change to the area of the Property of less than 5%; or
 - 6.4.5 the reconfiguration and/or consolidation of Lots (other than the Purchaser's Lot) including Lots beside the Purchaser's Lot; and
- 6.5 for the purposes of special condition 6.4, the Purchaser agrees that those changes contemplated are a minor variation or discrepancy and do not materially affect the Purchaser.
7. **Caveat**
- 7.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the Property prior to the Settlement Date.
- 7.2 The Purchaser acknowledges that this special condition is an essential term of the Contract.
- 7.3 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition 7. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition 7.
- 7.4 The Purchaser appoints the Vendor's Solicitors as its attorney to withdraw any such caveat or to sign a withdrawal of such caveat. This appointment survives the rescission or termination of this Contract by either party.
8. **Disclosure of Surface Level Works**
- 8.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Property or any land abutting the Property in the same subdivision as the Property which:
- 8.1.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
 - 8.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,
- are set out in the plan of surface level works attached as Annexure B to this Contract.
- 8.2 The Purchaser acknowledges and agrees that the Vendor and/or the Developer does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time), and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.

- 8.3 The Purchaser must not exercise the Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

9. **Property Controls**

9.1 The Purchaser:

9.1.1 accepts the Property:

- (a) with all Property Controls and Approvals; and
- (b) in its present condition with all defects including fill and any non-compliance with any Property Controls or Approvals (subject to any change in condition arising from the Vendor fulfilling its obligations under this contract);

9.1.2 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Site and that the Site may be filled, raised, levelled, compacted or cut;

9.1.3 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in special condition 9.1.1; and

9.1.4 must not exercise the Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

9.2 The Purchaser assumes full responsibility for compliance with each Property Control and Approval as from the Settlement Date and agrees to hold the Vendor indemnified at all times against all loss or damage which the Vendor suffers arising directly or indirectly out of the Purchaser's failure to comply with a Property Control or the Purchaser's breach of or failure to obtain an Approval as from the Settlement Date.

10. **Encumbrances**

10.1 **Subject to all Laws**

The Purchaser buys the Property subject to any applicable Law including, without limitation, any Requirement or Approval.

10.2 **Easements**

The Purchaser:

10.2.1 admits that the Property is sold subject to the provisions of the Act; and

10.2.2 buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 of the particulars of sale to this Contract and/or created or implied by the Act, the Plan or any Approval; and
- (b) the rights of the Vendor under special condition 10.3.

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 10.2.

10.3 Additional Restrictions

10.3.1 The Purchaser acknowledges that as at the Day of Sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.

10.3.2 Without limiting special condition 10.3.1,

(a) the Purchaser acknowledges that the Planning Permit requires that the Vendor must enter into the following Section 173 Agreement before Settlement, which will burden the Property (and in respect of which the Purchaser will be required to comply with), which prohibits the Purchaser from:

- (i) keeping cats or exotic bees on the Property; and
- (ii) planting or raising listed environmental weeds on the Property; and

the Vendor may be required to,

(b) grant leases or other occupation rights to third parties including, without limitation, Authorities, and suppliers of Utilities; or

(c) create or grant easements, covenants, restrictions or other rights and obligations including the entering into of any Section 173 Agreement, including, without limitation:

- (i) the Section 173 Agreement specified in condition 23 of the Planning Permit under which the Purchaser acknowledges that the Royal Botanic Gardens Cranbourne is a potential bushfire hazard. That Section 173 Agreement is to be registered on the title to every Lot that is within, or partly within, 150 meters of the relevant bushfire hazard; or
- (ii) any Section 173 Agreement arising out of the environmental assessment referred to in condition 9 of the Planning Permit,

for the certification or registration of the Plan or to comply with any planning permit granted or to be granted for the Development or if it is in the opinion of the Vendor, necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

10.3.3 The Vendor may enter into, grant or finalise any Additional Restriction on or after the Day of Sale.

10.3.4 The Vendor does not give any assurance:

- (a) as to the nature of the Additional Restriction;
- (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
- (c) when any Additional Restriction will be entered into, granted or finalised.

10.3.5 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:

- (a) agrees to accept and observe an Additional Restriction; and
- (b) acknowledges that the Additional Restriction runs with the relevant land.

10.3.6 The Purchaser acknowledges and agrees that:

- (a) the Vendor may create in a memorandum of common provisions and/or require the Purchaser to create in the instrument of transfer of the Land (including by reference to a memorandum of common provisions) or otherwise, any Additional Restrictions in the form of easements or covenants which burden the Land;
- (b) if the Restrictions are not included in a memorandum of common provisions and, for any reason, the Restrictions cannot be registered, the Vendor may create restrictive covenants in a memorandum of common provisions on the same terms as the Restrictions and refer to the memorandum of common provisions in the Plan.

10.3.7 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not exercise the Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions or the Restrictions.

10.4 **Planning Approvals**

10.4.1 This Contract is subject to and conditional upon the Vendor obtaining the grant of the Planning Approval by the Planning Approval Date.

10.4.2 If the Planning Approvals:

- (a) have not been granted by the Planning Approval Date; or
- (b) are granted by the Planning Approval Date subject to conditions or requirements which are, in the Vendor's absolute and sole discretion, unacceptable;

then the Vendor will have the right to rescind this Contract by giving notice in writing to that effect to the Purchaser within 30 days after the Planning Approval Date.

10.4.3 If this Contract is rescinded under special condition 10.4.2:

- (a) this Contract ends immediately on the Vendor giving notice in writing to that effect to the Purchaser;
- (b) General Conditions 27 and 28 no longer apply to this Contract;
- (c) the Vendor must refund to the Purchaser all deposit money paid under the Contract,
- (d) any Bank Guarantee accepted by the Vendor under special condition 4 will be returned to the Purchaser or the Bank for cancellation; and
- (e) unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to obtain the Planning Approval by the Planning Approval Date.

- 10.4.4 Special condition **Error! Reference source not found.** is for the sole benefit of the Vendor and may only be waived by the Vendor notifying the Purchaser in writing of the waiver prior to the Planning Approval Date.

11. Vendor's right to terminate

11.1 If:

- 11.1.1 any Requirement imposed by an Authority for the Plan is in the opinion of the Vendor (acting reasonably) too onerous on the Vendor to perform or accept;
- 11.1.2 on or before 12 months from the Day of Sale, the Vendor has not entered into a sufficient number of unconditional contracts of sale for the Lots, in its absolute discretion; or
- 11.1.3 the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor, or
- 11.1.4 the Vendor determines in its absolute discretion that the Development is not financially viable,

then the Vendor may elect to terminate this Contract by giving notice in writing to that effect to the Purchaser.

11.2 If this Contract is terminated or rescinded under special condition 11.1

- 11.2.1 the Contract ends immediately on the Vendor giving notice in writing to that effect to the Purchaser;
- 11.2.2 General Conditions 27 and 28 no longer apply to this Contract;
- 11.2.3 the Vendor must refund to the Purchaser all deposit money paid under the Contract;
- 11.2.4 any Bank Guarantee accepted by the Vendor under special condition 4 will be returned to the Purchaser or the Bank for cancellation; and
- 11.2.5 unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the termination or rescission of this Contract.

11.3 This special condition 11 is for the sole benefit of the Vendor and may only be waived by the Vendor notifying the Purchaser in writing of the waiver.

12. Outgoings

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

12.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser is either:

- 12.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:
 - (a) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or

- (b) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or

12.2.2 on such other basis,

as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

13. Land Tax

13.1 Despite any other provision in this Contract, the parties agree that:

13.1.1 for the purpose of special condition 12.2 or General Condition 15, 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 Title (**Land Tax Assessment**); and

13.1.2 land tax is adjusted:

- (a) based on the proportional land tax stated on the Land Tax Assessment; and
- (b) between the Vendor and the Purchaser 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 assessment;
- (c) from the Settlement Date,
- (d) on such other basis.

as the Vendor may reasonable direct the Purchaser on or before the Settlement Date.

13.2 The Purchaser acknowledges and agrees that:

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

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

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

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

13.3 If special condition 13.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2.25% of the Price of the property (**Amount Paid**).

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

- 13.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser;
or
- 13.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- 13.5 Despite special condition 12.2, payment of the Price must not be delayed and no money must be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property.
- 13.6 The Vendor acknowledges that:
 - 13.6.1 it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession; and
 - 13.6.2 subject to special condition 13.1, it must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.
- 14. **Certificate of title**

If on the Settlement Date, a separate certificate of title for the Property:

 - 14.1 has not issued; or
 - 14.2 is not available from the Land Registry,

the Purchaser must accept a nomination request form endorsed by the Vendor's Solicitor or Vendor's mortgagee to register the transfer of land and issue the certificate of title to the Purchaser or as directed by the Purchaser or the Purchaser's mortgagee.
- 15. **Non-Australian resident – FIRB Warranty**
 - 15.1 If the Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the particulars of sale or this section of the particulars of sale is otherwise not completed, then the Purchaser:
 - 15.1.1 warrants to the Vendor, as an essential term of this Contract, that it is an Australian Resident and the acquisition of the Property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and
 - 15.1.2 agrees that if the warranty in special condition 15.1.1 is breached, the Purchaser must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
 - 15.2 If the Non-Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the particulars of sale:
 - 15.2.1 the Purchaser must, as an essential term of this Contract, promptly after the Day of Sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act of this purchase and keep the Vendor informed of the progress of the FIRB approval application;
 - 15.2.2 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale;
 - 15.2.3 this Contract is subject to the condition precedent that the Purchaser obtains FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 30

days of the Day of Sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which:

- (a) the Purchaser may by notice in writing within 5 days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from the Contract; or
- (b) the Vendor may, at its discretion, elect to rescind the Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,

and the Deposit will be refunded to the Purchaser, or any Bank Guarantee accepted by the Vendor under special conditions 4 will be returned to the Purchaser or the Bank for cancellation; and

- 15.2.4 the Purchaser must provide evidence of the FIRB approval to the Vendor's Solicitors immediately upon receipt.

For the avoidance of doubt, if the Purchaser does not withdraw from the Contract in accordance with special condition 15.2.3(a), special condition 15.2.3(a) will be of no further force or effect and thereafter the Purchaser will be taken to have warranted to the Vendor that it has obtained or no longer requires FIRB approval for the purchase of the Property.

- 15.3 General Conditions 16.2 and 27 do not apply to special condition 15.2.3.

- 15.4 The Purchaser and any substitute or additional transferee nominated pursuant to General Condition 18 acknowledges that it is responsible for any fees payable in respect of an application to obtain FIRB approval.

16. **Restriction on re-sale prior to settlement**

- 16.1 The Purchaser must not:

- 16.1.1 Sell (other than a mortgage to finance its acquisition of the Property under this Contract) the whole or any part of its interest in the Property;
- 16.1.2 erect or display, or cause to be erected or displayed, any sign, notice or advertisement (whether visible from the outside of the Property or not) offering the Property for sale; or
- 16.1.3 publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement offering the Property for sale (including any sign, notice or advertisement in print, electronic or online form),

until after the Settlement Date.

- 16.2 The Purchaser must not assign or transfer the Purchaser's rights or interest pursuant to this Contract prior to the Settlement Date.

- 16.3 On or before the Settlement Date, the Purchaser must not without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion or subject to conditions as the Vendor deems fit) publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement (including any sign, notice or advertisement in print, electronic or online form) which, in the Vendor's opinion, is published:

- 16.3.1 in connection with a proposed nomination by the Purchaser of a substitute or additional transferee pursuant to GC18 of this Contract; or

- 16.3.2 in an attempt to find or secure a person who the Purchaser may wish to nominate as a substitute or additional transferee pursuant to GC18 of this Contract.
- 16.4 If the Purchaser breaches special 16.1.2, 16.1.3 or 16.3, the Purchaser must procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the Vendor or the Vendor's Solicitor to do so, failing which, and without limiting any of the Vendor's rights under the Contract, the Purchaser irrevocably appoints the Vendor as its attorney to do all things necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn and acknowledges that the Vendor will be entitled to recover its costs in doing so from the Purchaser.
- 16.5 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 16.
- 16.6 The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.
17. **Restriction on re-sale after settlement**
- 17.1 Without limiting special condition 16, if the Purchaser at any time before the Purchaser has completed the construction of a Dwelling on the Land has, or intends to, enter into a contract for the sale or transfer of the Property, the Purchaser:
- 17.1.1 must obtain the Vendor's prior written consent to the intended or actual sale or transfer of the Property (which may be given, or withheld, or given subject to conditions as the Vendor deems fit);
 - 17.1.2 agrees and acknowledges that it must not be in breach of this Contract at the time it seeks the Vendor's consent;
 - 17.1.3 must not publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement (including any sign, notice or advertisement in print, electronic or online format) and appoints the Vendor as its attorney to do all things necessary to remove or withdraw any such notice or advertisement (at the Purchaser's cost); and
 - 17.1.4 if the Vendor gives consent to the sale or transfer of the Property, must deliver to the Vendor or the Vendor's Solicitor within thirty (30) days of entering into a contract of sale or transfer of the Property whichever is earlier:
 - (a) details of the new owner of the Property (**New Owner**);
 - (b) a cheque payable by the New Owner to the Vendor's Solicitor for \$380 (plus GST) being the Vendor's costs for preparing the deed contemplated by special condition 17.1.4(c);
 - (c) a deed executed by the New Owner in favour of the Vendor and in the form reasonably required by the Vendor under which the New Owner agrees as follows:
 - (i) to comply with all of the obligations of the Purchaser under special conditions 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 42, 43, 44, 45, 46 and 48;
 - (ii) where the Vendor owns any land adjoining the Property, that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00; and

- (iii) to require, at the New Owner's cost, any purchaser or transferee from the New Owner to execute a further acknowledgment in favour of the Vendor in the same terms as are set out in this special condition 17.1;
- 17.1.5 must make the contract or agreement with the New Owner conditional upon the Purchaser obtaining the Vendor's consent to the sale or transfer and the New Owner executing the deed contemplated by special condition 17.1.4(c); and
- 17.1.6 must include in its contract or agreement with the New Owner an entitlement to procure the New Owner to execute the deed contemplated by special condition 17.1.4(c).
- 17.2 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and arising in respect of the matters set out in this special condition (including a failure by the Purchaser to comply with the provisions of this special condition).
- 17.3 The Purchaser acknowledges and agrees that not all of the Lots will be sold before the Settlement Date.
- 18. **Design Guidelines**
- 18.1 The Purchaser acknowledges and agrees that it:
 - 18.1.1 has read and understood the Design Guidelines;
 - 18.1.2 must comply with the Design Guidelines; and
 - 18.1.3 the Design Guidelines may be varied after the Day of Sale.
- 18.2 The Purchaser must not commence construction of any Works on the Property without the prior written consent of the Design Assessment Panel.
- 18.3 Despite Design Assessment Panel approval, the Purchaser may still need any relevant Approvals including but not limited to endorsement of the plans and specifications by Council. The Purchaser acknowledges that no approval granted by the Vendor or the Design Assessment Panel will constitute any representations that the plans and specifications will be approved by Council.
- 18.4 In the event of any conflict arising between the Restrictions these special conditions or the Design Guidelines, the ranking in priority will be as follows:
 - 18.4.1 first the Restrictions;
 - 18.4.2 second these special conditions; and
 - 18.4.3 third the Design Guidelines.
- 18.5 The Purchaser acknowledges that:
 - 18.5.1 the Vendor may, at any time, at its absolute discretion be entitled, to vary or waive, any of its requirements (including requesting changes to the Purchaser's plans and specifications) as set out in the Design Guidelines. The Purchaser must not exercise the Purchaser's Rights by reason of such waiver or variation;
 - 18.5.2 neither the Vendor nor the Design Assessment Panel will be liable to the Purchaser in respect of:

- (a) any approval given by the Vendor, the Design Assessment Panel or any other person for the construction of any buildings or works which do not comply with the Design Guidelines;
 - (b) any failure by the Vendor or the Design Assessment Panel to enforce any of the terms of the Design Guidelines; or
- 18.5.3 where there is any ambiguity or any dispute arises as to the interpretation or meaning of the terms of the Design Guidelines, the matter shall be determined by the Design Assessment Panel whose decision shall be final and binding;
- 18.5.4 Part 5 of the *Building Regulations* 2018 (Vic) (**ResCode**) applies to any relevant Works on the Property and that the Works will be considered by the relevant Authority or private building surveyor (as the case may be) (**Statutory Authorities**) under the provisions of ResCode (**Statutory Approval**); and
- 18.5.5 where the Lot is a small lot, any small lot housing code adopted by the Casey Planning Scheme from time to time will apply to any Works on the Property.
- 18.6 The Purchaser indemnifies the Vendor against any loss or damage it suffers as a result of the Purchaser breaching special condition 18.1.
- 18.7 This condition will enure for the benefit of the Vendor after the Settlement Date.
- 19. **Works**
- 19.1 Without limiting special condition 18, the Purchaser must not commence or carry out or permit the commencement or carrying out of any Works on the Property unless the Works:
 - 19.1.1 have first been approved in writing by the Design Assessment Panel and (unless the Design Assessment Panel agrees otherwise) the Works are in accordance with the Design Guidelines and the approved plans and specifications;
 - 19.1.2 have been granted all other necessary Approvals;
 - 19.1.3 are carried out strictly in accordance with the terms of all Approvals granted under special conditions 19.1.1 and 19.1.2;
 - 19.1.4 are contained strictly within the Building Envelope (and the Purchaser agrees and acknowledges that the contents of the Building Envelope may or may not be included in the Restrictions and/or memorandum of common provisions); and
 - 19.1.5 comply with all Property Controls.
- 19.2 The Purchaser must at the Vendor's request remove any Works carried out on the Property in breach of this special condition 19 and reinstate the Property to its condition prior to carrying out of the Works. If the Purchaser fails to do so within 60 days of a request being made, the Vendor may do so and may enter the Property for that purpose (with contractors and equipment if required) and may dispose of the Works as the Vendor sees fit without being liable to the Purchaser in that regard. The Purchaser must pay to the Vendor on demand all costs and expenses incurred by the Vendor in exercising its rights under this special condition 19.2.
- 19.3 The Purchaser must promptly at the Vendor's option either reinstate or reimburse the Vendor for the cost of reinstating and damage done to any part of the Development by any person carrying out Works on the Property.
- 19.4 The Purchaser must:

- 19.4.1 commence construction of the Dwelling on the Property in accordance with approvals given under this special condition and special condition 18 within 6 months of the Settlement Date (or such longer period agreed in writing by the Vendor);
- 19.4.2 complete construction of the Dwelling on the Property to the satisfaction of the Vendor within 12 months of the commencement of the construction of the Dwelling (or such longer period agreed in writing by the Vendor at its absolute discretion);
- 19.4.3 not leave the Works incomplete for more than 3 months without work being carried out.
- 19.5 Without limiting special condition 19.4.2, the purchaser acknowledges that the Vendor will not grant an extension in relation to the completion of construction of the Dwelling where the Purchaser requests an extension later than 12 months from the Settlement Date.
- 19.6 For the purposes of special condition 19.4:
 - 19.6.1 commencement of the construction of the Dwelling will be deemed to be when the footings of the Dwelling have been laid; and
 - 19.6.2 completion of construction of the Dwelling will be deemed to be the issue of the Occupancy Permit.
- 19.7 The Purchaser must notify the Vendor in writing upon the commencement and completion of the Dwelling and provide the Vendor with a copy of the Occupancy Permit.
- 19.8 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and arising in respect of the matters set out in this special condition (including a failure by the Purchaser to comply with the provisions of this special condition).
- 20. **No Owner Builders**
- 20.1 The Purchaser covenants that it will:
 - 20.1.1 engage a registered builder and enter into a Major Domestic Building Contract in relation to the construction of the Dwelling on the Land; and
 - 20.1.2 not commence or carry out the Works or permit the commencement or carrying out of the Works on the Land unless it has engaged a registered builder and entered into a Major Domestic Building Contract.
- 20.2 The Purchaser acknowledges that the provisions of special condition 20.1 are required to ensure the Development is completed in a timely and consistent fashion and in accordance with the Vendor's and the Developer's usual standards of quality and design.
- 21. **Restrictions as to Use**
- 21.1 The Purchaser purchases the Property subject to the Restrictions and must comply with the Restrictions.
- 21.2 The Vendor and Purchaser acknowledge and agree that:
 - 21.2.1 if the Purchaser fails to comply with all or any of the Restrictions and fails to remedy the breach in accordance with special condition 21.2.3 the Purchaser grants the Vendor a licence to enter the Property for the purposes of rectifying the Purchaser's breach of the relevant Restriction;

- 21.2.2 if required by the Vendor at the Vendor's sole discretion, the Purchaser must promptly pay or reimburse the Vendor on request, the costs incurred by the Vendor in remedying the Purchaser's breach of any Restriction; and
- 21.2.3 the Vendor must not exercise its rights under special condition 21.2.1 unless and until the Vendor provides the Purchaser with at least 14 days prior written notice, advising the Purchaser of the particular Restriction that has been breached and providing the Purchaser with 14 days in which to remedy the breach of the Restrictions.
- 21.3 So long as the Vendor is the owner or occupier of any part or parts of the Development:
 - 21.3.1 the Purchaser unconditionally and irrevocably assigns the benefit of the Purchaser's right as a benefited lot owner on the Plan to enforce the Restrictions against other lot owners on the Plan; and
 - 21.3.2 the Purchaser must, if requested by the Vendor, permit the Vendor to exercise the Purchaser's rights as a benefited lot owner on the Plan in the name of the Purchaser. The Purchaser must do all things reasonably required by the Vendor, at the Vendor's reasonable cost, to enable the Vendor to exercise the Purchaser's rights.
- 22. **Display Homes**
 - 22.1 The Purchaser covenants with the Vendor that it will not use the Dwelling for the purposes of a display home. This restriction may also be included in the Restrictions.
 - 22.2 The Purchaser acknowledges that both before and after the Settlement Date the Vendor and persons authorised by the Vendor may operate display homes on one or more of the Lots.
 - 22.3 The Purchaser must not:
 - 22.3.1 object to any noise, interference or increased traffic (pedestrian and vehicle) and reduction in available street parking that may occur during the:
 - (a) operation of the display homes; or
 - (b) construction of the display homes;
 - 22.3.2 object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required for the use, construction and operation of the display homes;
 - 22.3.3 exercise any Purchaser Rights by reason of any of the matters contemplated by this special condition 22.
 - 22.4 The Purchaser indemnifies and will keep indemnified the Vendor against all Claims for which the Vendor may suffer due to a breach of special condition 22.3.2. The Purchaser agrees that this indemnity will not merge on settlement.
- 23. **Hazardous Materials**
 - 23.1 The Purchaser acknowledges that the Vendor makes no representation or warranty in relation to the presence of any Hazardous Material at the Property.
 - 23.2 On and from the Settlement Date, the Purchaser:

- 23.2.1 assumes full responsibility for the presence of Hazardous Materials on the Property and anything incidental to them, including compliance with all relevant legislation, all Property Controls and Requirements in respect of them.
- 23.2.2 agrees to keep the Vendor indemnified against:
 - (a) the responsibilities referred to in special condition 23.2.1; and
 - (b) all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
- 23.2.3 waives all Purchaser Rights in relation to any of the matters referred to in this Special Condition and agrees that those matters do not affect the Vendor's title to the Property.

24. **Fencing**

- 24.1 The Purchaser must construct a fence on all sides and rear boundaries in accordance with the Design Guidelines within 3 months of the issue of the Occupancy Permit for the Dwelling and Completion of construction of a driveway.
- 24.2 The Purchaser acknowledges that it is responsible for construction of any retaining walls required on any boundary of the Lot.
- 24.3 Without limiting Special Condition 24.8, the Vendor reserves the right in its absolute discretion to:
 - 24.3.1 fence along the boundary of the Lot and any adjoining land (**Fence Works**); and
 - 24.3.2 choose the style of fencing in its absolute discretion.
- 24.4 If the Vendor constructs or contributes to the cost of constructing any fencing pursuant to Special Condition 24.3 other than fencing of outer boundaries of the stage of which the Lot forms part, then the Purchaser acknowledges that it will:
 - 24.4.1 reimburse the Vendor on the Settlement Date the full amount of any expenses incurred by it for doing so; and
 - 24.4.2 accept as final evidence of the amount referred to in Special Condition 24.4.1 notification of that cost from the Vendor's legal representative or conveyancer subject to the fence being generally in accordance with the Design Guidelines.
- 24.5 The Purchaser must comply with any reasonable direction of the Vendor and agrees to allow the Vendor access to the Property to carry out the Fence Works.
- 24.6 The Purchaser indemnifies the Vendor from any claims, loss and damages the Purchaser may suffer as a result of the Fence Works.
- 24.7 Except as otherwise provided in this Contract, the Purchaser agrees with the Vendor that, the Purchaser will not make any claim against the Vendor (or any agent or assignee of the Vendor) for any contribution to the cost of erecting any dividing fences or walls or any other types of fencing on any other part of the Property pursuant to the provisions of the *Fences Act 1968*, including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

24.8 The Purchaser acknowledges that it buys subject to this Special Condition 24 and will not make any requisition, objection or claim any compensation or rescind, terminate or delay completion of this Contract in respect of any matter referred to in this special condition.

24.9 This Special Condition will not merge upon settlement of this Contract.

25. **Proper Landscaping**

The Purchaser must carry out and complete Proper Landscaping of the frontage of the Property at its own cost and expense within 6 months of the date of issue of the Occupancy Permit for the Dwelling in accordance with the Design Guidelines.

26. **State of the Property**

26.1 The Purchaser agrees that until the Purchaser has completed the construction of a Dwelling on the Property, the Purchaser must:

26.1.1 keep the Property neat and tidy;

26.1.2 promptly remove rubbish and debris from the Property;

26.1.3 cut the grass on the Property;

26.1.4 not dump or permit to be dumped any rubbish, debris or fill from the Property on any other public or private land in the Development;

26.1.5 not allow the Property to be left in a condition which in the reasonable opinion of the Vendor is unsightly; and

26.1.6 take all reasonable steps to protect the Property from any damage to avoid rubbish being dumped on the Property, including, without limitation, installing temporary fencing to secure the Property, if required.

26.2 The Purchaser must ensure that no boats, caravans, trailers, commercial vehicles or other recreational vehicles are parked on the Property unless they are screened from public view.

26.3 If the Purchaser breaches special condition 26.1 or 26.2 the Vendor may give the Purchaser a notice requiring the Purchaser to remedy the breach within 24 hours.

26.4 If the Purchaser fails to comply with a notice given under special condition 26.3, the Purchaser

26.4.1 authorises the Vendor and its employees, agents and contractors to do whatever works are necessary to remedy the breach, and, if necessary, to enter the Property for that purpose and to remove property from the Property and dispose of it as the Vendor thinks fit without being liable to the Purchaser in any way, and

26.4.2 the Purchaser agrees to pay to the Vendor on demand all costs and expenses incurred by the Vendor in so doing.

26.5 This special condition does not merge on the settlement of this Contract.

27. **Maintenance of Land**

27.1 Without limiting special condition 26 the Purchaser must maintain, slash or mow the Property to a standard as determined by the Vendor acting reasonably having reference to adjoining properties (**Maintenance Standard**).

27.2 If the Maintenance Standard has not been met, the Vendor or its agents may enter the Property at any time, without creating liability for trespass or otherwise, to maintain, slash or mow the Property without receiving authority from the Purchaser.

27.3 Where the Vendor enters the Property for the purposes stated in special condition 27.2 the Purchaser must pay the Vendor a sum of \$320 (plus GST) upon the Vendor presenting the Purchaser with an invoice.

27.4 This condition will ensure for the benefit of the Vendor after the Settlement Date.

28. **Option**

28.1 To ensure the Purchaser's compliance with the provisions of special conditions 18 and 19 the Purchaser hereby grants the Vendor an irrevocable option (option) to purchase the Land (including any improvements on the Land) from the Purchaser upon the following terms:

28.1.1 the option may be exercised by the Vendor only if either the Purchaser:

(a) fails to construct the dwelling within the time limits specified in special condition 19.4; or

(b) otherwise breaches the provisions of special conditions 18 and 19 ;

28.1.2 the option may be exercised by the Vendor or the Vendor's nominee at any time from the date the Vendor becomes aware of the Purchaser's breach up to the date 90 days after the Vendor becomes aware of the breach or notice;

28.1.3 the option must be exercised by the Vendor or the Vendor's nominee by notice in writing to the Purchaser or the Purchaser's solicitor;

28.1.4 if the Vendor or its nominee exercises the option, the sale Price shall be an amount equal to 90% of:

(a) the Price paid by the Purchaser to the Vendor pursuant to this contract; and

(b) any money paid for Works to the Land carried out in accordance with the Design Guidelines;

if the option is exercised, the Land shall be deemed to have been purchased on the date of the option being exercised upon the terms of this contract save for this special condition and special conditions 4, 5, 6, 7, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 37, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 55 and 59, with settlement to take place and the Price to be paid in full within 60 days from the date of the contract;

28.1.5 if the option is exercised, pursuant to sections 17 to 20 of the *Powers of Attorney Act* 2014 (Vic) the Vendor is irrevocably appointed as the Purchaser's attorney for security for the purpose of signing the statutory declaration, transfer of land, statement for goods transferred with residential land and any other documents necessary to effect the registration of the transfer to the Vendor; and

28.1.6 if the option is exercised, then notwithstanding anything to the contrary in law or anything contained in this contract, the Purchaser shall pay all costs associated with the sale including stamp duty and registration fees on the transfer, the Vendor's legal fees and agent's fees expected on a re-sale of the Property and all legal and other costs incurred or likely to be incurred by the Vendor in exercising its rights under this special condition 28.

28.2 The Purchaser acknowledges the right of the Vendor to lodge a caveat in respect of the Land to protect the Vendor's rights pursuant to this special condition.

29. **Execution of necessary documents**

Each party to this Contract must execute and deliver all such documents, instruments and writings and must do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

30. **Utilities**

30.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Property.

30.2 The Purchaser must not exercise the Purchaser Rights:

30.2.1 by reason of any Utility which is a joint service with any other land or building;

30.2.2 by reason of any Utility servicing the Property or any other property passing through, under or over the Land whether subject to a registered easement or otherwise; or

30.2.3 if, as a result of the presence of Utilities on the Land, any Authority or any other person or property has the benefit of any right or easement over the Property in respect of Utilities.

30.3 The Purchaser acknowledges that:

30.3.1 the Utilities may be laid outside the boundary of the Property and it is the responsibility of the Purchaser to connect those Utilities to the Property, including a payment of any connection fee; and

30.3.2 it is responsible for complying with any of NBN Co Limited's (or any other Network Infrastructure provider selected by the vendor) requirements for the connection of the national broadband network to the Property.

30.4 The Purchaser acknowledges that recycled water may be supplied to the Property (in addition to potable water) and that there may be restrictions imposed on the use of potable water. The Vendor makes no warranty as to whether or not recycled water will be supplied by the relevant supply authority to the Property and, if it is supplied, as to the quality of the recycled water or its fitness for use for any purpose. The Purchaser must comply with all requirements of the relevant supply authority in relation to the installation and use of the recycled water. The Purchaser indemnifies the Vendor in respect of all Claims which the Purchaser or the Vendor may suffer or incur in respect of the supply of recycled water to the Property.

30.5 Without limiting special condition 30.4, the Purchaser acknowledges that recycled water is required to be plumbed into any residence of the Property for toilet flushing and external garden irrigation.

31. **Vendor financing**

The Vendor may at any time prior to settlement, mortgage, assign charge or otherwise deal in any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

32. **Insolvency Event Deemed Default**

32.1 If an Insolvency Event occurs in relation to the Purchaser or any Guarantor, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency

Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

- 32.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

33. **Vendor's Statement**

The Purchaser acknowledges that:

- 33.1 prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has been given:

33.1.1 a Vendor's Statement in writing containing the particulars required by Section 32(1) of the Sale of Land Act (as amended); and

33.1.2 a due diligence checklist in accordance with sections 33A and 33B of the Sale of Land Act ;

- 33.2 the Purchaser has read and understood those documents including all attachments; and

- 33.3 no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's Agent.

34. **Vendor to Assign**

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Land or the Vendor's rights under this contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Land or to whom the Vendor's rights under this contract are assigned. The Purchaser must not exercise any Purchaser Rights or seek compensation of any kind in respect of any of the matters set out in this special condition.

35. **Novation**

- 35.1 In consideration of the Purchaser agreeing to entering into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser and any Guarantor must execute:

35.1.1 a deed in the form prepared by the Vendor novating this Contract to a third party (**New Vendor**); and

35.1.2 a Vendor's Statement in the form prepared by the New Vendor.

- 35.2 If this Contract is novated to a New Vendor, the Purchaser:

35.2.1 irrevocably authorises the Vendor's Solicitor to transfer the Deposit to the New Vendor's solicitor to be held in accordance with the Sale of Land Act;

35.2.2 if the Purchaser has provided a Bank Guarantee or Deposit Bond, must within 30 days of being requested to do so, do whatever is necessary to give that New Vendor the benefit of the Bank Guarantee provided by the Purchaser under special conditions 4, including if necessary delivering a new replacement Bank Guarantee in favour of the New Vendor; and

35.2.3 must not exercise any Purchaser Rights in respect of special conditions 35.1 or 35.2.2 or any matter arising from special conditions 35.1 or 35.2.2.

35.3 If the Purchaser breaches special condition 35.2 the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's Solicitor.

35.4 The Purchaser irrevocably appoints the New Vendor and each authorised officer of the New Vendor individually as the Purchaser's attorney (**Attorney**) and agrees to ratify anything an attorney does under special condition 35.5.

35.5 In the event of either the Purchaser or the guarantor, or both, failing to comply with their obligations in special condition 35.1, the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Purchaser and the guarantor enter into a deed of novation including signing the deed of novation as attorney for either the Purchaser or guarantor. The purpose of this power of attorney is to enable the Vendor to transfer the Vendor's interest to the New Vendor in accordance with its rights under this special condition 35.

36. **Trust**

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

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

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

36.3 if the trustee is an individual, that signatory is personally liable under the Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;

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

36.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

37. **Indemnity**

Subject to any provision to the contrary in this Contract, the Purchaser must indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring on the Property.

38. **No warranties**

The Purchaser acknowledges that it:

38.1 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;

38.2 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;

38.3 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Solicitors or the Vendor's Agent other than those expressly set out in this Contract.

39. **Non-merger**

Any provision of this Contract, which is capable of taking effect after settlement of this Contract, does not merge on settlement but rather continues in full force and effect.

40. **Whole Agreement**

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms are deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

41. **Staged Development**

41.1 The Purchaser acknowledges that the:

41.1.1 Land forms part of the Development by the Vendor, which may occur in stages;

41.1.2 Vendor may elect to stage the Development; and

41.1.3 Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in future:

- (a) subdivide the Subsequent Stage Land;
- (b) carry out or permit the carrying out of building works on the Subsequent Stage Land;
- (c) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
- (d) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
- (e) refrain from doing any or all of these things; and

41.1.4 Vendor cannot and does not give any assurances as at the Day of Sale as to:

- (a) the timetable for carrying out the Development;
- (b) the nature of the Development (including the number of lots, height of the Development, types of uses and the facilities to be provided); and/or
- (c) the manner in which the Development will be carried out.

41.2 The Purchaser further acknowledges that as the person who is, or is entitled to be, registered proprietor of the Subsequent Stage Land the Vendor proposes to create further stages of the Plan and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan as authorised by section 37(3)(c)(iv)(C) of the Subdivision Act.

- 41.3 The Purchaser must (whether before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special condition 41.
- 41.4 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in special condition 41.1.2, 41.1.3 and 41.1.4.
- 41.5 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of this special condition 41. The Purchaser agrees that the indemnity will not merge on completion.
- 41.6 This special condition will not merge on settlement but will continue in full force and effect.

42. Vendor may conduct activities

- 42.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots the Vendor and persons authorised by the Vendor may:
 - 42.1.1 conduct selling activities from the Site;
 - 42.1.2 conduct community and marketing events from the Site;
 - 42.1.3 place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
 - 42.1.4 place and maintain on and about the Site an office or facility or both for the Vendor and its representatives.
- 42.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in their efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs and public auctions.
- 42.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser must not, and must ensure that all persons authorised by the Purchaser to occupy the Property do not, cause any nuisance which may hinder the marketing and sale of the Lots.
- 42.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property and, for as long as the Vendor remains an owner of a Lot or Lots, the Vendor. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 42.4.
- 42.5 This special condition 42 will not merge on settlement, but will continue in full force and effect.

43. Additional Construction

If construction of the Development has not been completed on the Settlement Date, the Purchaser must not at any time after the Settlement Date:

- 43.1 object to the carrying out of any works on the Development by any party;
- 43.2 object to the dust, noise or other discomforts that may arise during the course of completion of these works; or

- 43.3 institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of these works,

provided they do not materially or unreasonably affect the Purchaser's use and enjoyment of the Property and, if material and unreasonable, the Purchaser has provided the Vendor with reasonable notice prior to exercising the rights contemplated by this special condition.

44. Completion of Development

- 44.1 The Purchaser acknowledges that at the Settlement Date some buildings within the Site or the Development may not have commenced construction or be incomplete and the Vendor or the Developer may need access to the Site to carry out construction or rectification works to other buildings on the Site or the Development which may include:

- 44.1.1 excavation works relating to the foundations of the dwellings and laying of concrete slabs;
- 44.1.2 roadworks, servicing and drainage works;
- 44.1.3 landfill works;
- 44.1.4 construction of retaining walls;
- 44.1.5 construction of the Public Works; and
- 44.1.6 landscape works.

- 44.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection or seeking to claim damages or delaying settlement of this Contract or bringing any proceedings against the Vendor, or any other person in relation to:

- 44.2.1 any nuisance, dust, odour, noise or other inconvenience associated with any ongoing works conducted in or around the Property after settlement has occurred;
- 44.2.2 any alteration:
 - (a) to the Site or Development (including changes in uses, layouts, open space, facilities and services); or
 - (b) in the number of lots of the Site or Development; or
 - (c) to the number, size, shape or location or permitted use of or restrictions effecting any Lot (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development; or
- 44.2.3 the presence of any electrical or water substation or telecommunications towers or associated equipment in proximity to the Site and/or the Property which may be visible from the Site and/or the Property and any associated noise and/or emissions (if any); or
- 44.2.4 the location of any electricity powerlines (and the Purchaser acknowledges that such powerlines may or may not be above or below ground); or
- 44.2.5 any delay in the completion of the Site or Development; or
- 44.2.6 the abandonment of any part of the Site or Development.

44.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Site or the Development or to carry out any part of the Site or the Development (including any part of the Site or the Development as varied).

45. **Public Works**

45.1 The Purchaser acknowledges and agrees that:

45.1.1 the Development may or may not include the Public Works;

45.1.2 the Precinct Structure Plan will govern development and designate zoning of the Development;

45.1.3 the Public Works may or may not be carried out in accordance with the Precinct Structure Plan and the development plan approved under the Precinct Structure Plan;

45.1.4 the Planning Permit contains conditions governing how the Vendor completes construction of the Public Works;

45.1.5 third parties may be responsible for carrying out the Public Works;

45.1.6 the Vendor does not make any representations or give any assurances:

(a) when, if at all, the Public Works will be completed including whether they will be constructed before the Settlement Date;

(b) as to the nature, shape, design, final location or layout of the Public Works.

45.1.7 special condition 44 applies to the Public Works with consequential amendments.

45.2 The Purchaser must not exercise any Purchaser Rights by reasons of any of the matters contemplated by this special condition 45 including not completing the Public Works before the Settlement Date.

45.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor, the Developer or any person with the authority of the Vendor makes or any planning or other approval required in respect of the Public Works.

45.4 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 45.3.

45.5 The Vendor reserves the right in its absolute discretion on the timing and scope of delivery and ongoing maintenance of the Public Works.

45.6 This special condition will not merge on settlement, but will continue in full force and effect.

46. **Personal Information**

46.1 In this special condition:

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

- (a) any consolidation, amendment, re-enactment or replacement of any of them;
and
- (b) the Australian Privacy Principles under that Act.

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

46.2 The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities:

- 46.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to in this Contract;
- 46.2.2 for planning, marketing and product development by the Vendor or a Related Body Corporate including in relation to a development other than the Development;
- 46.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;
- 46.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);
- 46.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Property;
- 46.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, information technology and data storage providers, market research organisations, mail houses and delivery companies;
- 46.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract or takes or proposes to take an assignment or novation of the Vendor's rights under this Contract;
- 46.2.8 to any of the Vendor's and/or the Developer's financiers and those financiers' advisers; and
- 46.2.9 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

46.3 The Vendor's Privacy Policy can be found at <http://www.jindingau.com/privacy-policy/>.

47. **National Broadband Network**

47.1 The Purchaser must adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a Dwelling on the Property.

47.2 The Purchaser acknowledges that:

- 47.2.1 the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
- 47.2.2 failure to comply with the NBN Building Ready Specifications will either:
 - (a) prevent connection to the Network Infrastructure; or

- (b) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

48. **Pre-Settlement Inspection**

48.1 The Purchaser may inspect the Property at an agreed time during the period of seven (7) days preceding and including the Settlement Date, but not more than once (**Pre-settlement Inspection**), and on the condition that in exercising its rights under this special condition 48, the Purchaser:

- 48.1.1 must be accompanied by a customer relations consultant of the Vendor;
- 48.1.2 must give reasonable prior notice to the Vendor of its wish to undertake a Pre-settlement Inspection; and
- 48.1.3 acknowledges that failure to undertake a Pre-settlement Inspection must not, in any way, delay settlement.

48.2 The Purchaser acknowledges that:

- 48.2.1 it may not be able to undertake a Pre-settlement Inspection if, in the Vendor's absolute discretion, works at the Site render the Pre-settlement Inspection unsafe or undesirable;
- 48.2.2 it may be required to undertake a Site induction program before conducting the Pre-settlement Inspection;
- 48.2.3 it must comply with all reasonable requirements of the Vendor in relation to the Pre-settlement Inspection including, without limitation, all requirements relating to occupational health and safety; and
- 48.2.4 it must not make any objection requisition or claim nor exercise any Purchaser Rights if, as a result of special conditions 48.2.1, 48.2.2 or 48.2.3, the Purchaser is not able to undertake a Pre-settlement Inspection.

49. **Delayed Settlement**

Without limiting any other rights of the Vendor, if the Purchaser:

- 49.1 fails to settle on the due date for settlement as set out in the particulars of sale to this Contract (**Due Date**); or
- 49.2 requests an extension to the Due Date,

the Purchaser must pay to the Vendor's Solicitors an amount of \$500 plus GST representing the Vendor's additional legal costs and disbursements.

50. **Commercial Interests**

50.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 50.1.3, are reasonably necessary to protect the Vendor's legitimate interests by:

- 50.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and

50.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.

50.1.3 Without limiting the operation of special condition 51.1, the parties agree that special conditions 5, 6, 7, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 37, 41, 42, 43, 44, 45, 49, 50, 51, 55 and 59, of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 50.1.

51. **Protection of Neighbourhood's Interests**

The Purchaser acknowledges that:

51.1 the Vendor's vision for the Development includes but is not limited to building a residential neighbourhood with an attractive and cohesive streetscape that includes dwellings completed contiguously;

51.2 it is required to comply with special conditions 18 and 19 to give effect to the Vendor's vision contemplated by special condition 51.1;

51.3 if the Purchaser fails to comply with special conditions 18 and 19 of this Contract, the Vendor and other purchasers of Lots within the Development may suffer loss and damage; and

51.4 special conditions 17 and 28 of this Contract are reasonably necessary to give effect to the Vendor's vision contemplated by special condition 51.1 and ensure that the Purchaser complies with special conditions 18 and 19.

52. **Electronic Conveyancing**

52.1 In this special condition:

ECNL means the Electronic Conveyancing National Law Victoria;

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;

ELN means Electronic Lodgement Network.

ELNO means Electronic Lodgement Network Operator within the meaning of the ECNL;

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

52.2 The parties agree to effect an Electronic Settlement unless the Registrar's guidelines or Laws from time to time require the parties to effect a paper settlement.

52.3 The Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:

52.3.1 signing and lodging all necessary documents and compelling the Settlement Parties for whom it is responsible to do so;

52.3.2 being, or engaging a representative who is, a subscriber for the purposes of the ECNL;

52.3.3 ensuring that all other Settlement Parties for whom it is responsible are, or engage, a subscriber for the purposes of the ECNL; and

- 52.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.
- 52.4 Without limiting special condition 52.3, the parties agree to adopt the following process in respect of an Electronic Settlement:
 - 52.4.1 the Vendor or the Vendor's Solicitor must open the workspace within 5 days of lodging the Plan with the Registrar;
 - 52.4.2 the Vendor or the Vendor's Solicitor must invite the Purchaser or its representative to the workspace on or before the Registration of the Plan (at which point the Vendor's Solicitor sets the Settlement Date and time);
 - 52.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions no later than 7 days before settlement;
 - 52.4.4 the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 5 days before settlement;
 - 52.4.5 once the transfer of land and notice of acquisition are signed by both parties, the Purchaser must not unsign or make any changes to the documents without the Vendor's prior written consent;
 - 52.4.6 the Purchaser must accept the Settlement Date and time proposed by the Vendor or the Vendor's Solicitor in its invite no later than 5 days before settlement;
 - 52.4.7 once the Purchaser accepts the Settlement Date and time the Purchaser must not, and must procure that its financier does not, change the Settlement Date or time without the Vendor's prior written consent;
 - 52.4.8 the Vendor or the Vendor's Solicitor must prepare the adjustments and input destination funds into the ELN no later than 3 days before settlement;
 - 52.4.9 the Purchaser must input source funds into the ELN no later than 1 day before settlement;
 - 52.4.10 if the Vendor has complied with its obligations in this special condition 52.4 the Purchaser must ensure the workspace is 'Ready Ready' by 10am on the Settlement Date;
 - 52.4.11 if the Purchaser fails to comply with special condition 52.4.10, the Vendor is not required to effect settlement until a day on which the workspace is 'Ready Ready' by 10am. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 52.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract;
 - 52.4.12 subject to special condition 52.4.10 once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect settlement;
 - 52.4.13 if, pursuant to special condition 52.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract or the Purchaser fails to effect settlement on the date settlement is due under this Contract in accordance with special condition 52.4.12 special condition 49 will apply.
- 52.5 The Purchaser acknowledges that:

- 52.5.1 the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation;
- 52.5.2 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- 52.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 52.7 The Vendor is not responsible for any error caused by the ELN or ELNO.
- 52.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this special condition 52.
- 52.9 The parties agree that if there is any inconsistency between this special condition and the General Conditions and other special conditions then, except in the case of manifest error, to the extent of any inconsistency this special condition will prevail and have priority over the General Conditions and other special conditions.

53. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or prospective Dwellings at the Development (including without limitation in any display village) contained in any display suite or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display suite or other marketing material in entering into this Contract.

54. Stamp Duty

- 54.1 The parties agree to adopt the following process in respect of the on-line duties form:
- 54.1.1 the Vendor or the Vendor's Solicitor must create the on-line duties form and invite the Purchaser to complete and sign the form within 5 days of lodging the Plan with the Registrar;
 - 54.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 7 days of receipt;
 - 54.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 5 days before settlement;
 - 54.1.4 if the Purchaser has complied with special condition 54.1.3, the Vendor must sign the on-line duties form no later than 3 days before settlement;
 - 54.1.5 once the on-line duties form is signed by both parties, the Purchaser must not unsign or make any changes to the form without the Vendor's prior written consent;
 - 54.1.6 despite special condition 54.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date; and



- 54.1.7 if the Purchaser fails to comply with special condition 54.1.6 and unsigned or amends the on-line duties form on the Settlement Date, the Vendor is not required to effect settlement until the next Business Day after the on-line duties form is signed by both parties. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 54.1.7, the Vendor effects settlement after the date settlement is due under this Contract and special condition 49 will apply.
- 54.2 The Purchaser warrants to the Vendor, as at the date that settlement takes place, that the information provided by it in the on-line duties form is true and correct and agrees that, if this warranty is breached, it must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct result of a breach of that warranty.
- 54.3 The Purchaser must provide the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties on the date settlement is due under this Contract. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties if the Purchaser fails to give the settlement statement in accordance with this special condition. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 54.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 54.4 The Purchaser acknowledges and agrees that:
- 54.4.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property under this Contract and that the Purchaser has made its own enquiries and investigations;
- 54.4.2 it is liable to pay any amount of duty assessed by the State Revenue Office;
- 54.4.3 if the Purchaser is a foreign purchaser, as that term is defined in section 3(1) of the *Duties Act 2000* (Vic), the Purchaser is liable to pay additional stamp duty at a rate of 8% (or such other rate applying to additional stamp duty payable by foreign purchasers from time to time) of the Price and the Vendor has not made any representation or warranty to the Purchaser concerning the amount of such additional stamp duty; and
- 54.4.4 it must not make any objection, requisition or exercise the Purchaser Rights because of the amount of stamp duty assessed in connection with the sale and transfer of the Property to the Purchaser under this Contract.
55. **Pegging**
- The Purchaser acknowledges and agrees that:
- 55.1.1 the Vendor will, prior to registration of the Plan, define the boundaries of the Land by pegging the Land; and
- 55.1.2 the Vendor will not replace any pegs on the Land in the event that pegs are moved or taken by any party after the installation by the Vendor.
56. **Electronic Exchange**
- 56.1 This special condition only applies if the "Yes" box in the section of schedule 1 to the Particulars of Sale marked "electronic exchange" has been ticked.

- 56.2 The Vendor and Purchaser acknowledge and agree that this Contract will be executed and entered into using electronic means.
- 56.3 The Purchaser acknowledges and agrees that it received and reviewed an entire copy of the Vendor's Statement (duly signed by the Vendor 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.
- 56.4 The parties acknowledge and agree that the execution and exchange of this Contract will be effected as follows:
- 56.4.1 first, the Purchaser will execute the Vendor's Statement and then this Contract by way of electronic signature;
 - 56.4.2 second, the Vendor will execute this Contract by way of an electronic signature;
 - 56.4.3 third, the Contract will be exchanged by email or other electronic means; and
 - 56.4.4 lastly, a copy of the Contract as executed and exchanged will be provided to the parties.
- 56.5 If, at any time, as a result of this Contract being entered into using electronic means the Contract or any of its terms and conditions are invalid or unenforceable or the Vendor or Purchaser are not bound by them, the parties agree to execute and exchange printed copies of the Contract and Vendor's Statement (in the same form and with the same Day of Sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that the Contract is binding upon the parties and enforceable.
- 56.6 If, at any time, as a result of this Contract being entered into using electronic means the Vendor is advised or reasonably believes that it will be unable to obtain sufficient finance for and to carry out the Development, the parties agree to execute and exchange printed copies of the Contract and Vendor's Statement (in the same form and with the same Day of Sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that the Contract is binding upon the parties and enforceable.
- 56.7 Nothing in this special condition prevents or restricts the parties from executing and exchanging physical copies of the Contract.
- 56.8 If the Purchaser fails to comply with special conditions 56.5 and/or 56.6, the Purchaser appoints the Vendor's Solicitors as its attorney to execute two printed copies of the Contract on the Purchaser's behalf.
- 56.9 The Purchaser must not exercise any Purchaser Rights in respect of any matter contemplated in this special condition.
57. **Foreign resident capital gains withholding payments**
- If:
- 57.1 Subdivision 14 –D of Schedule 1 of the TA Act applies to this Contract; and
 - 57.2 on or before settlement of this Contract, the Vendor gives to the Purchaser a clearance certificate issued by the Commissioner under subsection 14-220 of Schedule 1 of the TA Act,
- the Purchaser must not withhold any money payable by the Purchaser under this Contract for the purpose of Subdivision 14-D of Schedule 1 of the TA Act.

58. **Capacity of Vendor Signatories**

The Purchaser acknowledges and agrees that if an attorney has executed this Contact or any document contemplated by or required to give effect to this Contract (**Relevant Document**) as an attorney of the Vendor (**Attorney**):

- 58.1 the Attorney executes the Relevant Document as attorney of the Vendor, and not in its personal capacity, and does not assume personal liability under any warranty or obligation of the Vendor in the Relevant Document;
- 58.2 it releases the Attorney from any personal liability whatsoever, and covenants with the Attorney not to seek to bring proceedings against the Attorney in its personal capacity;
- 58.3 it waives all Purchaser Rights in relation to the matters raised in this special condition; and
- 58.4 it will indemnify the Attorney against any Claim against the Attorney or that the Attorney may suffer as a result of a breach of this special condition by the Purchaser.

59. **Community Infrastructure Levy**

- 59.1 For the purposes of this special condition 59, **Community Infrastructure Levy** means the levy imposed by a relevant Authority in respect to the building works constructed or to be constructed on the Land.
- 59.2 The Purchaser acknowledges that the Community Infrastructure Levy is payable in respect of any building works to be constructed on the Land.
- 59.3 The Purchaser agrees that any Community Infrastructure Levy is payable by the Purchaser and is not an adjustable outgoing.
- 59.4 The Purchaser must not make any requisitions or objection or exercise the Purchaser's Rights in relation to any other matter referred to in this Special Condition 59.

60. **GST Withholding Payments and Notifications**

- 60.1 In this special condition 60, terms have the following meanings:

- 60.1.1 **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- 60.1.2 **Purchaser Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act; and
- 60.1.3 **Vendor Notice** means a notice that the Vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 60.2 The Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than 5 Business Days before the Settlement Date.
- 60.3 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner, the Purchaser must lodge a Purchaser Notice with the Commissioner, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged (including the payment reference number and lodgement reference number) at least 2 Business Days before the Settlement Date. If the Purchaser fails to give a copy of the Purchaser Notice (including the payment reference number and lodgement reference number) in accordance with this

special condition, the Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchaser Notice. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 60.3, the Vendor effects settlement after the date settlement is due under this Contract.

60.4 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner:

60.4.1 the Purchaser must provide a bank cheque to the Vendor at settlement that is payable to the Commissioner for the GST Withholding Amount;

60.4.2 the Purchaser authorises the Vendor to submit the bank cheque to the Commissioner; and

60.4.3 for the avoidance of doubt, the Vendor will submit the bank cheque to the Commissioner.

60.5 The Purchaser's obligation in special condition 60.4 will be discharged if the Purchaser pays the GST Withholding Amount to the Commissioner via an Electronic Lodgement Network as part of an Electronic Settlement if the Electronic Lodgement Network allows the payment of GST to the Commissioner.

60.6 If the Purchaser is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Purchaser must give written notice to the Vendor stating this as soon as practicable but in any event, no later than 10 Business Days before the Settlement Date and the parties agree that, if the Property is "potential residential land" (within the meaning of the GST Act), special conditions 60.2 to 60.5 will not apply.

60.7 This special condition 60 does not merge on settlement.

61. **Advertising and Promotional Restriction**

61.1 The Purchaser acknowledges and agrees that it must not, either prior to or following settlement, publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement on or at the Property in relation to any business activity or promotional activity, and appoints the Vendor as its attorney to do all things necessary to remove or withdraw any such notice, sign or advertisement at the Purchaser's cost.

61.2 The requirements of this special condition 61 do not merge on settlement.

62. **Capacity of Trustee**

62.1 **Capacity**

The Trustee enters into this Contract only in its capacity as Trustee of the Trust Property, and in no other capacity.

62.2 **Limitation of Liability of Trustee**

62.2.1 The Trustee's liability to any person in connection with this Contract (or any transaction in connection with it) is limited, and can be enforced against the Trustee, only to the extent which both the following apply:

- (a) the liability can be satisfied out of the Trust Property by the Trustee exercising its right of indemnity out of the Trust Property;

(b) the Trustee is actually indemnified for the liability.

62.2.2 Payment by the Trustee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Trustee of that liability.

62.2.3 If any other party to this Contract does not recover all money owing to it arising from non-performance of the Trustee's obligations under this Contract by enforcing the rights referred to in special condition 62.2.1, it may not seek to recover the shortfall by either of the following:

(a) bringing proceedings against the Trustee in its personal capacity;

(b) applying to have the Trustee wound up or proving in the winding up of the Trustee.

62.2.4 This special condition 62.2 applies despite anything else in this Contract but subject to special condition 62.3.

62.3 **When the limitation does not apply**

The limitation under special condition 62.2 does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Trust Property either as a result of the Trustee's fraud, negligence, wilful default, or by operation of law. To the extent that an act or omission is caused or contributed to by any other person, that act or omission is not fraud, negligence or wilful default by the Trustee for the purposes of this special condition 62.3.

62.4 **Liability must be limited**

The Trustee is not obliged to do nor not do anything in connection with this Contract (including enter into any other document or transaction or incur any liability) unless the Trustee's liability is limited in a manner which is consistent with this special condition 62.

62.5 **Definitions**

In this special condition the following definitions apply:

62.5.1 **Trust** means the Junction Village Unit Trust;

62.5.2 **Trust Property** means, all of the Trustee's present and future rights, property and undertaking which are the subject of the Trust of whatever kind and wherever situated;

62.5.3 **Trustee** means JD JVC Development Pty Ltd (ACN 626 008 026).

Annexure A

Guarantee and Indemnity

To: JD JVC Development Pty Ltd (ACN 626 008 026) (Vendor)

By: the guarantors named in the schedule (Guarantors)

In consideration of the Vendor entering into the contract of sale as detailed in the schedule (**Contract**) with the purchaser named in the schedule (**Purchaser**) at our request, we the Guarantors jointly and severally **guarantee and indemnify** you as follows:

1. The Guarantors will pay you on demand by you all amounts payable under the Contract which are not paid by the Purchaser within the time prescribed in the Contract for payment whether or not demand for those amounts has been made by you on the Purchaser.
2. The Guarantors will observe and perform on demand by you all covenants and obligations binding the Purchaser with which the Purchaser has failed to comply within the time prescribed in the Contract, whether or not demand for such observance or performance has been made by you on the Purchaser.
3. You may without affecting this guarantee and indemnity:
 - 3.1 grant time or other indulgence to or compound or compromise with or release the Purchaser or any person or corporation who is liable jointly with the Guarantors or either of them in respect of any other guarantee or security; or
 - 3.2 release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All amounts you receive from the Purchaser, including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any amounts so received, until the Guarantors have paid the total indebtedness of the Purchaser.
5. If the Purchaser is liquidated, the Guarantors authorise you to prove for all moneys which the Purchaser has paid under this Contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the Purchaser's indebtedness to you. The Guarantors in your favour waive all rights against you and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee and indemnity.
6. Your remedies against the Guarantors are not affected by any security held or taken by you in relation to the Purchaser's indebtedness being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer as a result of:
 - 7.1 the Purchaser exceeding its powers or going into liquidation; and
 - 7.2 interest ceasing to accrue and be payable after the Purchaser goes into liquidation.
8. All demands and notices under this guarantee must be made in writing signed by you or by any director, manager or secretary of you and (in addition to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to

their last known addresses in Victoria. Any notice served by post will be deemed to have been served the next business day after the date of posting.

9. As a separate and severable covenant, the Guarantors agree to indemnify you :
 - 9.1 against the non-payment by the Purchaser of any amounts due under the Contract (including interest due on overdue instalments or principal); and
 - 9.2 in respect of all costs, charges and expenses you incur as a result of any default on the part of the Purchaser under the Contract.
10. This guarantee and indemnity will not be terminated by the death of any of us and will bind our respective legal personal representatives and will endure for the benefit of you and your successors and assigns.
11. In this guarantee and indemnity, 'Guarantors' means the guarantors or any of them and where the context permits refers to the Guarantors jointly and severally.

SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated day of for the purchase of the Property.
2. Property: Lot _____, on proposed plan of subdivision PS845137J, Stage 5, 'Octave at Junction Village', 60 Botanic Drive and 80 Botanic Drive, Junction Village, VIC 3977

3. Purchaser

Name:

Address:

4. Guarantor

Address:

Executed as an agreement on the _____ day of _____ 20____

Signed by

in the presence of:

)
)
)

Signature

.....
Signature of Witness

.....
Name of Witness

Signed by

in the presence of:

)
)
)

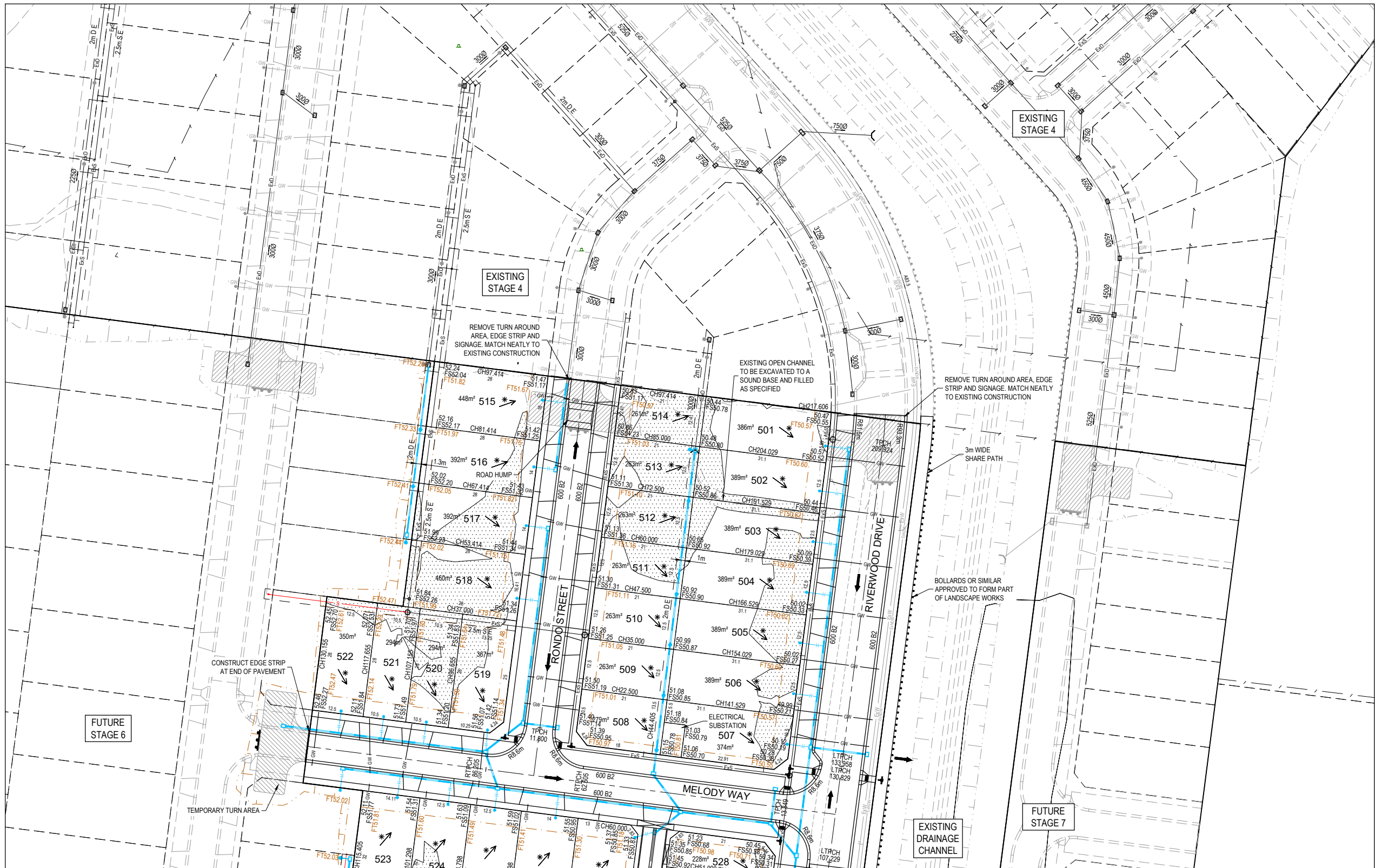
Signature

.....
Signature of Witness

.....
Name of Witness

Annexure B

Plan of Surface Level Works



FOR CONTINUATION REFER TO 0329-05-F92

SERVICES OFFSET SCHEDULE

STREET NAME	ROAD RESERVE	BACK OF KERB	SEWER	GAS	NON DRINKING WATER	DRINKING WATER	COMMUNICATIONS	ELECTRICITY	LIGHT POLES
ENSEMBLE WAY	18.00	5.20	1.00 S	2.10 N	2.60 N	3.10 N	1.85 S	2.60 S	4.30 S
LANE A	8.00	1.00	2.00 W	-	-	-	-	-	-
MELODY WAY	18.00	5.20	Ex 1.00 N	2.10 S	2.60 S	3.10 S	1.85 N	2.60 N	4.30 N
RIVERWOOD DRIVE	22.00	5.65 W / 3.35 E	Ex 1.00 W	2.10 W	Ex 1.00 E	Ex 1.80 E	2.75 W	3.50 W	4.75 W
RONDO STREET	18.00	5.20	Ex 1.00 E	2.10 W	2.60 W	3.10 W	1.85 E	2.60 E	4.30 E

NOTE: VEHICLE CROSSINGS

- VEHICLE CROSSINGS TO LANE A ARE TO BE 6.0m WIDE HEAVY DUTY WITH THICKENED PATH AS PER EDM 503.
- VEHICLE CROSSINGS TO LOTS 528 TO 536 ARE TO BE 4.8m WIDE OFFSET 0.6m FROM THE SIDE BOUNDARY.


NOTE: HOUSE DRAINS

HOUSE DRAINS TO LOT 515, 548 AND 549 ARE TO BE OFFSET 6.0m FROM THE SIDE BOUNDARY.

NOTE: FENCING

- VEHICLE EXCLUSION MEASURES WHERE ROADS ABUT A RESERVE ARE TO FORM PART OF THE LANDSCAPE WORKS.
- EXISTING FARM FENCING WITHIN THE WORKS AREA ARE TO BE REMOVED AND DISPOSED OFFSITE.

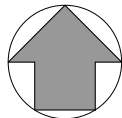
NOTE: TREES

EXISTING TREE TO BE REMOVED. 

WARNING

BEWARE OF UNDERGROUND SERVICES
The locations of underground services are approximate only and their exact position should be proven on site.
No guarantee is given that all existing services are shown.
Locate all underground services before commencement of works.
DIAL 1100 BEFORE YOU DIG
www.1100.com.au

Rev	Amendment	Des/Dft	App'd	Date	Legend					
A	Initial Issue	GP/DP	MG	05/08/21	Existing Drainage		Drainage		Existing Surface Level at Title	135.12
					Existing Sewer		Main Drainage		Finished Surface Level at Title	FS135.12
					Existing Gas		Sewer		Level at Top/Toe of Batter/Ridge	FT135.12
					Existing Electricity U/G		Swale Drain		Centreline Chainage	CH50.370
					Existing Electricity O/H		Gas & Water Conduits		Retaining Wall	
					Existing Communications		Direction of Lot Fall		PSM / TBM	
					Existing Drinking Water		Direction of Overland Flow		Pavement Treatment	
					Existing Non Drinking Water		Allotment to be Evenly Graded		Structural Fill > 200mm	
					Existing Swale Drain		Vehicle Crossings		Concrete Infill	



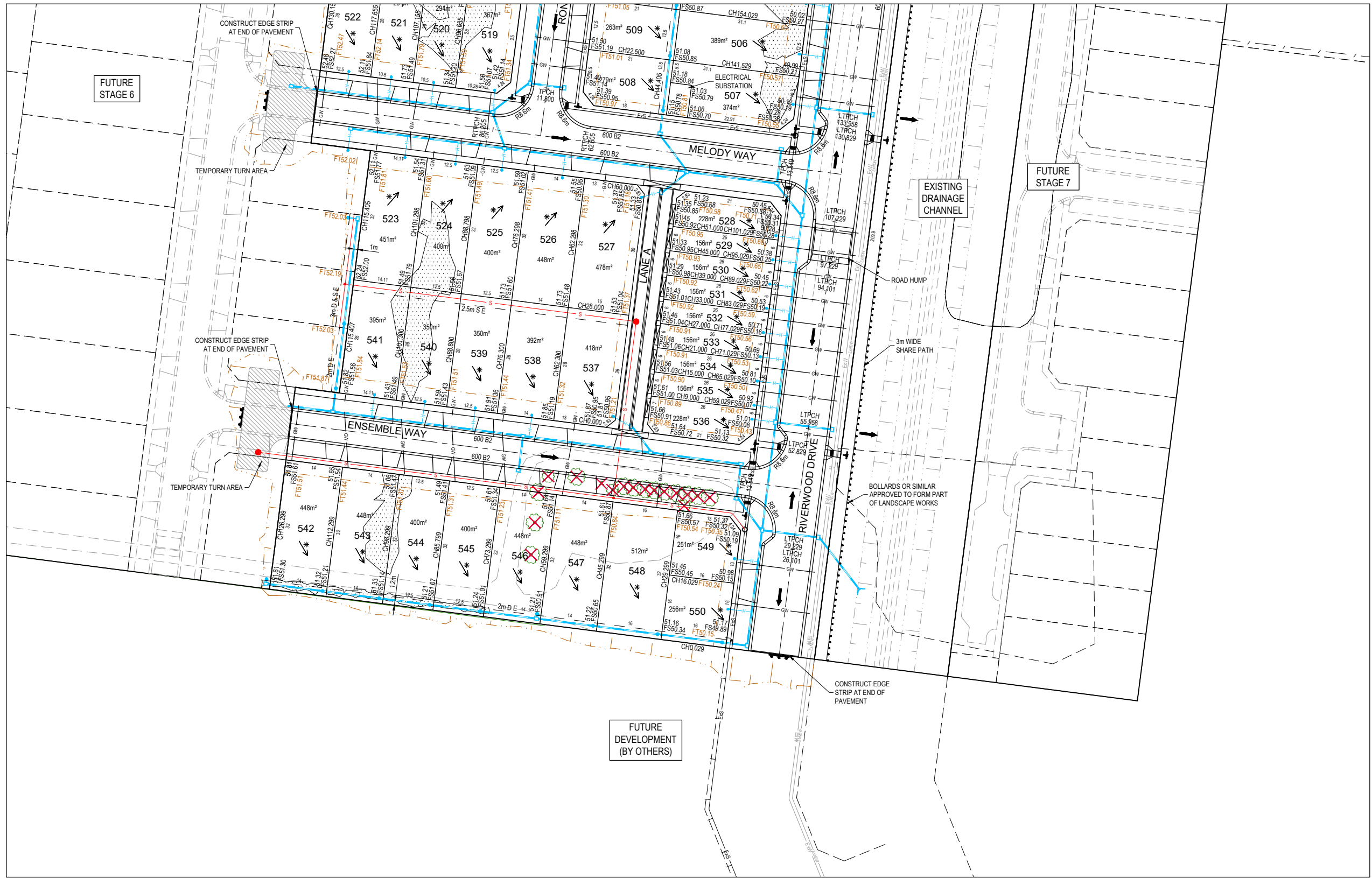
Principal
OCTAVE
AT JUNCTION VILLAGE
Jinding Australia
Level 53, 525 Collins Street
Melbourne Vic 3000

GPR Consulting
GPR Consulting Pty Ltd
ABN 98 140 136 205
Suite 217, 202 Jells Road
Wheeler Hill Vic 3150
Telephone (03) 8544 8400
© GPR Consulting Pty Ltd

Council City of Casey
Project **Octave at Junction Village Stage 5**
Title Levels Plan Sheet 1 of 2
Designed: G.Pratt
Drafted: D.Pratt
Authorised: M.Graham
Date: August 2021

Scale @ A1: 1:500
0 5 10 15 20 25
Drawing No. **0329-05-F91**
Sheet 01 of 02
Rev **A**

FOR CONTINUATION REFER TO 0329-05-F91



NOTE: VEHICLE CROSSINGS
1. VEHICLE CROSSINGS TO LANE A ARE TO BE 6.0m WIDE HEAVY DUTY WITH THICKENED PATH AS PER EDM 503.
2. VEHICLE CROSSINGS TO LOTS 528 TO 536 ARE TO BE 4.8m WIDE OFFSET 0.6m FROM THE SIDE BOUNDARY.

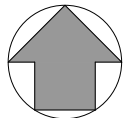
NOTE: HOUSE DRAINS
HOUSE DRAINS TO LOT 515, 548 AND 549 ARE TO BE OFFSET 6.0m FROM THE SIDE BOUNDARY.

NOTE: FENCING
1. VEHICLE EXCLUSION MEASURES WHERE ROADS ABUT A RESERVE ARE TO FORM PART OF THE LANDSCAPE WORKS.
2. EXISTING FARM FENCING WITHIN THE WORKS AREA ARE TO BE REMOVED AND DISPOSED OFFSITE.

NOTE: TREES
EXISTING TREE TO BE REMOVED.

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Council	City of Casey
Project	Octave at Junction Village Stage 5
Title	Levels Plan Sheet 2 of 2
Designed:	G.Pratt
Drafted:	D.Pratt
Authorised:	M.Graham
Date:	August 2021

Scale @ A1: 1:500	0 5 10 15 20 25
Drawing No.	0329-05-F92
Sheet	02 of 02
Rev	A

Annexure C

Nomination Deed

Relating to a Contract between:

Vendor: JD JVC Development Pty Ltd (ACN 626 008 026)
as trustee for the Junction Village Unit Trust.

Purchaser:

and/or Nominee

Property:

Nominee:

Nominee's address:

Nominee's legal practitioner or conveyancer (*name and address*):

Nominee's email:

Nominee's telephone number:

Guarantor:

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.
2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.
3. The Purchaser and the Nominee acknowledge that, from the date of this deed, they will be jointly and severally liable for:
 - 3.1 the due performance of the Purchaser's obligations under the Contract; and
 - 3.2 payment of any expenses resulting from the nomination under this deed (including any duty).
4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.
5. The Purchaser and the Nominee warrant to the Vendor that the Nominee [is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property] [has prior to the date of this deed obtained FIRB approval pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cth) for the acquisition of the Property, a copy of which is attached to this deed] **[#Note – Delete as appropriate]**



Maddocks

6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
7. The Nominee indemnifies the Vendor from and against all loss and damage the Vendor may suffer or incur if the:
 - 7.1 Purchaser fails to comply with any of its obligations under the Contract; and/or
 - 7.2 Nominee fails to comply with any of its obligations under this deed.
8. The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with advice from its legal representative on the warranties and indemnities given by the Nominee under this deed. The Nominee acknowledges that the amount of those costs as stated in the Contract are reasonable and payable by it under this deed.

Executed and delivered as a deed poll on the day of 20

Purchaser(s)

Executed by _____ **ACN** _____)
in accordance with s 127(1) of the _____)
Corporations Act 2001: _____)

.....

 Signature of Director

Signature of Director/Company Secretary

.....

 Print full name

Print full name

Executed by **ACN**
in accordance with s 127(1) of the
Corporations Act 2001:

.....

Signature of Sole Director and Sole
Company Secretary

Print full name

Signed sealed and delivered by
in the presence of:

.....
Witness



Signed sealed and delivered by)
in the presence of:)
)

.....
Witness

Nominee(s)

Executed by **ACN**)
in accordance with s 127(1) of the)
Corporations Act 2001:

.....
Signature of Director

Signature of Director/Company Secretary

.....
Print full name

Print full name

Executed by **ACN**)
in accordance with s 127(1) of the)
Corporations Act 2001:

..... Signature of Sole Director and Sole
Company Secretary

..... Print full name

Signed sealed and delivered by)
in the presence of:)
)

.....
Witness

Signed sealed and delivered by)
in the presence of:)
)

.....
Witness



Maddocks

Guarantor(s)

Signed sealed and delivered by)
in the presence of:)
)

.....
Witness

Signed sealed and delivered by)
in the presence of:)
)

.....
Witness

Annexure D

Design Guidelines

DESIGN GUIDELINES

ØCTAVE

AT JUNCTION VILLAGE

The background of the entire page is a close-up photograph of eucalyptus leaves. The leaves are a muted, dusty green color with prominent veins. Some leaves are in sharp focus, while others are blurred, creating a sense of depth. The lighting is soft and even, highlighting the texture of the foliage.

ΘCTAVE
AT JUNCTION VILLAGE

Ⓐ NATURAL HARMONY —

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B	RESIDENTIAL DESIGN CONTROL ZONES
C	FRONT YARD LANDSCAPE CONCEPTS

① OVERVIEW

1.1 DEVELOPER APPROVAL

All homes built at Octave at Junction Village must be approved by the Design Assessment Panel (DAP) prior to lodging for any Building Permit or commencing any construction of works. The DAP is appointed by the developers of Octave at Junction Village to oversee and implement the objectives of the Design Guidelines.

The Design Guidelines may be changed from time to time at the DAP's discretion.

Applications for the Developer's Approval will be assessed against the current version of the Design Guidelines. Interpretation and application of these Design Guidelines is at the sole discretion of the DAP. The DAP's decisions are final. No claims shall be made to the Developer, the DAP or their representatives with respect to the decisions made.

The DAP reserves the right to vary or waive the requirements of the Design Guidelines if it believes that a proposal (or an element of a proposal) that is not strictly in accordance with the wording of the Design Guidelines nonetheless makes a positive contribution to the overall objectives of the built form and / or streetscape at Octave at Junction Village. Note: A proposal that does not comply with the Design Guidelines may require Council planning permission, in the event that the proposed variation is also contrary to the Botanic Ridge Precinct Structure Plan Residential Design Controls.

Allowance has been made for two submissions for each Design Approval application. Each additional submission may incur an administration fee, at the sole discretion of the DAP. New submissions for a lot that has already had an application approved may also incur an administration fee.

1.2 SUBMISSION REQUIREMENTS

All submissions for Developer Approval must be in PDF format and include the following information:

Site plan at minimum 1:200, with dimensions and showing:

- Lot boundaries and any easement(s) on title
- Proposed building footprint and all proposed setbacks
- Contours (at 0.5m interval or less) or spot levels
- On-site car parking and driveways
- Other external structures (including pools and spas)

All ancillary items, including, but not limited to;

- water tanks and storage units
- solar panels
- television antennae
- air-conditioning units
- evaporative cooling units
- heating units
- bin storage area
- sheds and any out-buildings

All floor plans, roof plans and elevations at 1:100, with dimensions and showing:

- Internal layout, and any pergolas, decks, terraces, balconies, verandas, windows, doors and other openings
- Proposed floor levels

A Colour Board in PDF format (see Appendix A) with all external finishes, materials and colours clearly labelled to show which building element they represent, including:

- roofing
- rain water fixtures (gutters, downpipes, fascias etc.)
- external walls
- window frames
- garage door
- driveway

Landscape plan at 1:100, with dimensions and showing:

- indicative extent of all hardscape and softscape
- planting schedule that lists all proposed species referenced on landscape plan

For lots with greater than 1.5m land fall, please include the following, at 1:100:

- at least one sectional drawing that explains the extent



of proposed cut and fill locations and heights of any proposed retaining walls.

1.3 SUBMISSIONS

When you are ready to make your submission for Developer Approval, you can lodge it on the Design Approval Portal at www.ngdd.com.au. Users must first register to use the portal. Once this has been done, log in and simply enter the relevant details when prompted.

Generally, we will review and respond to you within 10 working days of your submission, but this time may vary depending on the nature and completeness of your submission. Please note that incomplete submissions are the single greatest cause of delays in obtaining a Developer Approval. Check that your submission includes all the required information before lodging it. Complete and thorough submissions take the least time to process, review and approve.

1.4 RE-SUBMISSIONS

Should a re-submission be required, please ensure that any alterations or changes are suitably highlighted on the plans or in any accompanying communication. This will help to speed up the processing and assessment.

1.5 TIMING

- Construction of your home must start within 6 months of the settlement date. Completion of your home, including garage, driveway, fencing and retaining walls should occur within 18 months of settlement.
- All front gardens must be landscaped in accordance with these Guidelines (including all turf, soft landscape, driveways and pathways) within 6 months of issue of the Certificate of Occupancy.
- Fencing must be constructed within 30 days of the issue of the Certificate of Occupancy.

1.6 OTHER APPROVALS

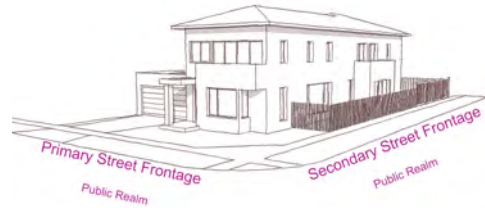
The requirements detailed in this document are in addition to, and not in lieu of, any other legal or statutory requirements. It is the responsibility of the owner to ensure any other approvals, authorisation permits or other requirements are obtained and satisfied.

1.7 DEFINITIONS

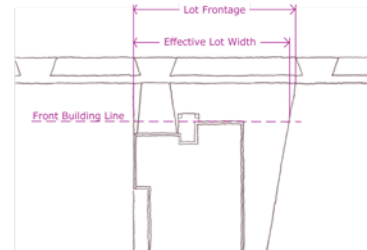
For the purposes of these guidelines:

- Public Realm* is any land that is within the ownership of a public body, including Council and servicing authorities
- The *Primary Frontage* is the boundary that abuts the Public Realm
- The *Front Façade* is the elevation that addresses the primary frontage
- A *Corner Lot* is any lot that has more than one boundary that abuts the Public Realm

- On corner lots, the primary frontage is the shorter one abutting the Public Realm, unless noted otherwise on the Plan of Subdivision



- Secondary Frontage* means any boundary that abuts the Public Realm, other than the primary frontage
- For irregular lots, the *Lot Width* is the width of the lot at the front building line



- Natural Ground Level* means the ground level after engineering works associated with the subdivision
- Building Envelope Plan* means the Building Envelope Schedule included in the Land Sales Contract annexures
- Front Loaded* refers to a lot where the garage is accessed from the primary frontage
- Rear loaded* refers to a lot where the garage is accessed from the rear of the lot, usually from a lane or secondary street
- Interface A Zone* lots are specific lots that are identified on the Building Envelope and Residential Design Control Zones Plan
- Interface B Zone* lots are specific lots that are identified on the Building Envelope and Residential Design Control Zones Plan
- Neighbourhood Zone* lots are specific lots that are identified on the Building Envelope and Residential Design Control Zones Plan
- Village Zone* lots are specific lots that are identified on the Building Envelope and Residential Design Control Zones Plan

1.8 SMALL LOT HOUSING CODE (SLHC)

Lots that provide a single dwelling and have an area of less than 300m² are also subject to the requirements of the Small Lot Housing Code (SLHC). In the event of any clash between the SLHC requirements and these Design Guidelines, the SLHC shall take preference. The DAP will not assess proposals against the requirements of the SLHC. Should a development not meet the provisions of the SLHC it will require planning approval from Council. Prior to lodging that application with Council, approval must be obtained from the DAP.

ENVIRONMENTAL SUSTAINABILITY

LIVEABILITY CONSIDERATIONS

Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter. Lots on the north side of a street will have sunny backyards – good for private outdoor living. Lots on the south side of a street will have sunny front yards – good for show piece gardens. Lots facing east-west will have sunny side yards. 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.

SOLAR HEATING PANELS

Solar heating panels must be located on roof planes preferably not visible from the Public Realm. The panels should follow the roof pitch. Where visible from public, solar panels will be assessed on their merits with regard to scale, form and colour.

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 you may require please contact the Department of Sustainability and Environment for appropriate storage requirements in relation to the collection area provided.

RECYCLED WATER

Recycled water will be in use for non-drinking purposes such as toilet flushing and garden usage. All residents are required to connect their dwellings to this service to reduce the consumption of potable water. For more information, please visit the South East Water webpage, or visit the link below to find out about recycled water in the home www.southeastwater.com.au/LearnAboutWater/TypesWater/Pages/RecycledWater.aspx

ENERGY RATINGS

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

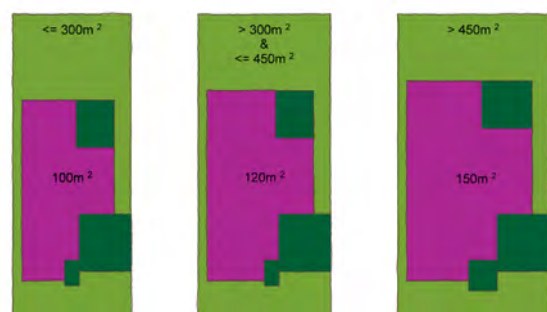


Image courtesy of Urban Edge

③ LOT PLANNING

3.1 LOT LAYOUT

- Only one dwelling is permitted per lot, unless otherwise provided on the relevant Plan of Subdivision.
- The dwelling must have at least one habitable room window that addresses the primary street frontage. A habitable room is a living room or a bedroom. On Corner Lots, the dwelling must have at least one habitable room window that addresses the secondary street frontage.
- The habitable room window should have appropriate head and sill heights to provide passive surveillance to the Public Realm.
- On Corner Lots, the primary street frontage is the shorter frontage adjacent to the street, unless otherwise noted on the Plan of Subdivision or Building Envelopes.
- Dwellings must comply with the following minimum dwelling size, excluding garage and all unenclosed areas, unless otherwise approved by the DAP:

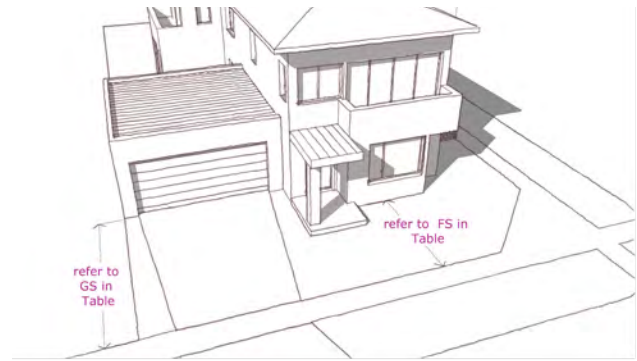


LOT SIZE	DWELLING SIZE (MIN.)
Less than (or equal to) 300m ²	100m ²
More than (or equal to) 300m ² & less than 450m ²	120m ²
More than 450m ²	150m ²

3.2 BUILDING SETBACKS

- a. All dwellings must be contained within the Building Envelope Plan applied to the lot.

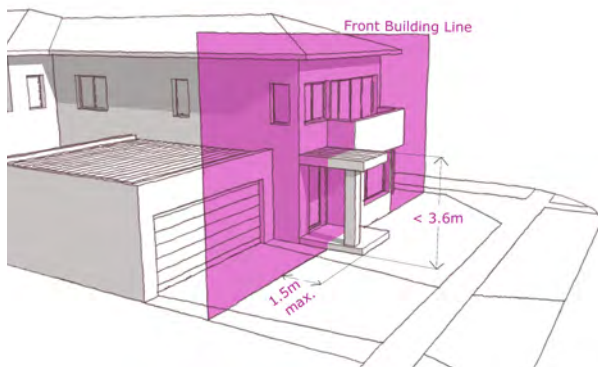
The Plan included under Appendix B delineates the various residential design control zones for the project and the table below illustrates the dwelling setback requirements for the lots comprised within each zone:



	INTERFACE A ZONE	INTERFACE B ZONE	NEIGHBOURHOOD ZONE			VILLAGE ZONE	
Front Setback (FS)	13m minimum	6m minimum	Area <= 550m ² 4m minimum	Area > 550m ² & <= 720m ² 5m minimum	Area > 720m ² 6m minimum	Area < 300m ² See SLHC	Area >= 300m ² 3m minimum 4m maximum
Rear Setback	10m minimum	8m minimum	2m minimum			See SLHC	2m minimum
Side Setback - Inline Lots	1m minimum from at least 1 boundary	1m minimum from at least 1 boundary	1m minimum from at least 1 boundary			See SLHC	1m minimum from at least 1 boundary
Side Setback - Corner Lots	2m minimum	2m minimum	2m minimum			See SLHC	2m minimum
Garage Front Boundary Setback (GS)			5.5m minimum			See SLHC	5.5m minimum

FRONT ENCROACHMENTS

- b. The following may encroach into the front setback:



- balconies, verandas, open porches, covered walkways and porticos that have a maximum height less than 3.6m above the ground level, by no more than 1.5m
- eaves, fascia and gutters by no more than 600mm.

SIDE AND REAR ENCROACHMENTS

- c. The following may encroach into the side and rear setback distances that do not abut the Public Realm by not more than 500mm:
- porches and verandas
 - screens, but only to the extent needed to protect a neighbouring property from a direct view

- domestic fuel tanks and water tanks
- heating and cooling equipment and other services

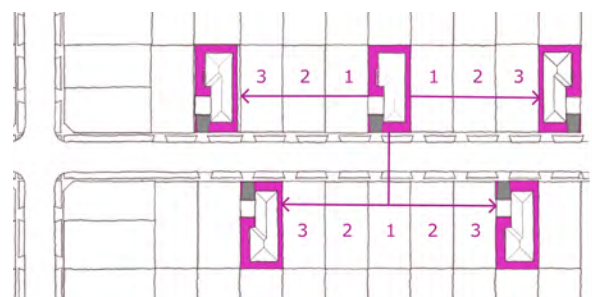
- d. Eaves, fascia and gutters may encroach into the side and rear setback distances by not more than 600mm.

LANDSCAPING CONSIDERATIONS

In addition to the minimum prescribed setbacks described above, consideration should be given to the mature size of any proposed planting, particularly in the front setback, to allow plenty of space for roots and branches to spread.

3.3 BUILT FORM VARIETY

- a. Similar façades are not permitted within 3 lots of each other along both sides of the street. The determination of this issue will be at the sole discretion of the DAP.



ΘCTAVE
AT JUNCTION VILLAGE

4

HOUSE STYLE

4.1 CHARACTER AND VISUAL STYLE

Facades must be contemporary in style. This will be achieved through simple forms including low-pitched roofs and well proportioned façade elements, combined with controlled use of materials and colours as described in the following sections:

- Historical styles, such as Edwardian and Georgian etc, are not permitted
- Period detailing and ornamentation, such as quoins, fretwork, gable vents, curvilinear profile mouldings etc, are not permitted
- Ornamentation of facades is to be limited to ancillary building elements such as porches, balconies, pergolas and architectural screens to encourage articulation of the facade and interest to the streetscape

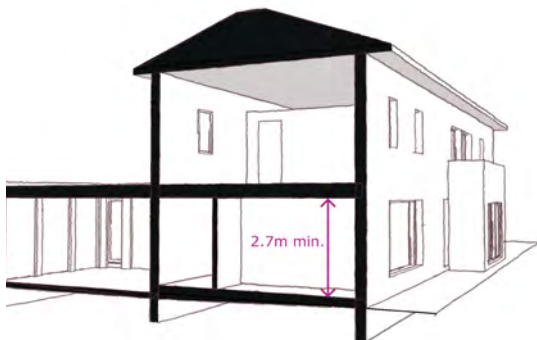
The determination of this stylistic issue is at the sole discretion of the DAP.

4.2 BUILDING HEIGHT

- All buildings are limited to a maximum height of 8.5m above natural ground level.
- In addition to this, lots in Interface A are limited to a maximum of 1 storey. Please refer to the building Envelope for details.
- Double storey lots in Interface B must have the upper level set back behind the front wall of the dwelling.

4.3 MASSING AND ARTICULATION

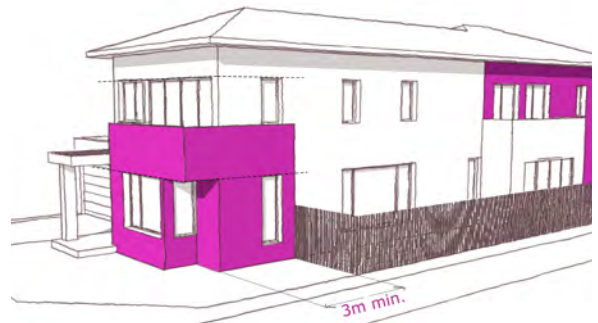
- Each dwelling must incorporate a prominent front entry point that is readily visible from the primary frontage and complementary to the overall dwelling design.
- The front façade must not be continuously straight for more than 6.5m
- Rooms fronting the Public Realm must have a minimum ground floor ceiling height of 2700mm, or 2550mm for lots 300m² or smaller.



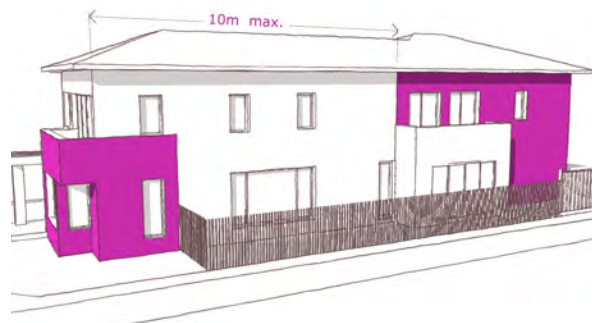
- Two storey dwellings must incorporate elements such as balconies and / or protrusions to articulate the front façade.

4.4 CORNER LOTS

- Dwellings on Corner Lots must address the secondary frontage by incorporating the same or similar design features to those used on the primary frontage. Acceptable features may include:
 - windows with matching head heights
 - highlight materials and finishes that wrap around from the primary facade
 - pergolas, porticos, porches, verandas and balconies
 - roof elements, such as feature gables
 - other treatments, to the satisfaction of the DAP
- Materials used on the front façade must extend to the secondary frontage for a minimum of 3m



- Corner features must be forward of the Return Fence and / or readily visible from the Public Realm. Blank walls forward of the Return Fence will not be approved
- Any secondary façade that exceeds 10m in length must incorporate articulation in one of the following ways:
 - a step in the wall that is at least 0.3m deep for a length of at least 1 metre, such that any part of the wall is not continuously straight for more than 10m; or
 - contrasting material for at least 2m to limit any continuous material length to 10m; or
 - contrasting wall colours for at least 2m to limit any continuous colour length to 10m.

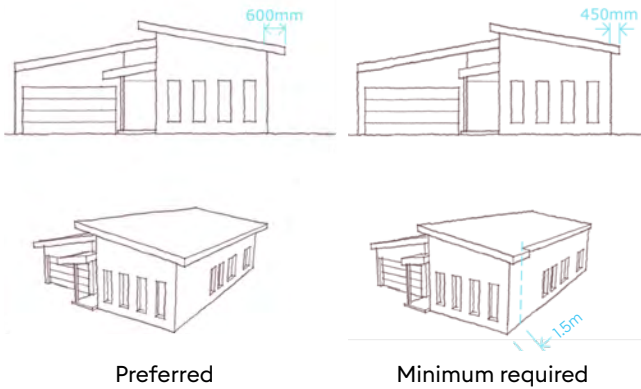


- At least 50% of all rooms that are adjacent to a secondary boundary must have windows facing that boundary.

4.5 ROOF DESIGN

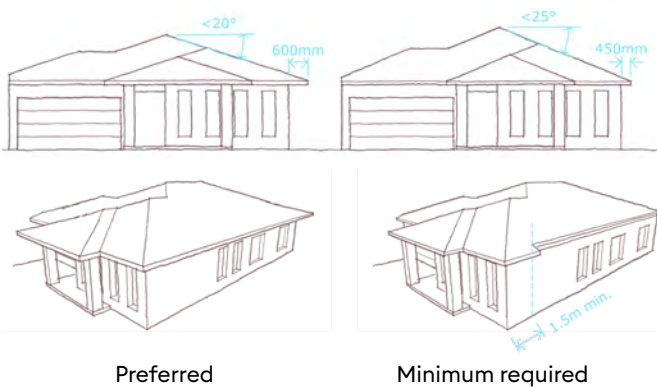
Low pitch roof forms and styles are preferred and strongly encouraged.

- a. Skillion roofs must have:



- a roof pitch of between 10° and 30°

- b. Hip or gable end roofs must have:



- a roof pitch of no more than 25°. Low roof pitches (20° or less) are preferred.

- c. Skillion, hip or gable end roofs must have:

- a minimum eaves width of 450mm to any façade that faces the Public Realm. Eaves of at least 600mm are preferred and strongly encouraged
- the front eaves returning along the side wall for at least 1.5m on single storey dwellings
- a minimum eaves width of 450mm to the entire upper level on two storey dwellings. Eaves of at least 600mm are preferred and strongly encouraged

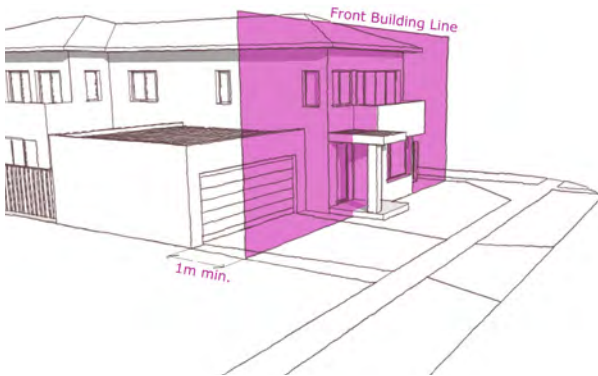
- d. Walls constructed on side boundaries (zero lot line) will be exempt from the eaves requirements but not from the parapet requirements. Please note that the height of the wall on a boundary will not exempt the wall from the parapet requirements.

4.6 MATERIALS AND FINISHES

- Colour schemes should adopt a palette of muted neutral tones at the lighter end of the colour spectrum.
- The front façade must be finished with a mixture of at least 3 external materials / finishes and / or colour finishes.
- Face brick or masonry blocks must make up no more than 70% of the front façade (not including the garage door or other openings such as windows and doors).
- Other front façade materials may include:
 - render
 - timber cladding
 - weatherboard (painted)
 - lightweight cladding
 - stone
 - other materials approved by the DAP
- Materials used on the front façade must extend to the side elevation for a minimum of 1.5m except for a Corner Lot where additional requirements apply. Refer to Section 4.4 Corner Lots.
- Roof cladding must compliment the style of your home:
 - metal roof sheeting must be of a corrugated profile if visible from the Public Realm
 - tiles must be of a flat / shingle type profile
- All roof materials and finishes must be matte finish, non-reflective and in one of the following colour tones:
 - muted grey
 - blue / grey
 - charcoal
 - green
- Galvanized, zincalume or unfinished roof materials and rainwater fixtures are not permitted.
- No dwelling is to be built with any exposed stumps.
- Aluminium sliding windows and doors are unlikely to be approved if visible from the Public Realm, unless they are manufactured from commercial or semi commercial sections.
- The front facade (and secondary frontages) must not include lightweight infill panels above doors, windows or garage doors. The finish / colour above the opening must match the finish / colour on either side of the opening.
- Roll down security shutters must not be visible from the Public Realm.
- Glazing that is visible from the Public Realm must not contain leadlight, stained glass, reflective glass or patterned film.

4.7 CAR ACCOMMODATION

- a. All lots must incorporate a fully enclosed garage. Carports and open sided garages are not allowed.
- b. Garages accessed from the primary frontage of a lot must be integrated into the overall form of the dwelling and must be stepped back a minimum of 1m from the front wall of the dwelling. This distance is measured from the front building line, not from verandas or porches etc.

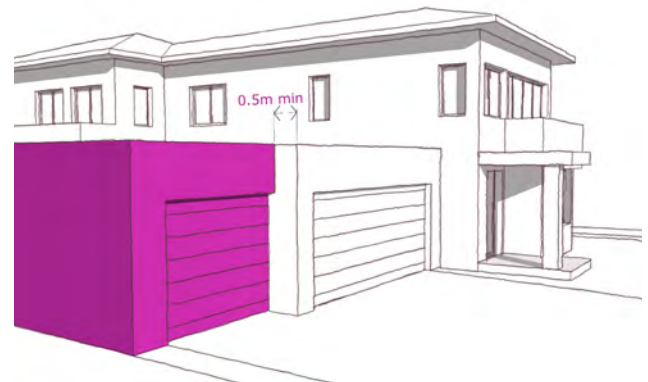


- c. Garages that are not accessed from the primary frontage may be detached, at the discretion of the DAP. Detached garages must have:
 - materials, colours and finishes that match or complement the dwelling; and
 - a roof form consistent with the dwelling.
- d. Any detached garage that is located on a lot in Interface A or Interface B must also not have:
 - a height exceeding 3.6m above natural ground level; or
 - an area exceeding 50m².
- e. Rear Loaded lots must incorporate a garage at the rear of the lot. Crossovers are not permitted on the front boundary of these lots and garages are not permitted to be located at the front of these lots.
- f. Front loaded lots with a lot width of 12.5m or more must provide a double garage.
- g. The total width of the garage door openings on front loaded lots must not exceed 40% of the effective lot width.
- h. The maximum width of any single garage opening is 7m.
- i. Any garage door visible from the Public Realm must be either a sectional overhead or tilt panel type only.

TRIPLE GARAGES

In addition to the other requirements in this section, triple garages will only be allowed where:

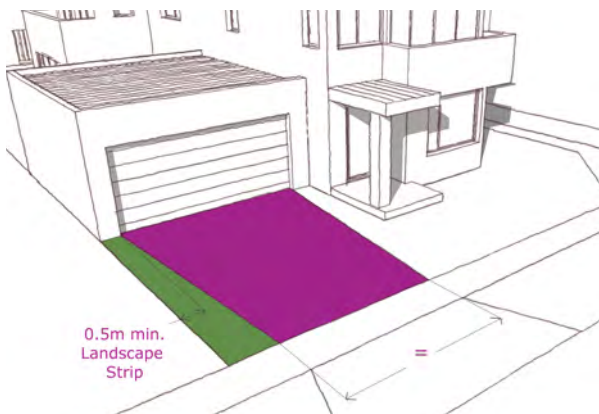
- j. The dwelling is a lot with an effective lot width of at least 18m;
- k. garages comprise either one double and one single garage element or three single garage elements with a column / pillar dividing at least two of the elements; and
- l. the wall that contains the third door must be stepped back at least 500mm from the other front wall of the garage.



OTHER EXTERNAL ELEMENTS

5.1 DRIVEWAYS

- Each lot must have a maximum of one crossover per frontage.
- Driveways must be constructed from:
 - Exposed aggregate concrete
 - Coloured-through concrete
 - Slate
 - Natural Stone
 - Asphalt
 - Brick
- Driveway colours should be muted.
- Plain (uncoloured) and painted concrete driveways are not permitted.
- The driveway must be set back a minimum of 0.5m from the side boundary to provide a strip for landscaping.
- Driveways must not be wider than the garage door where they meet the garage and must taper to the width of the crossover at the boundary.



- The driveway must be constructed prior to the occupancy of the dwelling.

5.2 LAND FORM (RETAINING WALLS)

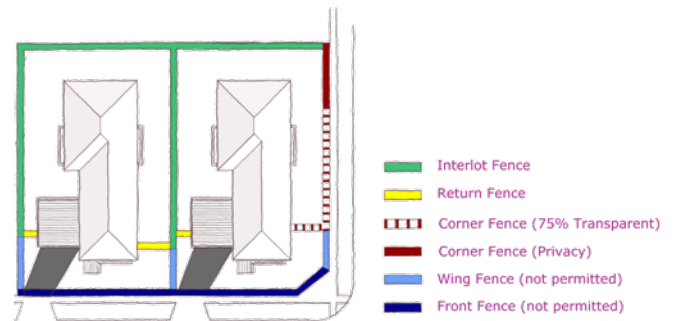
- The maximum height of any retaining wall is 1.0m. If a higher wall is required, more than one wall must be used in conjunction with graded slopes, battering and other landscape treatment to soften the appearance of the change in levels. Council approval may be required for retaining walls. Owners should make their own enquiry.
- Thought should also be given to providing a landscaping strip of approximately 200mm in front of the retaining wall to soften the height.
- Retaining walls visible from the Public Realm must be constructed from a material and finish to complement the house, to the satisfaction of the DAP.

Acceptable finishes may include:

- Stone;
- Face or rendered masonry; or

- Concrete sleepers with an appropriate applied finish and galvanised support columns.
- Timber sleepers are not permitted.
 - The extent, height and finish of all proposed retaining walls must be included in any application for Design Approval.
 - Refer to Council for additional retaining wall requirements.

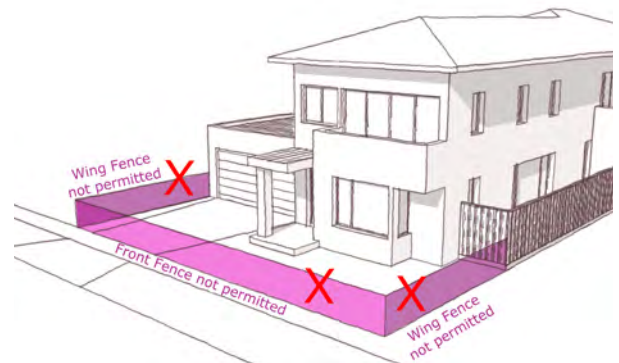
5.3 FENCING



- Only timber paling fencing is permitted.

FRONT FENCING

- Front fences are not permitted.

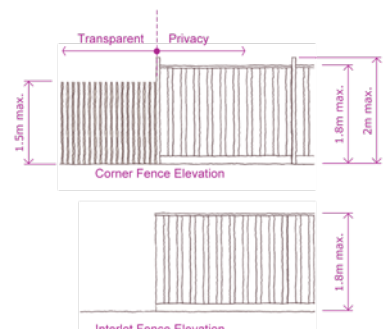


Front fences may be considered for integrated housing sites and lots where the primary frontage directly abuts the Public Realm, at the sole discretion of the DAP.

INTERLOT FENCING (FENCING BETWEEN LOTS)

- Interlot fencing must be:

- Constructed with exposed timber posts on both sides, a 150mm bottom plinth, lapped timber palings and timber capping
- A maximum height of 1.8m above natural ground level



OTHER EXTERNAL ELEMENTS

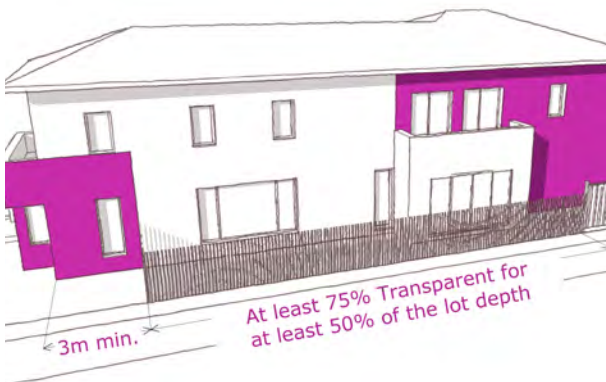


Terminated at a minimum of 1m behind the closest front wall of the dwelling, unless it is on the rear boundary of an adjoining lot

- Terminated by returning to meet the closest wall of the dwelling (Return Fence)

FENCING TO A PUBLIC REALM BOUNDARY OTHER THAN THE FRONT BOUNDARY (CORNER FENCING)

Corner Fencing must comprise of 2 sections...the Transparent section and the Privacy section.



- d. The Transparent section of the corner fence must:
- Start a minimum of 3m behind the closest front wall of the dwelling
 - Be at least 75% transparent for at least 50% of the length of the relevant boundary
 - Have a maximum height of no greater than 1.5m above natural ground level
 - Return at the start to meet the closest wall of the dwelling at 90 degrees to the dwelling wall (Return Fence)
 - Terminate where the Privacy section starts
- e. The Privacy section of the corner fence must:
- Run along the relevant boundary from the Transparent fence to the rear boundary
 - Incorporate exposed timber posts, timber rails that are concealed from the Public Realm, a 150mm bottom plinth, and lapped timber palings with timber capping
 - Incorporate a maximum capping height of no greater than 1.8m above natural ground level

- Incorporate a maximum post height of no greater than 2m above natural ground level

RETURN FENCING

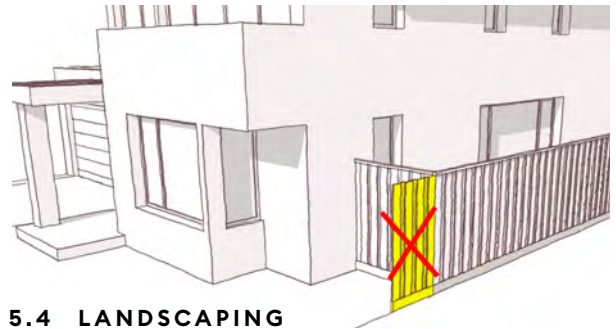
- f. The Return Fence must be:
- Constructed with materials and finishes to match or complement the adjacent fence
 - The same height as the adjacent fence

GATES

- g. Any gate in a fence must match or complement the fence in terms of materials and finishes

WING FENCING (FENCING BETWEEN THE RETURN FENCE AND THE FRONT BOUNDARY)

- h. Wing fences are not permitted



5.4 LANDSCAPING

Landscape works are part of the design approval process. A Landscape Plan must be included with the submission for design approval and approved prior to the commencement of construction.

A well designed, constructed and maintained front garden is an important part of your new home. These Design Guidelines have been prepared to ensure that the landscaping to all private gardens enhances the streetscapes of Octave at Junction Village for all residents. For guidance, Appendix C provides a range of front yard landscape layouts shown on various lot types common throughout the project to demonstrate preferred design options.

DESIGN

- a. Front gardens must complement the design of your home and be contemporary in style
- b. Consider the orientation of your garden and the amount of shade your garden receives when planning the design and location of paved areas or paths as well as garden beds
- c. All front gardens must be well planted so as to enable full coverage of garden beds when established
- d. Landscape elements must be used to soften and screen any ancillary structures or service equipment that are visible from the Public Realm and cannot be located elsewhere within the lot

OTHER EXTERNAL ELEMENTS

- e. A minimum of one tree must be provided to the front garden (minimum install size 45L stock and 1.8m tall). Trees must be located to avoid interference with services, infrastructure and neighbouring properties.
- f. Garden bed preparation is recommended to include a minimum of 200mm of topsoil and 75mm mulch
- g. All front gardens must be kept presentable and well maintained. This includes but is not limited to being free of weeds, litter and debris. All lawn areas must be regularly mown and kept free of weeds.

MATERIALS AND FINISHES

Consideration must be given to the types of materials selected for use within your front garden and how these visually enhance your home.

- a. Colour schemes for hard surfaces should be muted neutral tones in order to complement the built form of the home and driveway materials
- b. Any paths or paved areas must be constructed from:
 - Exposed aggregate concrete
 - Coloured-through concrete
 - Slate
 - Natural stone
 - Brick
 - Granitic gravel with a defined edge (such as timber or steel edging)
- c. Plain (uncoloured) and painted concrete paths or paving areas are not permitted
- d. Paved areas must be set back a minimum of 0.5m from the side boundary and a minimum of 2m from the front boundary to provide a strip for planting and soft landscaping
- e. Garden areas must be mulched with bark, not pebbles or gravel
- f. Lawn areas must not be artificial turf

PLANT SELECTION

The provided plant lists must be considered when planning your garden design. Casey City Council also provide plant lists for species suitable to the local environment of Junction Village and the Botanic Ridge area that could be useful in planning your garden.

A visit to the Royal Botanic Gardens Cranbourne or a local nursery for advice on plant selection for your garden may be useful when preparing your Landscape Plan. The Royal Botanic Gardens Cranbourne also has display gardens that showcase how native plants can be used within contemporary residential designs.

Avoid planting common weed species in your garden.

- a. Plants for inclusion in your garden must be selected from the provided plant lists. You may select a combination of native, indigenous and exotic plants from Plant List 1 and Plant List 2

- b. Any lots located within the Bushfire Management Overlay or within 150m of the Royal Botanic Gardens Cranbourne boundary must ensure that a minimum of 60% of plants are native and indigenous plants selected from Plant List 1
- c. The selection of native or indigenous plants from Plant List 1 is strongly encouraged to compliment the surrounding landscape environment of Junction Village and the adjacent Royal Botanic Gardens Cranbourne
- d. Plants not included on the provided lists will be considered but are subject to approval by the DAP

Plant List 1: Native and Indigenous Plants

GROUNDCOVERS	
Botanical Name	Common Name
Ajuga reptans	Bugle
Brachyscome multifida	Cut Leaf Daisy
Chrysocephalum semipapposum	Clustered Everlasting
Dichondra repens	Kidney Weed
Eremophila 'Silver Ball'	Emu Bush
Grevillea 'Bronze Rambler'	Dwarf Grevillea
Grevillea 'Poorinda Royal Mantle'	Dwarf Grevillea
Myoporum parvifolium	Creeping Boobialla

GRASSES / STRAPPIES	
Botanical Name	Common Name
Dianella 'Emerald Arch'	Native Flax
Dianella tasmanica	Tasman Flax-Lily
Doryanthes excelsa	Gymea Lily
Lomandra Tanika	Tanika
Poa labillardieri	Common Tussock Grass

OTHER EXTERNAL ELEMENTS

SMALL SHRUBS	
Botanical Name	Common Name
Acacia cognata 'Mini Cog' or 'Limelight'	River Wattle
Agonis flexuosa 'Copper Wave'	Willow Peppermint
Banksia 'Birthday Candles'	Banksia cultivar
Callistemon 'Little John'	Bottlebrush cultivar
Correa glabra	Rock Correa
Correa alba	White correa
Correa reflexa	Common Correa
Crocea exalta 'Southern Stars'	Wax Flower
Grevillea 'Robyn Gordon'	Grevillea cultivar
Hymenosporum flavum 'Gold Nugget'	Native Frangipani (Dwarf variety)
Leptospermum 'Foreshore'	Dwarf Tea Tree

TREES	
Botanical Name	Common Name
Angophora hispida	Dwarf Apple Myrtle
Corymbia cirtiodora 'Scentuous'	Dwarf Lemon Scented Gum
Corymbia ficifolia 'Wildfire'	Red Flowering Gum cultivar
Elaeocarpus reticulatus	Blueberry Ash
Eucalyptus caesia	Silver Princess
Eucalyptus leucoxylon 'Rosea'	Pink Flowering Gum
Eucalyptus manniferra 'Little Spotty'	Dwarf Spotted Gum
Eucalyptus paucifolia 'Little Snowman'	Dwarf Snow Gum
Tristanopsis laurina	Kanooka
Waterhousea floribunda	Weeping Lilly Pilly

Plant List 2: Exotic Plants

LARGE SHRUBS	
Botanical Name	Common Name
Adenanthos sericea	Woolly Bush
Banksia ericifolia x spinulosa	Banksia 'Giant Candles'
Callistemon 'Kings Park Special'	Bottlebrush cultivar
Callistemon salignus 'Perth Pink'	Bottlebrush cultivar
Hardenbergia violacea	Coral Pea
Melaleuca nesophila	Honey Myrtle
Syzygium australe	Brush Cherry
Westringia fruticosa	Coastal Rosemary

GROUNDCOVERS	
Botanical Name	Common Name
Hosta	Plantain Lily
Origanum vulgare	Oregano
Scaevola albida 'Mauve Clusters'	Fan Flower
Sedum 'Stonecrop'	Sedum
Senecio serpens	Blue chalk sticks
Stachys byzantina	Lambs Ears
Thymus vulgaris	Thyme
Trachelospermum jasminoides	Chinese Star Jasmine

OTHER EXTERNAL ELEMENTS

GRASSES / STRAPPIES

Botanical Name	Common Name
Arthropodium cirratum	Rock Lily
Clivia minata	Bush Lily
Cordyline	Cabbage Palm cultivars
Dietes grandiflora	Wild Iris
Festuca glauca	Blue Fescue
Liriope muscari	Lily Turf
Ophiopogon japonicus	Mondo Grass
Phormium tenax	New Zealand Flax

SMALL SHRUBS

Botanical Name	Common Name
Hebe buxifolia	Box Leaf Hebe
Lavendula angustifolia 'Hidcote Blue'	English Lavender
Plectranthus argentatus	Mona Lavender
Raphiolepis indica	Indian Hawthorn
Rosmarinus officinalis	Rosemary

LARGE SHRUBS

Botanical Name	Common Name
Fatsia japonica	Japanese Aralia
Laurus nobilis	Bay Tree
Viburnum tinus	Viburnum

TREES

Botanical Name	Common Name
Acer palmatum 'Sango Kaku'	Japanese Maple
Cercis canadensis 'Forest Pansy'	Chinese Redbud cultivar
Cercis chinensis	Chinese Redbud
Lagerstroemia indica x fauriei 'Natchez'	C repe Myrtle cultivar
Lagerstroemia indica x fauriei 'Sioux'	Crepe Myrtle cultivar
Magnolia grandiflora 'Little Gem'	Dwarf Magnolia
Magnolia 'Teddybear'	Magnolia cultivar
Malus floribunda	Crabapple
Malus ioensis 'Plena'	Bechtel Crabapple
Michelia figo	Port Wine Magnolia
Pyrus fauriei 'Korean Sun'	Ornamental Pear
Pyrus salicifolia 'Pendula'	Weeping Silver Pear

RESOURCES

Some resources that you should consult when preparing your landscape plan:

- Landscaping for Bushfire: Garden Design and Plant Selection, CFA, November 2011
- Indigenous Plant Guide, City of Casey (2006)
- Your Sustainable Garden booklet, City of Casey
- Botanic Ridge Precinct Structure Plan (updated May 2017)

SERVICES AND ANCILLARY ITEMS

6.1 RECYCLED WATER

- a. Each dwelling must incorporate plumbing that allows for connection to any future recycled water supply
- b. As a minimum, you must allow for all toilets and two garden taps (front and rear) to be connected to any future recycled water system

6.2 SHEDS AND OUTBUILDINGS

- a. If less than 10m² in area, sheds and outbuildings must not be readily visible from the Public Realm
- b. If more than 10m² in area, sheds and outbuildings must have:
 - a roof form consistent with the dwelling
 - materials, colours, and finishes that match or complement the dwelling
 - a maximum height of 3.6m at the ridgeline, measured from natural ground level
 - a maximum height of any perimeter wall, excluding the gable infill, of 2.4m, measured from the natural ground level
- c. The maximum total floor area of outbuildings on a lot must not exceed 50sqm, unless planning approval is granted by the City of Casey. For the purpose of this requirement, an outbuilding is classified as any building on the lot which is detached from the dwelling i.e. the calculation does not include the floor area of a garage attached to the dwelling.

6.3 LETTERBOX

- a. Letterboxes must complement the dwelling in terms of materials, colour and style
- b. Single post supported letterboxes are not permitted

6.4 SERVICE EQUIPMENT

- a. Satellite dishes, antennae or external receivers must be:
 - located to the rear of the dwelling
 - not readily visible from the Public Realm
- b. Heating and cooling units must be:
 - located towards the rear of the dwelling
 - if located on the roof, and satellite dishes, antennae or external receivers heating and cooling units must be:
 - positioned below the ridge line
 - positioned to the rear of the roof and
 - coloured to match the roof as far as practical
- c. Photovoltaic cells, solar panels and the like may be located to maximise their efficiency as long as they integrate with the roof form

6.5 SCREENING

- a. Ancillary structures and elements must be located so that they are not readily visible from the Public Realm. This includes items such as:
 - rubbish bin storage areas
 - washing lines
 - hot water systems
 - any water storage tanks
 - swimming pools
 - spa pumps
 - external plumbing other than that for rain water
- b. Trucks, commercial vehicles exceeding 1.5 tonnes, recreational vehicles, trailers, caravans, boats, horse floats or other like vehicles must be located so that they are not readily visible from the Public Realm when parked or stored on the lot

6.6 SIGNAGE

- a. Signs to advertise the sale of a vacant lot are not permitted unless approved by the Developer
- b. One sign only may be erected to advertise the sale of a completed dwelling
- c. Signs for dwelling names and home businesses are strictly not permitted.

6.7 MAINTENANCE OF LOTS

- a. The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots
- b. The Purchaser shall not place any rubbish including site excavations and building materials on adjoining land, reserves or in any waterways

6.8 CROSSOVER & FOOTPATH PROTECTION

It is the responsibility of the Landowner to ensure that any required asset protection permits are obtained prior to the commencement of building works.

6.9 STREET TREE PROTECTION

It is the responsibility of the Landowner to ensure that any street trees and / or nature strips are protected during all building works.

DEVELOPER'S RESPONSIBILITY

Whilst the Developer will endeavour to ensure compliance with these Design Guidelines wherever possible, they will not be responsible or liable to any person for any loss, damage or injury arising whether directly or indirectly from any noncompliance with these Design Guidelines.

ECTAVE
AT JUNCTION VILLAGE

7

DESIGN APPROVAL CHECKLIST

DESIGN APPROVAL CHECKLIST

The design approval portal (www.ngdd.com.au) will prompt you to enter all the information required to make an application for design approval at Octave at Junction Village.

The information required to lodge an application includes:

- Lot number and street name
- Owner's name, address and contact details
- Builder / Designer's name, address and contact details
- Applicant's name, address and contact details, if the applicant is not any of the above parties

The design information listed in Section 1.3, Submission Requirements, includes:

- Site Plan
- Floor Plan(s)
- Elevations
- Landscape Plan
- Printed Colour Board with materials / colour / finishes samples (as shown in Appendix A)

Please note that incomplete or partial applications will be returned without assessment.

APPENDICES

APPENDIX A - COLOUR BOARD

Wall	Roof
Wall	Gutter
Garage Door	Fascia
Front Door	Downpipes
Windows	Driveway
Other	Other

APPENDIX B - RESIDENTIAL DESIGN CONTROL ZONES

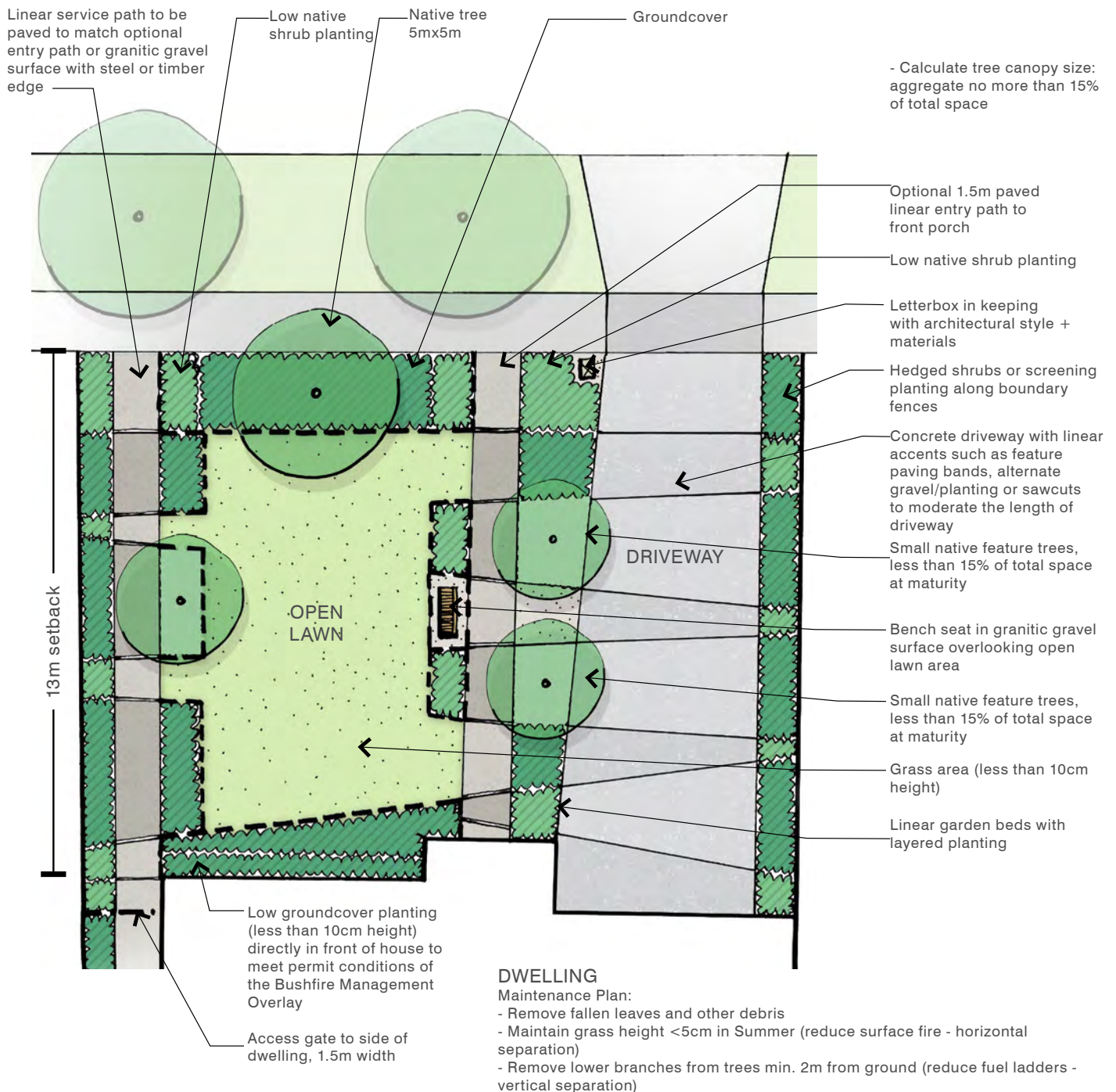


LOT - INTERFACE A ZONE

LOT SIZE: 18m x 45m
FRONT SETBACK: 13m

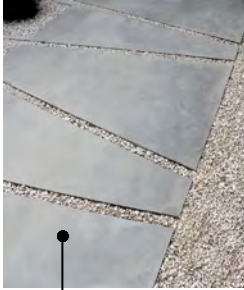
All front lot garden designs must be prepared in accordance with the Octave at Junction Village Design Guidelines and are subject to approval by the Design Assessment Panel.

The following is an indicative garden design with some suggested potential options for paving, landscape features and planting design.

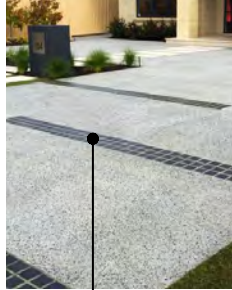


LOT - INTERFACE A ZONE

PAVING & LANDSCAPE FEATURES/MATERIALS TO COMPLEMENT ARCHITECTURE



Angular paving accents or feature saw cuts in concrete



Linear feature paving bands or saw cuts in concrete



Brick paving laid in linear bands provide a detailed feature paving treatment



Locate a garden seat or table setting to maximise use of the substantial front yard

PLANTING DESIGN

Plant species must be selected from the lists provided in the Design Guidelines.

Octave at Junction Village is located within a Bushfire Management Overlay. Accordingly, a minimum of 60% of plants for all lots are required to be native and indigenous species selected from Plant List 1.



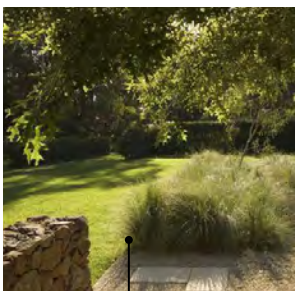
Low groundcovers such as *Brachyscome multifida* planted along the front wall of the dwelling



Structured geometric lawn area framed by garden beds and trees with low understorey planting. Remove low tree branches above understorey planting



Edge planting or course or fleshy-textured plants



Maintain structured and defined edges to garden beds and lawn areas



Avoid large areas of continuous garden beds by using areas of gravel / lawn to create separation and openness in the design



Course-textured, hedged or clipped native shrubs to frame lawn areas or pathways



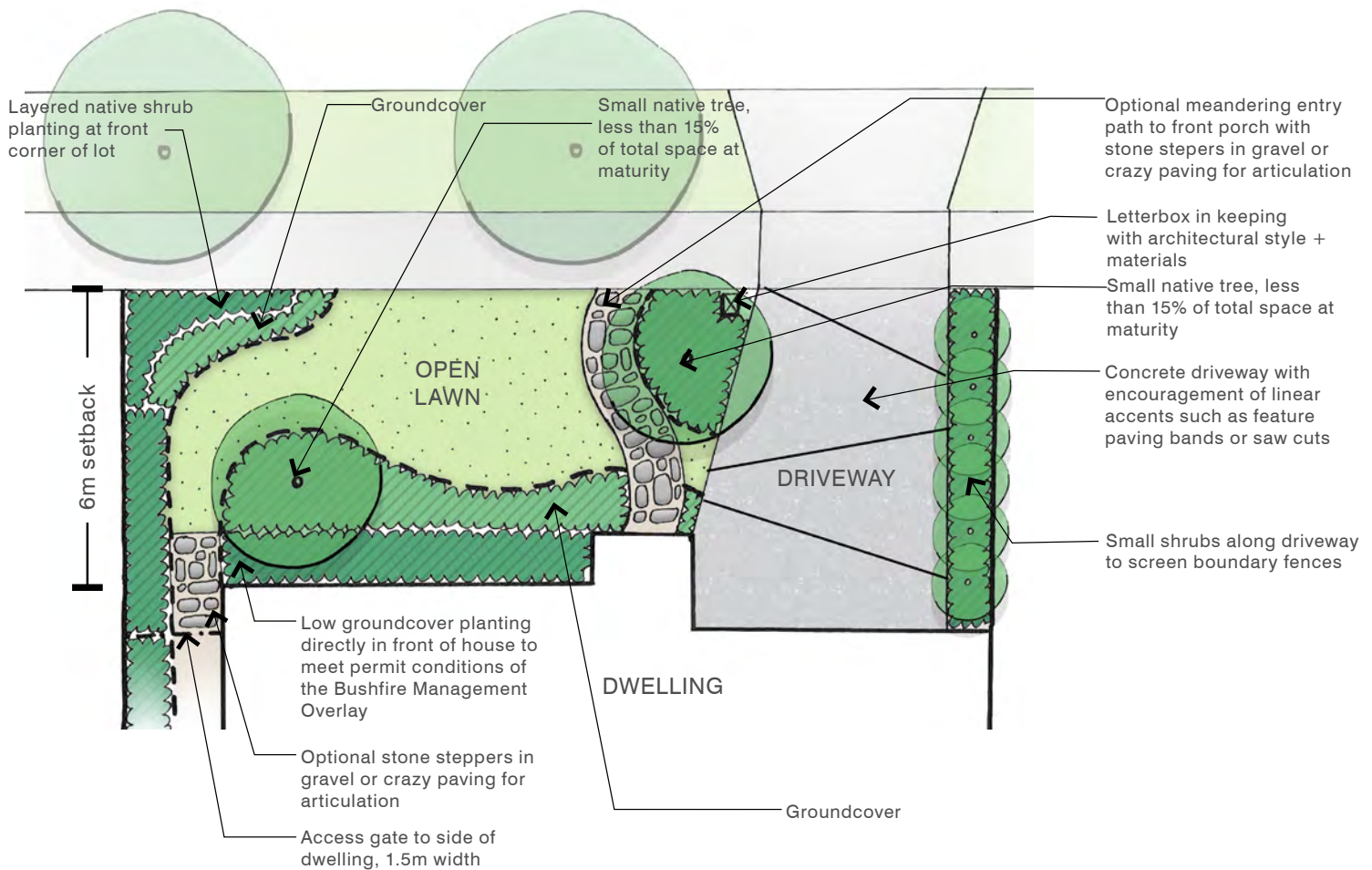
Choose plants with interesting foliage colour or flowers as a highlight within the garden

LOT - INTERFACE B ZONE

LOT SIZE: 18m x 40m
FRONT SETBACK: 6m

All front lot garden designs must be prepared in accordance with the Octave at Junction Village Design Guidelines and are subject to approval by the Design Assessment Panel.

The following is an indicative garden design with some suggested potential options for paving, landscape features and planting design.



Maintenance Plan:

- Remove fallen leaves and other debris
- Maintain grass height <5cm in Summer (reduce surface fire horizontal separation)
- Remove lower branches from trees min. 2m from ground (reduce fuel ladders - vertical separation)

LOT - INTERFACE B ZONE

PAVING & LANDSCAPE FEATURES/MATERIALS TO COMPLEMENT ARCHITECTURE



Random stone steppers in gravel or grass with groundcovers



Natural stone for paved pathways in an informal crazy pave style



Consider adding a small birdbath (subject to approval or flowering native plants to encourage birds to visit your garden)

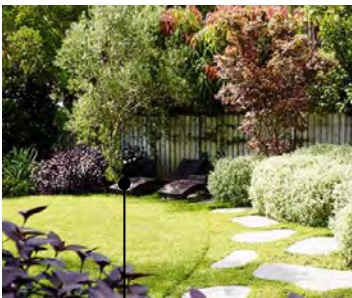


Locate a garden seat in lawn or gravel to maximise use of the front yard

PLANTING DESIGN

Plant species must be selected from the lists provided in the Design Guidelines.

Octave at Junction Village is located within a Bushfire Management Overlay. Accordingly, a minimum of 60% of plants for all lots are required to be native and indigenous species selected from Plant List 1.



Open lawn area framed by curvilinear gardens beds



Use of natural rocks in key areas of the garden create a native bushland feel and add informal seating



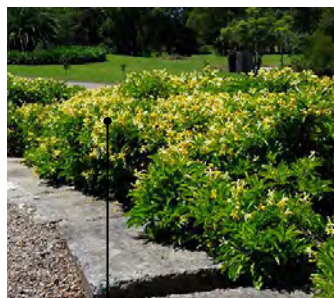
Unstructured soft edges to garden beds through the use of flowering plants



Use of groundcovers and lawn alternatives to soften paving such as *Dichondra repens* or *Thymus vulgaris*



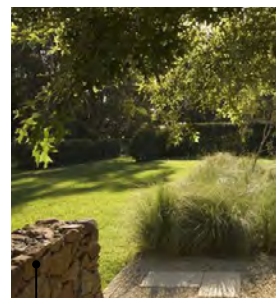
A focus on contrasting colours and textures with the choice of plant species including fleshy-leaved plants such as succulents



Choose flowering plants to add interest and colour to the garden



Climbers such as *Hardenbergia* could be used along boundary fences for additional screening where space is restricted



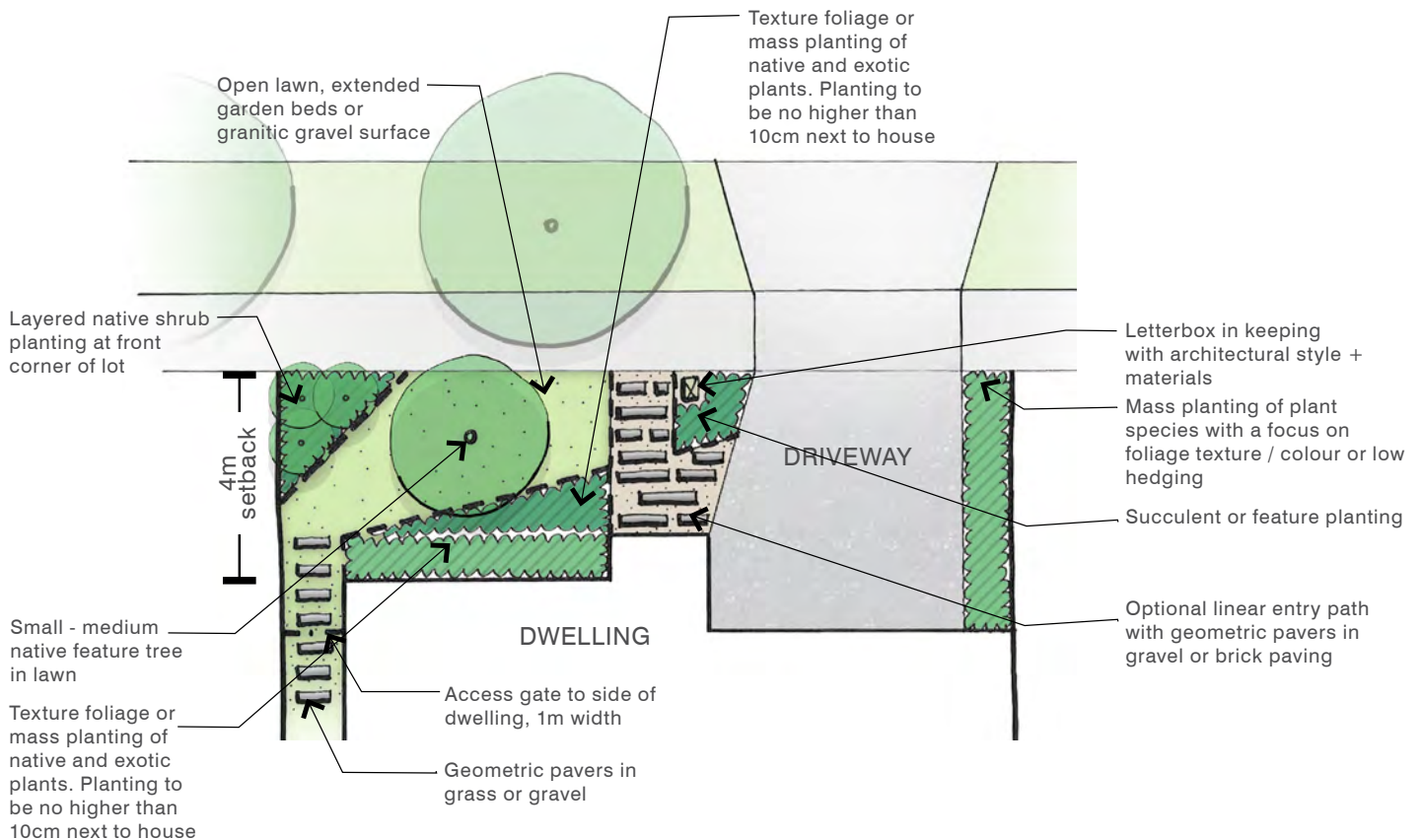
Maintain structured and defined edges to garden beds and lawn areas

14m STANDARD LOT

LOT SIZE: 14m x 32m
FRONT SETBACK: 4m

All front lot garden designs must be prepared in accordance with the Octave at Junction Village Design Guidelines and are subject to approval by the Design Assessment Panel.

The following is an indicative garden design with some suggested potential options for paving, landscape features and planting design.



Maintenance Plan:

- Remove fallen leaves and other debris
- Maintain grass height <5cm in Summer (reduce surface fire horizontal separation)
- Remove lower branches from trees min. 2m from ground (reduce fuel ladders - vertical separation)

14M STANDARD LOT

PAVING & LANDSCAPE FEATURES/MATERIALS TO COMPLEMENT ARCHITECTURE



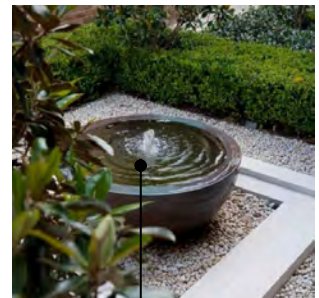
Contemporary brick paving (consider brick colour and pattern)



Geometric pavers in gravel or grass. Use steel or timber edge to formalise garden beds and areas of gravel / lawn



Potential to use extended garden beds, granitic gravel or lawn alternatives for ground treatment if lawn is not suitable

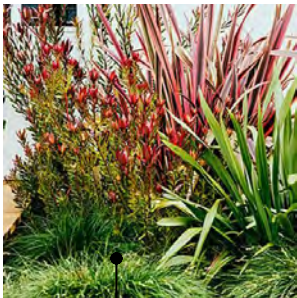


Small water feature or sculpture to provide a focal point to the garden (subject to approval)

PLANTING DESIGN

Plant species must be selected from the lists provided in the Design Guidelines.

Octave at Junction Village is located within a Bushfire Management Overlay. Accordingly, a minimum of 60% of plants for all lots are required to be native and indigenous species selected from Plant List 1.



A mixture of native and exotic plants create interesting plant combinations



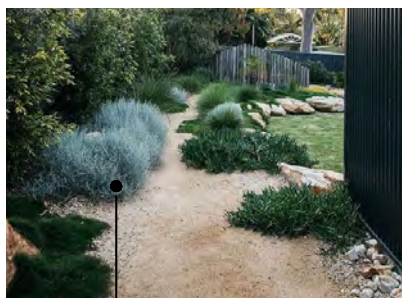
Highlight foliage structure and colour with the use of plants such as *Senecio serpens* and *Phormium tenax*



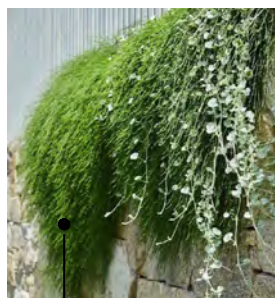
Native feature tree with colourful flowers such as Illawarra Flame Tree



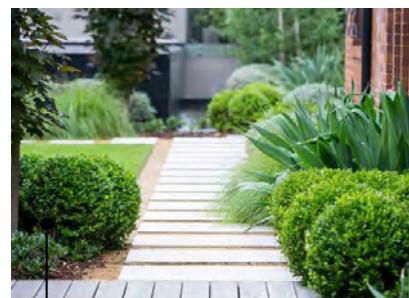
Low hedging of small shrubs to give structure to the garden



Linear planting lines through the garden adds movement



Choose plants with interesting texture and foliage colour to add interesting



Frame paths or driveway with small shrubs to add height and structure to the design

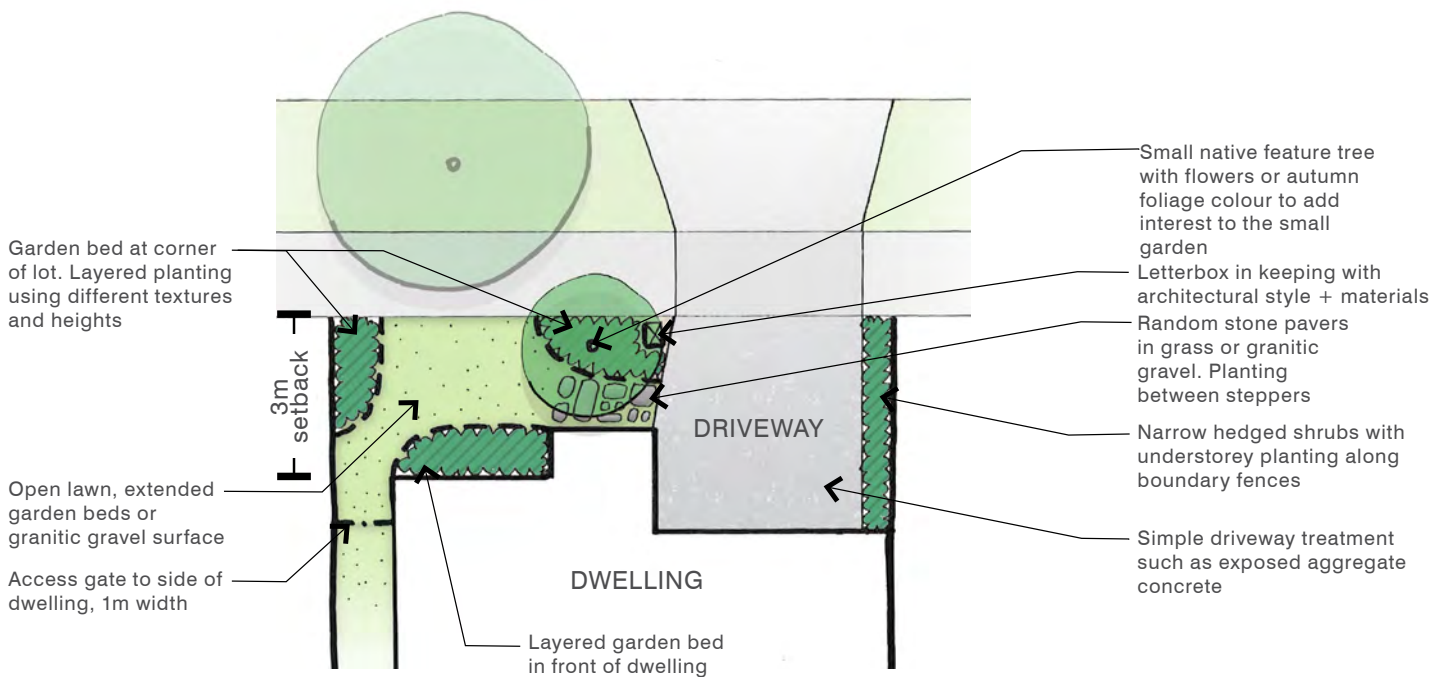
10.5m STANDARD LOT

LOT SIZE: 10.5m x 28m

FRONT SETBACK: 3m

All front lot garden designs must be prepared in accordance with the Octave at Junction Village Design Guidelines and are subject to approval by the Design Assessment Panel.

The following is an indicative garden design with some suggested potential options for paving, landscape features and planting design.



Maintenance Plan:

- Remove fallen leaves and other debris
- Maintain grass height <5cm in Summer (reduce surface fire horizontal separation)
- Remove lower branches from trees min. 2m from ground (reduce fuel ladders - vertical separation)

10.5M STANDARD LOT

PAVING & LANDSCAPE FEATURES/MATERIALS TO COMPLEMENT ARCHITECTURE



Random stone steppers in gravel or grass with groundcovers



Random stone steppers in gravel or grass with groundcovers



Stone paving provides texture to the garden



Potential to incorporate small sculptural elements to add detail within the garden (subject to approval)

PLANTING DESIGN

Plant species must be selected from the lists provided in the Design Guidelines.

Octave at Junction Village is located within a Bushfire Management Overlay. Accordingly, a minimum of 60% of plants for all lots are required to be native and indigenous species selected from Plant List 1.



Unstructured soft edges to garden beds by using flowering plants



Use fragrant and flowering groundcovers such as *Trachelospermum jasminoides* for interest



Feature small native flowering tree such as *Eucalyptus ficifolia* - Red Flowering Gum



Narrow hedged shrubs along driveway to soften boundary fence



Layer planting of different textures and heights to maximise the impact of the small garden



Colourful flowering plants such as *Chrysocephalum* or *Lavendula* add interest to the small garden size



Use climbers such as *Trachelospermum jasminoides* along boundary fences where space is restricted



Use succulent plants such as *Senecio serpens* for contrast

LAND SALES SUITE
1160 BALLARTO ROAD, JUNCTION VILLAGE, VIC 3977
OCTAVEJUNCTIONVILLAGE.COM.AU



While this brochure reflects the proposed development at the time this brochure was created, the information it contains should be used as a general guide only. The representations of the development are artistic impressions only. In particular, the designs, plans, images, view lines, dimensions, layout, sizes and areas, facilities, amenities, infrastructure, number of lots, the configuration of these and other information contained in this brochure, the marketing display suite, internet site, videos, computer applications and all plans and schedules. Octave at Junction Village may change depending on a range of variable factors including, but not limited to, council building approvals and planning consents, market conditions, finance and government and municipal requirements. As a result, the Property Information is preliminary only and subject to change without notice as the development progresses. This brochure does not constitute part of an offer or contract. We recommend that you undertake your own enquiries, obtain independent legal advice and confirm the current Property Information at the time you enter into any purchase contract. Developer JD JVC Development Pty Ltd (ATF Junction Village Unit Trust) ACN 626 008 026 and its associated entities do not make any representations or give any warranties that the information set out in this brochure is or will remain accurate or complete at all times and disclaim all liability for harm, loss, costs or damage which arises in connection with any use or reliance on the information.

Annexure E

Building Envelope Plan

SCHEDULE 1

OCTAVE AT JUNCTION VILLAGE STAGE 5 BUILDING ENVELOPES

M.G.A. 2020 |
ZONE 55 |



SEE SHEET 2

Garages are to be setback a minimum of 5.50m from the primary frontage of the allotment and at least 1m behind the front of the dwelling



- Building Envelope



- Neighbourhood Zone

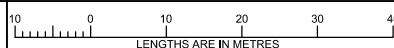


- Village Zone



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Fax: (03) 7002 2299
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SCALE
1:1000



VERSION 1

ORIGINAL SHEET
SIZE: A4

SHEET 1 OF 2

OCTAVE
AT JUNCTION VILLAGE

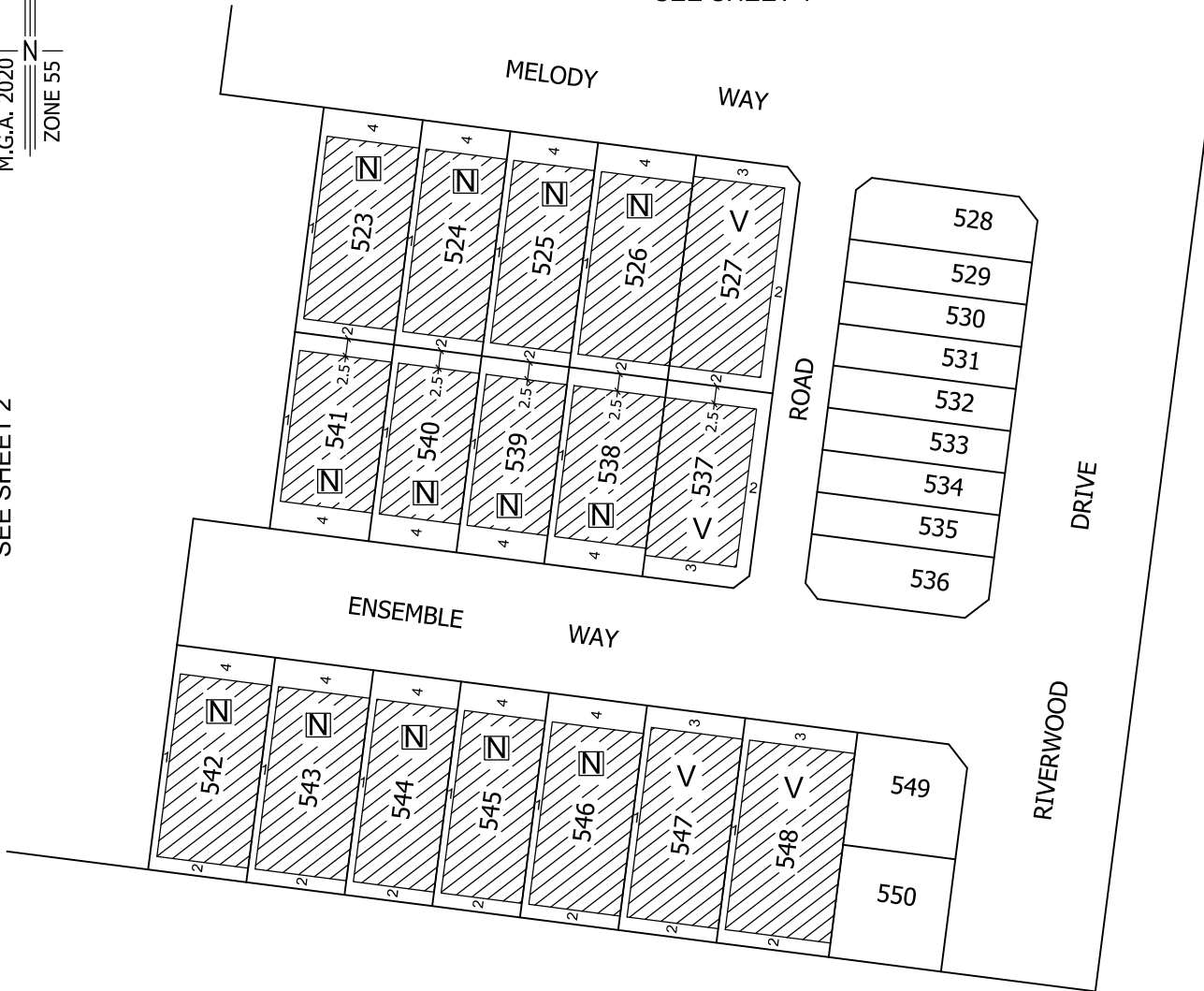
SCHEDULE 1

OCTAVE AT JUNCTION VILLAGE STAGE 5 BUILDING ENVELOPES

SEE SHEET 1

M.G.A. 2020 |
ZONE 55 |

SEE SHEET 2



Garages are to be setback a minimum of 5.50m from the primary frontage of the allotment and at least 1m behind the front of the dwelling



- Building Envelope



- Neighbourhood Zone



- Village Zone



MNG Ref : 80012BE-064a
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SCALE
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VERSION 1

ORIGINAL SHEET
SIZE: A4

SHEET 2 OF 2

OCTAVE

AT JUNCTION VILLAGE



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

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

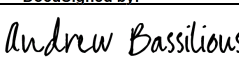
info@maddocks.com.au
www.maddocks.com.au

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
Lot , on proposed Plan of Subdivision PS845137J.
Stage 5, Octave at Junction Village

Vendor's name	JD JVC Development Pty Ltd (ACN 626 008 026) as trustee for the Junction Village Unit Trust.	Date 26/8/2021
Vendor's signature	DocuSigned by:  3DA3EAA1305640C... As attorney for JD JVC Development Pty Ltd under power of attorney dated 6 April 2021	

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



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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 as contained in the attached certificates.

1.1.1 The Property is not separately rated. The Purchaser's proportion of the outgoings at settlement and land tax shall be calculated in accordance with the proportion that the area of the Property bears to the area of the rated area as shown on the Plan.

1.1.2 The total amount of rates, taxes, charges or other similar outgoings are not expected to exceed between approximately \$2,000 to \$5,000 (plus GST) per annum depending on the area of the Lot.

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

None to the vendor's knowledge except for the usual adjustment of rates at settlement.

1.2 Charge

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

None to the Vendor's knowledge.

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 any restrictions created upon the registration of Plan of Subdivision PS845137J;

3.1.3 the requirements of any agreement registered on the title to the Property in accordance with section 173 of the *Planning and Environment Act 1987* (including agreements AU285738E, AU285750Q and AU544169C);

3.1.4 the sewer and any associated water infrastructure shown on the attached copy South East Water information statement; and

3.1.5 the Design Guidelines;

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- 3.1.6 the Building Envelope restrictions as set out in the Contract of Sale; and
- 3.1.7 the requirements of any planning permit affecting the Property, including Planning Permit PlnA01023/15A issued by the City of Casey and dated 15 June 2016.

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 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:

Notices are registered on the certificate of title of the land to be subdivided pursuant to Section 45 of the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 (MSA Act)*. This notice will be removed from the title prior to the subdivision of the land in accordance with the requirements of the MSA Act.

Other than as disclosed in the contract or this statement and attached certificates, none to the vendor's knowledge.

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.



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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):

Not applicable, but see attached certificates.

6. Growth Areas Infrastructure Contribution**6.1 GAIC recording**

Attached are the following in respect of which there is a GAIC recording (within the meaning of Part 9B of the *Planning & Environment Act 1987*):

- 6.1.1 any certificate of release from liability to pay a GAIC imposed in respect of the land issued under that Part;
- 6.1.2 any certificate of deferral of the liability to pay the whole or part of a GAIC imposed in respect of the land issued under that Part;
- 6.1.3 any certificate of exemption from liability to pay a GAIC imposed in respect of the land issued under that Part;
- 6.1.4 any certificate of staged payment approval;
- 6.1.5 any certificate of no GAIC liability relating to the land issued under that Part;
- 6.1.6 any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay a GAIC imposed in respect of the land or an exemption from that liability;
- 6.1.7 if no certificate or notice of a type specified in 6.1.1 to 6.1.6 is provided, a GAIC certificate relating to the land issued under that Part.

7. Non-connected services

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

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

8. Evidence of title

Attached are copies of the following:

- 8.1 the Register Search Statement that identifies the land being certificate of title volume 8322 folio 627; and



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8.2 registered plan of subdivision LP54277.

9. Subdivision

9.1 Unregistered subdivision

Attached are copies of the latest version of the plans of subdivision which has not yet been certified:

9.1.1 Proposed plan of subdivision PS828308E (Stage 3); and

9.1.2 Proposed plan of subdivision PS838330F (Stage 4).

9.2 Staged subdivision

Not applicable.

9.3 Further subdivision

Attached are copies of the latest version of the plans of subdivision which has not yet been certified:

9.3.1 Proposed plan of subdivision PS845138G (Stage 6).

**Maddocks****Attachments**

1. Proposed plan of subdivision PS845137J (Stage 5).
2. Register search statement of certificate of title volume 8322 folio 627.
3. Registered plan of subdivision LP54277.
4. GAIC Notice (AH336996N).
5. MSA Notice (AT390544Q).
6. Section 173 Agreement registered as instrument number AU285738E.
7. Section 173 Agreement registered as instrument number AU285750Q.
8. Section 173 Agreement registered as instrument number AU544169C.
9. Planning Certificate.
10. Bushfire Certificate.
11. City of Casey – Land Information Certificate.
12. South East Water – Land Information Statement.
13. State Revenue Office – Land Tax Certificate.
14. State Revenue Office – GAIC Certificate.
15. City of Casey – Building Approval 326(1) Certificate.
16. City of Casey – Building Approval 326(2) Certificate.
17. Heritage Certificate.
18. Aboriginal Heritage Certificate.
19. VicRoads Certificate.
20. EPA Certificate.
21. Planning Permit PlnA01023/15A issued by the City of Casey and dated 15 June 2016.
22. Bundle of proposed plans relating to the development of Octave at Junction Village.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services


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

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

Buyers' rights

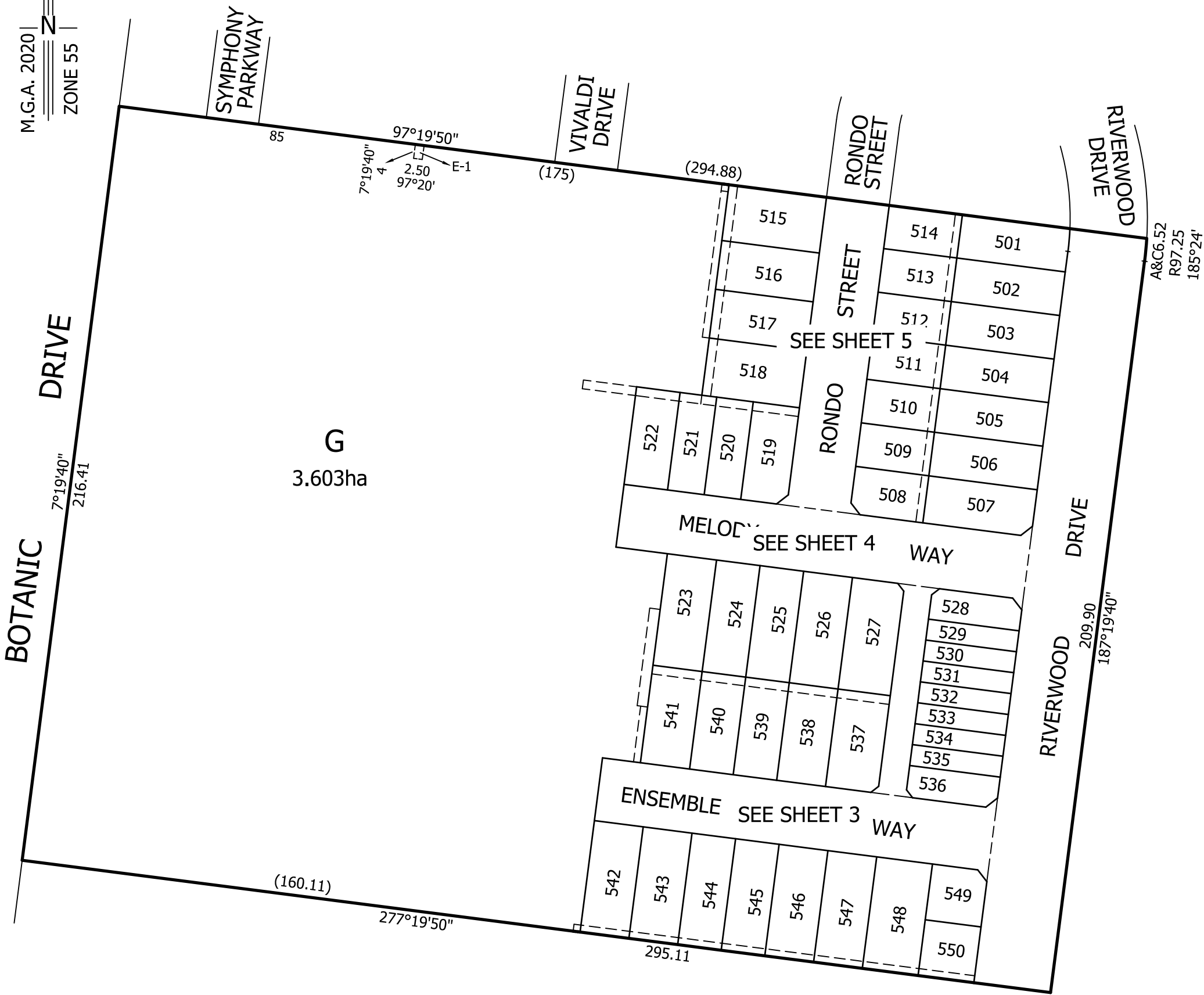
Do you know your rights when buying a property?

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

PLAN OF SUBDIVISION				LV USE ONLY EDITION		PLAN NUMBER PS 845137J	
LOCATION OF LAND				COUNCIL NAME: CITY OF CASEY			
PARISH: SHERWOOD							
TOWNSHIP: -							
SECTION: -							
CROWN ALLOTMENT: 21D, 21E & 21F (PARTS)							
CROWN PORTION: -							
TITLE REFERENCES: Vol. Fol.							
LAST PLAN REFERENCE/S: LOT E PS 838330F							
POSTAL ADDRESS: (At time of subdivision)				BOTANIC DRIVE JUNCTION VILLAGE, VIC. 3977			
MGA2020 Co-ordinates (of approx centre of land in plan)				E 349 930 N 5 777 780 ZONE 55			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOTS A TO F AND 1 TO 500 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION A AFFECTING LOTS 501 TO 550 (BOTH INCLUSIVE) SEE SHEET 6 FOR RESTRICTION B AFFECTING LOTS 508 TO 514, 520, 521, 528 TO 536, 549 AND 550 (ALL INCLUSIVE) SEE SHEET 6			
ROAD R1		CITY OF CASEY					
NOTATIONS				OTHER PURPOSE OF THIS PLAN: (i) REMOVAL OF PART OF SEWERAGE AND WATER PURPOSES EASEMENT SHOWN AS E-1 IN INST. _____ AS AFFECTS RIVERWOOD DRIVE ON THIS PLAN. (ii) REMOVAL OF DRAINAGE, SEWERAGE AND WATER PURPOSES EASEMENT SHOWN AS E-1 IN INST. _____ AS AFFECTS RIVERWOOD DRIVE ON THIS PLAN. (iii) REMOVAL OF PART OF SEWERAGE EASEMENT SHOWN AS E-9 IN PS 838330F AS AFFECTS RONDO STREET ON THIS PLAN. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES PURSUANT TO SECTION 6 (k) (iii) OF THE SUBDIVISION ACT 1988			
DEPTH LIMITATION: DOES NOT APPLY STAGING: THIS IS/IS NOT STAGED SUBDIVISION. PLANNING PERMIT No. PLN A01023/15 SURVEY: THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): CRANBOURNE PM168, SHERWOOD PM 102 In Proclaimed Survey Area No. PSA 52 <i>OCTAVE - 5</i> <i>2.784ha</i> <i>50 LOTS</i>							
EASEMENT INFORMATION							
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1	SEWERAGE	SEE PLAN	PS 838330F	SOUTH EAST WATER CORPORATION			
E-2	DRAINAGE	SEE PLAN	PS 838330F	CITY OF CASEY			
E-3	SEWERAGE	2.50	THIS PLAN	SOUTH EAST WATER CORPORATION			
E-4	DRAINAGE	2	THIS PLAN	CITY OF CASEY			
E-5	DRAINAGE	3	THIS PLAN	CITY OF CASEY			
E-5	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER CORPORATION			
80012PS-060A.DWG			SURVEYOR REF: 80012ps-060a		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 6
 <div>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au</div>			MATTHEW DUNN VERSION 1				

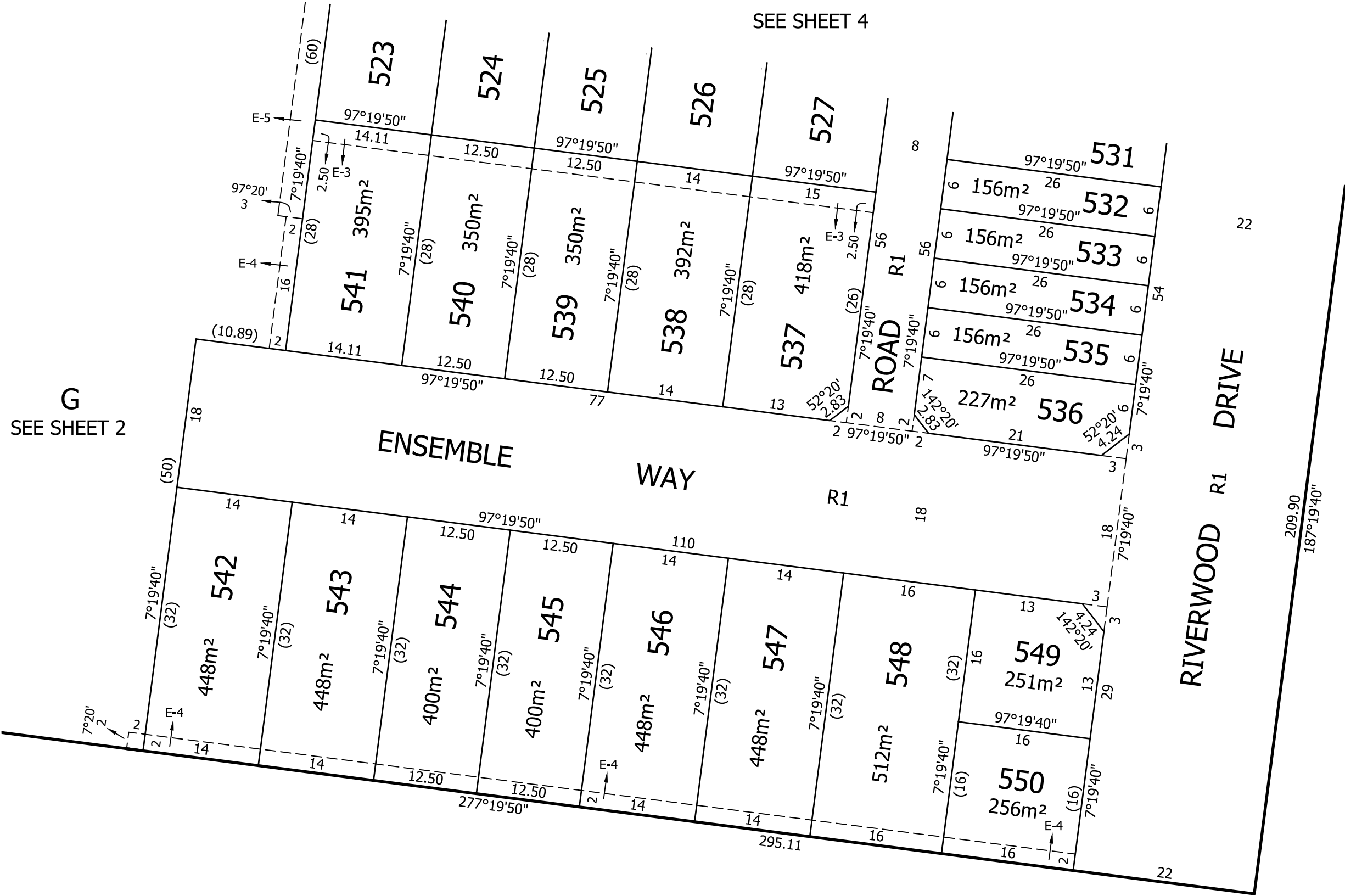
PLAN OF SUBDIVISION

PLAN NUMBER
PS 845137J



PLAN OF SUBDIVISION

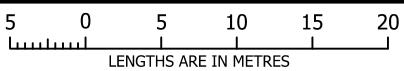
PLAN NUMBER
PS 845137J



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Tel: (03) 7002 2200
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Email: info@mngsurvey.com.au

80012PS-060A.DWG

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 3

MATTHEW DUNN

VERSION 1

PLAN OF SUBDIVISION

PLAN NUMBER
PS 845137J

SEE SHEET 5

RONDO R1 STREET

MELODY R1 WAY

RIVERWOOD R1 DRIVE

G
SEE SHEET 2

SEE SHEET 3

M.G.A. 2020

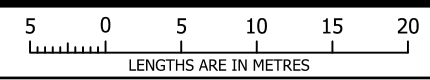
ZONE 55



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Port Melbourne VIC 3207
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Email: info@mngsurvey.com.au

80012PS-060A.DWG

SCALE
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ORIGINAL SHEET
SIZE A3

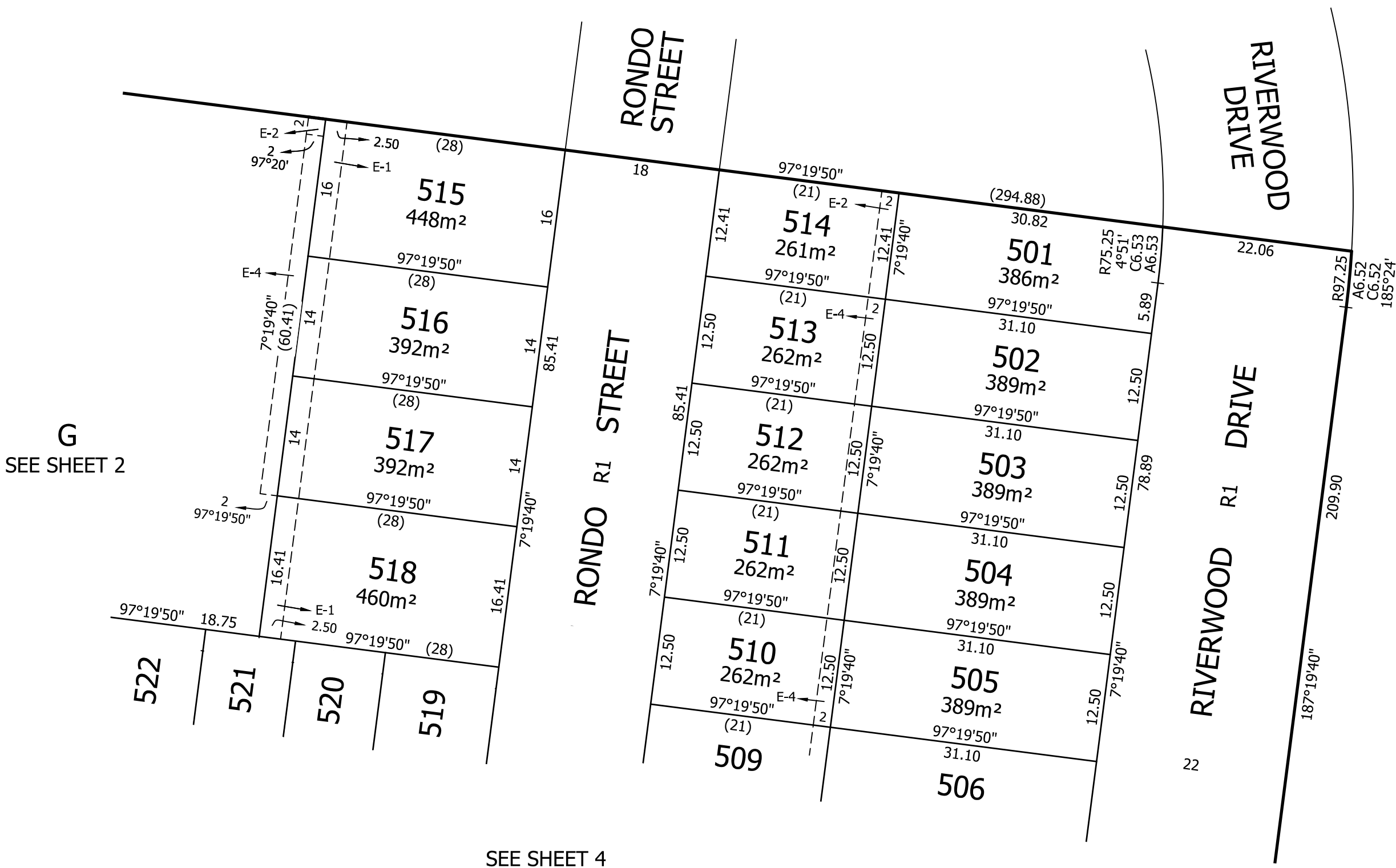
SHEET 4

MATTHEW DUNN

VERSION 1

PLAN OF SUBDIVISION

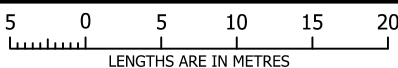
PLAN NUMBER
PS 845137J



MC MULLEN NOLAN GROUP
31/574 Plummer Street
Port Melbourne VIC 3207
Tel: (03) 7002 2200
Fax: (08) 7002 2299
Email: info@mngsurvey.com.au

80012PS-060A.DWG

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 5

MATTHEW DUNN

VERSION 1

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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 benefit & to be burdened
Lots 501 to 550 (both inclusive)

Description of Restriction

Except with the written consent of the 'Octave at the Junction Village' assessment panel, the burdened lot shall not:

- (1) Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the design guidelines endorsed by City of Casey under Town Planning Permit No. PlnA01023/15 as amended from time to time. A copy of the design guidelines is available on the *Project Website* and within the Contract of Sale.
- (2) Construct or allow to be constructed any building or structure on the lot prior to 'Octave at Junction Village' design assessment panel or such other entity as may be nominated by 'Octave at Village Junction' design assessment panel from time to time have given its written approval to the plans and documentation prior to the commencement of works.

Expiry
This restriction ceases to have effect following after either:
(i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
(ii) 30th June 2030.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

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.

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
508	507, 509
509	506, 508, 510
510	505, 509, 511
511	504, 510, 512
512	503, 511, 513
513	502, 512, 514
514	501, 513

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
520	518, 519, 521
521	518, 520, 522
528	529
529	528, 530
530	529, 531
531	530, 532
532	531, 533

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
533	532, 534
534	533, 535
535	534, 536
536	535
549	548, 550
550	548, 549

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table a lot subject to the "Small Lot Housing Code (Type A)" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type A)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

Expiry
This restriction ceases to have effect following after either:
(i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
(ii) 30th June 2030.

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

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

VOLUME 08322 FOLIO 627

Security no : 124092017898Y

Produced 24/08/2021 11:20 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 054277.
PARENT TITLE Volume 07338 Folio 527
Created by instrument B293392 15/11/1961

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JD JVC DEVELOPMENT PTY LTD of L53/525 COLLINS STREET MELBOURNE CITY CENTRE
VIC 3000
AS278052Y 21/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT787304A 19/11/2020

JINDING FINANCIAL 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 or imaged folio set out under DIAGRAM LOCATION below.

NOTICE Section 201UB Planning and Environment Act 1987

AH336996N 01/07/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation

Levy) 2020

AT390544Q 01/07/2020

AGREEMENT Section 173 Planning and Environment Act 1987

AU285738E 29/04/2021

AGREEMENT Section 173 Planning and Environment Act 1987

AU285750Q 29/04/2021

AGREEMENT Section 173 Planning and Environment Act 1987

AU544169C 06/07/2021

DIAGRAM LOCATION

SEE LP054277 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU285738E (E)	AGREEMENT	Registered	03/05/2021
AU285750Q (E)	AGREEMENT	Registered	03/05/2021
AU544169C (E)	AGREEMENT	Registered	09/07/2021

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

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

Street Address: 80 BOTANIC DRIVE JUNCTION VILLAGE VIC 3977

ADMINISTRATIVE NOTICES

NIL

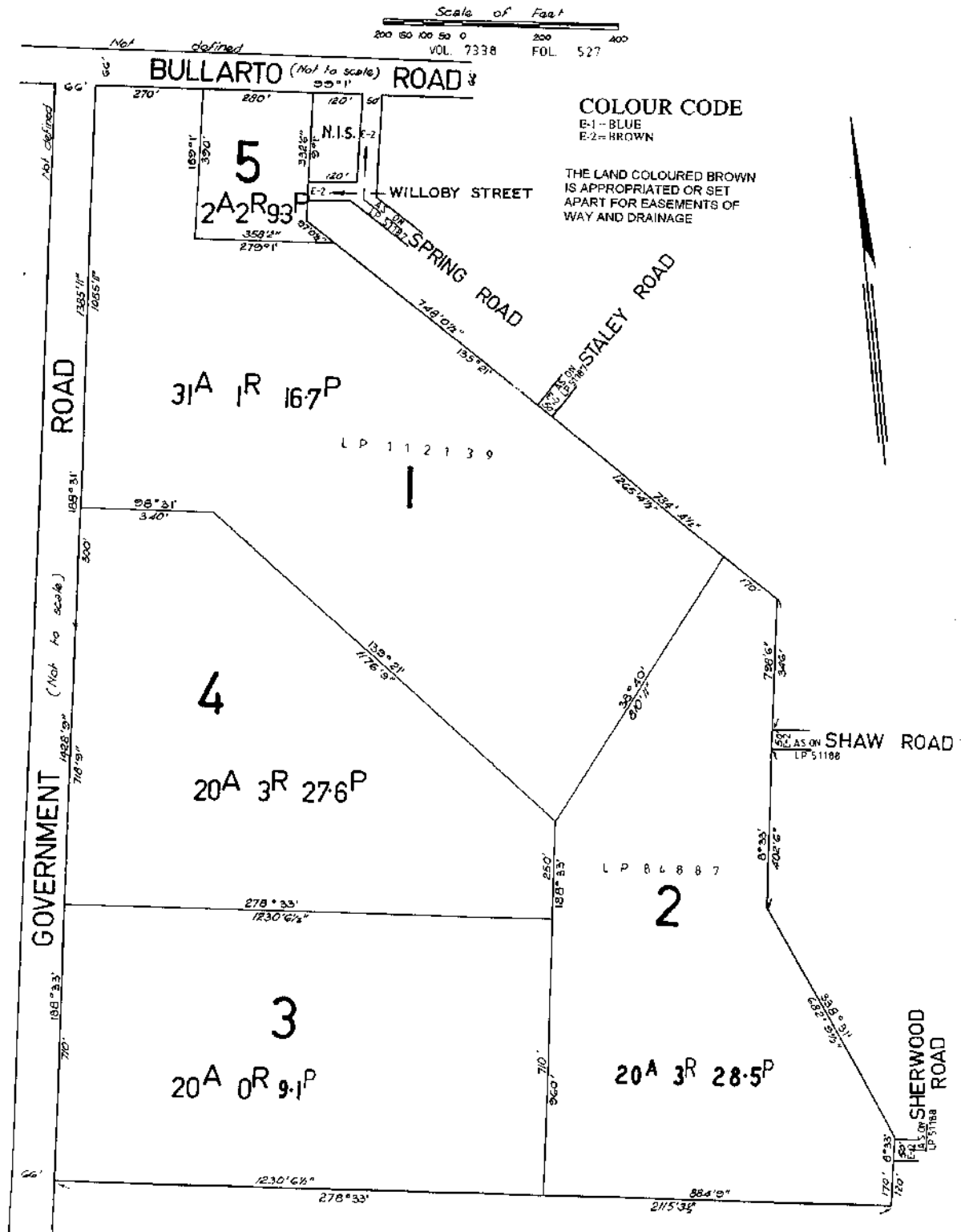
eCT Control 20620D HERBERT SMITH FREEHILLS
Effective from 20/11/2020

DOCUMENT END

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PLAN MAY BE LODGED 17 OCT 1961



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

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

Purpose

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

1. What land is subject to GAIC?

Land Title 1

Volume

Folio

Land Title 2

Volume

Folio

Other Land Titles

see attached listing

4. Does the lodging party have a customer code?

No Go to question 5

Yes What is the customer code?

Reference

14273H

01015935

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

2. Signature/s

Growth Areas Authority

Signature

PETER SEAMER

Name of Signatory

3. Date (dd/mm/yyyy)

28/06/2010

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 2010LB



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	

Application to record an instrument

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

Lodged by

Name: *WARRICK McGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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

Privacy Collection Statement

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

AT390544Q

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST, EAST MELBOURNE 3002*

Signing:

Executed on behalf of

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name

*WARRICK McGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Signature

Execution Date *11 JULY 2020*

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

AT390544Q

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
2770/963	12082/111	12090/726	12154/709	12172/383	12191/173	12206/093
8322/627	12082/114	12090/729	12154/770	12172/388	12191/189	12206/095
9271/448	12082/118	12090/730	12156/263	12172/389	12191/190	12206/096
10040/040	12082/149	12090/768	12156/272	12172/392	12192/090	12206/100
11172/664	12082/389	12090/769	12156/278	12172/395	12192/091	12206/105
11172/673	12082/505	12090/771	12156/281	12172/398	12192/092	12206/107
11172/689	12082/526	12090/773	12156/289	12172/400	12192/103	12206/115
11410/228	12082/774	12090/891	12160/860	12172/405	12192/115	12206/116
11857/932	12082/775	12092/101	12160/863	12172/417	12192/127	12206/119
11863/416	12082/785	12092/102	12161/614	12172/471	12192/472	12206/127
11906/918	12082/787	12092/105	12161/618	12172/500	12192/538	12206/131
11906/925	12082/793	12092/109	12161/619	12172/598	12192/563	12206/136
11906/929	12082/794	12092/128	12161/621	12172/614	12192/753	12206/139
11906/932	12082/800	12092/129	12161/623	12172/617	12192/755	12206/547
11906/951	12082/802	12092/132	12162/448	12172/623	12192/760	12206/555
11967/442	12082/804	12092/149	12162/474	12172/631	12192/778	12206/564
11967/444	12083/965	12092/150	12162/509	12172/648	12192/779	12206/576
11967/460	12083/974	12092/152	12162/513	12173/047	12193/296	12206/580
11967/597	12084/975	12092/156	12162/517	12174/442	12195/086	12206/635
11967/600	12085/010	12092/165	12162/523	12174/445	12195/089	12206/645
11967/603	12085/054	12092/169	12162/547	12174/453	12195/103	12206/901
11967/614	12085/059	12092/173	12162/552	12176/368	12195/104	12206/917
11970/513	12085/542	12092/178	12162/798	12176/369	12195/116	12206/923
11970/515	12085/557	12092/187	12162/808	12176/370	12195/120	12206/934
11977/304	12085/742	12092/191	12162/818	12176/373	12195/121	12206/936
11987/146	12085/748	12092/197	12162/819	12176/374	12195/124	12206/937
11987/149	12085/759	12092/198	12162/822	12176/379	12195/128	12206/945
11987/152	12085/761	12092/439	12162/827	12176/383	12195/134	12207/244
11987/161	12085/768	12092/442	12163/095	12176/391	12195/136	12207/247
11987/162	12085/789	12092/446	12163/102	12176/394	12195/143	12207/251
11987/167	12085/791	12092/473	12163/106	12176/592	12195/145	12207/259
11987/170	12085/853	12093/294	12163/114	12176/593	12195/149	12207/260
11987/180	12085/883	12093/300	12163/116	12176/607	12195/152	12207/266
11987/183	12085/894	12093/315	12163/121	12177/399	12195/156	12207/342
11987/203	12085/915	12093/367	12163/128	12177/422	12195/302	12207/347
11987/315	12085/920	12093/379	12163/263	12177/427	12195/306	12207/356
11988/915	12085/933	12093/540	12163/269	12177/431	12195/308	12207/358
11988/940	12085/965	12093/550	12163/281	12177/435	12195/315	12207/365
11988/944	12085/966	12093/565	12163/282	12177/461	12195/317	12207/370
11988/946	12085/973	12093/566	12163/283	12178/529	12195/327	12207/662
11988/950	12085/980	12093/577	12163/289	12178/531	12195/343	12208/325
11988/957	12085/995	12093/921	12163/294	12178/535	12195/352	12208/326
11996/020	12086/003	12093/924	12163/299	12178/539	12195/355	12208/342
12005/898	12086/007	12093/927	12163/320	12178/550	12195/360	12208/343
12016/261	12086/241	12093/936	12163/324	12178/554	12195/364	12208/352

AT390544Q

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
12016/268	12086/248	12094/018	12163/337	12178/562	12195/367	12208/361
12016/287	12086/256	12095/272	12163/343	12178/565	12195/798	12208/363
12029/608	12086/259	12095/293	12163/350	12178/576	12195/809	12208/381
12035/801	12086/266	12095/305	12163/354	12178/773	12195/815	12208/751
12035/813	12086/282	12095/308	12163/990	12178/831	12195/819	12208/761
12035/815	12086/329	12095/312	12164/064	12178/836	12195/820	12208/773
12035/816	12086/332	12095/316	12164/096	12178/842	12195/839	12208/778
12035/831	12086/346	12095/319	12164/490	12179/735	12196/151	12208/782
12035/832	12086/352	12095/323	12164/515	12179/736	12196/288	12208/785
12035/835	12086/359	12095/398	12164/517	12179/740	12196/289	12208/793
12035/840	12086/463	12095/404	12164/531	12179/753	12196/296	12208/797
12035/857	12086/703	12095/415	12164/541	12179/762	12196/307	12208/803
12035/858	12086/707	12096/308	12164/556	12179/763	12196/313	12208/805
12035/868	12086/715	12097/848	12164/559	12179/764	12196/319	12210/021
12048/351	12086/736	12097/875	12164/563	12179/770	12196/325	12211/080
12048/355	12086/738	12097/877	12165/805	12179/790	12196/334	12213/081
12048/356	12086/743	12097/879	12166/096	12179/881	12196/339	12213/091
12048/359	12086/746	12098/354	12166/098	12179/892	12196/732	12213/100
12048/472	12086/747	12098/359	12166/114	12180/233	12197/259	12213/102
12051/396	12086/759	12098/363	12166/120	12180/253	12197/261	12214/034
12051/415	12086/763	12098/365	12166/166	12180/466	12197/267	12214/071
12051/422	12086/764	12098/501	12166/170	12180/656	12197/272	12214/091
12051/983	12086/860	12099/038	12166/171	12180/657	12197/276	12214/094
12051/984	12086/882	12099/052	12166/175	12180/665	12197/279	12214/119
12052/003	12086/890	12099/057	12166/189	12180/683	12197/280	12214/126
12052/005	12086/896	12099/062	12166/193	12180/690	12197/302	12214/139
12052/013	12086/917	12099/063	12166/201	12180/701	12197/478	12214/721
12052/019	12086/927	12099/067	12166/207	12180/703	12197/479	12214/722
12052/397	12086/932	12099/072	12166/208	12180/706	12197/482	12216/402
12052/411	12086/951	12099/083	12166/213	12180/773	12197/488	12216/407
12052/415	12086/958	12099/088	12166/219	12180/777	12197/491	12216/410
12052/417	12086/960	12099/100	12166/221	12181/718	12197/496	12216/415
12052/418	12086/963	12099/268	12166/222	12181/722	12197/814	12216/426
12052/421	12087/856	12099/273	12166/225	12182/281	12197/817	12216/435
12052/423	12087/858	12099/275	12166/226	12182/291	12197/819	12216/443
12060/352	12087/859	12099/278	12167/197	12182/305	12197/828	12216/523
12067/282	12087/860	12099/283	12167/237	12183/030	12197/831	12216/524
12067/292	12087/883	12099/298	12167/239	12183/036	12197/846	12216/530
12067/297	12087/900	12099/300	12167/415	12183/039	12197/851	12216/538
12067/301	12087/903	12099/309	12167/438	12183/295	12197/854	12217/874
12067/304	12087/919	12099/314	12167/966	12183/697	12197/864	12217/898
12067/305	12087/921	12099/534	12167/979	12183/701	12197/875	12217/902
12067/306	12087/931	12102/356	12168/132	12183/705	12197/876	12217/917
12067/312	12087/932	12102/358	12168/140	12183/710	12197/878	12218/182
12067/332	12088/281	12102/374	12168/141	12183/712	12197/886	12218/192

AT390544Q

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
12067/334	12088/297	12102/384	12168/163	12183/718	12197/890	12218/197
12067/337	12088/302	12103/611	12168/165	12183/719	12198/598	12218/202
12067/339	12088/304	12103/614	12168/200	12183/741	12198/599	12218/204
12067/340	12088/307	12104/330	12168/207	12183/744	12200/683	12218/207
12067/356	12088/314	12104/341	12168/208	12183/745	12201/292	12218/217
12067/375	12088/653	12104/344	12168/209	12183/757	12201/294	12218/225
12067/734	12088/684	12104/346	12170/193	12183/764	12201/297	12218/234
12068/135	12088/781	12104/354	12170/195	12183/769	12201/299	12219/214
12068/923	12088/795	12104/364	12170/196	12183/772	12201/304	12219/218
12069/149	12088/800	12104/365	12170/206	12183/780	12201/306	12219/233
12070/761	12088/824	12104/368	12170/216	12184/875	12201/318	12219/240
12070/765	12088/828	12104/381	12170/223	12184/877	12201/319	12219/253
12070/776	12088/829	12104/391	12170/227	12184/880	12201/325	12219/579
12070/793	12088/840	12104/392	12170/236	12185/655	12201/327	12219/657
12070/794	12089/147	12104/393	12170/237	12185/657	12201/335	12219/666
12070/795	12089/158	12104/397	12170/242	12185/660	12202/332	12219/876
12070/805	12089/234	12104/399	12170/248	12185/670	12202/333	12219/879
12070/812	12089/243	12140/049	12170/249	12185/671	12202/342	12220/635
12071/788	12089/247	12140/071	12170/403	12185/673	12202/358	12220/649
12072/458	12089/359	12140/073	12170/404	12185/679	12202/367	12220/667
12072/466	12089/361	12141/600	12170/405	12186/121	12202/368	12220/961
12072/477	12089/364	12141/610	12170/411	12186/127	12202/370	12220/962
12072/528	12089/374	12142/964	12170/412	12186/135	12202/375	12221/391
12072/537	12089/379	12142/980	12170/748	12186/301	12203/307	12221/394
12072/548	12089/457	12142/982	12170/817	12186/308	12203/313	12221/400
12072/555	12089/459	12142/983	12170/819	12186/312	12203/318	12221/411
12072/574	12089/599	12146/748	12170/826	12186/317	12203/324	12221/419
12072/575	12089/616	12146/756	12170/833	12186/320	12203/336	12221/453
12072/579	12089/621	12146/757	12170/834	12186/325	12203/342	12221/454
12072/589	12089/624	12146/758	12170/836	12186/340	12203/367	12221/456
12072/593	12089/644	12146/768	12170/837	12186/342	12204/616	12221/458
12072/596	12089/648	12147/180	12170/843	12187/466	12204/623	12221/460
12072/599	12089/650	12147/185	12170/853	12188/013	12204/637	12221/463
12072/614	12089/652	12147/201	12170/854	12188/031	12204/638	12221/472
12072/637	12089/708	12147/209	12170/870	12188/035	12204/643	12221/493
12072/666	12089/712	12147/606	12170/881	12188/037	12204/645	12221/501
12072/674	12089/722	12147/612	12170/900	12188/041	12205/160	12221/504
12072/712	12089/725	12147/613	12170/980	12188/070	12205/162	12221/909
12073/027	12089/884	12147/619	12170/995	12188/075	12205/326	12221/918
12073/072	12089/898	12147/620	12171/001	12188/077	12205/334	12221/930
12073/073	12090/426	12147/622	12171/007	12188/087	12205/337	12221/940
12073/074	12090/449	12148/123	12171/008	12188/090	12205/339	12221/941
12075/670	12090/452	12148/142	12171/632	12188/544	12205/347	12221/951
12077/637	12090/453	12150/185	12171/633	12188/860	12205/358	12224/118
12080/767	12090/599	12150/192	12171/635	12188/862	12205/637	12224/120

AT390544Q

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
12080/774	12090/619	12150/195	12171/636	12188/865	12205/650	12224/371
12080/776	12090/622	12153/399	12171/640	12188/866	12205/721	12224/372
12080/786	12090/627	12153/403	12171/646	12188/882	12205/729	12224/385
12080/788	12090/635	12153/427	12171/656	12188/905	12205/740	12224/394
12080/793	12090/638	12153/428	12171/669	12188/909	12205/753	12224/397
12080/801	12090/640	12154/665	12171/674	12188/913	12205/765	12224/398
12080/809	12090/648	12154/703	12172/375	12190/514	12205/766	12224/402
12082/110	12090/718	12154/707	12172/379	12191/164	12206/092	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AU285738E
Date and Time Lodged	29/04/2021 11:37:36 AM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115905-01672

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

8322/627
8322/628
9041/695
9041/696

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Property Name	BUNJIL PLACE
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	IAN DAVID PRIDGEON
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 APRIL 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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CASEY CITY COUNCIL

and

JD JVC DEVELOPMENT PTY LTD

PUBLIC INFRASTRUCTURE PLAN (CONDITION 21)

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Land: Lots 1 & 2 PS112139 and Lots 3 & 4
PS54277

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

An international member of

AillyLaw

THIS AGREEMENT is made on

21st April 2021

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PARTIES

- 1 **CASEY CITY COUNCIL**
of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren Victoria 3805
(Council)
- 2 **JD JVC DEVELOPMENT PTY LTD**
ACN 626 008 026
of Rialto South Tower Level 53 525 Collins Street, Melbourne VIC 3000
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme and is also a Collecting Agency and a Development Agency under the Development Contributions Plan.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Development Contributions Plan applies to the Land. It outlines the contributions required from the Owner to fund infrastructure and services required as a result of the development of the Land.
- D Condition 21 of the Permit provides as follows:

"21. Prior to the issue of a Statement of Compliance for the first stage of subdivision or at such other time which is agreed between Council and the owner, if required by the Responsible Authority or the owner, the owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides for:

- (a) The implementation of the Public Infrastructure Plan approved under this permit.
- (b) The transfer of any land required for road widening or public open space.
- (c) The equalisation of open space having regard to the amount specified in the schedule to Clause 52.01 of the Casey Planning Scheme.
- (d) If applicable, the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the Responsible Authority.

Where such lots/reserve are created and if relevant, the production of a certificate issued by the State Revenue Office stating that there will be no Growth Areas Infrastructure Contribution liability in respect of any land to be vested in Council or alternatively evidence of payment of that Contribution to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.

- (e) The timing of any credit or payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Botanic Ridge Precinct Structure Plan Development Contributions Plan.

The owner must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement required by this condition within 30 days of registration of the agreement."

- E Lots 1 & 2 PS112139 are encumbered by mortgage number AT787306V in which Win Finance No. 393 Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F Lots 3 & 4 PS54277 are encumbered by mortgage number AT787304A in which Jinding Financial Services Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- G This Agreement has been entered into in order to:
- (i) transfer or vest in Council the Public Open Space Land;
 - (ii) manage Public Open Space contributions and development contributions; and
 - (iii) fulfil the requirements of the Permit.
- H This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (d) **Collecting Agency** has the meaning set out in the Act.
- (e) **Development Agency** has the meaning set out in the Act.
- (f) **Development Contributions Plan** means the Botanic Ridge Development Contributions Plan dated December 2012 and Amended September 2017, as amended from time to time.
- (g) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (h) **Equalisation Payment** means the amount calculated in accordance with Annexure 1 described as the equalisation payment required to be paid by the Owner or the Council as may be. The amount is calculated by reference to the percentage difference between:
 - (i) the area of Public Open Space Land that the Owner is required to transfer to or vest in Council under this Agreement; and
 - (ii) the Public Open Space contribution that the Owner is required to make under clause 53.01 of the Scheme.

- (i) **GAIC** means the Growth Areas Infrastructure Contribution as defined in the Act.
- (j) **Land** means the land described as:
 - (i) lot 1 and lot 2 on plan of subdivision PS112139 being the whole of the land contained in certificates of title volume 9041 folios 695 and 696, and
 - (ii) lot 3 and lot 4 on plan of subdivision PS54277 being the whole of the land in certificates of title volume 8322 folios 627 and 628.
- (k) **Milestone** means the timing for the vesting of the Public Open Space Land and the liability for the Equalisation Payment as set out in Annexure 1.
- (l) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (m) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (n) **Permit** means planning permit PlnA01023/15.A issued in respect of the Land by Council on 15 June 2016 as amended authorising the use and development of the Land for staged subdivision, creation of restrictions and variation to residential design controls and native vegetation removal in accordance with the Endorsed Plans.
- (o) **Public Infrastructure Plan** means the plan approved by Council under the Permit and forming part of the Endorsed Plans.
- (p) **Public Open Space** has the meaning set out in the Scheme.
- (q) **Public Open Space Land** means the part of the Land as referred to in Annexure 1.
- (r) **Reserve** means a reserve created as a result of the subdivision of the Land or part of it, which in the sole opinion of the Council is for the sole use of a utility authority or the Council.
- (s) **Residential Lot** means a lot created as a result of the subdivision of the Land or part of it which in the sole opinion of the Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.
- (t) **Scheme** means the Casey Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (u) **Stage** means a specified stage of the development of the Land as identified in any staging plan forming part of the plan or plans endorsed under the Permit or any subsequent permit for the development of the Land.
- (v) **Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988*.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

3.1.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement to the satisfaction of the Council.

3.1.2 The Parties agree that this Agreement is not intended to bind Residential Lots or Reserves and will come to an end on a Residential Lot and a Reserve upon the creation of a Residential Lot and a Reserve resulting from the subdivision of the Land in any Stage provided that Council is satisfied that the obligations in this Agreement are secured to its satisfaction and the Agreement will at all times remain registered on the balance of the Land and any part of it.

3.1.3 The Owner of a Residential Lot or Reserve may request in writing Council's consent to end this Agreement in respect of a Residential Lot or Reserve in any Stage following the issue of a Statement of Compliance in respect of that Stage.

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

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land or any part of it, as applicable.

4 OWNER'S COVENANTS

4.1 Public Infrastructure Plan

The Owner covenants and agrees to implement and comply with the Public Infrastructure Plan to the satisfaction of the Council.

4.2 Transfer or vesting of land

The Owner covenants and agrees to transfer to or vest in Council:

4.2.1 the Public Open Space Land; and

4.2.2 any other part of the Land required for the purpose of road widening as determined by the Council;

pursuant to the Development Contributions Plan or the Public Infrastructure Plan (as applicable) at a time which is agreed between the parties and the relevant Development Agency under the Development Contributions Plan or the Public Infrastructure Plan.

4.3 Public Open Space contribution

The Owner covenants and agrees that where a payment in respect of Public Open Space is due to the Council, the Owner will pay to the Council the Equalisation Payment specified for the Public Open Space Land at the Milestone.

4.4 Embellishment

4.4.1 The Owner covenants and agrees that unless with the prior written consent of the Council, it will not sell any lots to the Council or vest any Reserves until:

(a) Council is satisfied that the lots to be transferred to the Council or the vesting of the Reserves have been embellished and serviced in accordance with the Permit or any relevant planning permit; and

(b) a Statement of Compliance has been issued for the applicable Stage of the subdivision,

having regard to the Public Infrastructure Plan.

4.4.2 The Owner covenants and agrees that prior to transferring a lot to Council or vesting any Reserve the Owner will prove to the satisfaction of the Council that:

(a) there will be no GAIC liability in respect of any such lot or Reserve; or

(b) there is evidence that the Owner has paid the GAIC prior to the issue of a Statement of Compliance for the relevant Stage in which the relevant lot or Reserve will be embellished or serviced in accordance with the Endorsed Plans.

4.5 Timing of payment

The Owner covenants and agrees that payment of any Equalisation Payment due to the Owner will be subject to any funds available to Council in the Council's Public Open Space reserve fund and any applicable laws.

4.6 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.7 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.8 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.9 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.10 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect

of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance by the Owner with this Agreement.

4.11 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.11.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.11.2 to pay to the Council on demand, the Council's reasonable costs and expenses (~~Costs~~) incurred as a result of the Owner's non-compliance;
- 4.11.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.11.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.11.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and
- 4.11.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full.

4.12 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.13 Council access

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time and with reasonable prior notice) to assess compliance with this Agreement.

4.14 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.15 Owner's warranty

The Owner warrants and covenants that:

- 4.15.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

- 4.15.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.15.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.15.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Counterparts

- 5.3.1 This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument; and
- 5.3.2 A copy of an executed counterpart received by email:
 - (a) must be treated as an original counterpart;
 - (b) is sufficient evidence of the execution of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.
- 5.3.3 If the signatures on behalf of one party are on different counterparts, this will be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

5.4 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.5 Enforcement and severability

- 5.5.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.
- 5.5.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by email to the person's current email address notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.4, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

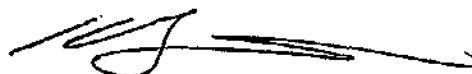
In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 7.7.1 two or more parties; or
- 7.7.2 a party comprised of two or more persons, is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the
Manager Growth and Investment on behalf of
CASEY CITY COUNCIL pursuant to the power
delegated to that person by an Instrument of
Delegation in the presence of:



Witness

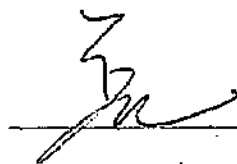
Print Name

SIGNED SEALED AND DELIVERED by JD)
JVC DEVELOPMENT PTY LTD ACN 626)
008 026 in accordance with section 127(1) of)
the Corporations Act 2001 (Cth) by being)
signed by the authorised person:

Sole director and sole company secretary

Full name

Usual Address




JIE SONG

13 Whiten Green Point Cook 3020 VIC.

SCHEDULE 1


MORTGAGEE'S CONSENT

 *SENIOR*
WIN ~~FINANCE~~ NO. 393 PTY LTD as Mortgagee under Mortgage No. AT787306V which encumbers lot 1 and lot 2 on PS112139 consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED:


Leon Gryfenberg

Director

 Executed for and on behalf of
WIN ~~FINANCE~~ NO. 393 PTY LTD

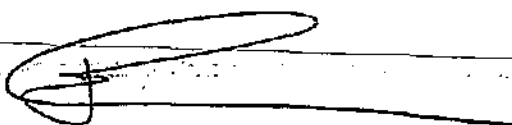
SENIOR

SCHEDULE 2

MORTGAGEE'S CONSENT

JINDING FINANCIAL SERVICES PTY LTD as Mortgagee under Mortgage No. AT787304A which encumbers lot 3 and lot 4 on PS054277 consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: _____

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line.

Executed for and on behalf of
JINDING FINANCIAL SERVICES PTY LTD

**ANNEXURE 1
(Public Open Space)**

Open Space Land No.	Open Space Land Description	Proposed Plan Reference	Area of Open Space Land	Milestone for transfer of ownership of the Open Space Land	Equalisation Payment for Open Space Land	Funding Source	Timing for Payment/Grant Milestone Date
1	Public Open Space Area 1	P9 as depicted in the Open Space and Natural systems Plan in the Botanic Ridge Precinct Structure Plan and shown on the Endorsed Plans.	0.93ha	Prior to or concurrent with the relevant Stage as described in the Endorsed Plans.			
Eqn	Public Open Space Equalisation Payment for provision under the 4.21% requirement under the Casey Planning Scheme				The equivalent of the value of 0.051 hectares of the Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobed value of the parent land parcels, being 20-80 Botanic Drive and 1180 Ballarto Road, Botanic Ridge and being a total of 23.31 hectares in area and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Developer	Concurrent with the issue of statement of compliance for the final stage of development.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 04/05/2021 03:12:34 PM

Status	Registered	Dealing Number	AU285750Q
Date and Time Lodged	29/04/2021 11:39:46 AM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115905-01672

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8322/627
8322/628
9041/695
9041/696

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Property Name	BUNJIL PLACE
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	IAN DAVID PRIDGEON
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 APRIL 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AU285750Q
Number of Pages (excluding this cover sheet)	14
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The document is invalid if this cover sheet is removed or altered.



CASEY CITY COUNCIL

and

JD JVC DEVELOPMENT PTY LTD

BUSHFIRE AND PESTS – CONDITIONS 22 & 23

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Land: Lots 1 & 2 PS112139 and Lots 3 & 4
PS54277

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

An international member of

Ailly Law

THIS AGREEMENT IS DATED

21st April, 2021

2021

PARTIES

- 1 **CASEY CITY COUNCIL**
of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren VIC 3805
(Council)
- 2 **JD JVC DEVELOPMENT PTY LTD**
ACN 626 008 026
of Rialto South Tower Level 53 525 Collins Street, Melbourne VIC 3000
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Conditions 22 and 23 of the Permit provides as follows:

"22. Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987 and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- (a) The owner to covenant that they will not do the following on the lot:
 - (i) Keep cats or exotic bees.
 - (ii) Plant or raise listed environmental weeds.
- (b) Notification that Casey City Council publishes a list of native plant species suitable to the local environment at Botanic Ridge and a statement the Casey City Council encourage the use of these native plants in private gardens to compliment the adjacent Royal Botanic Gardens Cranbourne environment.
- (c) Notification that intermittent environmental burn regimes within the Royal Botanic Gardens Cranbourne may affect the amenity of the lot.

The agreement must be registered on the title to every lot created by the subdivision. The preparation and execution of an agreement must be at no cost to the Responsible Authority."

"23. Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987 and make application to the Registrar of Titles to have the agreement registered on

the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- (a) *The Royal Botanic Gardens Cranbourne (RBGC) is a potential bushfire hazard; and*
- (b) *Any vegetation on the lot should be managed for the purpose of providing defendable space; and*
- (c) *Guidance on defendable space can be obtained from the relevant fire authority.*

The agreement must be registered on the title to every lot created by the subdivision that is within, or partly within 150 metres of the relevant bushfire hazard.

The preparation and execution of the agreement must be at no cost to the Responsible Authority."

- D Lots 1 & 2 PS112139 are encumbered by mortgage number AT787306V in which Win Finance No. 393 Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E Lots 3 & 4 PS54277 are encumbered by mortgage number AT787304A in which Jinding Financial Services Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F This Agreement has been entered into in order to:
 - (i) comply with conditions 22 and 23 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land;
 - (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **BMO Plan** means the plan attached as Annexure A to this Agreement detailing the Bushfire Lots.
- (d) **Botanic Ridge** refers to the suburb located in Melbourne's south-east.
- (e) **Bushfire Lot Owner** means the Owner of a Bushfire Lot.
- (f) **Bushfire Lot** means any Lot or part of a Lot on the Land that is located between:

- (i) the eastern boundary of Crown Allotment 22D Parish of Sherwood in certificate of title volume 11770 folio 863 being Crown land administered at the time of this Agreement by the Royal Botanic Gardens Board and being land making up part of the Royal Botanic Gardens Cranbourne (**abutting land**); and
 - (ii) the 150m mark to the east of the abutting land;

as shown hatched on the BMO Plan.
- (g) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (h) **Defendable Space** means an area of land around any building where vegetation is modified and managed to reduce the effects of flame contact and radiant heat associated with a bushfire.
- (i) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (j) **Exotic Bees** means those bee species specified as exotic bees by the Australian Government Department of Agriculture, Water and the Environment, as amended from time to time.
- (k) **Environmental Weeds** includes any weeds listed on any database or as part of any legislation such as the *Flora and Flora Guarantee Act 1988* (Vic) or the Scheme as being an environmental weed for Botanic Ridge.
- (l) **Land** means the land described as:
 - (i) lot 1 and lot 2 on plan of subdivision PS112139 being the whole of the land contained in certificates of title volume 9041 folios 695 and 696, and
 - (ii) lot 3 and lot 4 on plan of subdivision PS54277 being the whole of the land in certificates of title volume 8322 folios 627 and 628.
- (m) **Lot or lot** has the meaning set out in the *Subdivision Act 1988* and **Lot** more specifically means a lot created as a result of the subdivision of the Land in accordance with the Permit.
- (n) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (o) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (p) **Permit** means planning permit PInA01023/15.A issued in respect of the Land by Council on 15 June 2016 as amended authorising development of the Land for staged subdivision, creation of restrictions, and variation to residential design controls and native vegetation removal in accordance with the Endorsed Plans.
- (q) **Royal Botanic Gardens Cranbourne** means the Royal Botanic Gardens Victoria at Cranbourne located at Ballarto Road and Botanic Drive Cranbourne.
- (r) **Scheme** means the Casey Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement may be ended or amended in accordance with the Act in respect of any Lot to which it applies.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Bushfire risk

4.1.1 The Owner of any Lot acknowledges that the Royal Botanic Gardens Cranbourne is a potential bushfire hazard.

4.1.2 Each Bushfire Lot Owner covenants and agrees that any vegetation on their Bushfire Lot must be managed in a way that will provide Defendable Space.

4.1.3 Each Bushfire Lot Owner acknowledges that guidance on what is and how to achieve Defendable Space can be obtained from the relevant fire authority.

4.2 Environmental notifications

The Owner of any Lot acknowledges and agrees that:

4.2.1 the Council publishes a list of native plant species suitable to the local environment at Botanic Ridge (**Publication**); and

4.2.2 the Council encourages the Owners to use the native plants listed in the Publication in the Owner's private garden in order to compliment the Royal Botanic Gardens Cranbourne.

4.3 Amenity

The Owner of any Lot acknowledges and agrees that intermittent burn regimes occur within the Royal Botanic Gardens Cranbourne and that these burns may affect the amenity of the Owner's Lot.

4.4 Prohibition pest species

The Owner of any Lot covenants and agrees that the Owner:

4.4.1 will not keep cats or exotic bees on the Owner's Lot; and

4.4.2 will not plant or raise any Environmental Weeds on the Owner's Lot.

4.5 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.6 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.7 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any reasonable legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.8 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.9 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.10 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.10.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.10.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;
- 4.10.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.10.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

4.10.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

4.10.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full.

4.11 Council access

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time and with reasonable prior notice) to assess compliance with this Agreement.

4.12 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.13 Owner's warranty

The Owner warrants and covenants that:

4.13.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.13.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under s 106A of the *Transfer of Land Act 1958*;

4.13.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.13.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

4.13.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Counterparts

5.3.1 This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument; and

5.3.2 A copy of an original executed counterpart received by email:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

5.3.3 If the signatures on behalf of one party are on different counterparts, this will be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

5.4 Execution and witnessing

This Agreement may be signed by the Owner electronically in accordance with the Corporations (Coronavirus Economic Response) Determination (No. 1) 2020 if executed during the period of operation of this determination.

Note: as at 11 September 2020, the determination is expected to remain in effect until 22 March 2021.

5.5 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.6 Enforcement and severability

5.6.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

- 6.1.2 by leaving it at the person's address set out in this Agreement; or
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 6.1.4 by email to the person's current email address notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.4, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 Proof of receipt by notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.


SIGNED SEALED AND DELIVERED by the)
Manager Growth and Investment on behalf of)
CASEY CITY COUNCIL pursuant to the)
power delegated to that person by an)
Instrument of Delegation in the presence of:)



Witness

Print Name

SIGNED SEALED AND DELIVERED by JD)
JVC DEVELOPMENT PTY LTD ACN 626)
008 026 in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) in the)
presence of the authorised person:)



Sole director and sole company secretary

312 Song
Full name

13 Waikana Cres Point Cook 3030 VIC
Usual address

SCHEDULE 1

MORTGAGEE'S CONSENT


 **SENIOR**
WIN ~~FINANCE~~ NO. 393 PTY LTD as Mortgagee under Mortgage No. AT787306V which encumbers lot 1 and lot 2 on PS112139 consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED:



Leon Gryfenberg

DIRECTOR

 Executed for and on behalf of
WIN ~~FINANCE~~ NO. 393 PTY LTD
SENIOR

AU285750Q

SCHEDULE 2

MORTGAGEE'S CONSENT

JINDING FINANCIAL SERVICES PTY LTD as Mortgagee under Mortgage No. AT787304A which encumbers lot 3 and lot 4 on PS054277 consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED:

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, is written over a horizontal line.

Executed for and on behalf of
JINDING FINANCIAL SERVICES PTY LTD

13

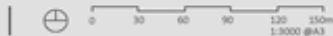
ANNEXURE A (Bushfire Lots)



Bushfire Management Overlay

Octave, Junction Village

Date issued: 18/08/2020 | Revision: 6
SMC Project Reference: 300425700.00
Drawn by: G. Shah | Checked by: H. Norman-Holmes



Urban Design
Landscape Architecture
Town Planning



Copyright SMEC© 2020. This plan is based on preliminary information only and may be subject to change as a result of detailed site investigations, confirmation by survey and formal Council/Authority.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 19/07/2021 10:18:21 AM

Status	Registered	Dealing Number	AU544169C
Date and Time Lodged	06/07/2021 01:52:09 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115905-01732

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8322/627
8322/628
9041/695
9041/696

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Property Name	BUNJIL PLACE
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

State	VIC
Postcode	3805

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	IAN DAVID PRIDGEON
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 JUNE 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AU544169C
Number of Pages (excluding this cover sheet)	11
Document Assembled	

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The document is invalid if this cover sheet is removed or altered.



CASEY CITY COUNCIL

and

JD JVC DEVELOPMENT PTY LTD

25/06/2021

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Land: 1160 Ballarto Road, 20 Botanic Drive, 60
Botanic Drive and 80 Botanic Drive Junction
Village Victoria 3977

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

An international member of

AillyLaw

THIS AGREEMENT IS DATED

25 June 2021

PARTIES

- 1 **CASEY CITY COUNCIL**
of Bunjil Place, 2 Patrick Northeast Drive, Narre Warren Victoria 3805
(Council)
- 2 **JD JVC DEVELOPMENT PTY LTD**
ACN 626 008 026
of L53/525 Collins Street, Melbourne Victoria 3000
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 65 of the Permit provides as follows:

"Community Infrastructure Levy

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

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

- D Lot 1 and Lot 2 on PS112139 are encumbered by mortgage number AT787306V in which WIN FINANCE NO. 393 PTY LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E Lot 3 and Lot 4 on PS054277 are encumbered by mortgage number AT787304A in which JINDING FINANCIAL SERVICES PTY LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F This Agreement has been entered into in order to:
 - (i) comply with condition 65 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land; and
 - (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Building Permit** means a permit issued under the *Building Act 1993* (Vic).
- (d) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (e) **Community Infrastructure Levy** means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan.
- (f) **Development Contributions Plan** means the Botanic Ridge Development Contributions Plan dated December 2012 and amended September 2017, being an incorporated document in the Scheme.
- (g) **Land** means the land known as 1160 Ballarto Road, 20 Botanic Drive, 60 Botanic Drive and 80 Botanic Drive Junction Village Victoria 3977 being the whole of the land more particularly described in certificates of title volume 09041 folios 695 and 696 and volume 08322 folios 627 and 628.
- (h) **Lot** has the same meaning as in the *Subdivision Act 1988* and includes a lot created as a result of the subdivision of the Land or any part of it.
- (i) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (j) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (k) **Permit** means planning permit PlnA01023/15.A issued in respect of the Land by Council on 15 June 2016 and amended on 8 July 2019 allowing for staged subdivision, creation of restrictions and variation of residential design controls and native vegetation removal.
- (l) **Scheme** means the Casey Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

3.2 This Agreement:

3.2.1 ends in respect of a Lot, upon payment of the Community Infrastructure Levy plus any interest, costs or expenses required to be paid to Council under this Agreement in respect of that Lot, to the satisfaction of the Council; and

3.2.2 otherwise amended or ended in accordance with the Act.

3.3 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that

4.1.1 the Community Infrastructure Levy in respect of the development of a Lot must be paid to the Council in accordance with the Development Contributions Plan that applies to that Lot prior to the issue of any Building Permit in connection with that Lot; and

4.1.2 if for any reason a Building Permit is not required for the development of a Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan that applies to that Lot before the commencement of that development.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land or any part of the Land.

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.7 Non-compliance

The Owner covenants and agrees that:

- 4.7.1 if the Owner has not complied with this Agreement (in particular with clause 4.1) the Council as the responsible authority for the administration and enforcement of the Act, may commence an enforcement process to bring the Land and or the Owner into Compliance with the requirements of this Agreement; and
- 4.7.2 the Owner will pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance.

4.8 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.9 Owner's warranty

The Owner warrants and covenants that:

- 4.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.9.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.9.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.9.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.9.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Counterparts

5.3.1 This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument; and

5.3.2 A copy of an original executed counterpart received by email:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

5.4 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.5 Enforcement and severability

5.5.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;

- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 6.1.4 by email to the person's current email address notified to the other party; or

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.4, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the Manager
Growth and Investment on behalf of CASEY CITY
COUNCIL pursuant to the power delegated to that
person by an Instrument of Delegation in the
presence of:



Kathryn Seirlis

*[If witnessing in person and not by audio visual link,
cross out the following paragraphs]*

I confirm that:

- I witnessed KATHRYN SEIRLIS sign this document over audio visual link;
- I am reasonably satisfied that the document I am signing as witness is the same document or a copy of the document signed by KATHRYN SEIRLIS; and
- all requirements for witnessing the signing of this document by KATHRYN SEIRLIS by audio visual link have occurred on the same day,

in accordance with section 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic) and any other prescribed requirements.



Signature of witness

RICHARD OVERALL

Name of witness (print)

RUSSEL PLACE & PATRICK NORTHEAST

Usual address

DRIVE, NARRIE WARREN VIC Date: 25/06/2021
3845

8

SIGNED SEALED AND DELIVERED by JD
JVC DEVELOPMENT PTY LTD in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by being signed
by the authorised person:


Sole director and sole company secretary

JIE SONG
Full name

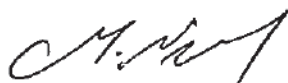
Unit 3705, 464 Collins Street, Melbourne 3000 VIC
Usual Address

Date: 11/06/2021

MORTGAGEE'S CONSENT

WIN FINANCE NO. 393 PTY LTD as Mortgagee under Mortgage No. AT787306V which encumbers part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 21/5/2021

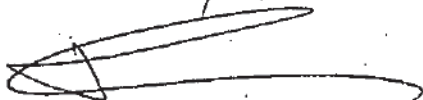


Executed for and on behalf of
WINFINANCE NO. 393 PTY LTD

MORTGAGEE'S CONSENT

JINDING FINANCIAL SERVICES PTY LTD as Mortgagee under Mortgage No. AT787304A which encumbers part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 25/5/2021.

A handwritten signature in black ink, consisting of a stylized, elongated loop followed by a horizontal stroke.

Executed for and on behalf of
JINDING FINANCIAL SERVICES PTY LTD

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

742465

APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

JD JVC DEVELOPMENT PTY LTD

PURCHASER

N/A, N/A

REFERENCE

356744

This certificate is issued for:

LOT 3 PLAN LP54277 ALSO KNOWN AS 80 BOTANIC DRIVE JUNCTION VILLAGE
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 4
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14
- 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/casey>

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

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

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

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

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

04 May 2021

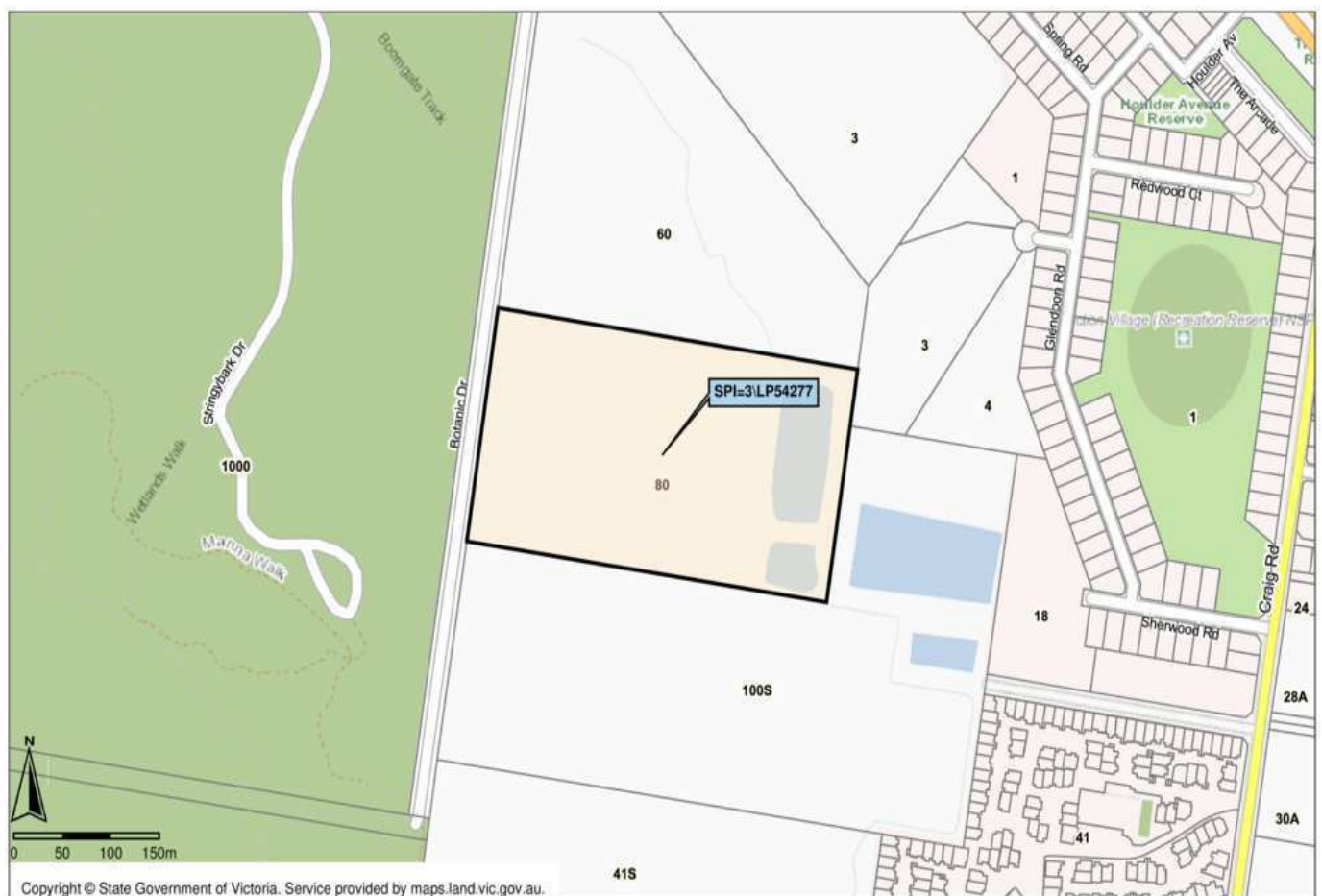
Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 17 May 2021 05:54 PM

PROPERTY DETAILS

Address: **80 BOTANIC DRIVE JUNCTION VILLAGE 3977**
Lot and Plan Number: **Lot 3 LP54277**
Standard Parcel Identifier (SPI): **3\LP54277**
Local Government Area (Council): **CASEY**
Council Property Number: **46209**
Planning Scheme: **Casey**
Directory Reference: **Melway 133 K12**

www.casey.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/casey

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CRANBOURNE**

Note

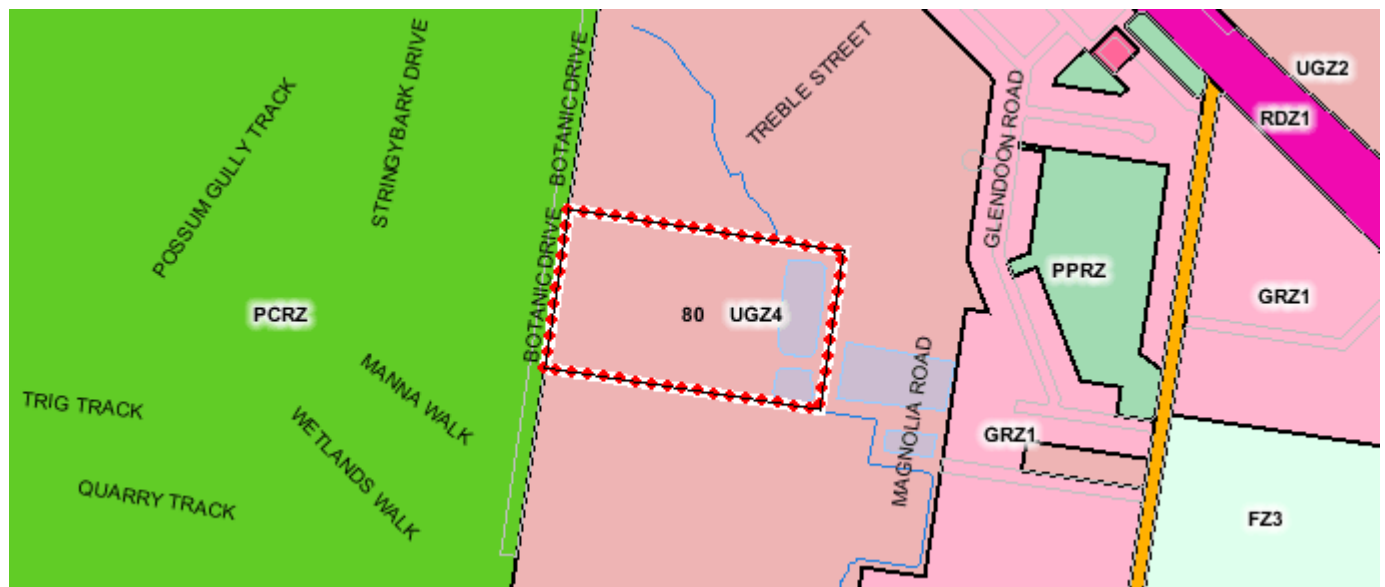
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this contribution go to Victorian Planning Authority

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 4 \(UGZ4\)](#)



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FZ - Farming	GRZ - General Residential	PCRZ - Public Conservation & Resource
PPRZ - Public Park & Recreation	RDZ1 - Road - Category 1	RDZ2 - Road - Category 2
TZ - Township	UGZ - Urban Growth	

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

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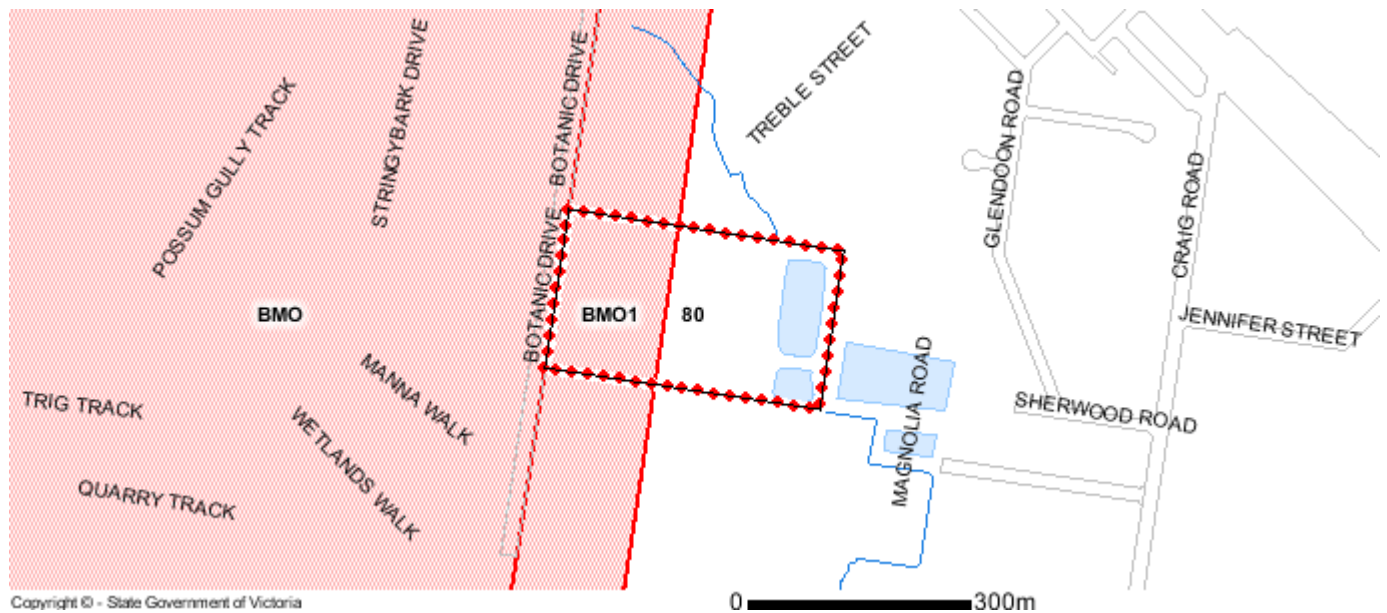
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



BMO - Bushfire Management

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14 (DCPO14)



DCPO - Development Contributions Plan

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

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

Planning Overlays

OTHER OVERLAYS

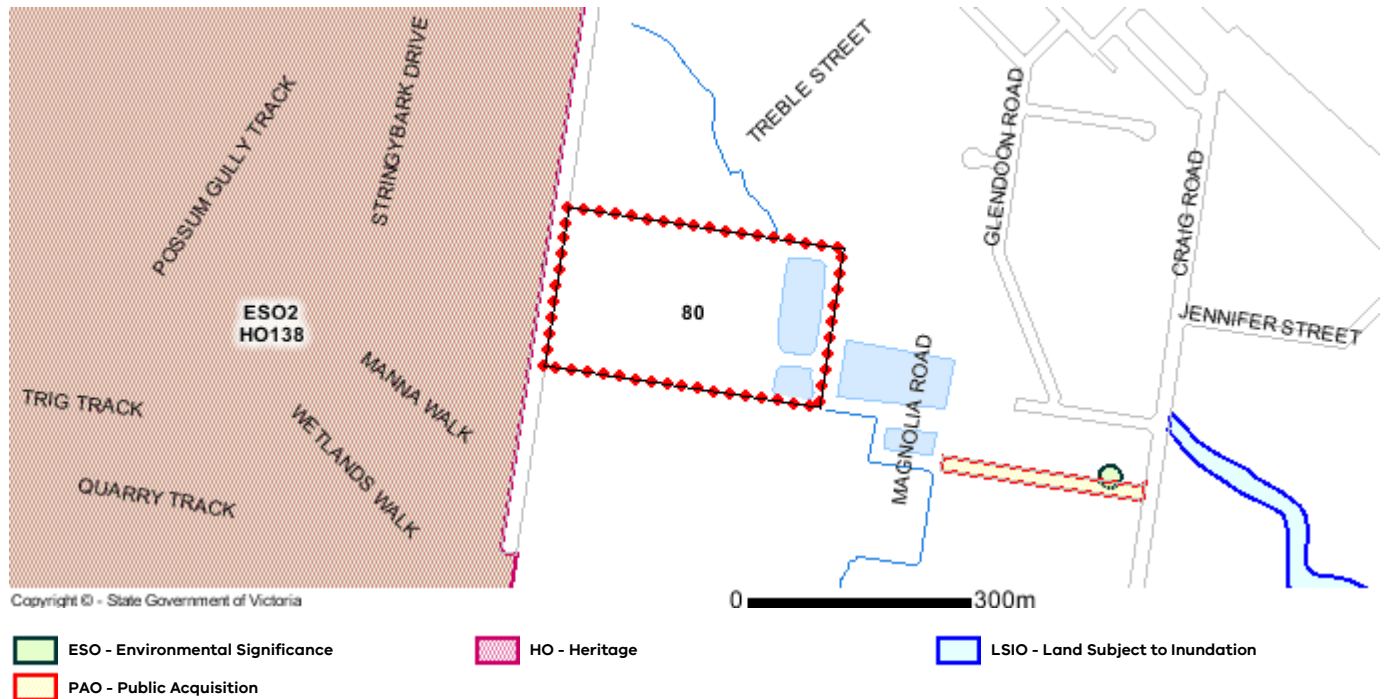
Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



Growth Area Infrastructure Contribution

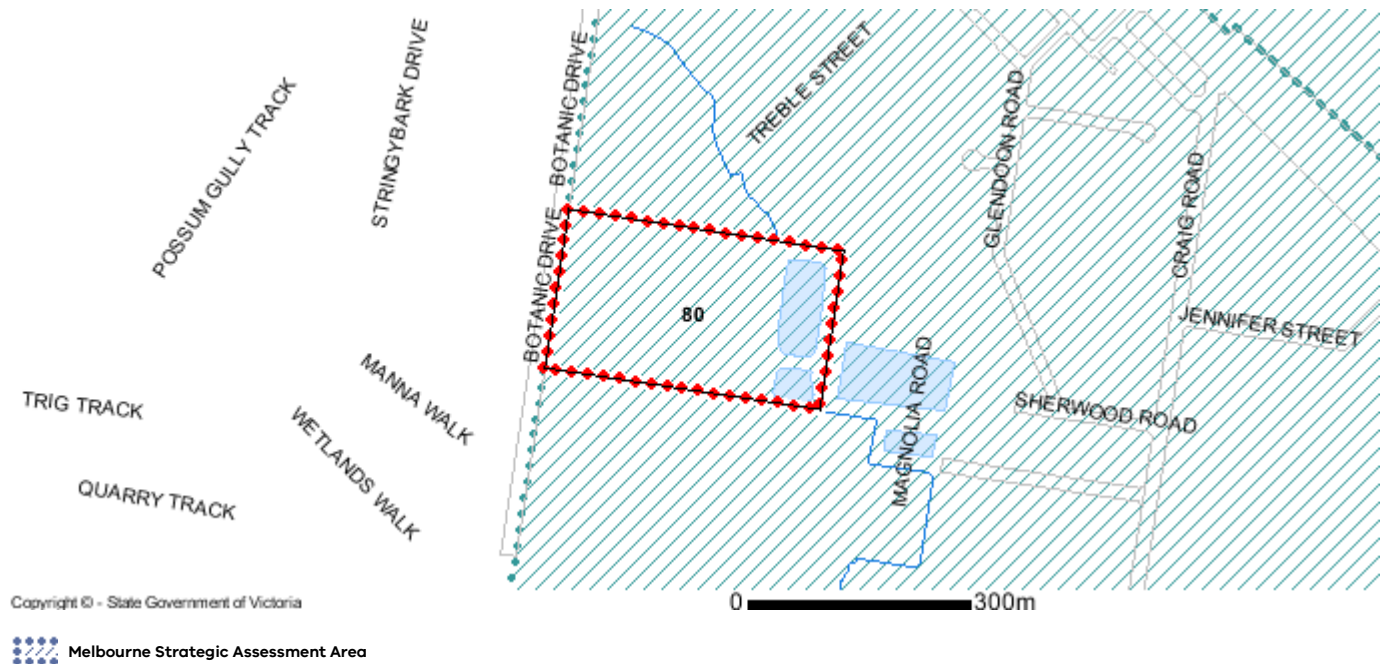
This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](https://www.vpa.vic.gov.au/)



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>



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

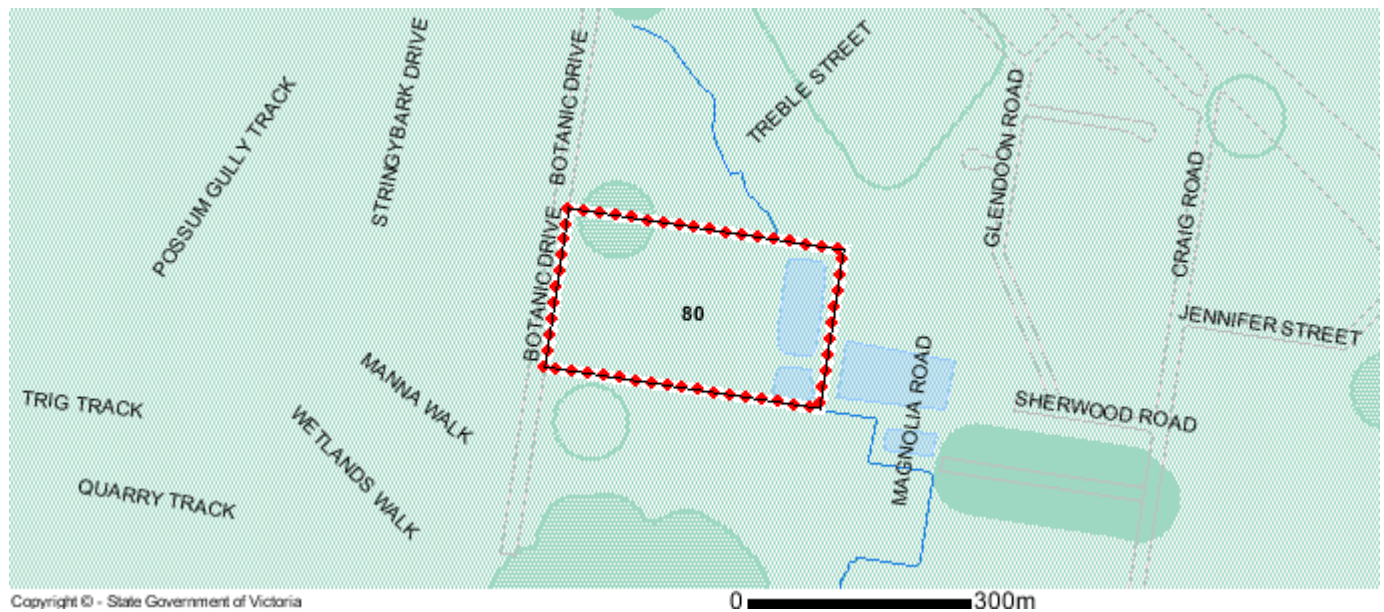
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 12 May 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

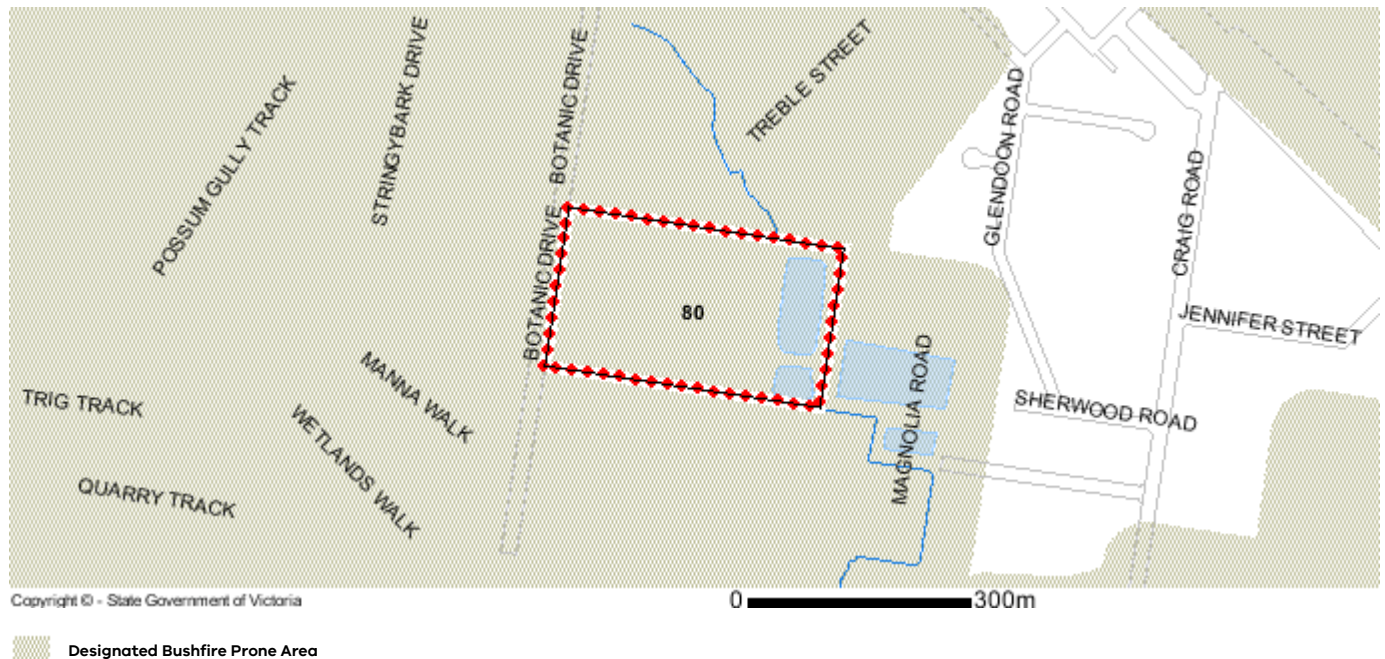
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <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>

Contact City of Casey

03 9705 5200

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

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C029390

Issue Date: 19 July 2021

Your Reference: 356744

Landata - Rates Web Certificates
C/- Victorian Land Registry Services Pty Ltd
L 1 Casselden 2 Lonsdale St
MELBOURNE VIC 3000

Property Number:	46209
Property Address:	80 Botanic Drive JUNCTION VILLAGE VIC 3977
Property Description:	Lot 3 LP 54277
Land Area:	81167 sqm

Valuation Date	1/07/2021	Effective Date	1/07/2021
Site Value	\$6,500,000		
Capital Improved Value	\$6,500,000		
Net Annual Value	\$325,000		

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

Details for financial year ending 30th June 2022

Rate Category		
Current Year's General Rates	16,584.07	
Current Year's Fire Service Levy	497.50	
Current Rates Year's Charges - SUB TOTAL		17,081.57
Current Rates Year Adjust Payments - SUB TOTAL		0.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$17,081.57

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 15/02/2022.

Contact City of Casey

03 9705 5200

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Customer Service Centres

Narre Warren

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



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

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

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C029390**.

A handwritten signature in black ink, appearing to read 'T. Riches'.

Trevor Riches

Team Leader Rates and Valuations

PLEASE NOTE:

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

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

Electronic Payments



Billers Code: **8995**
Ref: 00462097

Telephone & Internet Banking - BPAY®

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

More info: www.bpay.com.au

Maddocks C/- Infotrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 3 80 BOTANIC DRIVE JUNCTION
VILLAGE 3977
3 LP 54277

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53J//13757/3	LANDATA CER 51417343-029-3	19 JULY 2021	39371575

1. Statement of Fees Imposed

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

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2021 to 30/06/2022	\$158.60
--	--------------------------	----------

(b) By South East Water

Subtotal Service Charges	\$158.60
---------------------------------	-----------------

TOTAL UNPAID BALANCE	\$158.60
-----------------------------	-----------------

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

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

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

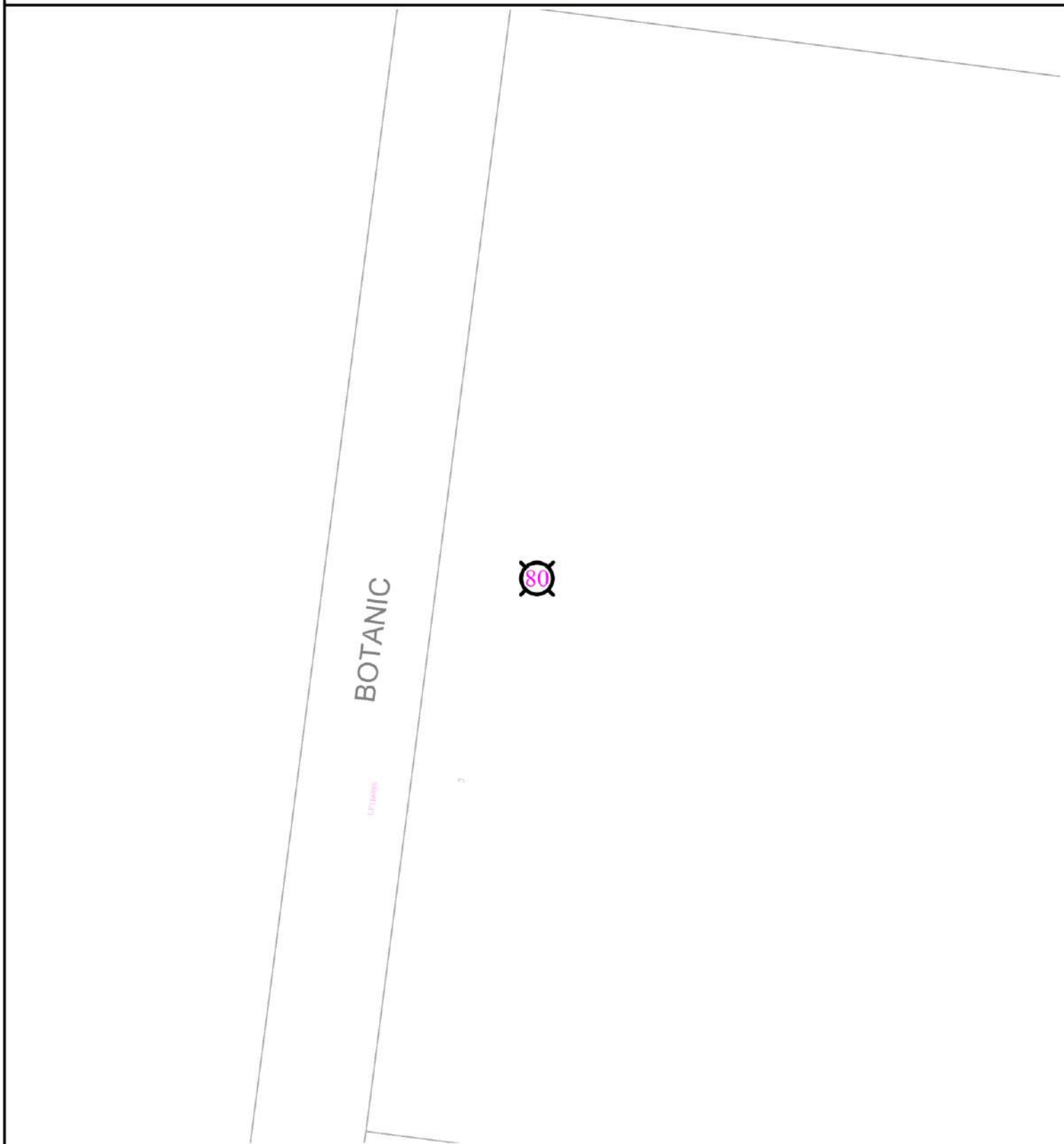


Property: Lot 3 80 BOTANIC DRIVE JUNCTION VILLAGE 3977

Case Number: 39371575



Date: 19JULY2021



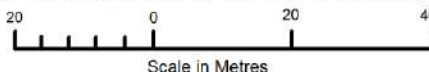
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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

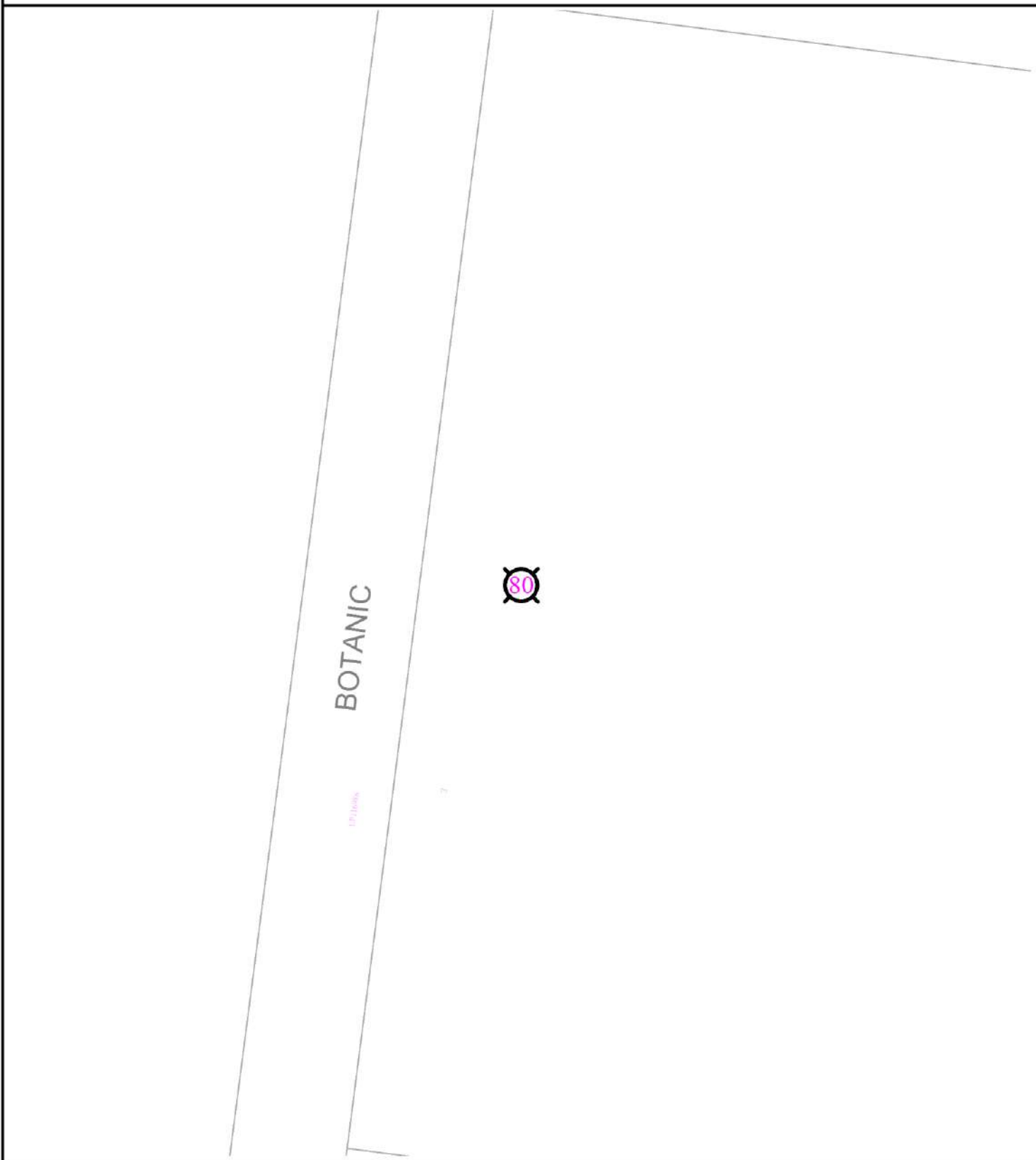


Property: Lot 3 80 BOTANIC DRIVE JUNCTION VILLAGE 3977

Case Number: 39371575



Date: 19JULY2021



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Water Main Valve

Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary



BOTANIC



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

LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MADDOCKS

Your Reference: 7709288.005

Certificate No: 46941173

Issue Date: 04 MAY 2021

Enquiries: ESYSPROD

Land Address: 80 BOTANIC DRIVE JUNCTION VILLAGE VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4833821	3	54277	8322	627	\$84,092.86

Vendor: JD JVC DEVELOPMENT PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
JD JVC DEVELOPMENT PTY LTD	2021	\$5,450,000	\$112,123.81	\$0.00	\$84,092.86

Comments: Land Tax of \$112,123.81 has been assessed for 2021, an amount of \$28,030.95 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.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$5,450,000

SITE VALUE: \$5,450,000

AMOUNT PAYABLE: \$84,092.86

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

Certificate No: 46941173

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$80,100.00

Taxable Value = \$5,450,000

Calculated as \$24,975 plus (\$5,450,000 - \$3,000,000)
multiplied by 2.250 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 46941173

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: 46941173

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Growth Areas Infrastructure Contribution Certificate

Certificate Id: 12726

Issue date: 14 May 2021

PART 1 – DETAILS OF APPLICANT

Maddocks
C/-Landata

PART 2 - LAND DETAILS

Land Address: 80 Botanic Drive
Junction Village 3977

Details of Land Title:

Lot / Plan: Lot 3 / LP54277
Volume / Folio: 8322 / 627

Municipality: Casey
Land Type: Type A
Land Area: 8.11674 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Deferral. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$856,105.65**

Note – this deferred liability is subject to indexation and/or interest in accordance with section 201SMA 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

Contact City of Casey

03 9705 5200

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caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre

**PROPERTY INFORMATION REQUEST****BUILDING SURVEYING SERVICES**

Building Interim Regulations 2017– Part 51 (1)

Search Date: 06 May 2021

Landata - Rates Web Certificates
C/- Victorian Land Registry Services Pty Ltd
L 1 Casselden 2 Lonsdale St
MELBOURNE VIC 3000

Certificate Number: CerB/W009301**Your Reference:** 356744

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	80 Botanic Drive JUNCTION VILLAGE VIC 3977
Legal Description	Lot 3 LP 54277

Part 51 (1)

In reply to your request for Building Permit particulars under Regulation 51 (1) of the Building Interim Regulations 2017, I wish to advise you that Council records **for the last ten years** indicate as follows:-

Building Permit No.	Date Issued	Description of Works	Final/Occ Certificate Issue Date	Occupancy Permit No.
NIL				

Council has no record of any permits having been issued for this property within the last ten years.

- The property **is not** subject to any notices and / or orders or the like under the Building Act 1993.

NOTE:

1. The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Additional Information:

Building Surveying Services Date 06 May 2021

Contact City of Casey

03 9705 5200

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

caseycc@casey.vic.gov.au

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Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre

**PROPERTY INFORMATION REQUEST****BUILDING SURVEYING SERVICES**

Building Interim Regulations 2017 – Part 51 (2)

Search Date: 06 May 2021

Landata - Rates Web Certificates
C/- Victorian Land Registry Services Pty Ltd
L 1 Casselden 2 Lonsdale St
MELBOURNE VIC 3000

Certificate Number: CerB/W009302**Your Reference:** 356744

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	80 Botanic Drive JUNCTION VILLAGE VIC 3977
Legal Description	Lot 3 LP 54277

Part 326 (2)

Land Liable to Flooding prone. Reg 153	No	Designated land or works. Reg 154	Yes
Designated as subject to Attack by Termites. Reg 151	Yes	Designated as subject to Significant Snowfalls. Reg 152	No

Designated Bushfire Prone areas. Reg 155	Refer to Land Channel website http://services.land.vic.gov.au/maps/bushfire.jsp
Bushfire Attack Level specified in Planning Scheme Reg. 156	NB: These have not yet been specified in Councils Planning Scheme

Contact City of Casey

03 9705 5200

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hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

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Customer Service Centres**Narre Warren**

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Cranbourne

Cranbourne Park Shopping Centre

**Notes**

1. Requests for information on Planning, Engineering, Drainage and Health Department matters should be referred directly to those departments.
2. City of Casey cannot warrant the accuracy of information provided in respect of regulation 231 (2) and 64 (1), as it relies on information provided to it by others. It is noted that the Owner may choose to obtain a complete record of the building permit documentation from Council (subject to availability of records and payment of applicable application fee) or by contacting the relevant building surveyor that was engaged for the issue of the building permit.
3. The information supplied here is correct as at the above-mentioned date.
4. The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Building Surveying Services

Date 06 May 2021



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Maddocks

CERTIFICATE NO:
48297866

PROPERTY ADDRESS:
80 BOTANIC DRIVE JUNCTION VILLAGE

PARCEL DESCRIPTION:
Lot 3 LP54277

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: 11 May 2021

Note: This Certificate is valid at the date of issue.

OFFICIAL

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

29951

SECTION 1 – Applicant Information

Name of applicant:

- Cheree Hart

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins Street

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

7709288.005

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

3/LP54277

Crown References:

Title References (Volume / Folio) :

8322/627

Street Address:

80 BOTANIC DRIVE JUNCTION VILLAGE VIC 3977

Other description:

Order ID 81394772

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 report.

Yes

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 10/May/2021



Oona Phillips
Senior Heritage Registrar
Aboriginal Victoria

SECTION 4 – Terms & Conditions

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at <https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

80 BOTANIC DRIVE JUNCTION VILLAGE VIC 3977

Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Type
7921-1259	Botanic Ridge Landform Site Recording 13	7921-1259-1	Artefact Scatter
Total Components		1	
Total Registered Places		1	



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

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 4th May 2021, 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®.

80 BOTANIC DRIVE, JUNCTION VILLAGE 3977
CITY OF CASEY

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

Date of issue: 4th May 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 48297866 - 48297866143503 '356744'

Extract of EPA Priority Site Register

Page 1 of 2



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 80 BOTANIC DRIVE

SUBURB: JUNCTION VILLAGE

MUNICIPALITY: CASEY

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 133 Reference K12
Melways 40th Edition, Street Directory, Map 134 Reference A12

DATE OF SEARCH: 4th May 2021

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 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:

[Extract of Priority Sites Register] # 48297866 - 48297866143503
'356744'



Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

PLANNING PERMIT

Permit No. PInA01023/15.A
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

1160 Ballarto Road, 20 Botanic Drive, 60 Botanic Drive, 80 Botanic Drive JUNCTION VILLAGE VIC
3977 Lot 1 LP 112139, Lot 2 LP 112139, Lot 4 LP 54277, Lot 3 LP 54277

THE PERMIT ALLOWS:

Staged Subdivision, Creation of Restrictions and Variation of Residential Design Controls and Native Vegetation Removal

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-128 and Notes (Inclusive)

Plans Required

1. Before the plan of subdivision is certified under the *Subdivision Act* 1988, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided to the Responsible Authority for its approval. The plans must be generally in accordance with the plans submitted with the application (ref: Subdivision Concept Plan ref: 30042570U.00, dated 10/05/2019, rev K1 and Vegetation Removal and Retention Plan, 36177VR-B revision A, dated 25/11/15) but modified to show:
 - (a) An updated Vegetation Removal and Retention Plan.
 - (b) Inclusion of temporary stormwater retarding and treatment assets in a separate stage, including a notation that this stage is to be retained as a superlot until such time as downstream stormwater drainage works have been completed to the satisfaction of Council.
 - (c) A 0.1m wide tree reserve along the north eastern, south eastern and south western sides of lots 390-398 to ensure vehicle access is via the rear laneway only.
 - (d) Legend item "Indicative location of South East Water Pump Station" amended to "Indicative location of South East Water Pump Station. 3m wide shared path and 4m wide equestrian trail to be accommodated" or similar.

Compliance with the Permit

2. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
 3. Where any plan is required under these conditions to be lodged for the approval of the responsible authority, any buildings or works carried out on the land must be carried out in accordance with the approved plan(s) to the satisfaction of the responsible authority.
-

PLANNING PERMIT

Permit No.

PlnA01023/15.A

Planning scheme

Casey Planning Scheme

Responsible authority

City of Casey

-
4. The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed in writing by the responsible authority.

Reports Required Prior to Certification of the First Stage

Aboriginal Cultural Heritage

5. Before the first plan of subdivision is certified under the Subdivision Act 1988, a report must be submitted to the responsible authority providing advice as to when subdivision works may proceed, having regard to the recommendations of Cultural Heritage Management Plan No. 10973 prepared by AHMS dated 22 March 2012. The advice must address, to the satisfaction of the responsible authority:
- (i) When subdivision works may proceed having regard to the recommendations of the CHMP, with particular emphasis on recommendations 3, 4, 5 and 7, including salvage / excavation works that may need to be completed at 91-93 and 95 Browns Road Botanic Ridge prior to works beginning on the subject site.
 - (ii) Timing and process for the surface collection and re-burial requirements for VAHR 7921-1259 located on 80 Botanic Drive, Junction Village.
6. The recommendations within approved Cultural Heritage Management Plan No. 10973 prepared by AHMS dated 22 March 2012, as approved by the Director or Aboriginal Affairs Victoria on 24 March 2012, or any subsequent approved Plan, must be undertaken prior to and during the construction of the development hereby approved.
7. Any costs associated with the recommendations of the approved Cultural Heritage Management Plan must be borne by the property owner or developer.

Environmental Assessment

8. Before the first plan of subdivision is certified under the Subdivision Act 1988, an environmental assessment must be prepared and submitted to the responsible authority for approval. The assessment must be performed by a suitably qualified and experienced environmental consultant and must address the recommendations of the Atma Environmental Preliminary Site Assessment dated 18 October 2013 relating to 60 Botanic Drive (Lot 4 LP 54277).
9. If the environmental assessment indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the responsible authority under section 173 of the *Planning and Environment Act 1987* before the issue of a statement of compliance for any lot on to 60 Botanic Drive (Lot 4 LP 54277), providing for the implementation and on-going compliance with all conditions in the environmental assessment.

The owner must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement required by this condition within 30 days of registration of the agreement.

PLANNING PERMIT

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Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

Ground Water Conditions at 20 Botanic Drive and 1160 Ballarto Road

10. Before the first plan of subdivision is certified under the Subdivision Act 1988, an assessment of groundwater conditions and potential impacts on the proposed development including any measures required to mitigate the impacts of groundwater conditions must be prepared and submitted to the responsible authority for approval for 20 Botanic Drive and 1160 Ballarto Road. The assessment must be performed by a suitably qualified and experienced groundwater / environmental consultant and must address the recommendations contained in the letter from John Leonard Consulting Services, dated 21 February 2016 and the requirements of Clause 3.3 of the Urban Growth Zone (Schedule 4).

Limit on Number of Lots Before Completion of Certain Works

Construction of Casey Fields Boulevard – Vic Roads

11. The Casey Fields Boulevard extension and associated intersection treatments (Craig Road / Casey Fields Boulevard and Casey Fields Boulevard and South Gippsland Highway), must be delivered prior to the issue of a statement of compliance for 1600th lot, unless otherwise agreed in writing by VicRoads.

Melbourne Water

12. Prior to certification of the plan of subdivision that would result in the creation of more than one third of the lots on the site or one third of the area of the site, investigation of the downstream outfall east of Craig Road and any required works must be completed to the satisfaction of Melbourne Water and Council, unless otherwise agreed in writing by Melbourne Water and Council.

Removal of Section 173 Agreements

13. Before any plan of subdivision is certified under the Subdivision Act 1988 on 80 Botanic Drive (Lot 3 LP 54277) Section 173 Agreements S444494X and S455677W must be ended and removed from the title.
14. Before any plan of subdivision is certified under the Subdivision Act 1988 on 60 Botanic Drive (Lot 4 LP 54277) Section 173 Agreement AJ937881N must be ended and removed from the title.

Public Infrastructure Plan

15. Before the first plan of subdivision is certified under the Subdivision Act 1988, a Public Infrastructure Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Public Infrastructure Plan must address the following:

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Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

-
- (a) What land may be affected or required for the provision of infrastructure works and the timing of when such land will be provided, including reference to DCP items IN02 and RD06;
 - (b) The provision, staging and timing of stormwater drainage works, including any temporary drainage works approved by Melbourne Water and the responsible authority.
 - (c) Recommendations of the Surface Stormwater Management Strategy, prepared by Alluvium, dated March 2016, or updated strategy to the satisfaction of the Responsible Authority.
 - (d) The provision of public open space, tree reserves, conservation areas and defensible space;
 - (e) Any distinction between the timing of the creation of any reserve or lot and its embellishment/servicing as necessitated to achieve allowed Growth Areas Infrastructure Contribution exemptions. Such must include a notation identifying the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced;
 - (f) The landscaping of any land;
 - (g) Indicative locations for shared paths, on road bike paths, equestrian trails; and
 - (h) What (if any) infrastructure set out in the Development Contributions Plan applying to the land is sought to be provided as “works in lieu” subject to the consent of Casey City Council.

The plan may be amended with the consent of the responsible authority.

Density and Yield Schedule

16. Before any plan of subdivision is certified under the *Subdivision Act 1988*, for any stage, a schedule identifying the range of lots sizes created and extent of the housing densities must be submitted to the responsible authority. The schedule must identify:
- (a) The number and lot size of lots created in that stage together with the cumulative total of any lots created in previous stages having regard to the provisions of the Precinct Structure Plan; and
 - (b) The housing densities in that stage and earlier stages of the subdivision.

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Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Building Envelopes and Design Controls – Where Small Lot Housing Code Does Not Apply

17. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), building envelopes in accordance with the Residential Design Controls at section 3.2.3 of the Botanic Ridge Precinct Structure Plan and Part 4 of the Building Regulations must be submitted to the responsible authority for approval for all lots where the Small Lot Housing Code is not applied, all to the satisfaction of the responsible authority. Once approved the plans will be endorsed and form part of the Permit. The building envelopes must be designed to consider the provision of solar access and other requirements of the Botanic Ridge Precinct Structure Plan.
18. Prior to the certification of the first plan of subdivision, restrictions to apply to the land such as restrictions on the plan of subdivision and Memorandum of Common Provisions must be submitted to and approved by the responsible authority. The restrictions must comply with the Residential Design Controls at section 3.2.3 of the Botanic Ridge Precinct Structure Plan, including clear differentiation between design controls required on Interface A, Interface B, Neighbourhood, Village lots and unique restrictions required by the developer. Once approved the restrictions will be endorsed and form part of the Permit.

The provisions of any restriction must not contradict any other restriction specified on the endorsed plan and/or Permit, or the objectives and design controls contained within the Botanic Ridge Precinct Structure Plan and must be to the satisfaction of the responsible authority.

Restrictions on the plan of subdivision must require, as relevant:

- (a) Having regard to lots between 250 to 300 square metres (excluding any superlot or future medium density site shown on the endorsed plans) where the Small Lot Housing Code does not apply:
- (i) Garage openings to occupy no more than 40% of the width of the lot frontage, unless the dwelling is two (2) or more storeys and on a lot with an area between 250 and 300m square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two-dimensional (2-D) elevation plan excluding any area of the roof of the dwelling.
 - (ii) Garages/carports setback a minimum of 5.5 metres from the front boundary, except: where a building envelope allows a front setback of 3 metres whereby the garage can be setback 5 metres from the front boundary; or, where lots have been approved on the endorsed building envelope plan as having an alternative garage setback whereby garages to those lots must not be setback between 3 and 5 metres from the front boundary.
 - (iii) Unless building envelopes are imposed by way of a Section 173 Agreement:
 - The endorsed building envelope plan to apply to each relevant lot.
 - All buildings to conform to the building envelope on the relevant lot.
 - The construction of a building outside of a building envelope only with the written consent of the responsible authority, including potentially a planning permit.

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Planning scheme

Casey Planning Scheme

Responsible authority

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- The building envelope to cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of a dwelling on the land.
 - Notwithstanding the extent of the building envelope, any development to otherwise meet the requirements of Part 4 of the Building Regulations 2006 except where a variation has been approved either under those Regulations or within an approved restriction/Memorandum of Common Provisions.
- (b) That no dwelling or commercial building may be constructed on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

Small Lot Housing Code

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

Section 173 Agreement – Infrastructure and POS

21. Prior to the issue of a Statement of Compliance for the first stage of subdivision or at such other time which is agreed between Council and the owner, if required by the Responsible Authority or the owner, the owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides for:
- (a) The implementation of the Public Infrastructure Plan approved under this permit.
 - (b) The transfer of any land required for road widening or public open space.
 - (c) The equalisation of open space having regard to the amount specified in the schedule to Clause 52.01 of the Casey Planning Scheme.
 - (d) If applicable, the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the Responsible Authority.

Where such lots/reserve are created and if relevant, the production of a certificate issued by the State Revenue Office stating that there will be no Growth Areas Infrastructure Contribution liability in respect of any land to be vested in Council or alternatively evidence of payment of that Contribution to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.

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Planning scheme

Casey Planning Scheme

Responsible authority

City of Casey

- (e) The timing of any credit or payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Botanic Ridge Precinct Structure Plan Development Contributions Plan.

The owner must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement required by this condition within 30 days of registration of the agreement.

Section 173 agreement – Environmental Notifications and Prohibitions

22. Before the statement of compliance is issued under the *Subdivision Act 1988* the owner must enter into an agreement with the responsible authority under Section 173 of the *Planning and Environment Act 1987* and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- (a) The owner to covenant that they will not do the following on the lot:
- (i) Keep cats or exotic bees.
 - (ii) Plant or raise listed environmental weeds.
- (b) Notification that Casey City Council publishes a list of native plant species suitable to the local environment at Botanic Ridge and a statement the Casey City Council encourage the use of these native plants in private gardens to compliment the adjacent Royal Botanic Gardens Cranbourne environment.
- (c) Notification that intermittent environmental burn regimes within the Royal Botanic Gardens Cranbourne may affect the amenity of the lot

The agreement must be registered on the title to every lot created by the subdivision. The preparation and execution of an agreement must be at no cost to the responsible authority.

Section 173 Agreement – Bushfire Management within 150m of Botanic Drive

23. Before the statement of compliance is issued under the *Subdivision Act 1988* the owner must enter into an agreement with the responsible authority under Section 173 of the *Planning and Environment Act 1987* and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The agreement must set out the following matters:

- (a) The Royal Botanic Gardens Cranbourne (RBGC) is a potential bushfire hazard; and
- (b) Any vegetation on the lot should be managed for the purpose of providing defensible space; and
- (c) Guidance on defensible space can be obtained from the relevant fire authority.

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Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

The agreement must be registered on the title to every lot created by the subdivision that is within, or partly within 150 metres of the relevant bushfire hazard.

The preparation and execution of the agreement must be at no cost to the responsible authority.

Certification of Plans

24. The plans submitted for certification must be in accordance with the endorsed plans but modified to show to the satisfaction of the responsible authority and relevant servicing authorities:
- (a) All easements required by servicing authorities as well as any easements required by the responsible authority over any temporary drainage assets which are to be managed by the responsible authority.
 - (b) Building envelopes and the creation of restrictions to accord with those identified on plans endorsed to the Permit.
 - (c) Unless otherwise agreed in writing by the responsible authority, road reserve and court head dimensions in accordance with the Botanic Ridge Precinct Structure Plan.
 - (d) Any public open space reserves to be vested with the City of Casey.
 - (e) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

Transfer of land to Council

25. Land described in the Botanic Ridge Precinct Structure Plan as:

- 'Defendable space – RBGC Perimeter' on Plan 5; and
- public open space (as a local or district park or conservation area); or
- tree reserve

must be transferred to or vested in Council at no cost to Council.

26. Before the transfer to Council of land marked in the Botanic Ridge Precinct Structure Plan as Conservation Open Space, the owner must enter into an agreement under section 69 of the *Conservation, Forests and Lands Act 1987* and make application to the Registrar of Titles to have the agreement registered on the title to the land;

OR

Utilise an alternative method to secure the permanent protection of Conservation Open Space to the satisfaction of the Department of Environment, Land, Water and Planning and the responsible authority.

The owner/applicant must pay the reasonable costs of the preparation, negotiation, execution and registration of the agreement required by this condition within 60 days of registration of the agreement.

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Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

Referral of Plan of Subdivision

27. Prior to certification of any plan of subdivision, the plan must be referred to the following authorities under Section 8 of the Subdivision Act:
- Melbourne Water
 - South East Water
 - Country Fire Authority
 - Ausnet Services
 - APT Group

Southern Brown Bandicoot Habitat Compensation Fee

28. Prior to certification of the first plan of subdivision under this permit or the removal of any vegetation, payment for Southern Brown Bandicoot compensatory habitat must be provided to the satisfaction of the Department of Environment Land, Water and Planning.

Southern Brown Bandicoot Conservation

29. Planting within open space that immediately adjoins or incorporates the RBGC and native vegetation conservation areas must be indigenous and must support the enhancement of the relevant ecological vegetation class (as outlined in the NVPP) such as:
- Heathy woodland (EVC 48)
 - Swamp Scrub (EVC 53)
 - Grassy woodland (EVC 55)
 - Damp Heathy Woodland (EVC 793)
30. Before works commence on land identified as Southern Brown Bandicoot Connectivity on Plan of the Botanic Ridge Precinct Structure Plan a detailed Southern Brown Bandicoot Connectivity Landscape Plan (SBBCLP) must be submitted to and approved by the Secretary to the Department of Environment Land, Water and Planning (DELWP). The plan must show:
- Areas of habitat to be created and enhanced for Southern Brown Bandicoot Connectivity, including suitable plant species, landscape design and sensitive location of infrastructure.
 - Landscaping wholly within the relevant reserves shown within 'Southern Brown Bandicoot Connectivity'.
 - How the primary and other functions of the relevant reserve are to be maintained to the satisfaction of the public land manager.
 - Any relevant pedestrian, bicycle or vehicle connectivity.
 - Integration with existing or planned landscaping on adjacent properties or anticipated potential habitat development on adjacent properties.

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- Landscape works that do not result in an increased bushfire threat for adjacent land use and development.

Works and landscaping on the approved SBBCLP must be carried out to the satisfaction of the Secretary to DELWP.

Southern Brown Bandicoot Conservation – Safe Passage Under Roads

31. In addition to the approval of any other relevant roads authority (including the anticipated public land manager for the relevant road reserve) roads that cross Southern Brown Bandicoot connectivity corridors including those shown on Plan 7 in the PSP may require additional culverts intended specifically for passage of Southern Brown Bandicoots and that do not have a primary hydraulic function.

Detailed design drawings for this infrastructure must be submitted to and approved by the Secretary to the Department of Environment Land, Water and Planning ('Secretary to the DELWP') prior to commencing construction.

Incorporation of SBB transit infrastructure must not adversely impact on the performance of the road reserve for vehicles, bicycles and / or pedestrians.

Landscape Requirements and Master Plan

32. Before the commencement of works for the first stage of development starts, a landscape master plan prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must address any relevant requirements and guidelines of the incorporated Botanic Ridge Precinct Structure Plan and must show:
- (a) How the relevant parts of the Botanic Ridge Precinct Structure Plan cross sections are implemented.
 - (b) A survey (including location, size and botanical name) of all existing vegetation on the land whether it is proposed to be detained or removed.
 - (c) Native vegetation that is approved to be retained, removed and/or lopped in accordance with the Botanic Ridge Native Vegetation Precinct Plan.
 - (d) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (e) Site contours and any indicative changes to existing levels including any structural elements such as retaining walls and embankments.
 - (f) Proposed road reserve widths.
 - (g) Dimensions and total area of any public open space reserve, conservation open space or defendable space.
 - (h) The general layout and indicative details of street tree and reserve plantings including the proposed location and species mix.

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- (i) Re-planting of a minimum four trees (mature stock, minimum 2m tall at time of planting) of the same species as the four native trees permitted to be removed in LP-9 under this permit.
 - (j) The indicative location of structures, street furniture items, paths, pavement areas, play items and public art.
 - (k) The style and location of fencing including tree, walkway and open space reserve fencing.
 - (l) The location and design of any water sensitive urban design structures to assist in maintenance of landscaping, water quality and water retardation (e.g. bio-retention swales, rain gardens, permeable paving).
 - (m) How the master plan responds to relevant requirements and guidelines in the Botanic Ridge Precinct Structure Plan.
 - (n) The general location of an off road paths and equestrian trails, including road crossings where required.
 - (o) Appropriate plantings within the 6m wide landscaping strip referred to in Section 173 Agreements S444494X and S455677W.

All species selected must be to the satisfaction of the Responsible Authority. Landscaping must demonstrate the use of sustainable practices and if irrigation is to be provided it must not use potable water. Any planting within an easement must utilise species suitable for planting within easements and must have a natural growing height of no more than 2 metres.

- 33. Any vertical retaining structures (with the exception of those which are part of building walls) on land not shown as a private lot on the endorsed plan must be no more than 1 metre in height unless otherwise agreed by the responsible authority.
- 34. Streets, parks and other public spaces may only be planted with indigenous or Australian native species.

Detailed Landscape Plan

- 35. Before the start of works for any stage of the subdivision, a detailed landscape plan and plant schedule for that stage prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, parkland water retention areas, defendable space, conservation areas, service corridors and community uses. The plan must be drawn to scale with dimensions and three copies must be provided. The landscaping plan must be generally in accordance with the approved Landscape Master Plan and show:
 - (a) Existing vegetation that is approved to be retained.
 - (b) Dimensions of any public open space reserves, tree reserves or defendable space around RBGC.

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- (c) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves.
- (d) Landscaping and treatments in accordance with plans approved by the Department of Environment, Land, Water and Planning in relation to the Southern Brown Bandicoot.
- (e) A detailed plant schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- (f) The proposed location and final set out of paths, equestrian trails, areas of pavement, playgrounds, play items, structures and street furniture.
- (g) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls and embankments.
- (h) Additional supporting information, such as certified structural designs or building forms.
- (i) The location of any necessary tree protection zones.
- (j) Maintenance requirements for the proposed landscaping.

All species selected must be to the satisfaction of the responsible authority.

Drainage Functional Layout Plan

36. Prior to the submission of engineering plans, a functional drainage layout plan for the development must be submitted to and approved by the Responsible Authority. The plan must show:
- (a) The provision for management of the minor and major flow (including provision for external catchment flow), the proposed alignment for pipes conveying the 20 percent annual exceedance probability (AEP) flows and the overland flow paths for the 1 percent AEP storm event.
 - (b) Any road or access way intended to act as a stormwater overland flow path must be shown to meet the floodway safety criteria to the satisfaction of the Responsible Authority.
 - (c) Indicative provision for southern brown bandicoot plantings.
 - (d) The objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/ gross pollutants larger than 5mm" and meet the intended outcomes of Clause 56 of the planning scheme to the satisfaction of the responsible authority.

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Construction Plans

37. Before any road/drainage works associated with each stage of the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include, as relevant:
- (a) Fully sealed pavements with kerb and channel (or rollover kerbs where appropriate) to dimensions generally in accordance with the endorsed cross-sections or where not endorsed, the relevant road cross-sections in the Precinct Structure Plan applying to the land;
 - (b) Indented on-street parking within the 12m wide laneway in Stage 3;
 - (c) Traffic management devices;
 - (d) Vehicle exclusion fencing where necessary;
 - (e) Where a construction plan contains a road identified as a bus route within the Precinct Structure Plan applying to the land, the cross section of the road must comply with Precinct Structure Plan and be to the satisfaction of Public Transport Victoria;
 - (f) Corner splays, as required, to suit the road function;
 - (g) Driveway links designed to provide one (1) visitor space per lot served by the link;
 - (h) Concrete footpaths and/or shared paths and equestrian trails (in accordance with the Botanic Ridge Precinct Structure Plan) on both sides of each roadway with the exception of the side of a road that abuts a public open space reserve;
 - (i) Vehicles crossings to each lot designed in accordance with Melbourne Planning Authority Drawings unless otherwise agreed, except those nominated as 'medium density site' on the endorsed plan, noting that:
 - (i) Shared crossovers between lots must be provided wherever possible to lots with frontage widths of less than 11 metres.
 - (ii) Crossovers should be located on the long side of corner sites where roundabout splitter islands will hinder access;
 - (j) Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road;
 - (k) Underground drains incorporating features to prevent litter, sediments, and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties;

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- (l) Drainage systems, including construction details of any temporary drainage works approved by Melbourne Water and the responsible authority, along with details of any safety measures, edge treatments and separation distances between those works and the land being subdivided;
- (m) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;
- (n) The location of street lighting;
- (o) Any water sensitive urban design features;
- (p) Details of any cut and fill;
- (q) Services located in shared trenches wherever possible;
- (r) Fibre optic conduit network throughout the subdivision; and,
- (s) The following to the satisfaction of the CFA:
- (i) Strategically positioned fire hydrants installed on the potable water supply system in addition to the fire hydrants installed on the recycled water supply system, or
 - (ii) The location of static water supplies for fire fighting purposes that are:
 - Accessible to fire fighting vehicles
 - Have sufficient volume to support effective fire fighting
 - (iii) Water supply design, connections and flow rates.

The engineering construction plans must include, at the relevant stage as identified on the Public Infrastructure Plan approved under this Permit, any lot or reserve previously created from the parent title that has yet to be embellished/serviced in accordance with the requirements of this Permit.

38. Any filling on the land must be placed in such a manner that it does not adversely affect the drainage of adjacent land.

Retarding Basins and Interim Runoff Management

39. Before the issue of a Statement of Compliance for the first stage or other time subject to the written agreement of the responsible authority the existing dams on site must be modified for retardation storage, in accordance with the recommendations of the Surface Stormwater Management Strategy, prepared by Alluvium, dated March 2016, or updated strategy to the satisfaction of the Responsible Authority.

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40. Prior to the issue of Statement of Compliance, any interim drainage solution proposed to be implemented must be approved by the Responsible Authority. The temporary drainage solution must include the provision of a Sediment Basin to manage water quality and Retarding Basin to mitigate additional flow. The sediment pond must be designed to capture 95% of coarse particles $\geq 125 \mu\text{m}$ diameter for the peak three-month ARI flow. The retarding basin must limit the rate of stormwater discharge, for storm events up to and including the 1% AEP storm, to the predevelopment rate to the satisfaction of the Responsible Authority. Any temporary solution must be located entirely within the boundaries of the subdivision unless there is written permission from the adjoining property owners to construct on their land.
41. The land owner shall be responsible for the ongoing maintenance of the retarding and stormwater quality treatment assets until sufficient stormwater assets have been constructed downstream. At such time the interim stormwater assets must be decommissioned to the satisfaction of the Responsible Authority.

Drainage General Conditions

42. Prior to certification of the plan of subdivision, a free drainage outfall is to be arranged to the satisfaction of the Responsible Authority and affected downstream property owner(s). Written acceptance from the downstream landowners must be provided.
43. Prior to the issue of a Statement of Compliance, each lot must be drained to the satisfaction of the Responsible Authority.

Engineering Fees

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

Non-use of Botanic Drive

46. Botanic Drive must not be used by vehicles associated with subdivision development works or future residential development. As far as practically possible to the satisfaction of the responsible authority, all vehicular access to the site related to subdivision development must be via 1160 Ballarto Road.

Environmental (Construction) Management Plans

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

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48. In preparation of the Site EMP, the applicant must use the environmental protection measures as set out in EPA's publication 480 "Environmental Management Guidelines for Major Construction Sites" unless it can be demonstrated that alternative techniques can fulfill the specified site requirements.
49. The Site EMP must outline vehicle access arrangements, including that vehicle access must not occur from Botanic Drive.
50. Construction and post-construction activities must be undertaken generally in accordance with the approved Site EMP to the satisfaction of the responsible authority.

Native Vegetation Removal and Provision of Offsets

51. Any:
- (a) Works carried out in respect of any subdivision;
 - (b) Construction of buildings and associated works; and
 - (c) Removal, lopping or destruction of native vegetation on the land as authorised by the Native Vegetation Precinct Plan (NVPP) applying to the land,
- must be carried out in accordance with all of the requirements set out in the incorporated NVPP applying to the land to the satisfaction of the responsible authority.
52. Only the native vegetation which is identified for removal in the incorporated NVPP or identified for removal on the endorsed tree retention and removal plan may be removed, lopped or destroyed without a further permit.
53. Before the removal, destruction or lopping of any native vegetation within any property (identified by the PSP Property Number on NVPP Map 1 of the Botanic Ridge NVPP) the owner of the land from which the native vegetation is being removed must, if required, provide offsets consistent with the incorporated NVPP by either:
- (a) providing an allocated credit extract issued by the Department of Environment, Land, Water and Planning; or
 - (b) Preparing and submitting an Offset Plan to the satisfaction of the Department of Environment, Land, Water and Planning and have the Offset Plan approved by responsible authority.
54. Where an Offset Plan is approved:
- (a) Before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on-title security for the Offset Site to the satisfaction of Department of Environment, Land, Water and Planning that provides for the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement; and

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- (b) Offsets must be initiated within 12 months of approval of the Offset Plan or before the removal of Very High Conservation Significance vegetation, whichever is earlier, and be implemented according to the schedule of works in the Offset Plan to the satisfaction of the responsible authority.

55. Before the removal, destruction or lopping of any native vegetation, native vegetation to be removed in accordance with this NVPP must be clearly marked on site to the satisfaction of the responsible authority whilst works are being undertaken within the vicinity.
56. Before felling of any trees with nest or hollows, the tree must be examined for fauna by a suitably qualified zoologist. If native fauna species are found, they must be salvaged and relocated where possible, to the nearest suitable habitat, in consultation with the Department of Environment, Land, Water and Planning.
57. Any construction stockpiles and machinery must be placed away from areas supporting native vegetation to be protected and drainage lines to the satisfaction of the responsible authority.
58. Prior to the commencement of any works during the construction phase, a highly visible vegetation protection fence must be erected around twice the canopy distance of each scattered tree and more than 2 metres from all other native vegetation which have been identified 'to be protected' in this NVPP unless otherwise agreed in writing by the Department of Environment, Land, Water and Planning and to the satisfaction of the Department of Environment, Land, Water and Planning and responsible authority.

Substation / Kiosk Sites

59. Utility service substation/kiosk sites must not be located on any land identified as drainage reserve, public open space or to be used for any Municipal purpose unless otherwise agreed in writing by the responsible authority.

Public Lighting

60. External lighting to streets public spaces must be baffled 'cut-off' style to minimise peripheral light spill.
61. Light fittings must be energy efficient and 'cut-off' type to minimise light spill and should meet Australian Standard AS 4282-1997 Control of the obtrusive effects of outdoor lighting.
62. Light fittings must emit white light.

Development Contributions

63. A Development Infrastructure Levy must be paid by the applicant to the Collecting Agency in accordance with the provisions of the approved Development Contributions Plan applying to the land after certification of the relevant plan of subdivision but not more than 21 days prior to the issue of a Statement of Compliance in respect of that plan under the *Subdivision Act 1988*.

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64. Where the subdivision is to be developed in stages the infrastructure levy for the stage to be developed only may be paid to the Collecting Agency within 21 days prior to the issue of a Statement of Compliance in respect of that stage, provided that a Schedule of Development Contributions is submitted with each stage of the plan of subdivision. This Schedule must show the amount of development contributions payable for each stage and value of the contributions in respect of prior stages to the satisfaction of the Collecting Agency.

Community Infrastructure Levy

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

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

Growth Areas Infrastructure Contribution

66. Before the issue of a Statement of Compliance for any plan of subdivision under this permit which proposes to vest land in Council, the owner must provide Council with written evidence from the State Revenue Office or Metropolitan Planning Authority which demonstrates that there will be no Growth Areas Infrastructure Contribution liability in respect of any land to be vested in Council on that plan, or alternatively evidence of payment of that Contribution to the satisfaction of the responsible authority must be provided prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.

Construction Work – Prior to Statement of Compliance

67. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the developer must construct in accordance with the approved engineering plans and to the satisfaction of the responsible authority:
- (a) Roads, including traffic management devices, kerb and channel, footpaths, shared foot/cycle paths, equestrian trails and vehicular crossings to each lot;
 - (b) Drainage and any water sensitive urban design features;
 - (c) Fibre optic conduits;
 - (d) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;
 - (e) Temporary turnaround areas;

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- (f) Lighting of roads and pedestrian / cycle paths designed and provided in accordance with Australian Standard 1158.1;
- (g) Intersection improvements and deceleration lanes to South Gippsland Highway as required by Vic Roads.

as shown on the approved construction plans.

- 68. The applicant must provide street number markers on the kerb in front of each lot to the satisfaction of the responsible authority.
- 69. The subdivision works must be carried out in a manner that is consistent with the recommendations set out in the approved stormwater management strategy submitted with the application to the satisfaction of the responsible authority.
- 70. The landscaping works shown on the approved plans for each stage must be carried out and completed or bonded to the satisfaction of the responsible authority, before the issue of a Statement of Compliance for each stage or by such later date as is approved by the responsible authority in writing.
- 71. The landscaping shown on the endorsed landscape plan must be maintained to the satisfaction of the responsible authority for a period of two summers from the practical completion of the landscaping including that any dead, diseased or damaged plants are to be replaced.
- 72. Land required for public open space as a local or district park, a conservation area, a defendable space or a tree reserve as set out in the Botanic Ridge Precinct Structure Plan or the Botanic Ridge Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Botanic Ridge Development Contributions Plan.
- 73. All filling on the site over 300mm must be carried out, supervised, completed and recorded in accordance with AS 3798 - 2007 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the responsible authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the responsible authority, compaction test results and a report shall be provided to the satisfaction of the responsible authority.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

- 74. 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

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- (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.

75. 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.

Environmental Management

76. All works must be carried out in a manner that does not:

- (a) Cause an unreasonable amount of dust to be carried onto nearby land; and
- (b) Adversely affect the drainage of adjacent land.

77. Appropriate sediment control measures must be undertaken during construction to ensure that the development site is adequately managed in such a way that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the stormwater drainage system.

78. All works must be undertaken in a manner that minimises soil erosion and adhere to Construction Techniques for Sediment Pollution Control, EPA 1991, and any exposed areas of soil must be stabilised to prevent soil erosion, to the satisfaction of the responsible authority.

79. All construction activities associated with the subdivision must be managed by the owner/developer so as to limit any inconvenience to existing residents in the vicinity of the works to the satisfaction of the responsible authority. The matters to be considered include but are not limited to site access, times of operation, dust, vibration, stormwater runoff etc.

80. The works must be managed so that the amenity of the area is not detrimentally affected, through the:

- (a) Transport of materials, goods or commodities to and from the land.
- (b) Appearance of any building, works or materials.
- (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

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81. All green waste generated from the clearing of land during the construction phase must be mulched or transported from the site as appropriate. Green waste must not be burnt on site.

Temporary Turning Areas

82. Any temporary turning areas on the land must be constructed in accordance with engineering construction plans approved by the responsible authority and maintained to the satisfaction of the responsible authority.
83. All works undertaken for the temporary turning areas must be removed and all affected road pavement, concrete works, nature strips and other land must be reinstated once temporary turnaround areas are not required to the satisfaction of the responsible authority. A bond may be required by the responsible authority to ensure satisfactory completion of reinstatement works.
84. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The signs must be removed after the temporary turning areas are removed.
85. Sale of lots affected by the temporary turnaround areas should be delayed until the road is reinstated.

Roads and Traffic

86. Streets must be named to the satisfaction of the responsible authority prior to the certification of the relevant Plan of Subdivision.
87. Unless otherwise agreed in writing by the responsible authority, access to each lot created must be provided via a sealed road.

Reticulated Services

88. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services including fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
89. Unless otherwise agreed by the responsible authority, ownership of any fibre optic conduits must vest in Council.
90. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.
91. Irrespective of whether the relevant water authority has entered into an agreement as contemplated, connection points for the third pipe are to be provided by the developer/landowner to all public open space at no cost to the relevant water authority or Council to facilitate irrigation of public open space using recycled water if it is to become available.

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92. All existing above ground electricity powerlines at or below 22 KV on the land must be removed and replaced underground before the issue of any Statement of Compliance or the final Statement of Compliance if the land is to be developed in stages.

Public Open Space and Reserves

93. Before the Statement of Compliance for any stage is issued under the Subdivision Act 1988, a public open space contribution of 4.21% as specified for the land in the Schedule to Clause 52.01 of the Casey Planning Scheme must be made to the responsible authority in a manner which is consistent with the Precinct Structure Plan applying to the land.
94. Before the Statement of Compliance for any stage is issued under the Subdivision Act 1988, unless the information is shown in an approved Public Infrastructure Plan, a schedule of public open space must be submitted to Council shown the amount provided for each stage together with the cumulative totals of any credit/balance in the amounts provided, to the satisfaction of the responsible authority.
95. Prior to the issue of a Statement of Compliance for any plan of subdivision under this permit that creates any public open space reserve, conservation area or defendable space the owner must finish the reserve to the following standard to the satisfaction of the Responsible Authority and prior to the transfer of the space to Council:
- (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.
 - (b) Cleared of rubbish and environmental weeds, levelled, topsoiled and grassed with warm climate grass (unless conservation reserve requirements dictate otherwise).
 - (c) Provision of water tapping, potable and recycled water connection points. Sewer and gas connection points must also be provided to land identified as an active reserve,
 - (d) Vehicles exclusion devices (fence, bollards or other suitable method) and maintenance access points.
96. Before the issue of Practical Completion for any landscape works required to be completed by the developer, the developer must provide to the Responsible Authority A-Spec digital documentation for open space assets in a format consistent with the street tree master plan and/or open space landscape master plan endorsed under this permit.

Final Construction Plans

97. Before the responsibility for the future care and maintenance of the works is transferred to Council, the developer must provide to the responsible authority:
- (a) Copies of the "as constructed" engineering roads and drainage drawings in the format of one A1 tracing per drawing.

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- (b) Survey enhanced “as constructed” GIS data for the drainage, fibre optic conduits, road and footpath information components of the subdivision, in accordance with the current version of D-Spec and R-Spec. Council’s preferred format for the submission of the graphical data is in “Map Info Native Format”. A secondary format is “Map Info MID/MIF” files. Grid Co-ordinates must be MGA zone 55 (GDA 94). Please refer to the A-Spec website (D-Spec and R-Spec) for further information: www.dspect.com.au
- (c) Sketches of the details of the permanent survey marks.

Title Office Plans

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

Vic Roads Conditions

99. Unless otherwise agreed in writing by VicRoads, prior to VicRoads consenting to the issue of a Statement of Compliance for any stage of the estate, the following intersection works must be completed to the satisfaction of VicRoads and the Responsible Authority and at no cost to VicRoads:
- (a) Left turn deceleration lane in accordance with Traffix Group drawing G15768A-02, Issue A, dated 4 December 2014
 - (b) Right turn storage and treatment in accordance with Traffix Group drawing G15768A-01, Issue A, dated 4 December 2014
100. Prior to the commencement of roadworks associated with the above works, the permit applicant must submit to VicRoads for approval, a public lighting plan and functional stage Road Safety Audit (RSA). The RSA must be undertaken by an independent VicRoads pre-qualified road safety auditor and be conducted in accordance with Austroads – Road Safety Audit (Second Edition, 2002) requirements. Any identified issues must be addressed to VicRoads’ satisfaction.
101. Subsequent to the approval of the functional stage RSA and public lighting plan, and prior to the commencement of any roadworks on South Gippsland Highway required by VicRoads, the applicant shall prepare detailed engineering plans of the temporary road works consistent with the approved functional layout to the satisfaction of VicRoads and the Responsible Authority.
102. No work must be commenced in, on, under or over the road reserve without having first obtained all necessary approvals under the Road Management Act 2004, the Road Safety Act 1986 and any other relevant acts or regulations created under those Acts.

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Ausnet Conditions

103. The applicant must:

- Enter into an agreement with Ausnet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
- Enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
- Enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by Ausnet Electricity Services Pty Ltd.
- Provide easements satisfactory to Ausnet Electricity Services Pty Ltd for the purpose of "Power Line" in favour of "Ausnet Electricity Services Pty Ltd" pursuant to Section 88 of the *Electricity Industry Act 2000*, where easements have not been otherwise provided, for all existing Ausnet Electricity Services Pty Ltd electric power lines and for any new power lines required to service lots on the endorsed plan and/or abutting land.
- Obtain for the use of Ausnet Electricity Services Pty Ltd any other easement required to service the lots.
- Adjust the position of any existing Ausnet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
- Set aside on the plan of subdivision Reserves for the use of Ausnet Electricity Services Pty Ltd for electric substations.
- Provide survey plans for any electric substations required by Ausnet Electricity Services Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. Ausnet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under section 88(2) of the *Transfer of Land Act 1958* prior to the registration of the plan of subdivision.
- Provide to Ausnet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by Ausnet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the *Electricity Safety Act 1998*.
- Ensure that all necessary auditing is completed to the satisfaction of Ausnet Electricity Services Pty Ltd to allow the new network assets to be safely connected to be safely connected to the distribution network.

PLANNING PERMIT

Permit No.	PlnA01023/15.A
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

Director of Public Transport Conditions

104. Prior to the issue of a Statement of Compliance for any subdivision all roads that are planned to accommodate a public transport route shown in the Botanic Ridge Precinct Structure Plan must be constructed in accordance with road cross sections detailed in the Botanic Ridge Precinct Structure Plan to the satisfaction of Public Transport Victoria.

Melbourne Water Conditions

105. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
106. Prior to certification of the plan of subdivision that would result in the creation of more than one third of the lots on the site or one third of the area of the site, investigation of the downstream outfalls east of Craig Road and any required works must be completed to the satisfaction of Melbourne Water and Council, unless otherwise agreed in writing by Melbourne Water and Council.
107. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
108. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
109. Prior to endorsement of the Estate Subdivision Plan and 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 Melbourne Water and Casey City Council. The strategy must demonstrate the following:
- (a) The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event.
 - (b) That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
 - (c) The details of the outfall/s for the development and calculates the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property.
 - (d) Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.
110. By compliance with Melbourne Water's Development Services Scheme, Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.

PLANNING PERMIT

Permit No.	PlnA01023/15.A
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

-
111. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
 112. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or proposed Melbourne Water waterway.
 113. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
 114. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
 115. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
 116. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
 117. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual.
 118. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
 119. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
 120. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
 121. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.

South East Water Conditions

122. The owner of the subject land must enter into an agreement with South East Water for the provision of potable water supply and fulfil all requirements to its satisfaction.
123. The owner of the subject land must enter into an agreement with South East Water for the provision of recycled water supply and fulfil all requirements to its satisfaction.

PLANNING PERMIT

Permit No. PInA01023/15.A
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

124. The owner of the subject land must enter into an agreement with South East Water for the provision of sewerage and fulfil all requirements to its satisfaction.
125. All lots on the plan of subdivision are to be provided with separate connections to our potable water supply, recycled water supply and sewerage systems.

Country Fire Authority Conditions

126. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* the following requirements must be met to the satisfaction of the CFA:
- (a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.
 - (b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.
 - (c) Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
 - (d) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.

APA Group

127. Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT. 2. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

Permit Expiry

128. This permit will expire if:
- (a) The subdivision is not started within **two (2) years** of the date of this permit; or
 - (b) The subdivision is not completed within **five (5) years** from the date of starting.

The starting of a subdivision is regarded by Section 68(3A) of the Act as the certification of a plan under Section 6 of the Subdivision Act 1988. Completion is regarded as registration of the subdivision.

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

PLANNING PERMIT

Permit No.	PlnA01023/15.A
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

NOTES:

- (i) The Cultural Heritage Management Plan applicable to the site (CHMP No. 10973) contains a number of complex requirements which must be adequately addressed prior to subdivision works beginning.
- (ii) Dependent on the recommendations of the groundwater report and environmental assessment to be submitted to Council, changes to the subdivision layout may be required.
- (iii) For further information with regard to the Telecommunications Conditions above, please refer to Advisory Note 49 – Telecommunications Services & Facilities in Subdivisions available from DEPI.
- (iv) The preparation of the detailed engineering design and the construction and completion of all work must be undertaken in a manner consistent with current VicRoads' policy, procedures and standards and at no cost to VicRoads. In order to meet VicRoads' requirements for these tasks the applicant will be required to comply with the requirements documented as "Standard Requirements – Externally Funded Projects" and any other requirements considered necessary depending on the nature of the work.
- (v) Legal Point of Discharge – Prior to the detailed drainage design a Legal Point of Discharge Certificate must be applied for from Council to obtain official information on where stormwater must discharge. Subject to records availability, the size, depth and offset of Council's infrastructure will be provided. The legal point of stormwater discharge for this property is in the south eastern corner of the property as shown in the Melbourne Water Developer Services Scheme (indicative only).
- (vi) Drainage Calculations – The drainage computations must be calculated in accordance with the guidance provided in Australian Rainfall and Runoff 2016.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

PLANNING PERMIT

Permit No. PInA01023/15.A
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief Description of Amendment	Name of Responsible Authority that approved the amendment
22 July 2016	This permit has been amended under Section 71 of the Planning and Environment Act 1987 to correct an administrative error as follows: <ul style="list-style-type: none">• Correcting Conditions 11, 12, 94 & 96.	City of Casey
08 July 2019	<ul style="list-style-type: none">• Preamble Amended• Conditions Reworded, Added and Renumbered	City of Casey

Applicant's Name & Address: Junction Village Unit Trust
C/- Urbis Pty Ltd
L 12 120 Collins St
MELBOURNE VIC 3000

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

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

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

WHEN DOES A PERMIT BEGIN?

A Permit operates:

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


WHEN DOES A PERMIT EXPIRE?

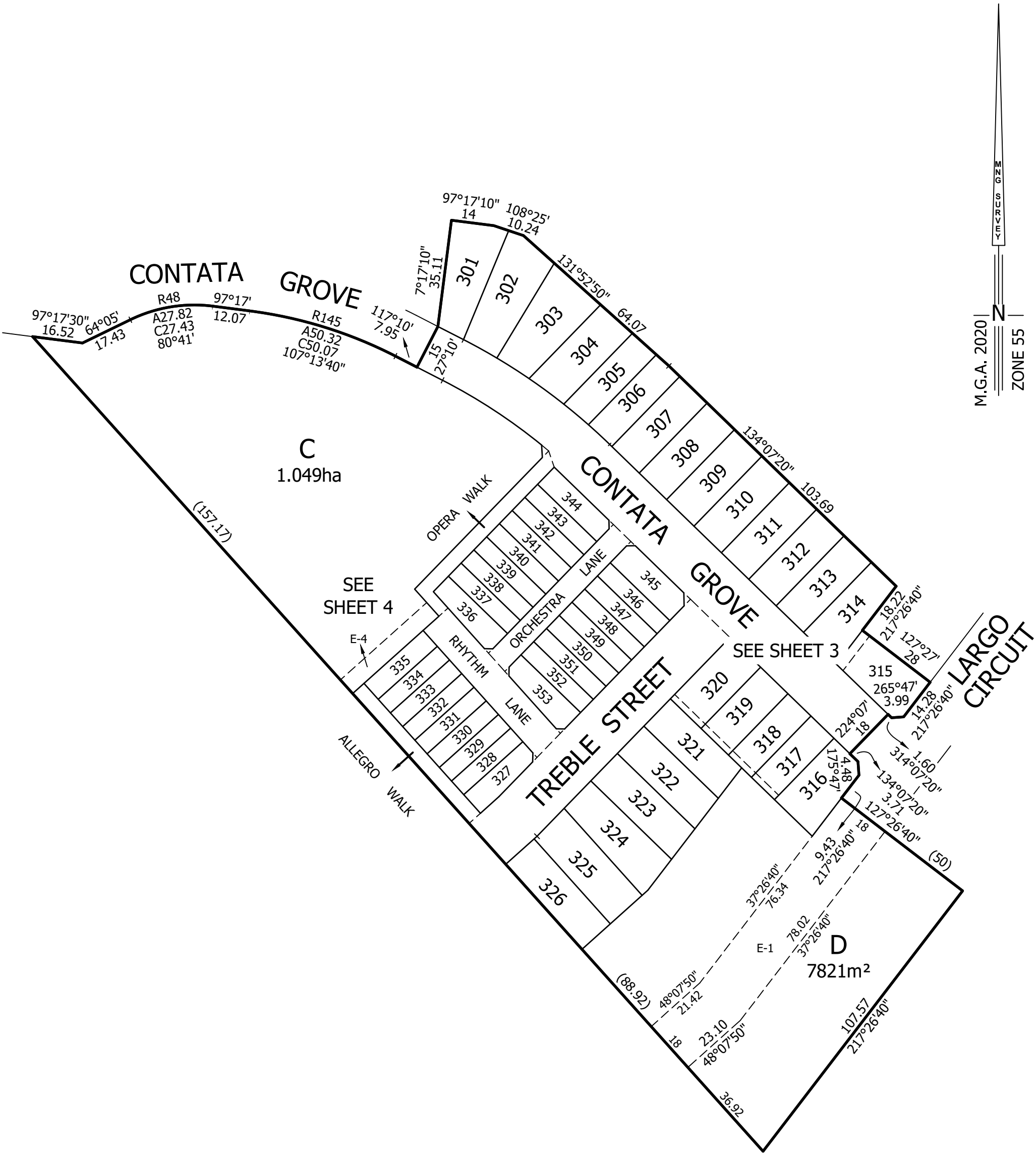
1. A permit for the development of land expires if:-
 - the development or at any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivisions Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if:-
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:-
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

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

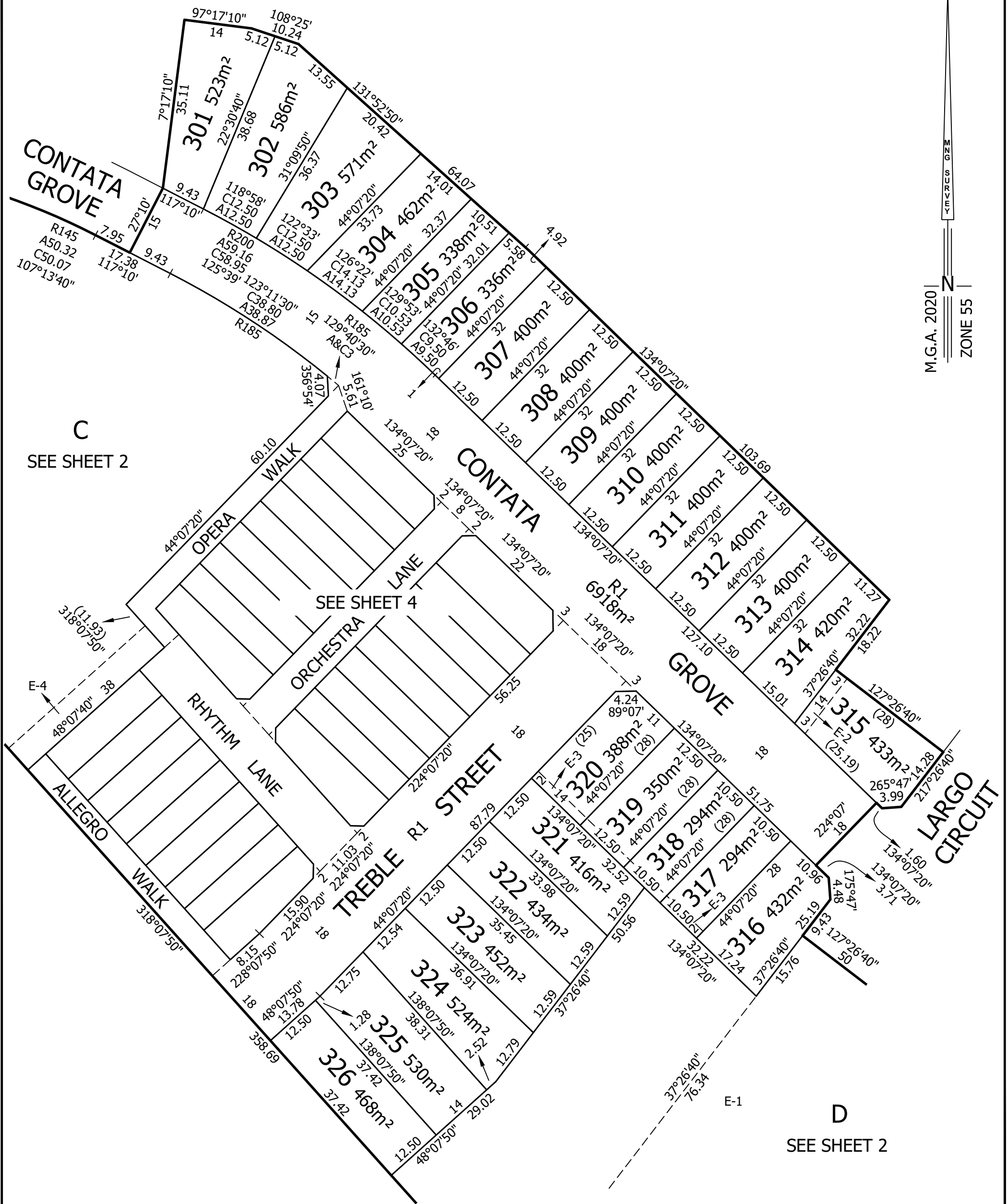
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sheet 30 of 30

PLAN OF SUBDIVISION				LV USE ONLY EDITION		PLAN NUMBER PS 828308E	
<div>LOCATION OF LAND</div> <div>PARISH: SHERWOOD</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: 21^A, 21^C, 21^D & 21^E (PARTS)</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCES: Vol. Fol.</div> <div>LAST PLAN REFERENCE/S: LOT B ON PS 821076M</div> <div>POSTAL ADDRESS: 1160 BALLARTO ROAD (At time of subdivision) JUNCTION VILLAGE, VIC. 3977</div> <div>MGA2020 Co-ordinates (of approx centre of land in plan) E 350 030 N 5 778 090 ZONE 55</div>				<div>COUNCIL NAME: CITY OF CASEY</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</div> <div>FOR RESTRICTION A AFFECTING 301 TO 353 (BOTH INCLUSIVE) SEE SHEET 5</div> <div>FOR RESTRICTION B AFFECTING LOTS 317, 318 AND 345 TO 353 (BOTH INCLUSIVE) SEE SHEET 5</div> <div>FOR RESTRICTION C AFFECTING LOTS 327 TO 344 (BOTH INCLUSIVE) SEE SHEET 5</div>			
ROAD R1		CITY OF CASEY					
NOTATIONS				<div>OTHER PURPOSE OF THIS PLAN:</div> <div>REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT SHOWN AS E-3 IN PS 821076M AS AFFECTS CONTATA GROVE ON THIS PLAN.</div> <div>GROUND(S) FOR REMOVAL:</div> <div>BY AGREEMENT OF ALL INTERESTED PARTIES PURSUANT TO SECTION 6 (k) (iv) OF THE SUBDIVISION ACT 1988</div>			
<div>DEPTH LIMITATION DOES NOT APPLY</div> <div>STAGING This is/is not a staged subdivision. Planning permit No. PLN A01023/15</div> <div>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</div> <div>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): CRANBOURNE PM168, 169, SHERWOOD PM 102</div> <div>In Proclaimed Survey Area No. PSA 52</div> <div>OCTAVE 3 2.263ha</div> <div>53 LOTS</div>							
EASEMENT INFORMATION							
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1	SEWERAGE	SEE PLAN	PS 821076M	SOUTH EAST WATER CORPORATION			
E-2	DRAINAGE	SEE PLAN	PS 821076M	CITY OF CASEY			
E-2	SEWERAGE	SEE PLAN	PS 821076M	SOUTH EAST WATER CORPORATION			
E-3	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF CASEY			
E-4	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE PLAN	THIS PLAN - SEC. 136 WATER ACT 1989	SOUTH EAST WATER CORPORATION			
E-4	SUPPLY OF RECYCLED WATER THROUGH UNDERGROUND PIPES	SEE PLAN	THIS PLAN - SEC. 136 WATER ACT 1989	SOUTH EAST WATER CORPORATION			
E-4	SUPPLY OF GAS	SEE PLAN	THIS PLAN	AUSTRALIAN GAS NETWORKS			
80012PS-025E.DWG			SURVEYOR REF: 80012ps-025d			ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
<div><div>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au</div></div>			MATTHEW DUNN			VERSION 4	



PLAN OF SUBDIVISION

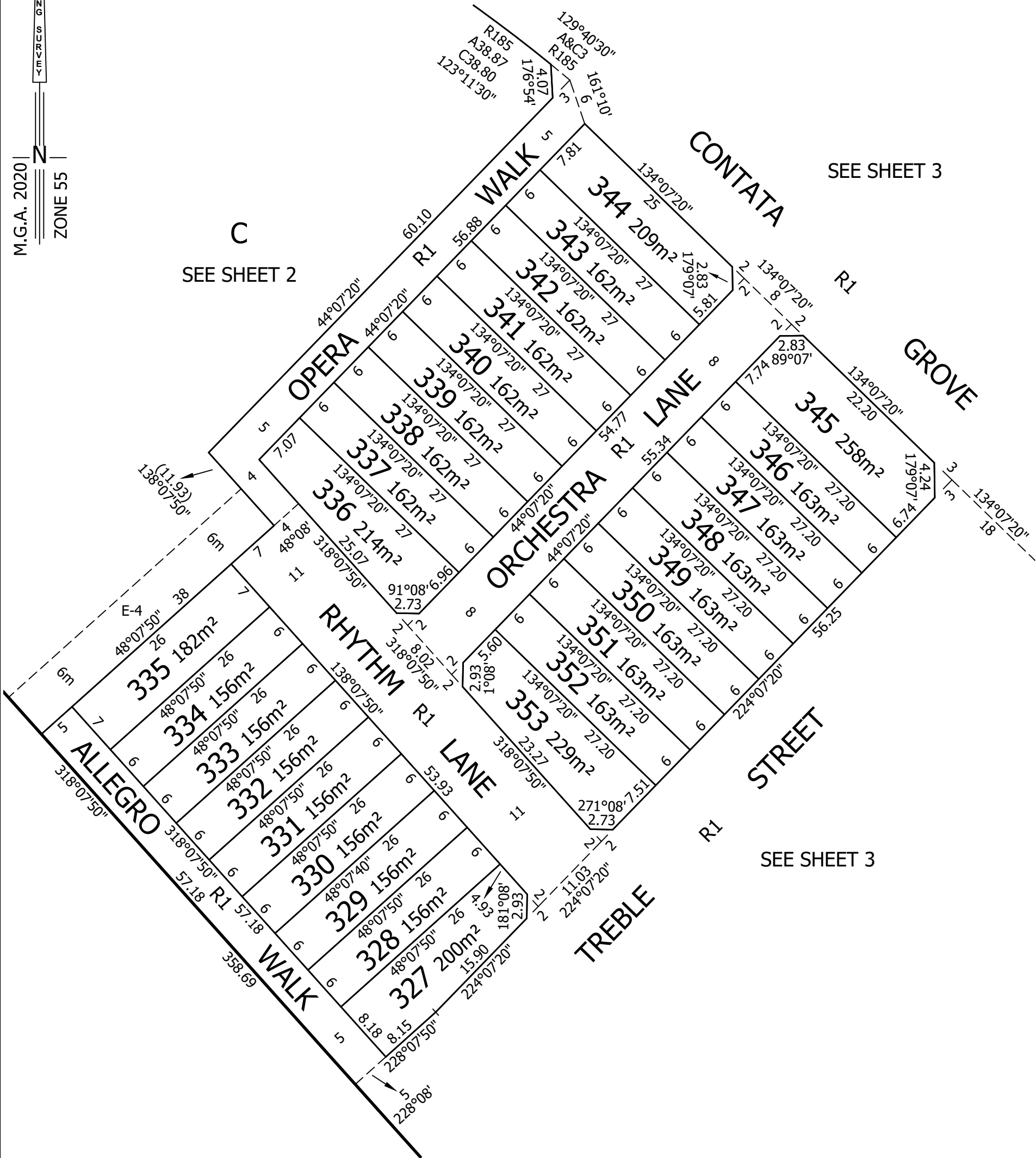
PLAN NUMBER
PS 828308E



PLAN OF SUBDIVISION

PLAN NUMBER
PS 828308E

M.G.A. 2020 | **N** |
MNG SURVEY
ZONE 55



PLAN OF SUBDIVISION

PLAN NUMBER
PS 828308E

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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 benefit & to be burdened
Lots 301 to 353 (both inclusive)

Description of Restriction

Except with the written consent of the 'Octave at the Junction Village' assessment panel, the burdened lot shall not:

- (1) Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the design guidelines endorsed by City of Casey under Town Planning Permit No. PlnA01023/15 as amended from time to time. A copy of the design guidelines is available on the *Project Website* and within the Contract of Sale.
- (2) Construct or allow to be constructed any building or structure on the lot prior to 'Octave at Junction Village' design assessment panel or such other entity as may be nominated by 'Octave at Village Junction' design assessment panel from time to time have given its written approval to the plans and documentation prior to the commencement of works.

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2030.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

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.

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land	Burdened Land	Benefited Land
317	316, 318	349	348, 350
318	317, 319, 321	350	349, 351
345	346	351	350, 352
346	345, 347	352	351, 353
347	346, 348	353	352
348	347, 349		

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table a lot subject to the "Small Lot Housing Code (Type A)" must not build or permit to be built or remain on the lot any building or structure that has been constructed in accordance with the "Small Lot Housing Code (Type A)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created.

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.

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land	Burdened Land	Benefited Land
327	328	336	337
328	327, 329	337	336, 338
329	328, 330	338	337, 339
330	329, 331	339	338, 340
331	330, 332	340	339, 341
332	331, 333	341	340, 342
333	332, 334	342	341, 343
334	333, 335	343	342, 344
335	334	344	343


Description of Restriction

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

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.

PLAN OF SUBDIVISION				LV USE ONLY EDITION		PLAN NUMBER PS 838330F	
LOCATION OF LAND				COUNCIL NAME: CITY OF CASEY			
PARISH: SHERWOOD							
TOWNSHIP: -							
SECTION: -							
CROWN ALLOTMENT: 21D, 21E & 21F (PARTS)							
CROWN PORTION: -							
TITLE REFERENCES: Vol. 8322 Fol. 627, Vol. 8322 Fol. 628 Vol. Fol. Vol. Fol.							
LAST PLAN REFERENCE/S: LOT 3 ON LP 54277, LOT 4 ON LP 54277, LOT C ON PS828308E & LOT D ON PS828308E							
POSTAL ADDRESS: BOTANIC DRIVE (At time of subdivision) JUNCTION VILLAGE, VIC. 3977							
MGA2020 Co-ordinates E 349 850 (of approx centre of N 5 777 960 land in plan) ZONE 55							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOTS A TO D AND 1 TO 400 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION A AFFECTING LOTS 401 TO 472 (BOTH INCLUSIVE) SEE SHEET 10 FOR RESTRICTION B AFFECTING LOTS 402, 403, 410 TO 412, 442 TO 449, 463 AND 464 (ALL INCLUSIVE) SEE SHEET 10 FOR RESTRICTION C AFFECTING LOTS 421 TO 429 (BOTH INCLUSIVE) SEE SHEET 10 FOR RESTRICTION D AFFECTING LOTS 430 TO 440 (BOTH INCLUSIVE) SEE SHEET 10 OTHER PURPOSE OF THIS PLAN: (i) REMOVAL OF PART OF SEWERAGE AND WATER PURPOSES EASEMENT SHOWN AS E-2 IN INST. _____ AS AFFECTS RIVERWOOD DRIVE ON THIS PLAN. (ii) REMOVAL OF DRAINAGE, SEWERAGE AND WATER PURPOSES EASEMENT SHOWN AS E-3 IN INST. _____ AS AFFECTS RIVERWOOD DRIVE ON THIS PLAN. (iii) REMOVAL OF SEWERAGE EASEMENT SHOWN AS E-1 IN PS828308E AS AFFECTS LARGO CIRCUIT ON THIS PLAN. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES PURSUANT TO SECTION 6 (k) (iii) OF THE SUBDIVISION ACT 1988			
ROAD R1		CITY OF CASEY					
RESERVE No.1		CITY OF CASEY					
RESERVE No.2		CITY OF CASEY					
RESERVE No.3		CITY OF CASEY					
RESERVE No.4		CITY OF CASEY					
RESERVE No.5		CITY OF CASEY					
RESERVE No.6		AUSNET ELECTRICITY SERVICES PTY LTD					
RESERVE No.7		AUSNET ELECTRICITY SERVICES PTY LTD					
NOTATIONS							
DEPTH LIMITATION: DOES NOT APPLY							
STAGING: THIS IS/IS NOT STAGED SUBDIVISION.							
PLANNING PERMIT No. PLN A01023/15							
SURVEY: THIS PLAN IS/IS NOT BASED ON SURVEY.							
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): CRANBOURNE PM168, SHERWOOD PM 102							
In Proclaimed Survey Area No. PSA 52							
OCTAVE - 4							
11.01ha				72 LOTS			
EASEMENT INFORMATION							
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
		SEE	SHEET 2 FOR EASEMENT	DETAILS			
80012PS-038D.DWG			SURVEYOR REF: 80012ps-038d		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 10
 <div>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au</div>			MATTHEW DUNN		VERSION 2		

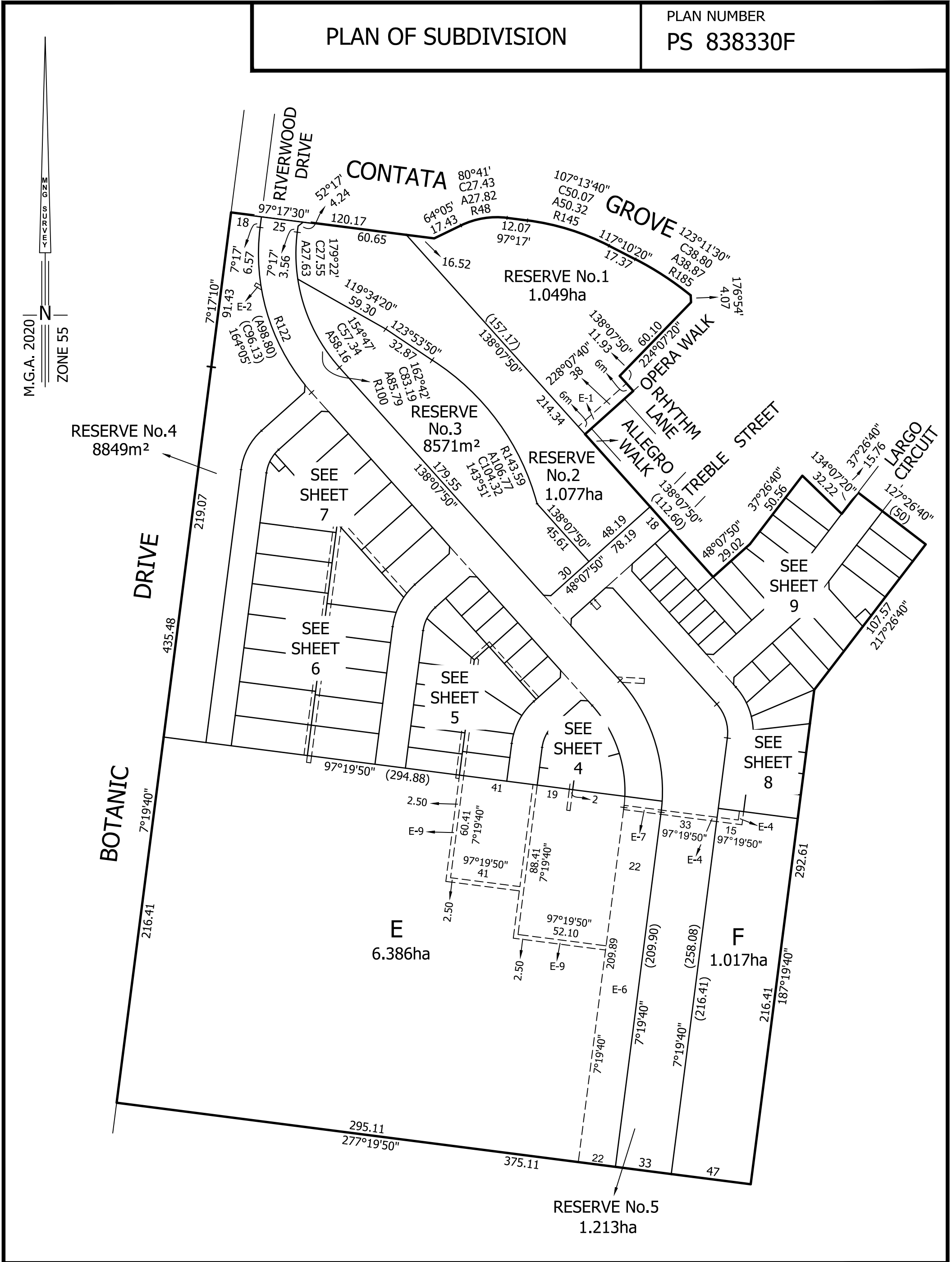
PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE PLAN	PS 828308E - SEC. 136 WATER ACT 1989	SOUTH EAST WATER CORPORATION
E-1	SUPPLY OF RECYCLED WATER THROUGH UNDERGROUND PIPES	SEE PLAN	PS 828308E- SEC. 136 WATER ACT 1989	SOUTH EAST WATER CORPORATION
E-1	SUPPLY OF GAS	SEE PLAN	PS 828308E	AUSTRALIAN GAS NETWORKS
E-2	DRAINAGE	SEE PLAN	INST. --	CITY OF CASEY AND MELBOURNE WATER
E-3	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-4	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-5	WATER	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-6	WATER	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-6	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-7	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-7	WATER	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-7	SEWERAGE	SEE PLAN	INST. --	SOUTH EAST WATER CORPORATION
E-8	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF CASEY
E-8	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-9	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-10	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF CASEY

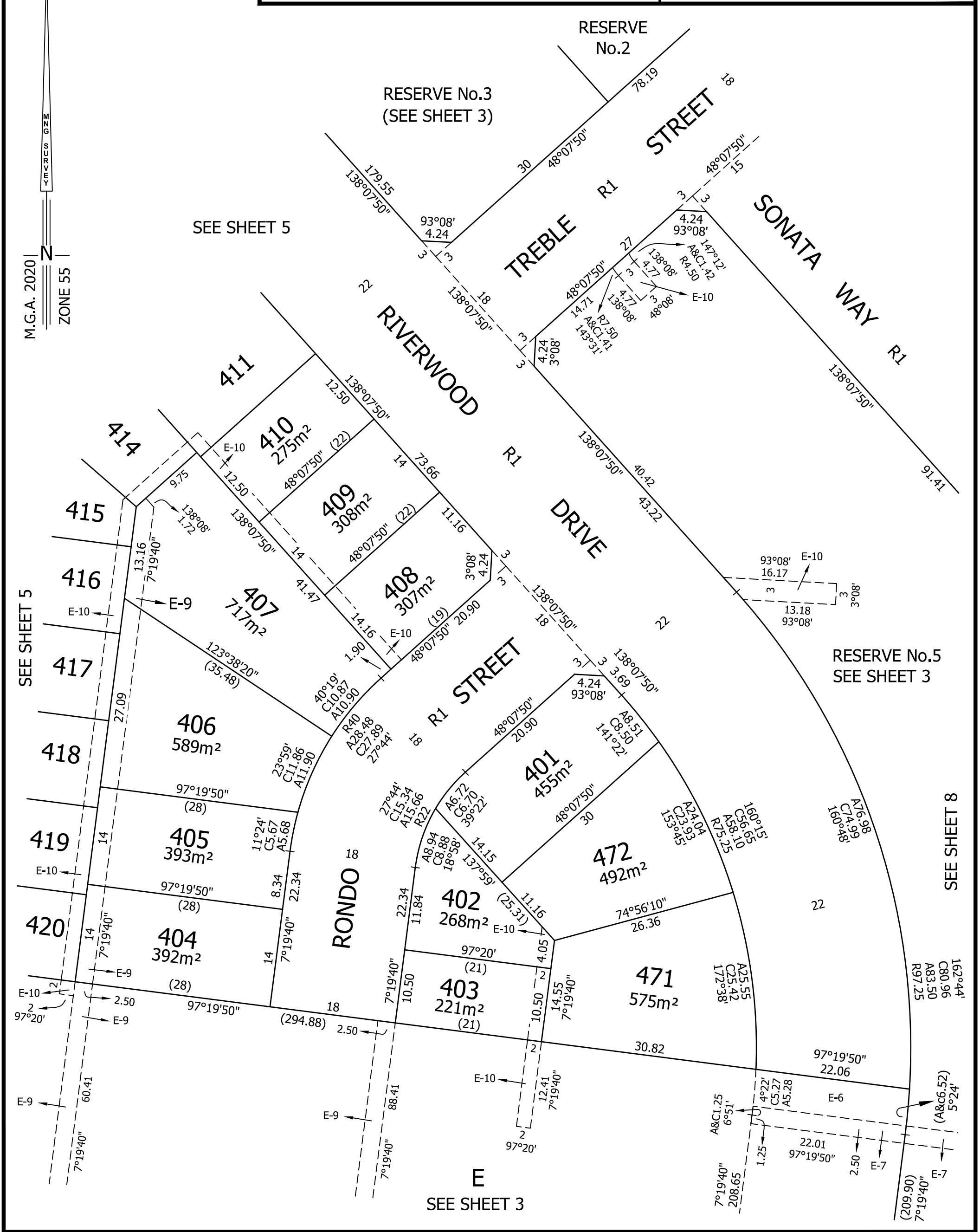
PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F



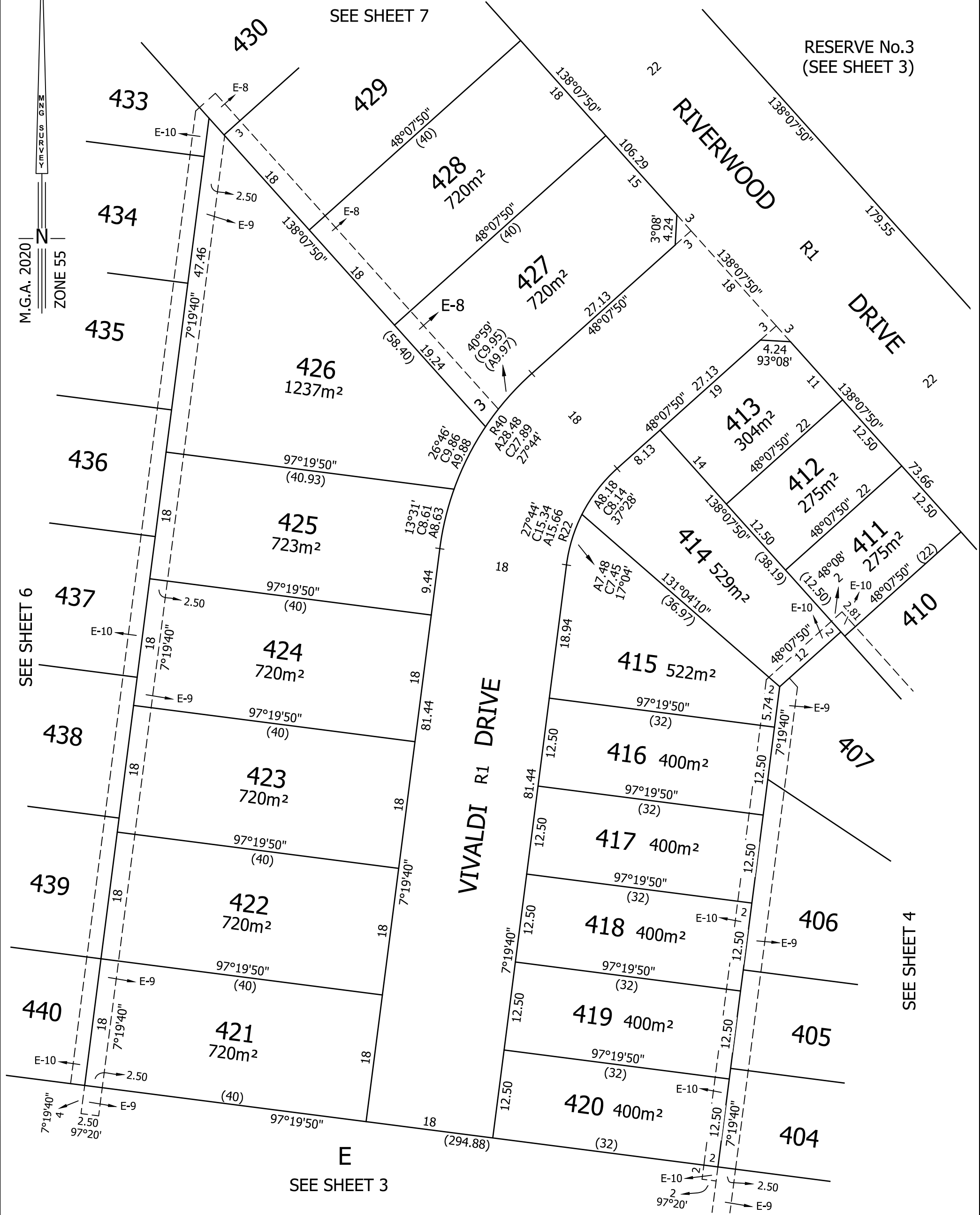
PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F

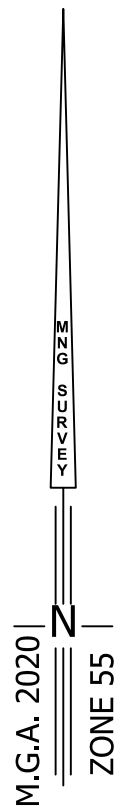


PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F



PLAN NUMBER
PS 838330F



PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F

SEE SHEET 3

RESERVE No.2

RESERVE No.3

SEE SHEET 3

RESERVE No.4
SEE SHEET 3

PARKWAY

RIVERWOOD

DRIVE

SYMPHONY

434

433
1055m²

431
800m²

432
807m²

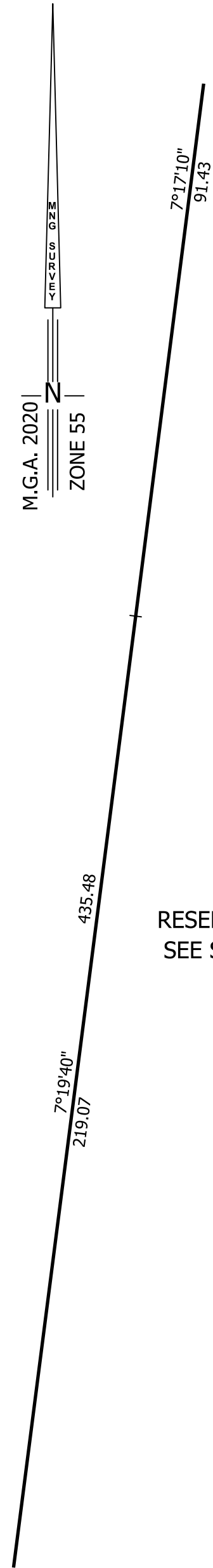
430
720m²

429
720m²

428

426

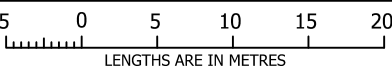
SEE SHEET 6



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80012PS-038D.DWG

SCALE
1:500



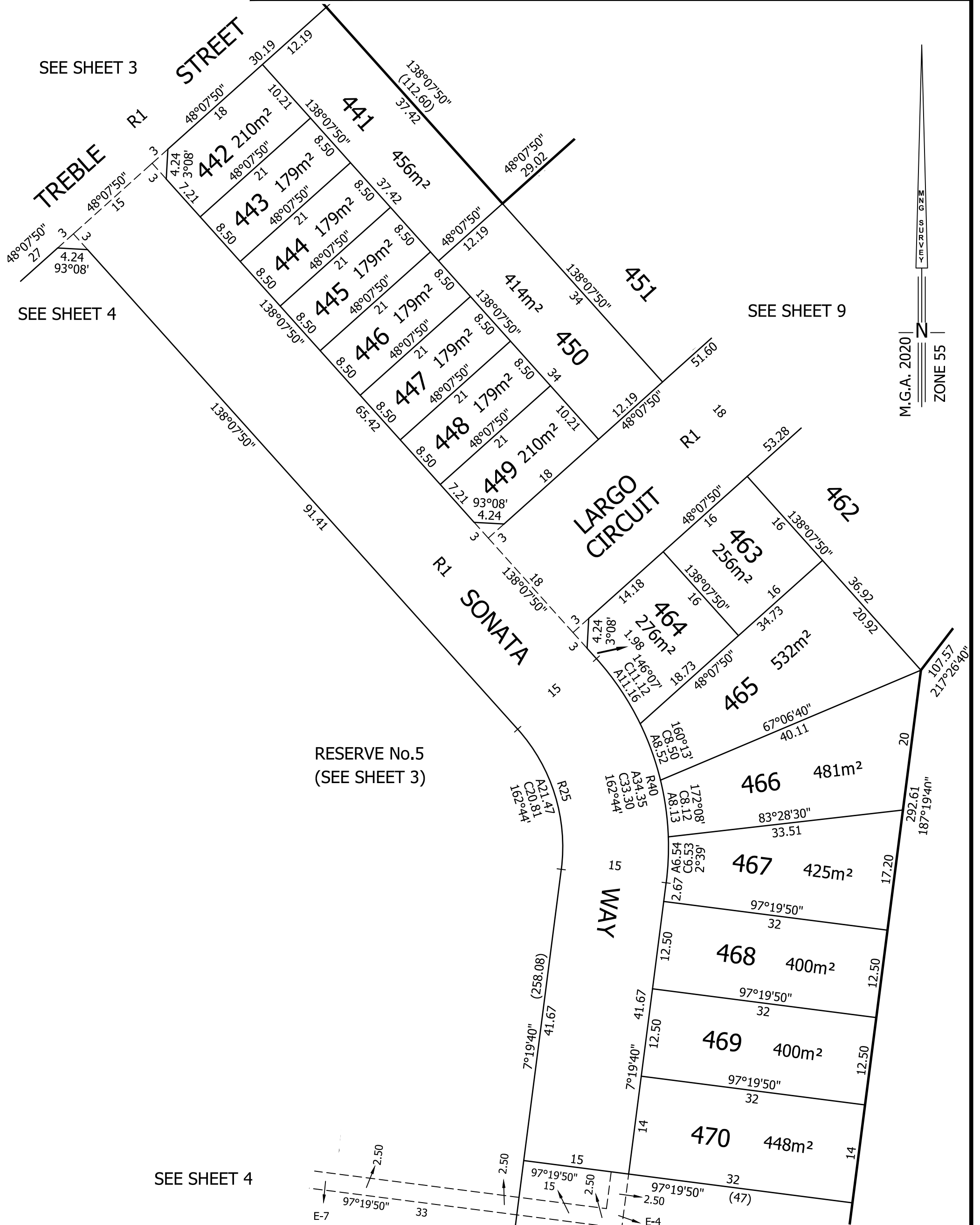
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SIZE: A3

SHEET 7

MATTHEW DUNN

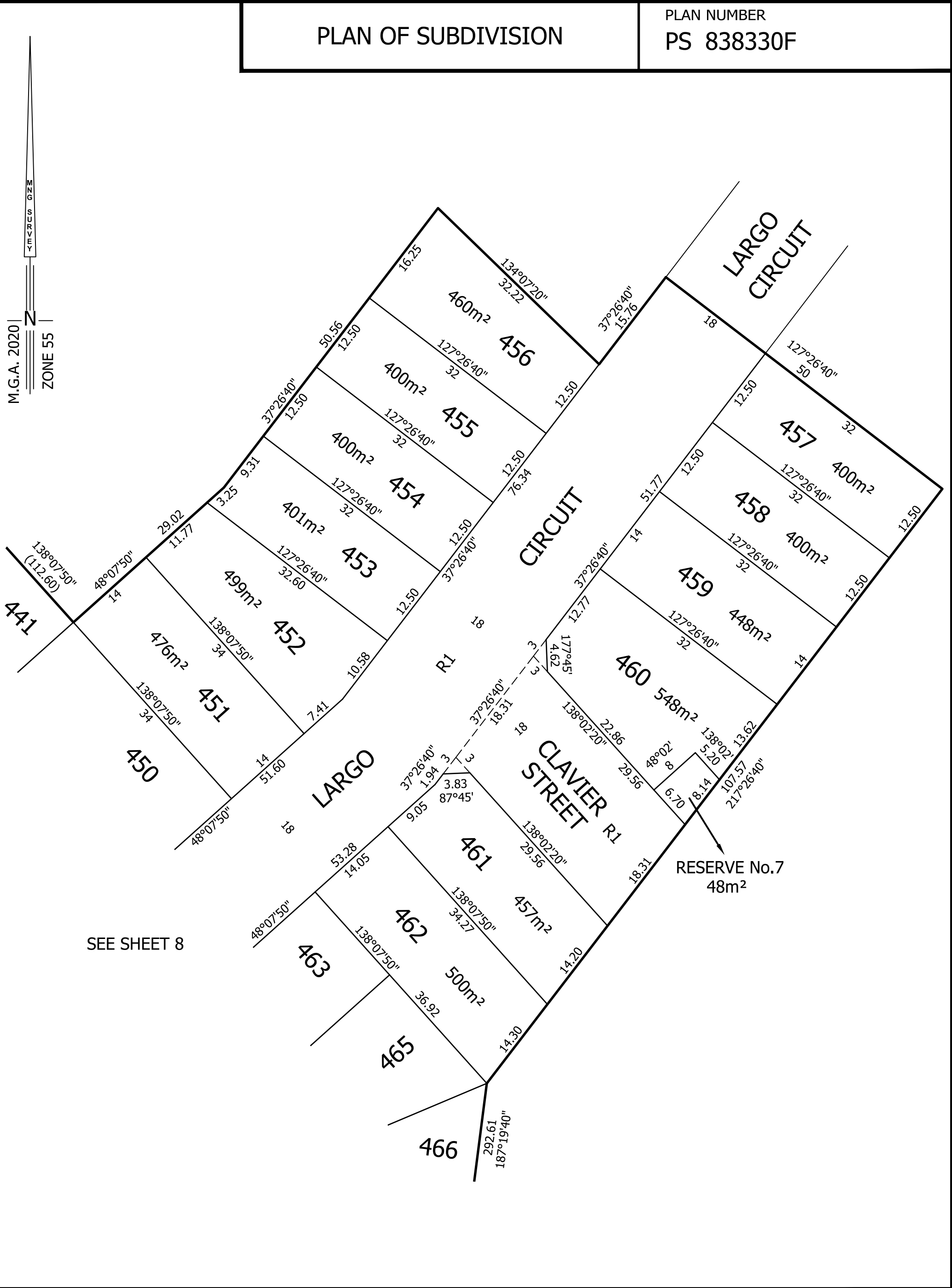
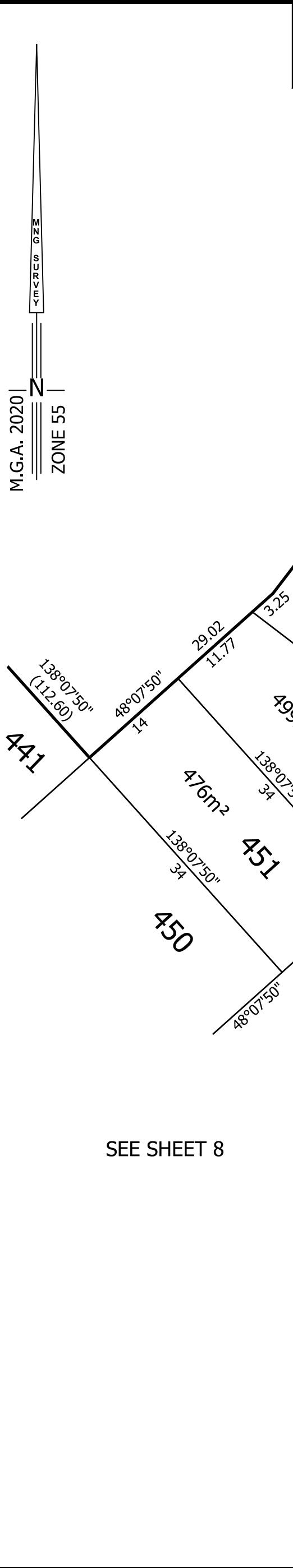
VERSION 2

PLAN NUMBER
PS 838330F



PLAN OF SUBDIVISION

PLAN NUMBER
PS 838330F



SEE SHEET 8

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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 benefit & to be burdened
Lots 401 to 472 (both inclusive)

Description of Restriction

Except with the written consent of the 'Octave at the Junction Village' assessment panel, the burdened lot shall not:

- (1) Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the design guidelines endorsed by City of Casey under Town Planning Permit No. PInA01023/15 as amended from time to time. A copy of the design guidelines is available on the *Project Website* and within the Contract of Sale.
- (2) Construct or allow to be constructed any building or structure on the lot prior to 'Octave at Junction Village' design assessment panel or such other entity as may be nominated by 'Octave at Village Junction' design assessment panel from time to time have given its written approval to the plans and documentation prior to the commencement of works.

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2031.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

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.

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
402	401, 403, 471, 472
403	402, 471
410	407, 409, 411
411	407, 410, 412, 414
412	411, 413, 414

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
442	441, 443
443	441, 442, 444
444	441, 443, 445
445	441, 444, 446
446	441, 445, 447, 450

Table of Land Burdened and Land Benefited

Burdened Land	Benefited Land
447	446, 448, 450
448	447, 449, 450
449	448, 450
463	462, 464, 465
464	463, 465

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table a lot subject to the "Small Lot Housing Code (Type A)" must not build or permit to be built or remain on the lot any building or structure that has been constructed in accordance with the "Small Lot Housing Code (Type A)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2031.

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created. 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 benefited : Lots 401 to 472 (both inclusive) on the Plan of Subdivision
Land to be burdened: Lots 421 to 429 (both inclusive) on the Plan of Subdivision

Description of Restriction

Except with the written consent of the City of Casey, the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not :

- (1) Construct any structure that does not comply with BAL 12.5 Construction Standards as identified in the Bushfire Management Overlay Schedule 1 under the City of Casey Planning Scheme, as amended from time to time.
- (2) Construct any dwelling which does not simultaneously have a non-combustible static water supply for fire fighting purposes installed and operational containing a minimum of :
 - i. 2,000 litres where the area of the Lot is less than 500 square metres; or
 - ii. 5,000 litres where the area of the Lot is 500 square metres or greater.

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is created. 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 benefited : Lots 401 to 472 (both inclusive) on the Plan of Subdivision
Land to be burdened: Lots 430 to 440 (both inclusive) on the Plan of Subdivision

Description of Restriction

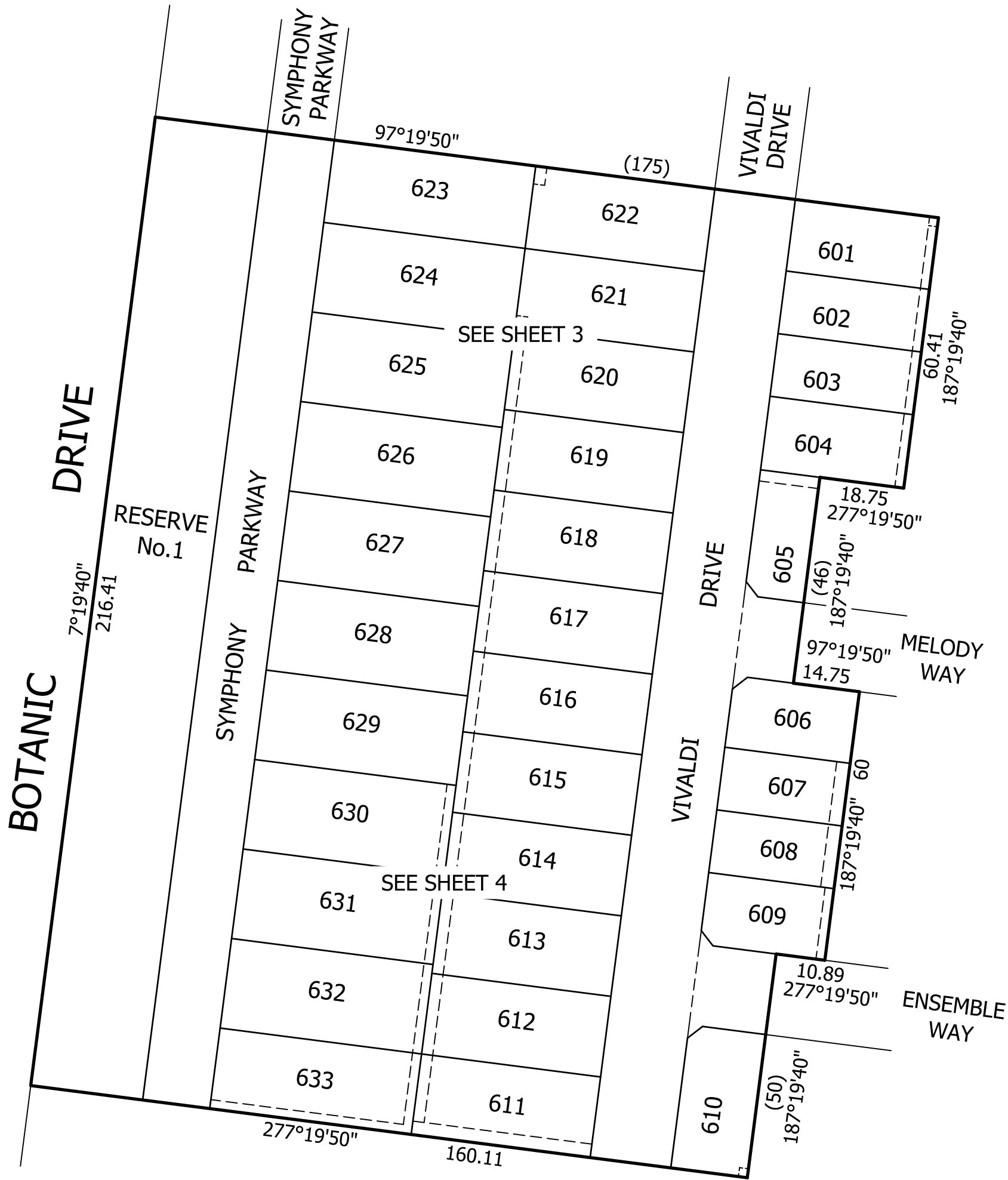
Except with the written consent of the City of Casey, the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not :

- Construct any structure that does not comply with BAL 19 Construction Standards as identified in the Bushfire Management Overlay Schedule 1 under the City of Casey Planning Scheme, as amended from time to time. Construct any dwelling which does not simultaneously have a non-combustible static water supply for fire fighting purposes installed and operational containing a minimum of :
 - ii. 2,000 litres where the area of the Lot is less than 500 square metres; or
 - ii. 5,000 litres where the area of the Lot is 500 square metres or greater.

PLAN OF SUBDIVISION			LV USE ONLY EDITION	PLAN NUMBER PS 845138G	
LOCATION OF LAND			COUNCIL NAME: CITY OF CASEY		
PARISH: SHERWOOD					
TOWNSHIP: -					
SECTION: -					
CROWN ALLOTMENT: 21D, 21E & 21F (PARTS)					
CROWN PORTION: -					
TITLE REFERENCES: Vol. Fol.					
LAST PLAN REFERENCE/S: LOT G ON PS 845137J					
POSTAL ADDRESS: (At time of subdivision)			BOTANIC DRIVE JUNCTION VILLAGE, VIC. 3977		
MGA2020 Co-ordinates (of approx centre of land in plan)			E 349 790 N 5 777 770 ZONE 55		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 600 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION A AFFECTING LOTS 601 TO 633 (BOTH INCLUSIVE) SEE SHEET 5 FOR RESTRICTION B AFFECTING LOTS 611 TO 622 (BOTH INCLUSIVE) SEE SHEET 5 FOR RESTRICTION C AFFECTING LOTS 623 TO 633 (BOTH INCLUSIVE) SEE SHEET 5 <u>OTHER PURPOSE OF THIS PLAN:</u> (i) REMOVAL OF PART OF SEWERAGE EASEMENT SHOWN AS E-3 IN PS 845137J AS AFFECTS VIVALDI DRIVE ON THIS PLAN. <u>GROUND FOR REMOVAL:</u> BY AGREEMENT OF ALL INTERESTED PARTIES PURSUANT TO SECTION 6 (k) (iii) OF THE SUBDIVISION ACT 1988		
ROAD R1 RESERVE No.1	CITY OF CASEY CITY OF CASEY				
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY					
STAGING: THIS IS/IS NOT STAGED SUBDIVISION.					
PLANNING PERMIT No. PLN A01023/15					
SURVEY: THIS PLAN IS/IS NOT BASED ON SURVEY.					
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): CRANBOURNE PM168, SHERWOOD PM 102					
In Proclaimed Survey Area No. PSA 52					
OCTAVE - 6 3.603ha					
33 LOTS					
EASEMENT INFORMATION					
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	SEWERAGE	SEE PLAN	PS 838330F	SOUTH EAST WATER CORPORATION	
E-2	DRAINAGE	SEE PLAN	PS 838330F	CITY OF CASEY	
E-3	SEWERAGE	2.50	PS 845137J	SOUTH EAST WATER CORPORATION	
E-4	DRAINAGE	2	PS 845137J	CITY OF CASEY	
E-5	SEWERAGE	3	PS 845137J	SOUTH EAST WATER CORPORATION	
E-5	DRAINAGE	3	PS 845137J	CITY OF CASEY	
E-6	DRAINAGE	2	THIS PLAN	CITY OF CASEY	
E-7	SEWERAGE	2.50	THIS PLAN	SOUTH EAST WATER CORPORATION	
E-8	DRAINAGE	3	THIS PLAN	CITY OF CASEY	
E-8	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER CORPORATION	
80012PS-062A.DWG			SURVEYOR REF: 80012ps-062a		ORIGINAL SHEET SIZE: A3
MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au			MATTHEW DUNN		VERSION 1
					SHEET 1 OF 5

PLAN OF SUBDIVISION

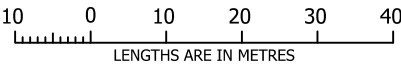
PLAN NUMBER
PS 845138G



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SCALE
1:1000



MATTHEW DUNN

VERSION 1

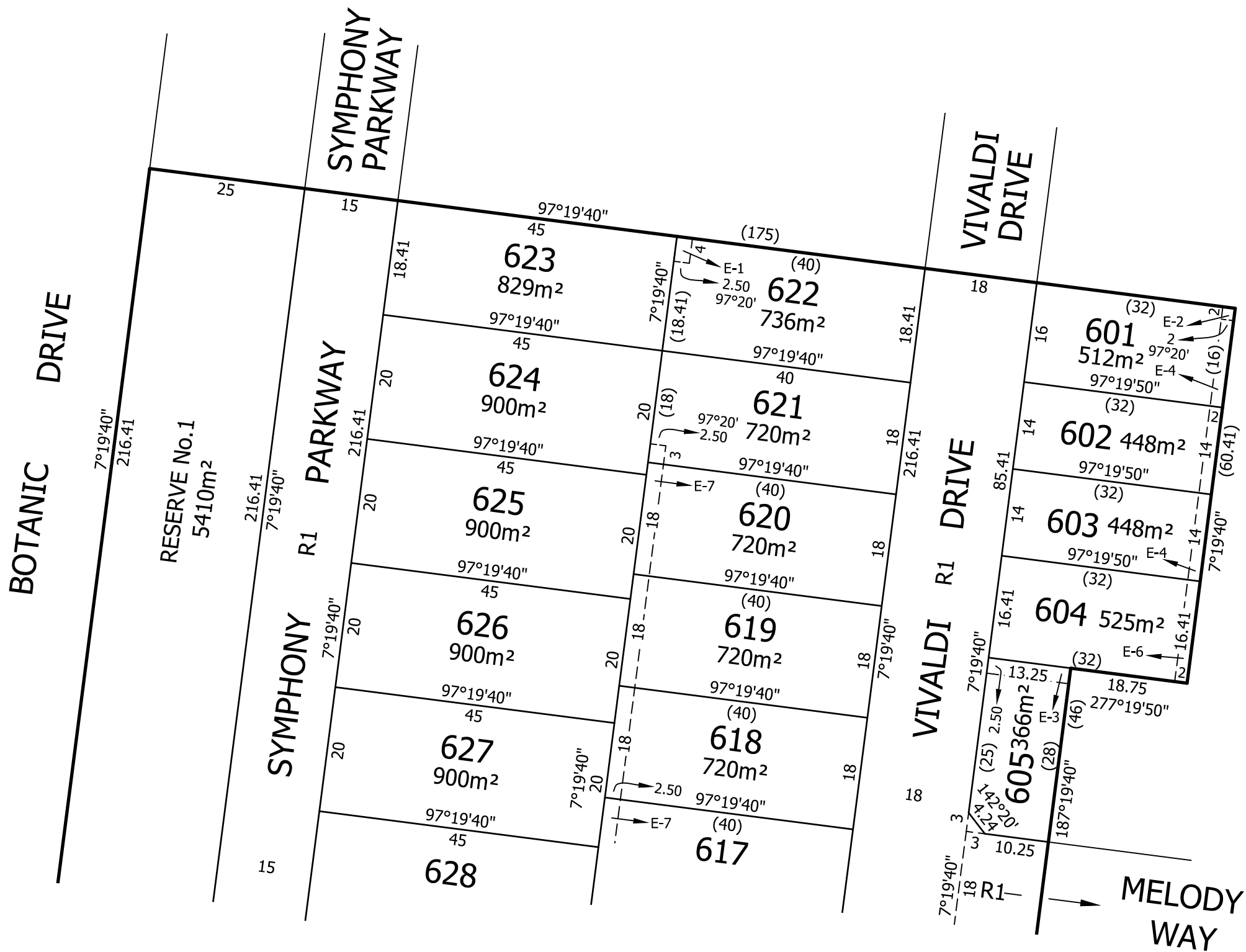
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SHEET 2

PLAN OF SUBDIVISION

PLAN NUMBER
PS 845138G

M.G.A. 2020 |  MGS SURVEY | ZONE 55



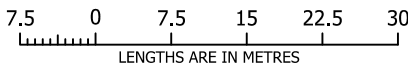
SEE SHEET 4



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SCALE
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ORIGINAL SHEET
SIZE A3

SHEET 3

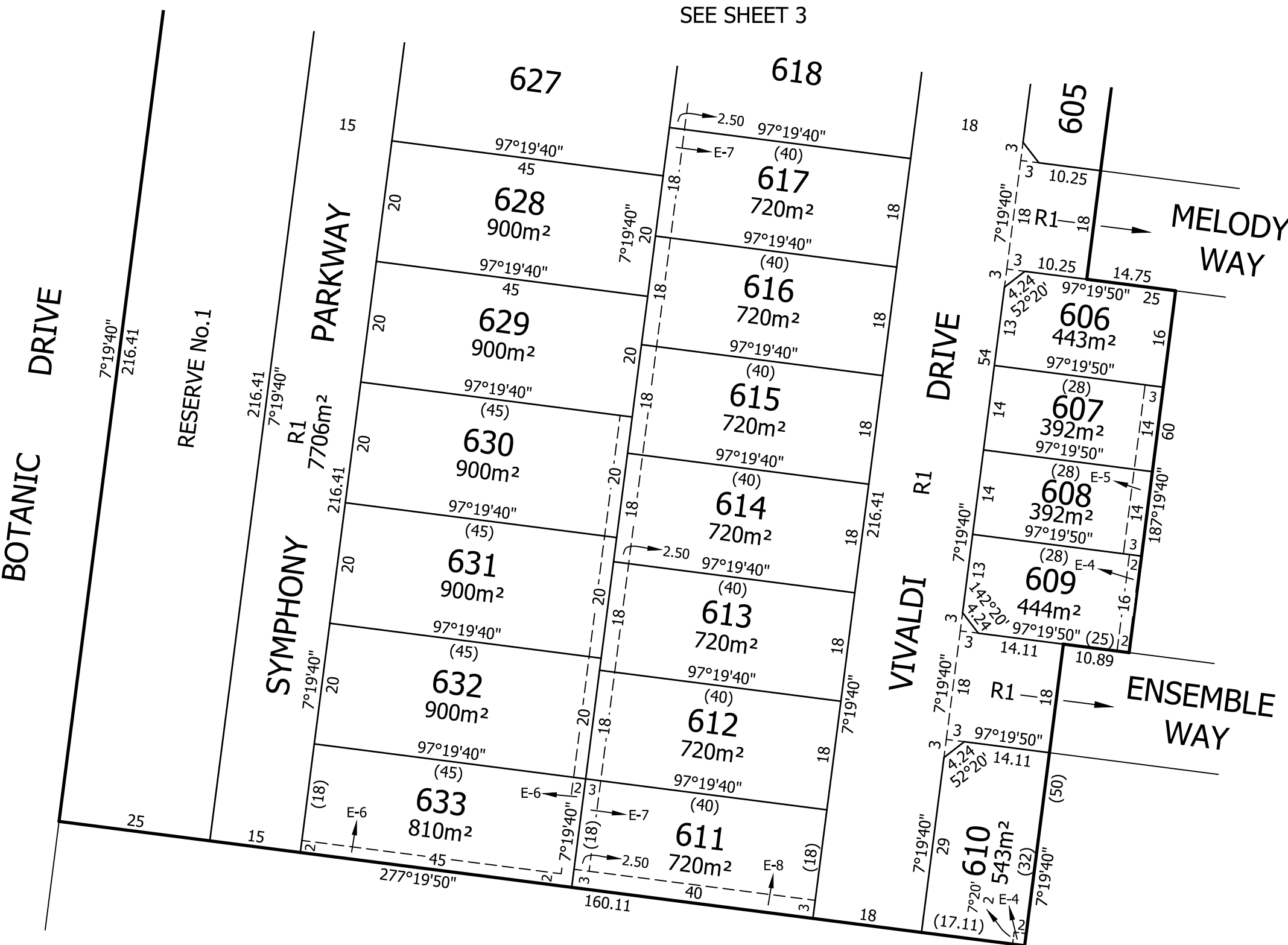
MATTHEW DUNN

VERSION 1

PLAN OF SUBDIVISION

PLAN NUMBER
PS 845138G

SEE SHEET 3



M.G.A. 2020

M G N
S U R V E Y

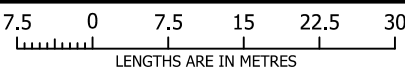
ZONE 55



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SCALE
1:750



ORIGINAL SHEET
SIZE A3

SHEET 4

MATTHEW DUNN

VERSION 1

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

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 benefit & to be burdened
Lots 601 to 633 (both inclusive)

Description of Restriction

Except with the written consent of the 'Octave at the Junction Village' assessment panel, the burdened lot shall not:

- (1) Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the design guidelines endorsed by City of Casey under Town Planning Permit No. PlnA01023/15 as amended from time to time. A copy of the design guidelines is available on the *Project Website* and within the Contract of Sale.
- (2) Construct or allow to be constructed any building or structure on the lot prior to 'Octave at Junction Village' design assessment panel or such other entity as may be nominated by 'Octave at Village Junction' design assessment panel from time to time have given its written approval to the plans and documentation prior to the commencement of works.

Expiry
This restriction ceases to have effect following after either:
(i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
(ii) 30th June 2030.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created. 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 benefited : Lots 601 to 633 (both inclusive) on the Plan of Subdivision
Land to be burdened: Lots 611 to 622 (both inclusive) on the Plan of Subdivision

Description of Restriction

Except with the written consent of the City of Casey, the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not :

- 1. Construct any structure that does not comply with BAL 12.5 Construction Standards as identified in the Bushfire Management Overlay Schedule 1 under the City of Casey Planning Scheme, as amended from time to time.
- 2. Construct any dwelling which does not simultaneously have a non-combustible static water supply for fire fighting purposes installed and operational containing a minimum of :
 - i. 2,000 litres where the area of the Lot is less than 500 square metres; or
 - ii. 5,000 litres where the area of the Lot is 500 square metres or greater.

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created. 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 benefited : Lots 601 to 633 (both inclusive) on the Plan of Subdivision
Land to be burdened: Lots 623 to 633 (both inclusive) on the Plan of Subdivision

Description of Restriction

Except with the written consent of the City of Casey, the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not :

- 1. Construct any structure that does not comply with BAL 19 Construction Standards as identified in the Bushfire Management Overlay Schedule 1 under the City of Casey Planning Scheme, as amended from time to time.
- 2. Construct any dwelling which does not simultaneously have a non-combustible static water supply for fire fighting purposes installed and operational containing a minimum of :
 - i. 2,000 litres where the area of the Lot is less than 500 square metres; or
 - ii. 5,000 litres where the area of the Lot is 500 square metres or greater.