

SMITHS LANE

CLYDE NORTH

CONTRACT OF SALE

DESIGNED WITH YOU
DELIVERED
BY MIRVAC



Maddocks

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Smiths Lane, Clyde North Stage 27 Residential Contract of Sale

Property: 70S Smiths Lane, Clyde North, Victoria 3978

Lot: on PS919013T

Mirvac McCormacks Road Pty Ltd
ACN 643 366 518

and

Supalai Australia Holdings Pty Ltd
ACN 602 237 150

Contract Version	1
Date Issued	June 2024

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ON THIS PAGE ARE CORRECT

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: 70S Smiths Lane, Clyde North, 3978

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

The terms of this contract are contained in the -

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

and 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

purchaser name	print name of person signing	state nature of authority if applicable	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 attorney for Mirvac McCormacks Road Pty Ltd ACN 643 366 518 under power of attorney dated 10 June 2022 and as attorney for Supalai Australia Holdings Pty Ltd ACN 602 237 150 under power of attorney dated 10 June 2022

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

Particulars of Sale

VENDOR'S ESTATE AGENT

Name:	Mirvac Real Estate Pty Ltd ABN 65 003 342 452		
Address:	Level 8, 1 Southbank Boulevard, Southbank VIC 3006		
Telephone	0466 497 844	Fax:	
Email:	jack.law@mirvac.com and emma.nelson@mirvac.com		

VENDOR

Name and Address: Mirvac McCormacks Road Pty Ltd ACN 643 366 518 of Level 8, 1 Southbank Boulevard, VIC 3006

Supalai Australia Holdings Pty Ltd ACN 602 237 150 c/- Gersh Investments Partners Ltd of Level 2, 650 Chapel Street, South Yarra VIC 3141

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Maddocks (Ref. NFH:EH:9037980.113)
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria 3000 DX: 259 Melbourne
 Telephone: 03 03 9258 3668 Fax: 03 9258 3666
 Email: emily.herrmann@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 27, 70S Smiths Lane, Clyde North, Victoria 3978

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. PS919013T (**Plan**) being part of the land contained in certificate of title volume 12550 folio 815 and includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (List or attach schedule)

Nil.

PAYMENT (general condition 11)

Price	<input type="text"/>	\$	inclusive of GST
Deposit	<input type="text"/>	\$	by <input type="text"/> (of which <input type="text"/> \$ <input type="text"/> has been paid)
Balance	<input type="text"/>	\$	payable at settlement

GST (general condition 13)

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

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

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

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SETTLEMENT

Is due on the date which is 14 calendar days after the Vendor gives written notice to the Purchaser of Registration of the Plan.

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:

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

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Particulars of Sale - Schedule 1

FIRB – PURCHASER’S STATUS DECLARATION (special condition 5)

The Purchaser declares that it is a:

Non-Australian Resident

Australian Resident

ELECTRONIC EXCHANGE (special condition 57)

This box is ticked if the parties are proceeding with electronic contracts and electronic signatures

FURTHER 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 –

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;
3. all existing restrictive covenants;
4. the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act* 1987 under condition 15 and 16 of the Planning Permit and such an agreement whether or not required by the conditions of the Planning Permit;
5. Design Guidelines;
6. requirements of any Planning Permit affecting the Property;
7. Plan Restrictions;
8. Building Envelope (if applicable);
9. Additional Restrictions; and
10. all other encumbrances disclosed or contemplated by this Contract.

Contract of Sale of Real Estate – General Conditions

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Contract of Sale of Real Estate - General Conditions

Section A. 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;
- (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 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives:~~

- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted,

if the security interest is registered in the Personal Property Securities Register.

- 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 sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(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.
- 7.8 The vendor is not obliged to ensure that the purchaser receives a release from the secured party releasing the security interest in respect of the property on or at settlement, unless the purchaser advises the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, the vendor may, by agreement between the parties, delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released. If agreement is not reached, settlement must proceed on the Settlement Date and the Vendor agrees to provide the release from the secured party to the Purchaser as soon as reasonably practicable after settlement.
- 7.10 If settlement is delayed under general condition 7.9, 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.
- 7.11 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. 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) provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land ~~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 3.00 p.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.

11. Payment

11.1 The purchaser must pay the deposit to the vendor's legal practitioner.

- ~~(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 Bank ~~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~~ six 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 a farming business and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or~~
- ~~(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.~~

~~13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.~~

~~13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.~~

~~13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':~~

- ~~(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 unless the vendor notifies the purchaser otherwise.~~

~~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 (other than tax payable under the *Land Tax Act 2005* (Vic)), 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; or

(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;
- (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
- (e) by email.

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.

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.~~

If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public 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,
- (c) at the purchaser's expense and deliver it to the vendor together with the executed contract.

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 settlement Date, ~~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 or better 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

25.1 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.

25.2 The purchaser acknowledges that 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 in connection with the Development;
- (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.

26. Interest

Interest at a rate of 6.2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (b) 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
 - (c) 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.
- 28.6 Unless the price includes GST, the reference to 'the price' in this general condition 28 refers to the price plus any GST payable on the price.

Section B. Definitions, Interpretation and 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 agreement under section 173 of the *Planning & Environment Act 1987* including any agreement required under the Planning Permit), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are described in Special Conditions 7.1 and 20.3 and 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.

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

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any lot on the Plan and includes an approval from the Design Review Panel under Special Condition 39.

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 payable by the Purchaser.

Bank means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign bank,

on the list, current on the day of sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

Building Envelope means the envelope identified on the Building Envelope Plan.

Building Envelope Plan means the Smiths Lane Mirvac Building Envelopes plan contained in Annexure G, as varied from time to time.

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

Chattels are the goods, if any, sold as part of the Property under this Contract.

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.

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

Default Notice has the meaning given in Special Condition 43.1.1.

Deposit means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

Design Guidelines means the design, development and use controls for all Lots on the Plan as amended from time to time by the Design Review Panel for the purposes of achieving the expressly stated objectives of the guidelines which will be generally in accordance with the design guidelines, a copy of which is set out in Annexure C, as varied from time to time.

Design Review Panel means a panel appointed by the Vendor for the purposes of assessing compliance by lot owners with the Design Guidelines.

Development means the Site and any surrounding land to be developed by the Vendor in stages, including without limitation the land contained in the Parent Title.

Development Infrastructure means development infrastructure and amenities that may (or may not) form part of the Development including without limitation infrastructure contemplated by the Precinct Structure Plan such as arterial and other roads, interchanges, intersections, roundabouts, turning lanes, overpasses, noise barriers, telecommunication towers and associated equipment, town centre, libraries, bus stations, schools, health facilities, child care facilities, other community facilities, drainage corridors, conservation reserve, transmission easement embellishment, supermarkets, bicycle paths, walking trails, wetlands, parks and active open spaces and associated facilities and any applicable infrastructure contributions plan or neighbouring infrastructure.

Display Village means the display village intended to be situated over Lots on the Plan nominated by the Vendor.

Dwelling means a permanent dwelling for residential purposes.

FIRB means the Foreign Investment Review Board.

General Conditions are the conditions set out in this Contract.

Growth Area Infrastructure Contribution means the growth areas infrastructure contribution payable under Part 9B of the *Planning and Environment Act 1987 (Vic)*.

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* 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.

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 liability of standards of conduct or concerning any such substance or material.

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.

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

- (a) the party assigns any of its property for the benefit of creditors or any class of them;
- (b) the party's interest in or under this Contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;
- (c) an encumbrancee takes any step towards taking possession or takes possession of any assets of the party or exercises any power of sale;
- (d) the party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (e) any security interest becomes enforceable or is enforced against the party;
- (f) a distress, attachment or other execution is levied or enforced against the party in excess of \$50,000;
- (g) the party has a judgment or order given against it in an amount exceeding \$50,000 (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;
- (h) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;
- (j) an order is made that the party be wound up;
- (k) an order is made appointing a liquidator or a provisional liquidator of the party;
- (l) the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;
- (m) an order is made or a resolution is passed for the party to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;
- (n) the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (o) a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the party is appointed;
- (p) the party is or makes a statement from which it may be reasonably deduced by the other party that the party is the subject of an event described in section 459C(2) of the *Corporations Act 2001*; or

- (q) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Land means the land sold by the Vendor to the Purchaser pursuant to this Contract.

Landscaper means the landscaper engaged by the Vendor to undertake the Landscaping Works.

Landscaping Package means any one of the four designs for the Landscaping Works, being the Contemporary Cottage Garden, Native Garden, Kitchen Garden and Resilient Garden as set out in the Vendor's Landscaping Package Terms and Conditions, as amended from time to time.

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 or as otherwise available at the website www.nbnco.com.au as amended from time to time.

NBN Network Infrastructure means any network infrastructure of the national broadband network from time to time.

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

Outgoings means all rates, taxes (other than tax payable under the *Land Tax Act 2005* (Vic) and tax payable under a notice of assessment issued on or before the Day of Sale in respect of a liability arising under the *Windfall Gains Tax Act 2021* (Vic)), assessments, fees and other outgoing and includes levies, fire insurance premiums, 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 certificate of title volume 12545 folio 072.

Plan means proposed Plan of Subdivision number PS919013T, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plans and any restriction noted on the plan.

Planning Permit means planning permit no. PInA00038/19, PInA00824/19 and PA21-0407 and any other planning permit from time to time authorising the Vendor's proposed use and development of all or part of the land comprised in the Plan (as amended from time to time) and includes any variation, replacement or amendment thereto.

Plan Restrictions means any restrictive covenants or other restrictions noted on the Plan or the Building Envelope which will be created upon Registration of the Plan.

Planning Scheme means Casey Planning Scheme.

Precinct Structure Plan means the Cardinia Creek South Precinct Structure Plan as amended from time to time, and as made available on the website for the Victorian Planning Authority and its successor body from time to time.

Pre-works means the works which must be completed by the Purchaser to accommodate an irrigation system, front path treatment and the general construction items in accordance with the Design Guidelines.

Price means the price specified in the 'Payment' section of the particulars of sale.

Privacy Statement means the privacy statement set out in Annexure E.

Property means the property sold pursuant to this Contract. The terms Land, Lot and 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 and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme, the Planning Permit, the Design Guidelines and Precinct Structure Plan.

Purchaser Rights means:

- (a) claiming compensation;
- (b) rescinding, terminating or purporting to rescind or terminate;
- (c) calling the Vendor to amend title or bear any cost of doing so;
- (d) delaying settlement;
- (e) avoiding any of its obligations; and
- (f) making any requisitions, objections or Claims,

under this Contract.

Registered or Registration means registration of the Plan by the Registrar under the *Subdivision Act 1988* (Vic).

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.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Remedy Period has the meaning given in Special Condition 43.1.1.

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.

Retained Rights means any rights of the Purchaser under the Sale of Land Act or any other applicable law, which cannot be excluded by the Vendor under this Contract.

Section 173 Agreement means an agreement pursuant to section 173 of the *Planning and Environment Act 1987* (Vic).

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

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

Settlement Date means the date on which the Balance must be paid.

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

Special Conditions means these Special Conditions.

Staged Development means the Development effected in stages.

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'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 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 has or intends or is otherwise required to complete on the Land to construct a Dwelling under this Contract.

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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable, and the validity and enforceability of the remaining provisions of the Contract will not be affected.
- 1.7 If it is not possible to read down a provision as required in Special Condition 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

2. Priority

- 2.1 The Purchaser and the Vendor agree that:
 - 2.1.1 the General Conditions are reproduced in this Contract with amendments to the General Conditions being depicted by strike-throughs if they are deletions and underlining if they are additions;
 - 2.1.2 if there is any conflict arising between the Plan Restrictions, the Special Conditions, the Design Guidelines and the General Conditions, the ranking in priority will be as follows:
 - (a) first the Plan Restrictions;
 - (b) second these Special Conditions;
 - (c) third the General Conditions; and
 - (d) fourth the Design Guidelines.
 - 2.1.3 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:
 - (a) first the Additional Special Conditions;
 - (b) second, these special conditions; and
 - (c) third, the General Conditions.

3. Commercial Interests

- 3.1 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 3.2, are reasonably necessary to protect the Vendor's legitimate interests by:

- 3.1.1 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;
 - 3.1.2 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, availability of finance on reasonable terms or other matters.
- 3.2 Without limiting the operation of Special Condition 3.1, the parties agree that the following conditions of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in Special Condition 3.1:
- 3.2.1 Special Condition 5 (Foreign Investment approval);
 - 3.2.2 Special Condition 6.3 (Registration of Plan);
 - 3.2.3 Special Condition 7 (Amendments to Plan);
 - 3.2.4 Special Condition 9 (Vendor's right to terminate);
 - 3.2.5 Special Condition 10 (Staged Development);
 - 3.2.6 Special Condition 11 (Recreational Facilities);
 - 3.2.7 Special Condition 13 (Vendor may conduct activities);
 - 3.2.8 Special Condition 15 (Additional Construction);
 - 3.2.9 Special Condition 20.3 (Additional Restrictions);
 - 3.2.10 Special Condition 24 (Restriction on re-sale after settlement);
 - 3.2.11 Special Condition 26 (Circumstances where nomination permitted)
 - 3.2.12 Special Condition 27 (Requirements for nomination);
 - 3.2.13 Special Condition 29 (Transfer of Property from Vendor to New Vendor);
 - 3.2.14 Special Condition 39 (Design Guidelines);
 - 3.2.15 Special Condition 42 (Works to be carried out by the Purchaser);
 - 3.2.16 Special Condition 43 (Vendor's option to buy-back); and
 - 3.2.17 Special Condition 46 (No Display Home).

Section C. Deposit and FIRB

4. Deposit

- 4.1 The Deposit monies paid or payable under this Contract 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 trust account until the Registration of the Plan.
- 4.2 The Vendor and the Purchaser authorise the Vendor's solicitor to invest the Deposit and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.

- 4.3 Upon Registration of the Plan, the Deposit will be held or invested by the Vendor's solicitor upon the terms set out in this Special Condition as stakeholder for the parties.
- 4.4 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 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.
- 4.5 If the Purchaser breaches Special Condition 4.4, and this Contract subsequently comes to an end such that the Purchaser 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 will be payable to the Purchaser.
- 4.6 The Purchaser and the Vendor must not make any Claim on the Vendor's solicitor for any matter arising out of this Special Condition 4 except where the Purchaser is entitled to exercise any Retained Rights.

5. Foreign investment approval

5.1 Definitions

In this Special Condition 5:

- 5.1.1 **Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (www.firb.gov.au) from time to time;
- 5.1.2 **Cut Off Date** means the date which is 40 days after the day of sale, as may be extended under this Special Condition 5;
- 5.1.3 **FIRB Approval** means a no objection notification, made by or on behalf of the Treasurer under the Act and stating that the Commonwealth Government does not object to the transactions contemplated by this Contract, either unconditionally or subject to conditions;
- 5.1.4 **Loss** means all losses (including loss of profit, loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill) and damage to reputation), claims, liabilities, damages, costs, charges and expenses (including tax) of any nature; and
- 5.1.5 **Treasurer** means the Treasurer of the Commonwealth of Australia.

5.2 Application of Special Condition

- 5.2.1 If the "Purchaser's FIRB Declaration" section of the Particulars of Sale is marked "Australian Resident" then Special Condition 5.3 applies.
- 5.2.2 If the "Purchaser's FIRB Declaration" section of the Particulars of Sale is marked "Non-Australian Resident" then Special Condition 5.4 applies.

5.3 Purchaser's FIRB Declaration – Australian Resident

- 5.3.1 The Purchaser warrants at the day of sale and again on the date that settlement occurs that the Purchaser:
- (a) is not a Foreign Person for the purposes of the Act; and

- (b) is not required to give notice to, or obtain approval from, the Treasurer under the Act in respect of the transactions contemplated by this Contract.
- 5.3.2 The warranty in Special Condition 5.3.1 is an essential term of this Contract a breach of which entitles the Vendor to terminate.
- 5.3.3 The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on this warranty.
- 5.3.4 The Purchaser indemnifies the Vendor against any Loss suffered or incurred by the Vendor in connection with or arising from a breach of the warranty in Special Condition 5.3.1.

5.4 Purchaser's FIRB Declaration – Non-Australian Resident

- 5.4.1 Nothing in this Contract constitutes or is otherwise intended to give rise to a binding agreement for the sale and purchase of the Property. The parties acknowledge and agree that:
 - (a) despite any provision to the contrary, the Purchaser is not intended to acquire any rights in relation to the Property until the Purchaser has received FIRB Approval;
 - (b) despite any provision to the contrary, no obligation on the Vendor to sell, or right of the Purchaser to buy the Property is of any force or effect until FIRB Approval has been obtained; and
 - (c) all other provisions of this Contract (other than those described in Special Conditions 5.4.1(a) and 5.4.1(b) are binding on the parties as at the day of sale, including Special Condition 5.4.2.
- 5.4.2 The Purchaser must, at the Purchaser's cost:
 - (a) within 10 Business Days of the day of sale:
 - (i) make an application to the Treasurer in accordance with section 81 of the Act in respect of the transactions contemplated by this Contract (**Application**);
 - (ii) pay the applicable fee in respect of the Application to the Treasurer; and
 - (b) provide evidence to the Vendor of the Purchaser's compliance with Special Conditions 5.4.2(a)(i) and 5.4.2(a)(ii), including a copy of the Application;
 - (c) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the Cut off Date;
 - (d) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the Act; and
 - (e) make payment of all applicable fees in respect to the Application.
- 5.4.3 The Purchaser must serve notice as soon as reasonably practical but in any event no later than 3 Business Days after:
 - (a) the Purchaser receives FIRB Approval; or

- (b) the Purchaser:
 - (i) receives an indication that the Purchaser will not, or may not, obtain FIRB Approval; or
 - (ii) receives formal notification that FIRB Approval will not be obtained; or
 - (iii) the Purchaser does not receive FIRB Approval by the Cut Off Date,including copies of all correspondence in relation to the Application.

- 5.4.4 Special Condition 5.4.2 and Special Condition 5.4.3 are essential terms of this Contract and a breach of either or both of them entitles the Vendor to terminate.
- 5.4.5 If the Purchaser complies with the Purchaser's obligations under Special Condition 5.4.2 and serves a notice as required under Special Condition 5.4.3(b), then the Purchaser may rescind this Contract by giving written notice to the Vendor in which case the Deposit, together with any accrued interest thereon (less bank and government charges), must be repaid to the Purchaser, except that the Vendor can retain from the Deposit any reasonable administration costs incurred by the Vendor.
- 5.4.6 On the Vendor's request, the Purchaser must inform the Vendor of the progress of the Purchaser's Application.
- 5.4.7 The Purchaser is not required to comply with the provisions of Special Condition 5.4.2 if, within 5 Business Days of the day of sale, the Purchaser provides evidence to the satisfaction of the Vendor (acting reasonably) that the Purchaser does not require FIRB Approval but the Purchaser's failure to provide the required evidence on the day of sale is a breach of this Contract and the Purchaser must pay the Vendor's Solicitors reasonable legal costs of reviewing the evidence provided to cure the breach.
- 5.4.8 If the Purchaser complies with the Purchaser's obligations under Special Condition 5.4.2 and the Purchaser has not received any correspondence from the Treasurer regarding the Application on or before the Cut Off Date, the Purchaser may, by written notice to the Vendor, request the Vendor to extend the Cut Off Date.
- 5.4.9 Upon written request from the Purchaser under Special Condition 5.4.8, the Vendor may extend the Cut Off Date by any number of days. The Vendor must act reasonably when considering the Purchaser's request under Special Condition 5.4.8 but is not obliged to extend the Cut Off Date.
- 5.4.10 The Purchaser may request an extension of the Cut Off Date under Special Condition 5.4.8 more than once.
- 5.4.11 The Vendor can, irrespective of whether or not the Purchaser has made a request under Special Condition 5.4.8, serve a notice on the Purchaser extending the Cut Off Date by any number of days specified in that notice.
- 5.4.12 The Vendor may issue a notice extending the Cut Off Date under Special Condition 5.4.11 more than once.

Section D. The Property and Disclosures

6. Registration of Plan

- 6.1 This Contract is subject to the condition subsequent that the Plan is Registered by the Registrar within the Registration Period.
- 6.2 The Vendor must at its own cost endeavour to procure Registration of the Plan by the Registrar within the Registration Period. The Vendor will not be required to carry out, manage or arrange the carrying out of domestic building work within the meaning of the *Domestic Building Contracts Act 1995*.
- 6.3 In accordance with section 10 of the Sale of Land Act, if the Plan is not Registered within the Registration Period then:
- 6.3.1 subject to Special Condition 6.4 the Vendor may rescind this Contract by giving notice in writing to that effect to the Purchaser prior to the Plan being Registered; or
- 6.3.2 the Purchaser may rescind this Contract by giving notice in writing to that effect to the Vendor prior to the Plan being Registered.
- 6.4 If the Vendor purports to rescind the Contract under Special Condition 6.3.1 then:
- 6.4.1 the Vendor is required to give notice of a proposed rescission at least 28 days before the proposed rescission of the Contract under this Special Condition;
- 6.4.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
- 6.4.3 the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract if the Purchaser does not consent; and
- 6.4.4 the Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.
- 6.5 If the Contract is rescinded under Special Condition 6.3:
- 6.5.1 the Vendor must refund to the Purchaser all deposit money paid under this Contract; and
- 6.5.2 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 except where a party is entitled to exercise its Retained Rights.

7. Amendments to Plan

- 7.1 Subject to section 9AC of the Sale of Land Act, the Vendor may make such minor alterations to the Plan that:
- 7.1.1 the Vendor is required to make to comply with any requirement of an Authority; or
- 7.1.2 in the opinion of the Vendor (acting reasonably):
- (a) may be necessary to:
- (i) accord with surveying practice; or
- (ii) alter the Plan so that the land in the Plan is developed in stages; or

- (iii) comply with any Requirement or any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them (including without limitation the size and location of any reserves and any changes arising from the Planning Permit and/or Precinct Structure Plan); or
- (iv) accommodate variations in road widths and/or variations to the local street network layout in and around the Site; or
- (b) are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it; or
- (c) as may be necessary or desired by the Vendor as part of its strategy to manage any liability in respect to the Vendor's Growth Area Infrastructure Contribution or land tax.

7.2 The Purchaser acknowledges and agrees that:

7.2.1 section 10(1) of the Sale of Land Act does not apply to this Contract in respect of:

- (a) any alterations to the Plan made by the Vendor pursuant to Special Condition 7.1; and
- (b) the final location of an easement shown on the certified Plan; and

7.2.2 the Vendor may, subject to the Sale of Land Act, vary the final location of any easements shown on the Plan where, in the Vendor's opinion (acting reasonably), it is:

- (a) necessary or required to obtain its certification by the relevant Authority or registration by the Registrar; or
- (b) appropriate to do so,

and, prior to settlement, the Vendor's solicitor will provide a copy of the final Plan to the Purchaser's solicitor showing the final location of any easements.

7.3 Subject to Special Condition 7.7, the Purchaser will accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan.

7.4 Subject to Special Condition 7.7, the Purchaser agrees not to make any objection, requisition or exercise any of the Purchaser's Rights because of:

- 7.4.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property and any relocation of the Lot) which does not materially and detrimentally affect the Property; or
- 7.4.2 any amendment to the Plan Restrictions contemplated by Special Condition 7.1;
- 7.4.3 any alleged misdescription of the Land or deficiency in its area or measurements;
- 7.4.4 any renumbering of stages of Lots on the Plan.

7.5 For the purposes of Special Conditions 7.3 and 7.4, the Purchaser agrees that an alteration to the Plan:

- 7.5.1 which results in a change to the area of the Property of less than 5%; or

7.5.2 contemplated by Special Condition 10.2; or

7.5.3 any change to the Plan Restrictions for the purposes of the Development,

is a minor variation or discrepancy and does not materially or detrimentally affect the Property.

7.6 Without limiting anything contained in Special Conditions 7.1 to 7.5 (inclusive) but subject to Special Condition 7.7, the Purchaser acknowledges and agrees that:

7.6.1 it will not make any objection, requisition or exercise any of the Purchaser's Rights because of any application made by or on behalf of any third party (that is not a Related Body Corporate of the Vendor) in relation to any land forming part of the Development including the area of land within the Development which may be used as a school; and

7.6.2 there may be further plans of subdivision registered, which precede registration of the Plan, to facilitate the Vendor's Growth Areas Infrastructure Contribution mitigation strategy including any excluded subdivisions as defined in the *Planning and Environment Act 1987* (Vic), and the Purchaser must not make any objection, requisition or exercise any of the Purchaser's Rights because of anything referred to in this Special Condition 7.6.2 except where the Purchaser is entitled to exercise any Retained Rights.

7.7 Nothing in this Special Condition 7 precludes the Purchaser bringing a Claim where:

7.7.1 the Purchaser is entitled to exercise any Retained Rights; or

7.7.2 any of the matters referred to in this Special Condition 7 materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the Property (when compared with the Plan attached to this Contract) except if the change is required to comply with any requirement of an Authority.

8. Planning Permit

8.1 The Purchaser acknowledges and agrees that:

8.1.1 the Property is sold subject to the Planning Permit;

8.1.2 it has read and understood the Planning Permit as at the day of sale; and

8.1.3 the Vendor (acting reasonably) may or may not complete all conditions set out in the Planning Permit and may elect to enter into an agreement with the relevant Authority to provide a bond, bank guarantee or other form of security to secure compliance with the conditions in the Planning Permit, which the Vendor:

(a) is required to do to comply with any requirement of an Authority; or

(b) considers (acting reasonably) necessary or desirable where, in forming such view, the Vendor will have regard to;

(i) the benefit and amenity that entering into such agreement will provide the Development; and

(ii) the ongoing costs and liabilities to be incurred for the Development in entering into such agreement.

9. Vendor's right to terminate

9.1 Authority Requirements

If:

- 9.1.1 the Vendor has done all things reasonably necessary for it to obtain the Planning Permit; and
- 9.1.2 in the Vendor's opinion (acting reasonably), it does not have the necessary level of comfort that proceeding with the Development will not result in:
 - (a) the Vendor incurring material additional costs in delivering the Property and/or Development; or
 - (b) the time required to deliver the Property and/or Development materially increasing (if it can be delivered at all); or
- 9.1.3 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,

the Vendor may elect to terminate this Contract by giving 14 days' written notice in writing to the Purchaser. If the Vendor gives notice under this Special Condition 9.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded including interest earned on the Deposit.

9.2 No compensation

If this Contract is terminated or rescinded by the Vendor under this Special Condition 9 the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred in relation to this Contract.

10. Staged Development

10.1 The Purchaser acknowledges that:

- 10.1.1 the Land forms part of the Development by the Vendor, which will occur in stages;
- 10.1.2 the Development may or may not include superlots including Lots capable of accommodating medium and/or high density housing, retirement homes, medical centres, kindergartens, childcare centres and/or schools;
- 10.1.3 the Development may or may not include ovals, council facilities and/or a town centre;
- 10.1.4 the infrastructure to be delivered as part of the Development (including without limitation the Development Infrastructure) may or may not be delivered:
 - (a) in accordance with works in kind under a Section 173 Agreement in respect of infrastructure contributions;
 - (b) any other section 173 agreements the Vendor may be required to enter into;
 - (c) by the Vendor or any other relevant Authority; or
 - (d) as otherwise agreed by the Vendor (acting reasonably) subject to any Property controls and the Planning Permit;
- 10.1.5 the Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right 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 any Development Infrastructure and any other 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;
- (e) make, or cause to be made, amendments to the Precinct Structure Plan and, as a consequence, the Development Infrastructure contained therein; or
- (f) refrain from doing any or all of these things,

and if the Vendor considers (acting reasonably) that any of the above actions would materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the Property, the Vendor will provide reasonable notice to the Purchaser that the Vendor intends to take such action;

10.1.6 the Vendor cannot and does not give any assurances as at the day of sale as to:

- (a) the nature of the Development (including the type and extent of Development Infrastructure that may (or may not) be included in the Development);
- (b) the timetable for carrying out the Development or the construction and delivery of any Development Infrastructure, including whether any such Development Infrastructure will be completed before the Settlement Date;
- (c) the manner in which the Development will be carried out; and/or
- (d) the nature, shape, design, final location or layout of any Development Infrastructure; and

10.1.7 as some Development Infrastructure may be delivered by an Authority or other third party, the extent of the Development Infrastructure delivered is outside the control of the Vendor;

10.1.8 the roads within the Display Village may be closed to traffic from time to time as may be required or desired by the Vendor;

10.1.9 the location of access to, and egress from, the Display Village may alter during the term of this Contract; and

10.1.10 some Development Infrastructure may:

- (a) be visible from the Property; and
- (b) affect views from the Property and may be audible from the Property.

10.1.11 at the Settlement Date some buildings within the Site or the Development may not have commenced construction or be incomplete and the Vendor or its builders 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:

- (a) excavation works relating to the foundations of the dwellings and laying of concrete slabs;
- (b) roadworks, servicing and drainage works;
- (c) landfill works;
- (d) construction of retaining walls; and
- (e) landscape works.

10.2 The Purchaser must not exercise any of the Purchaser Rights against the Vendor or any other person in relation to:

10.2.1 any nuisance, dust, odour, noise or other inconvenience associated with any ongoing works conducted in or around the Property after settlement has occurred;

10.2.2 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

10.2.3 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

10.2.4 the location of any electricity powerlines (and the Purchaser acknowledges that such powerlines may or may not be above or below ground);

10.2.5 changes to the location of crossovers;

10.2.6 any delay in the completion of the Site or Development; or

10.2.7 the abandonment of any part of the Site or Development,

except where:

- (a) the Purchaser is entitled to exercise any Retained Rights; or
- (b) any of the matters referred to in this Special Condition 10.2 materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the Property (when compared with the Plan attached to this Contract).

10.3 The Purchaser must (whether before or after the Settlement Date) do all things reasonably necessary and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this Special Condition 10.

10.4 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 10.1.

11. Recreational Facilities

11.1 Definitions

In this Special Condition 11:

11.1.1 **Recreational Facilities** means the recreational facilities that may or may not be created for the use and enjoyment of owners of Lots within the Development as contemplated by Special Condition 11 which may or may not include swimming pools, gymnasium, community meeting and function space, and contain a café that will be accessible to the public.

11.1.2 **Recreational Facilities Agreement** means any recreational facilities agreement between the Vendor and a third party (which may be a party related to the Vendor) in respect of the provision of recreational facilities services for the benefit of the Development.

11.2 The Purchaser acknowledges and agrees that:

11.2.1 the Development may or may not include the Recreational Facilities;

11.2.2 any Recreational Facilities may or may not be available for use by owners of Lots within the Development;

11.2.3 the Recreational Facilities may or may not be located within the current stage of the Development or located throughout the various stages of the Development; and

11.2.4 the Development may incorporate more than one Recreational Facility.

11.3 The Vendor does not make any representations or give any assurances as to the:

11.3.1 nature of the facilities which will be included as part of the Recreational Facilities; or

11.3.2 size, location or proposed timing for delivery of the Recreational Facilities which may not be completed before the Settlement Date; or

11.3.3 ultimate ownership of the Recreational Facilities.

11.4 The Vendor (acting reasonably) may:

11.4.1 develop or to refrain from developing or including in the Development the Recreational Facilities;

11.4.2 grant management rights in respect of the Recreational Facilities; and

11.4.3 retain ownership of the whole or part of the Recreational Facilities,

as the Vendor (acting reasonably) deems it necessary or desirable where, in forming such view, the Vendor will have regard to:

(a) the design requirements of the Development;

(b) the original vision, intent and/or purpose of the Development;

- (c) the availability (or otherwise) of the items originally contemplated to be provided for the Recreational Facilities at the cost the Vendor originally budgeted for those items;
- (d) the ability of the Vendor to complete the construction of the Recreational Facilities generally in accordance with the program and the timeframe contemplated at the day of sale; and
- (e) the change in resident amenity preferences from time to time as determined in the Vendor's opinion (acting reasonably).

11.5 The Purchaser must not exercise any Purchaser Rights by reason of any of the matters contemplated by this Special Condition 11 including failure to deliver the Recreational Facilities except where:

11.5.1 the Purchaser is entitled to exercise any Retained Rights; or

11.5.2 any of the matters referred to in this Special Condition 11 materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the Property (when compared with the Plan attached to this Contract).

12. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays, brochures, renders 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 unit or other marketing material in entering into this Contract.

13. Vendor may conduct activities

The Purchaser acknowledges and agrees that both before and after the Settlement Date, but only for as long as the Vendor (or a Related Body Corporate) remains an owner of a Lot or Lots at the Development, the Vendor and persons authorised by the Vendor may:

13.1.1 conduct selling activities from the Development and/or the Site; and/or

13.1.2 permit the installation, fixture or erection of structures of whatever nature on any part of the land comprising the Development; and/or

13.1.3 permit the use of any part of the land comprising the Development as determined by the Vendor for promotional purposes including as a café; and/or

13.1.4 place and maintain on and outside the Development and/or the Site (excluding the Property) signs and marketing and promotional materials in connection with those selling activities; and/or

13.1.5 place and maintain on and about the Development and/or the Site an office or facility or both for the Vendor and its representatives.

13.2 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 its efforts to sell by public auction or otherwise the remaining Lots in the Development including the use of signs and public auctions provided that the Vendor must at all times display reasonable consideration for the comfort and convenience of the Purchaser.

13.3 The Purchaser covenants with the Vendor that it will, and it will procure the Purchaser's tenants to do all things necessary to cooperate with the marketing and selling of the other

Lots by the Vendor. The Purchaser must not, and must procure the Purchaser's tenants not to, cause any nuisance which may hinder the marketing and sale of the Lots.

13.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property without the Vendor's prior written consent. 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 13.

13.5 The Purchaser must not:

13.5.1 hinder the Vendor's exercise of anything contemplated by Special Condition 13; and

13.5.2 exercise any of the Purchaser Rights because of anything contemplated by Special Condition 13 except where the Purchaser is entitled to exercise any Retained Rights.

13.6 The Purchaser acknowledges and agrees that not all of the Lots will be sold before the Settlement Date.

14. Vendor may engage a Developer

The Purchaser acknowledges and agrees that the Vendor may procure a developer (which may or may not be related to the Vendor) to comply with any or all of the Vendor's rights or obligations under this Contract.

15. 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:

15.1.1 object to the carrying out of any works on the Development by any party;

15.1.2 object to the dust, noise or other discomforts that may arise during the course of completion of these works; or

15.1.3 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 any rights contemplated by this Special Condition.

16. Use of Development Land

The Purchaser acknowledges and agrees that:

16.1.1 some or all of the Development may (or may not) be used for farming before and/or after the Settlement Date;

16.1.2 it must not, and must ensure that its agents, invitees, occupiers and visitors do not, access any undeveloped part of the Development for or for any purpose, including walking or dog walking; and

16.1.3 it must not exercise any Purchaser Rights by reasons of any of the matters contemplated by this Special Condition 16 except where the Purchaser is entitled to exercise any Retained Rights.

17. Retaining Walls

17.1 In this Special Condition:

Purchaser's Associates has the meaning given in Special Condition 17.3.

Retaining Wall means any or all retaining walls which are referred to in Special Condition 17.2 (as the context requires).

17.2 The Purchaser acknowledges and agrees that:

17.2.1 at any time and from time to time the Vendor may construct retaining walls on any part of the Development including any:

- (a) retaining walls which are shown on any plan or drawing included or referred to in the Contract; and
- (b) other retaining wall or retaining walls which the Vendor considers to be necessary from time to time, including any retaining walls to any boundary or boundaries of the Land;

17.2.2 the Vendor or its agents may enter the Land upon giving the Purchaser at least 14 days' written notice, without creating liability for trespass or otherwise, to exercise its rights under Special Condition 17.2 without receiving authority from the Purchaser; and

17.2.3 the Vendor in exercising its rights in Special Condition 17.2 will have regard to:

- (a) the reasonable interests of the Purchaser and any neighbouring property owners;
- (b) the benefit and amenity that such construction will provide the Land; and
- (c) the ongoing costs and liabilities to be incurred for the Land carrying out such construction.

17.3 The Purchaser must not, and must ensure that all persons within its control or acting on its behalf including without limitation any builder (or any of its subcontractors) undertaking any part of the Works (together the '**Purchaser's Associates**') do not:

17.3.1 damage any Retaining Wall;

17.3.2 alter any Retaining Wall, other than to the extent necessary to construct fencing on the Retaining Wall pursuant to the Design Guidelines and this Contract; or

17.3.3 undertake any work (including without limitation any part of the Works) which has the potential to undermine, damage or otherwise adversely affect any Retaining Wall,

without the prior written consent of the Design Review Panel (acting reasonably). When considering a request for consent, the Design Review Panel will have regard to the likely impact (if any) on:

17.3.4 the Lots and Development; and

17.3.5 the proposed use and amenity of the Property.

17.4 The Purchaser must include with any application for consent to the Design Review Panel pursuant to Special Condition 17.3 full details of its proposal, which must:

- 17.4.1 have been reviewed and endorsed by a qualified building surveyor; and
 - 17.4.2 comply with all relevant Law (including without limitation adhering to any specific requirements contained in the Building Code of Australia).
- 17.5 Without limiting the general nature of Special Condition 17.3, the Purchaser must take all necessary steps (including any steps or conditions reasonably required by the Design Review Panel as part of any consent given pursuant to Special Conditions 17.3) to prevent any Retaining Wall which is wholly or partially located on any property which is adjacent to the Land from being undermined when the Purchaser (or any person acting on behalf of the Purchaser) is undertaking the Works (or any other work adjacent to such Retaining Wall or Retaining Walls).
- 17.6 Despite anything contained in this Special Condition 17, the Purchaser is responsible for constructing any retaining walls required by and/or associated with the Works.
- 17.7 The Purchaser must not exercise any Purchaser's Rights as a result of anything contained in this Special Condition 17 except where the Purchaser is entitled to exercise any Retained Rights.

18. Utilities

- 18.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Land as at the Settlement Date.
- 18.2 Subject to Special Condition 18.4, the Purchaser will not exercise any Purchaser Rights because of:
- 18.2.1 any Utility which is a joint service with any other land or building;
 - 18.2.2 any Utility servicing the Property or any other property passing through, under or over the Land whether subject to a registered easement or otherwise;
 - 18.2.3 any Authority or any other person or property which may have the benefit of any right or easement over the Land in respect of Utilities; or
 - 18.2.4 any Utilities that are not available to the Property at the Settlement Date (as the timing and works installing such Utilities at the Development are outside the control of the Vendor).
- 18.3 The Purchaser acknowledges that:
- 18.3.1 the Utilities may be laid outside the boundary of the Property and it will be the responsibility of the Purchaser to connect those Utilities to the Property, including a payment of any connection fee when those connections are available;
 - 18.3.2 without limiting Special Condition 47, it is responsible for complying with any of NBN Co Limited's requirements for the connection of the national broadband network to the Property.
- 18.4 The Purchaser must not exercise any Purchaser Rights as a result of anything contained in this Special Condition 18 except where the Purchaser is entitled to exercise any Retained Rights.

19. Hazardous Materials

On and from the Settlement Date, the Purchaser:

- 19.1 agrees to comply with all relevant legislation, all Property Controls and the requirements of any relevant Authority in respect of them; and

19.2 releases the Vendor from all Claims resulting in any way from the presence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property, except to the extent the Claims are caused or contributed to by the Vendor.

20. Encumbrances

20.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including the requirements of any planning scheme.

20.2 Easements

20.2.1 The Purchaser admits that the Property is sold subject to the provisions of the Act; and

20.2.2 The Purchaser buys the Property subject to:

- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 to this Contract and/or created or implied by the Act; and
- (b) the rights of the Vendor under Special Condition 20.3.

20.2.3 The Purchaser must not exercise any of the Purchaser's Rights in relation to any other matter referred to in this Special Condition 20.2 except where the Purchaser is entitled to exercise any Retained Rights.

20.3 Additional Restrictions

20.3.1 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.

20.3.2 The Vendor may enter into, grant or finalise any Additional Restriction on or after the day of sale, which the Vendor:

- (a) is required to do to comply with any requirement of an Authority; or
- (b) considers (acting reasonably) necessary or desirable for the Development where, in forming such a view, the Vendor will have regard to:
 - (i) the benefit and amenity that granting or finalising such Additional Restriction will provide the Development; and
 - (ii) the ongoing costs and liabilities to be incurred for the Development in entering into granting or finalising such Additional Restrictions.

20.3.3 The Vendor does not however 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.

20.3.4 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.

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

20.3.6 Subject to the Purchaser's Retained Rights and Special Condition 20.3.2, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions or the Plan Restrictions.

20.4 **Plan Restrictions**

20.4.1 The Purchaser purchases the Property subject to the Plan Restrictions and must comply with the Plan Restrictions.

20.4.2 The Vendor and Purchaser acknowledge and agree that:

- (a) if the Purchaser fails to comply with all or any of the Plan Restrictions and fails to remedy the breach in accordance with Special Condition 20.4.2(c), the Purchaser grants the Vendor a licence to enter the Property for the purposes of rectifying the Purchaser's breach of the relevant Plan Restriction;
- (b) if required by the Vendor, the Purchaser must promptly pay or reimburse the Vendor on request, the reasonable costs incurred by the Vendor in remedying the Purchaser's breach of any Plan Restriction; and
- (c) the Vendor must not exercise its rights under Special Condition 20.4.2(a), unless and until the Vendor provides the Purchaser with at least 14 days prior written notice, advising the Purchaser of the particular Plan Restriction that has been breached and providing the Purchaser with 14 days in which to remedy the breach of the Plan Restrictions.

20.4.3 So long as the Vendor (or a Related Body Corporate) is the owner or occupier of any part or parts of the Development:

- (a) the Purchaser unconditionally and irrevocably assigns to the Vendor the benefit of the Purchaser's right as a benefited lot owner on the Plan to enforce the Plan Restrictions against other lot owners on the Plan; and
- (b) 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.

21. No Warranties

The Purchaser acknowledges that it:

- 21.1.1 accepts the Property with all Property Controls and Approvals;
- 21.1.2 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
- 21.1.3 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- 21.1.4 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut; and
- 21.1.5 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 solicitor or the Vendor's Agent other than those expressly set out in this Contract.

22. Vendor Financing prior to settlement

Subject to Special Condition 29, 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.

23. No Caveat by Purchaser

- 23.1 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 Land prior to the Settlement Date.
- 23.2 The Purchaser acknowledges that this Special Condition is an essential term of the Contract, breach of which (without prejudice to any other rights that the Vendor may have with respect of the breach) will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand as the damages suffered by the Vendor up to the date of which the caveat is withdrawn.
- 23.3 The Purchaser appoints the Vendor's solicitors as the Purchaser's attorney to withdraw any such caveat or sign a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

24. Disclosure of Surface Level Works

- 24.1 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:
 - 24.1.1 have been carried out after the certification of the Plan and before the date of this Contract; or
 - 24.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out,

are set out in the plan of surface level works attached as Annexure B to this Contract.

- 24.2 The Purchaser acknowledges and agrees that the Vendor 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 at any time), and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 24.3 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 except where the Purchaser is entitled to exercise any Retained Rights.

25. Vendor's Statement

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

- 25.1.1 a statement in writing containing the particulars required by Section 32(2) of the Sale of Land Act (as amended); and
- 25.1.2 a due diligence checklist in accordance with sections 33A and 33B of the Sale of Land Act.

Section E. Settlement

26. Circumstances where nomination permitted

- 26.1 Subject to Special Condition 26.2, the Purchaser must not nominate an additional or substitute purchaser under this Contract.
- 26.2 The Purchaser may nominate an additional or substitute purchaser if the nominee is either a:
- 26.2.1 husband (including de facto), wife (including de facto), mother, father, brother, sister, son or daughter;
- 26.2.2 company of which the Purchaser is either a trustee or a director or shareholder who controls more than 50% of the shares of that company; or
- 26.2.3 custodian or trustee company relating to the Purchaser's superannuation fund or family trust; or
- 26.2.4 otherwise approved in writing by the Vendor as contemplated in Special Condition 26.3 prior to the purported nomination.
- 26.3 When considering a request to nominate under Special Condition 26.2.4 and a request to Sell under Special Condition 27:
- 26.3.1 the Vendor will, acting reasonably, have regard to the individual circumstances of the Purchaser and the impact (if any) that the proposed nomination or Sale (as the case may be) will have on the Vendor's marketing and sales of other lots in the Development or broader project; and
- 26.3.2 the Vendor will, in its absolute discretion, withhold approval if the Vendor considers (acting reasonably) that the Purchaser's primary intention on the day of sale was to Sell the Property (including by way of nomination) and such Sale will directly compete with the lots that the Vendor is marketing and selling in the Development or broader project.

26.4 If the purchaser nominates in accordance with Special Condition 26.2, the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

27. Requirements for nomination

27.1 Any nomination under Special Condition 26.2 must be made at least 10 Business Days before the Settlement Date.

27.2 If the Purchaser wishes to nominate in accordance with Special Condition 26.2 it must deliver to the Vendor's legal representative or conveyancer:

27.2.1 a nomination deed in the form of the deed in Annexure D executed by the nominee and by the Purchaser (including a completed 'Nominee's FIRB Declaration');

27.2.2 if the nominee ticks 'No' above item 4 in the Nominee's FIRB Declaration a copy of either:

(a) an Australian Passport;

(b) a permanent Residency Visa/Immicard; or

(c) an Australia Drivers Licence and Medicare Card,

of the nominee or it's 51% (or greater) shareholder/s, unitholder/s or beneficiaries;

27.2.3 a copy of any form required by the State Revenue Office (as may be required from time to time);

27.2.4 if the nominee is a company as referred to in Special Condition 26.2.2, satisfactory evidence that the Purchaser is either a trustee or a director or shareholder who controls more than 50% of the shares in that company;

27.2.5 if the nominee is a custodian or trustee company as referred to in Special Condition 26.2.3, satisfactory evidence that it relates to the Purchaser's superannuation fund or family trust;

27.2.6 if the nominee is or includes a corporation, a Guarantee and Indemnity in the form attached to this Contract as Annexure A executed by each of the directors of the nominee purchaser;

27.2.7 a written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations; and

27.2.8 a cheque payable by the nominee to the vendor legal representative or conveyancer for \$420 (plus GST), being their costs for advising on compliance with this Special Condition 27.

28. On-sale by the Purchaser

28.1 Unless the Purchaser has obtained the prior written approval of the Vendor (as contemplated in Special Condition 26.3, the Purchaser must not Sell or otherwise dispose of or enter into a contract of sale 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 or the Purchaser's rights or interest pursuant to this Contract before settlement.

28.2 The Purchaser must not assign or transfer the Purchaser's rights or interest pursuant to this Contract or transfer or otherwise dispose of any of the Purchaser's rights or interest in the Property after settlement unless the Purchaser:

- 28.2.1 has completed construction of the Dwelling on the Property pursuant to Special Condition 42; or
- 28.2.2 has provided the Vendor full details of the Purchaser's reasons for seeking to assign or transfer the Purchaser's rights or the disposal of the Property (**Proposed Transaction**) and the Vendor (acting reasonably) agrees in writing to the Proposed Transaction on the basis that the Proposed Transaction is appropriate in the circumstances and that to prevent that Proposed Transaction would cause unjustifiable hardship to the Purchaser,

and the Vendor will, in its absolute discretion, withhold approval if the Vendor considers (acting reasonably) that the Purchaser's reasons are to Sell the Property and such Sale will directly compete with the lots that the Vendor is marketing and selling in the Development or broader project.

28.3 If the Vendor provides written consent in accordance with Special Condition 28.2, the Purchaser must:

- 28.3.1 not erect a sign on the Property advertising the Property for sale; and
- 28.3.2 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 \$420 (plus GST) being the Vendor's costs for preparing the deed contemplated by Special Condition 28.3.2(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 27, 39, 42, 44, 47, 48, 49 and 53;
 - (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 28.
- 28.3.3 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 28.3.2(c); and
- 28.3.4 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 28.3.2(c).

29. Transfer of Property from Vendor to New Vendor

29.1 Transfer prior to settlement

The Purchaser acknowledges that the Vendor may without the prior written consent of the Purchaser, transfer or otherwise deal in any or all of its interest in the Land to another party (**New Vendor**) prior to settlement.

29.2 Notifying the Purchaser

The Vendor must serve notice if the Vendor proposes to transfer the Land to the New Vendor together with details of the New Vendor.

29.3 Agreement

The Purchaser and the guarantors (if applicable) each agree to:

- 29.3.1 the transfer of the Land to a New Vendor according to this Special Condition 29;
- 29.3.2 the Vendor, at its election:
 - (a) assigning its rights under this Contract to the New Vendor; or
 - (b) novating this Contract to the New Vendor; and
- 29.3.3 accept on settlement a transfer of the Land in registrable form duly executed by the New Vendor (if the Vendor assigns its rights under this Contract to the New Vendor or novates this Contract to that New Vendor according to this Special Condition 29).

29.4 Assignment

If the Vendor elects to assign its rights under this Contract to the New Vendor, upon receipt of reasonable notice of the assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the New Vendor and must sign anything required by the Vendor to give effect to the assignment.

29.5 Novation

If required by the Vendor, the Purchaser and the guarantors (if any) each agree to enter into a deed of novation to novate this contract from the Vendor to a Related Body Corporate of the Vendor or the New Vendor who appoints the Vendor (or a Related Body Corporate of the Vendor) as the development manager or in some other capacity in relation to the Development, or any other party who is reasonably capable of performing the Vendor's obligations under this contract without having a material and detrimental impact on the Purchaser. These provisions will apply:

- 29.5.1 the Vendor must obtain the Purchaser's consent (which must not be unreasonably withheld if the New Vendor is reasonably capable of performing the Vendor's obligations under this contract without having a material and detrimental impact on the Purchaser) and, if consent is provided (or required to be provided), the Purchaser and the guarantors and if consent is provided:
 - (a) the Vendor must, at the Vendor's cost, prepare the deed of novation;
 - (b) the Purchaser and the guarantors each must sign the deed of novation prepared by the Vendor and return it to the Vendor within seven days of receiving the deed of novation from the Vendor; and
- 29.5.2 the deed of novation may contain a provision releasing the Vendor from all or any of the Vendor's obligations under this Contract which are not due for performance at the date of the novation if the New Vendor assumes those obligations;
- 29.5.3 the Purchaser and the guarantors (if applicable) each must sign a Vendor's Statement in the form prepared by the New Vendor; and
- 29.5.4 the Purchaser 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.

29.6 Stamp duty

- 29.6.1 The Vendor agrees to pay any stamp duty payable upon the assignment of its rights under this Contract or the novation of this Contract according to this Special Condition 29.
- 29.6.2 The Vendor indemnifies the Purchaser in the event the Purchaser is liable for any additional stamp duty in respect of this Contract or the transfer of the Land to the Purchaser (above the stamp duty normally payable by the Purchaser) duly and solely arising as a result of the assignment or novation under this Special Condition 29.

24.1 Power of attorney

- 29.6.3 The purchaser irrevocably and for valuable consideration appoints the vendor and each authorised officer of the vendor individually as the purchaser's attorney (Attorney) and agrees to ratify anything an attorney does under Special Condition 29.6.4.
- 29.6.4 In the event of either the purchaser or the guarantor, or both, failing to comply with their obligations in Special Condition 29.5, 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.
- 29.6.5 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 29.

29.7 Purchaser Rights

The Purchaser must not exercise any Purchaser Rights in respect of any of the matters set out in this Special Condition 29 except where the Purchaser is entitled to exercise any Retained Rights.

30. Insolvency Event Deemed Default

If the Purchaser is a corporation and an Insolvency Event occurs, 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.

31. Delayed settlement

Without limiting any other rights of either party, if a party fails to settle on the Settlement Date or requests an extension to the Settlement Date, the defaulting party will be in breach of this Contract and must pay to the non-defaulting party an amount representing a contribution to the non-defaulting party's legal costs and disbursements (where, in the case the Purchaser is in breach, the Vendor estimates that the Vendor's Solicitors fees will be \$500 plus GST).

32. Stamp Duty

- 32.1 The parties agree to adopt the following process in respect of the on-line duties form:
 - 32.1.1 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;
 - 32.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 7 days of receipt;

- 32.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 5 days before the date settlement is due under this Contract;
 - 32.1.4 if the Purchaser has complied with Special Condition 32.1.3, the Vendor must sign the on-line duties form no later than 3 days before the date settlement is due under this Contract;
 - 32.1.5 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;
 - 32.1.6 despite Special Condition 32.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date;
 - 32.1.7 if the Purchaser fails to comply with Special Condition 32.1.6 and unsigns 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 32.1.7, the Vendor effects settlement after the date settlement is due under this Contract and Special Condition 31 will apply.
- 32.2 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.
- 32.3 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 32.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 32.4 The Purchaser acknowledges and agrees that:
- 32.4.1 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;
 - 32.4.2 the Purchaser is liable to pay any amount of duty assessed by the State Revenue Office;
 - 32.4.3 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
 - 32.4.4 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.

33. Outgoings

- 33.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this Special Condition the Vendor

is only obliged to pay Outgoings, and tax payable under the *Land Tax Act 2005* (Vic), when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.

33.2 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 will be either:

- 33.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoings 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

33.2.2 on such other reasonable basis,

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

34. Compensation for additional land tax due to Purchaser default

34.1 The Purchaser acknowledges and agrees that:

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

34.1.2 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

34.1.3 the Purchaser's breach will, in addition to other losses, result in loss to the Vendor 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

34.1.4 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.

34.2 If Special Condition 34.3 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance pay to the Vendor on account of compensation payable to the Vendor for that loss an amount equal to 2.25% of the Price of the property (**Amount Paid**).

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

34.3.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

34.3.2 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.

34.4 Payment of the Price will not be delayed and no money will be withheld from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.

34.5 The Purchaser acknowledges that the Vendor is not required to pay any land tax assessed on the Property before it is due as specified in the assessment notice.

35. Foreign Resident Capital Gains Withholding Payments

- 35.1 This Special Condition 35 applies if the Price is equal to or greater than \$750,000.
- 35.2 In this Special Condition 35, terms have the following meanings:
- 35.2.1 **Clearance Certificate** means a certificate in respect of the Vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
 - 35.2.2 **Commissioner** has the meaning given to that term in the TA Act;
 - 35.2.3 **Variation** means a variation made by the Commissioner under section 14-235(2) of Schedule 1 of the TA Act; and
 - 35.2.4 **Withholding Amount** means the amount that the Purchaser is required to pay the Commissioner under section 14-200(3) of Schedule 1 of the TA Act.
- 35.3 The Vendor may serve a Clearance Certificate or a Variation.
- 35.4 If the Vendor serves a Clearance Certificate no later than 2 Business Days before the Settlement Date then the Purchaser must not on settlement retain or withhold any amount of the Price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- 35.5 If the Vendor serves a Variation no later than 2 Business Days before the Settlement Date then the Purchaser must on settlement only retain or withhold the amount specified in the Variation for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- 35.6 If the Vendor does not serve a Clearance Certificate under Special Condition 35.4 then the Purchaser must:
- 35.6.1 serve evidence of a purchaser payment notification to the Australian Taxation Office within 5 Business Days after settlement;
 - 35.6.2 at settlement, produce a settlement cheque in favour of the Commissioner for the Withholding Amount; and
 - 35.6.3 immediately following settlement deliver that settlement cheque to the Commissioner; and
 - 35.6.4 serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 5 Business Days after settlement.

36. Not Used

37. GST Withholding

37.1 Interpretation

In this Special Condition 37:

- 37.1.1 **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*;
- 37.1.2 unless expressly stated otherwise, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law;
- 37.1.3 **TA Act** means the *Taxation Administration Act 1953* (Cth);

- 37.1.4 **GST Withholding Amount** means the amount that the Purchaser is required to withhold on account of GST from the Price and pay to the Commissioner as notified by the Vendor in the GST Withholding Notice;
- 37.1.5 **Vendor's GST Withholding Notice** means the notification to be made by the Vendor under section 14-255 of Schedule 1 to the TA Act which states whether or not the Purchaser is required to make a payment of a GST Withholding Amount;
- 37.1.6 **Purchaser's ATO Withholding Notice** means the notification to be given by the Purchaser to the Commissioner in the approved form of the GST Withholding Amount;
- 37.1.7 **Purchaser's ATO Settlement Confirmation** means the confirmation to be given by the Purchaser to the Commissioner in the approved form of the actual Settlement Date; and
- 37.1.8 **Potential Residential Land** means land that is permissible to be used for residential purposes but does not contain any buildings that are residential premises or that are in use for commercial purposes.

37.2 Amounts for payment expressed inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are inclusive of GST.

37.3 Potential Residential Land

If the supply under this Contract is of Potential Residential Land, and the Purchaser is:

37.3.1 registered for GST; and

37.3.2 acquiring the Potential Residential Land for a creditable purpose to any extent,

the Purchaser must serve a statement to that effect by no later than 10 Business Days before the Settlement Date and if the statement is provided the Purchaser will not be required to make a payment of the GST Withholding Amount pursuant to Special Condition 37.4 and Special Condition 37.5 will not apply.

37.4 GST Withholding

- 37.4.1 If a GST Withholding Amount is required to be paid in respect of the supply of the Property under this Contract:
- (a) the Vendor must:
 - (i) on the making of this Contract complete Annexure F which is taken to be service of a Vendor's GST Withholding Notice; and/or
 - (ii) serve a Vendor's GST Withholding Notice, as may be amended or updated from time to time, not later than 10 Business Days prior to the Settlement Date;
 - (b) the Purchaser or the Purchaser's agent (or, if a nomination has been made under General Condition 18 the nominee) must as an essential provision complete and lodge the Purchaser's ATO Withholding Notice and serve evidence of having done so to the Vendor and to the Vendor's Solicitor by no later than 5 Business Days prior to Settlement Date;

- (c) the Purchaser or the Purchaser's agent (or, if a nomination has been made under General Condition 18, the nominee) must as an essential provision serve a written notice with:
 - (i) the Purchaser's Lodgement Reference Number and Payment Reference Number (or other relevant identification number) issued by the Commissioner upon lodgement of the relevant form or notification; and
 - (ii) the Settlement Date,
- (d) on and as a condition of settlement; and
- (e) the Vendor, for the purposes of settlement, directs the Purchaser to pay to the Commissioner on settlement an amount equal to the GST Withholding Amount.

37.4.2 The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- (a) provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
- (b) making any necessary additions or amendments to this Contract to address any requirement under the GST Law or TA Act.

37.5 Purchaser's ATO Settlement Confirmation

37.5.1 The Purchaser authorises the Vendor's Solicitor to act as the Purchaser's agent (and in doing so the Vendor's Solicitor is not the agent of the Vendor) to give the Purchaser's ATO Settlement Confirmation to the Commissioner or Registrar.

37.5.2 The Purchaser declares that the information contained in the documents provided to the Vendor's solicitor under Special Conditions 37.4.1(b) and 37.4.1(c) is true and correct and authorises the Vendor's solicitor to submit this information to the Commissioner in the Purchaser's ATO Settlement Confirmation.

37.6 Change of Transferee

If:

37.6.1 the Purchaser has nominated an additional or substitute purchaser under General Condition 18; or

37.6.2 the transfer is otherwise not made in conformity with this Contract,

the Purchaser must, on and as a condition of settlement, serve an irrevocable authority signed by the transferee on terms required by the Vendor's Solicitor to give effect to Special Condition 37.5.

38. Electronic Conveyancing

38.1 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.

- 38.2 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.
- 38.3 The Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:
- 38.3.1 signing and lodging all necessary documents and compelling the Settlement Parties for whom it is responsible to do so;
 - 38.3.2 being, or engaging a representative who is, a subscriber for the purposes of the ECNL;
 - 38.3.3 ensuring that all other Settlement Parties for whom it is responsible are, or engage, a subscriber for the purposes of the ECNL; and
 - 38.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.
- 38.4 Without limiting Special Condition 38.3, the parties agree to adopt the following process in respect of an Electronic Settlement:
- 38.4.1 the Vendor or the Vendor's Solicitor must open the workspace within 5 days of lodging the Plan with the Registrar;
 - 38.4.2 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);
 - 38.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions no later than 7 days before settlement;
 - 38.4.4 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;
 - 38.4.5 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;
 - 38.4.6 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;
 - 38.4.7 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;
 - 38.4.8 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;
 - 38.4.9 the Purchaser must input source funds into the ELN no later than 1 day before settlement;

- 38.4.10 if the Vendor has complied with its obligations in this Special Condition 38.4, the Purchaser must ensure the workspace is 'Ready Ready' by 10am on the Settlement Date;
- 38.4.11 subject to Special Condition 38.4.10, once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect settlement; and
- 38.4.12 if the Purchaser fails to effect settlement on the date settlement is due under this Contract in accordance with Special Condition 38.4.11, Special Condition 31 will apply.
- 38.5 The Purchaser acknowledges that:
- 38.5.1 the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation;
- 38.5.2 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.
- 38.6 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.
- 38.7 If, by reason of an electronic or computer system failure at any of the Registrar, the Reserve Bank of Australia, the Vendor's Solicitor, the State Revenue Office or the ELN, settlement does not occur on the Settlement Due Date, the failure to settle will not constitute a breach or default by either party under this Contract.
- 38.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this Special Condition 38.
- 38.9 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.

Section F. Design and Construction of your Dwelling

39. Design Guidelines

- 39.1 The Purchaser acknowledges and agrees that:
- 39.1.1 it has read and understood the Design Guidelines;
- 39.1.2 the Design Guidelines are a preliminary draft only and the Vendor may, without limiting the Vendor's rights under this Contract, make changes to the Design Guidelines (including, for example changes to fencing requirements, colours, renders and eaves);
- 39.1.3 it must comply with the Design Guidelines (including without limitation any building envelopes specified in the Design Guidelines); and

- 39.1.4 the Vendor may make changes to the Design Guidelines on or before the Settlement Date that are determined by the Vendor to be in the interests or for the purposes of the Development or otherwise desired by the Vendor (acting reasonably).
- 39.2 The Purchaser acknowledges that it cannot carry out any Works without the Vendor's prior written approval of all building plans and specifications.
- 39.3 The Vendor will provide the approval referred to in Special Condition 39.2 if the Purchaser's plans and specifications comply with the Design Guidelines and are approved by the Design Review Panel.
- 39.4 Without limiting Special Condition 39.3, the Purchaser must in seeking the Vendor's approval not commence construction of any Works on the Property without the prior written consent of the Design Review Panel.
- 39.5 The Purchaser must deliver the plans or specifications for the Dwelling to be constructed on the Land to the Vendor no later than 120 days after the Settlement Date.
- 39.6 Within 30 days of receiving the plans and specifications referred to in Special Condition 39.5, the Vendor must give the Purchaser written notice that either:
- 39.6.1 the plans and specifications are approved;
 - 39.6.2 amendments are required to be made to the plans and specifications and are to be resubmitted for the Vendor's approval; or
 - 39.6.3 the plans and specifications are rejected.
- The Vendor must act reasonably in considering the plans and specifications and requiring amendments or rejecting them.
- 39.7 Notwithstanding Design Review Panel approval, the Purchaser may require additional Approvals, including endorsement of the plans and specifications by City of Casey. The Purchaser acknowledges that no approval granted by the Vendor or the Design Review Panel will constitute any representation that the plans and specifications will be approved by City of Casey.
- 39.8 The Purchaser acknowledges that:
- 39.8.1 the Vendor may (acting reasonably), at any time, 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 if the Vendor (acting reasonably), deems it necessary or desirable where, in forming such view, the Vendor will have regard to and the reasonable interests of the Purchaser and any neighbouring property owners and the extent that the variation and/or waiver of its requirements in the Design Guidelines will materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the, Property and/or the Development;
 - 39.8.2 the Purchaser must not exercise any of the Purchaser's Rights by reason of such waiver or variation except where the Purchaser is entitled to exercise any Retained Rights;
 - 39.8.3 if the Vendor considers (acting reasonably) that any of the actions contemplated in this Special Condition 39.8 would materially and detrimentally affect, or is likely to materially and detrimentally affect, the use or amenity of the Property, the Vendor will provide reasonable notice to the Purchaser that the Vendor intends to take such action. The Purchaser must provide the Vendor with any comments it has in relation to the actions proposed to be taken by the Vendor under this Special

Condition within 10 Business Days of receipt of the Vendor's notice contemplated in this Special Condition 39.8.3. The Vendor will take the Purchaser's comments into consideration but is not obliged to act on the Purchaser's comments. If the Purchaser fails to provide any comments it may have in accordance with this Special Condition 39.8.3, then the Purchaser will be deemed to have accepted the action proposed to be taken by the Vendor as specified in the Vendor's notice under this Special Condition;

- 39.8.4 neither the Vendor nor the Design Review Panel will be liable to the Purchaser in respect of any failure by the Vendor or the Design Review Panel to enforce any of the terms of the Design Guidelines against the purchaser of any other Lot in the Development;
- 39.8.5 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 Review Panel whose decision shall be final and binding; and
- 39.8.6 Part 5 of the *Building Regulations 2018* (Vic) (**ResCode**) and any small lot housing code adopted by Casey City Council from time to time or otherwise expressly set out in the Plan applies to the 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 and any small lot housing code (**statutory approval**).

40. Building Envelope

40.1 The Purchaser acknowledges and agrees that:

- 40.1.1 it has read and understood the Building Envelope Plan;
- 40.1.2 the Building Envelope Plan is a preliminary draft only and the Vendor may, without limiting the Vendor's rights under this Contract, make changes to the Building Envelope Plan;
- 40.1.3 the Vendor may make changes to the Building Envelope on or before the Settlement Date that are determined by the Vendor to be in the interests or for the purposes of the Development or otherwise desired by the Vendor (acting reasonably); and
- 40.1.4 if the Vendor considers (acting reasonably) that any of the actions contemplated in Special Condition 40.1.3 would materially and detrimentally affect, or is likely to materially and detrimentally affect, the use and amenity of the Property, the Vendor will provide reasonable notice to the Purchaser that the Vendor intends to take such action. The Purchaser must provide the Vendor with any comments it has in relation to the actions proposed to be taken by the Vendor under this Special Condition within 10 Business Days of receipt of the Vendor's notice contemplated in this Special Condition 40.1.3. The Vendor will take the Purchaser's comments into consideration but is not obliged to act on the Purchaser's comments. If the Purchaser fails to provide any comments it may have in accordance with this Special Condition 40.1.4, then the Purchaser will be deemed to have accepted the action proposed to be taken by the Vendor as specified in the Vendor's notice under this Special Condition.

41. Landscaping Package

41.1 Subject to Special Condition 41.2, the Purchaser at all times complying with Special Condition 39 of the Contract and completing the Pre-works, the Vendor will endeavour to facilitate, at its cost, the Landscaping Works in accordance with this Special Condition 41 within 3 months of the issue of the Occupancy Permit.

- 41.2 If the Purchaser wishes to select the Landscaping Package, the Purchaser must:
- 41.2.1 select the Landscaping Package either by submitting:
 - (a) an application through the Smiths Lane design portal; or
 - (b) a design assessment application form to the Design Review Panel,
no later than the date on which it must submit the building plans and specifications to the Design Review Panel under special condition 39 of the Contract; and
 - 41.2.2 complete the Pre-works after the Occupancy Permit is provided to the Vendor and prior to the Design Review Panel completing an inspection of the Pre-Works, to the satisfaction of the Vendor (acting reasonably).
- 41.3 If the Purchaser does not select a Landscaping Package within the timeframe contemplated by special condition 41.2.1 or does not complete the Pre-works as required by Special Condition 41.2.2, then the Purchaser acknowledges and agrees that it will not be entitled to the Landscaping Package and the Purchaser must carry out all landscaping works at the Property at its own cost and in accordance with the Design Guidelines and any approvals issued by the Design Review Panel.
- 41.4 The Purchaser acknowledges and agrees that:
- 41.4.1 the Vendor makes no representations or warranties as to the scope of the Landscaping Works as at the day of sale;
 - 41.4.2 it must allow the Vendor and/or the Landscaper access to the Property at all reasonable times for the purpose of carrying out the Landscaping Works;
 - 41.4.3 it will accept the Landscaping Package as completed by the Vendor or the Landscaper;
 - 41.4.4 the Vendor's ability to facilitate the Landscaping Works within the time-frames stated in Special Condition 41.1 will depend on prevailing seasonal conditions and contractor availability; and
 - 41.4.5 the Purchaser must not make any objection or exercise the Purchaser Rights in connection with any delays to completion of the Landscaping Works, noise, dust and other discomforts caused or contributed to by the Landscaping Works.
- 41.5 The Purchaser acknowledges and agrees that the Vendor's agreement to undertake the Landscaping Works as specified in this Special Condition 41 is personal to the Purchaser only and cannot be transferred to any other party (including any nominee or purchaser of the Property if the Purchaser sells on the Property), unless with the prior written consent of the Vendor, which it cannot unreasonably withhold.
- 41.6 The Purchaser acknowledges that the offer by the Vendor to complete the Landscaping Works as contemplated by this Special Condition 41 cannot:
- 41.6.1 be exchanged by the Purchaser for cash; or
 - 41.6.2 applied as a reduction to the Purchase Price.
- 41.7 This Special Condition 41 is confidential, except to the extent required to be disclosed to a party's financiers, advisers or by law.

42. Works to be carried out by the Purchaser

- 42.1 Without limiting Special Condition 39.3, the Purchaser must not commence or carry out or permit the commencement of carrying out of any Works on the Property unless the Works:
- 42.1.1 have first been approved in writing by the Vendor and (unless the Vendor agrees otherwise) the Works are in accordance with the approved plans and specifications;
 - 42.1.2 have been granted all other necessary Approvals;
 - 42.1.3 are carried out strictly in accordance with the terms of all Approvals granted under Special Conditions 42.1.1 and 42.1.2;
 - 42.1.4 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 Plan Restrictions); and
 - 42.1.5 comply with all Property Controls.
- 42.2 The Purchaser must at the Vendor's request remove any Works carried out on the Land in breach of this Special Condition and reinstate the Land to its condition prior to the carrying out of the Works. If the Purchaser fails to do so within 60 days of a request being made, the Vendor (acting reasonably) may elect to reinstate the Land for that purpose (with contractors and equipment if reasonably required) and, upon reasonable notice provided by the Vendor, the Purchaser grants access to the Land to dispose of the Works without being liable to the Purchaser in that regard.
- 42.3 The Vendor, in exercising its right contemplated in Special Condition 42.2, will have regard to:
- 42.3.1 the reasonable interests of the Purchaser and any neighbouring property owners;
 - 42.3.2 the benefit and amenity that such work required to reinstate the Land will provide the Land; and
 - 42.3.3 the ongoing costs and liabilities to be incurred for the Land in carrying out such works.
- 42.4 The Purchaser must pay to the Vendor all costs and expenses reasonably incurred by the Vendor in reinstating the Land on the Purchaser's behalf in accordance with this Special Condition 42.2.
- 42.5 The Purchaser must not cause any damage to any part of the Development during the carrying out of the Works or otherwise.
- 42.6 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 Land.
- 42.7 The Purchaser must:
- 42.7.1 commence the construction of the Dwelling on the Land in accordance with the approvals given under Special Condition 39 by no later than 12 months after the Settlement Date (or such longer period agreed to in writing by the Vendor);
 - 42.7.2 complete the construction of the Dwelling to the satisfaction of the Vendor (acting reasonably) by no later than 12 months after commencement;

- 42.7.3 complete landscaping works in accordance with the Design Guidelines within 3 months of the issue of an Occupancy Permit for the Dwelling and construction of a driveway; and
 - 42.7.4 not leave the Works incomplete for more than three months without work being carried out.
- 42.8 For the purposes of Special Condition 42.7:
- 42.8.1 commencement of the construction of the Dwelling will be deemed to be when the footings of the Dwelling have been laid; and
 - 42.8.2 completion of construction of the Dwelling will be deemed to be the issue of the Occupancy Permit.
- 42.9 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.
- 42.10 The Purchaser acknowledges and agrees that the Vendor makes no representation as to the fitness and suitability of the Property for construction of any particular type, model or style of dwelling, and the Purchaser must satisfy itself in all regards as to the type, model or style of dwelling that may be constructed on the Property.

43. Vendor's Option to Buy Back

- 43.1 To ensure the Purchaser's compliance with the provisions of Special Conditions 20, 39 and 42, and subject to Special Condition 43.1.2, the Purchaser grants the Vendor an irrevocable option (**Option**) to purchase the Land (including any improvements on the Land) from the Purchaser upon the following terms:
- 43.1.1 prior to exercising the Option the Vendor must give written notice specifying the Purchaser's breach of the Purchaser's obligations under Special Conditions 20, 39 and 42, including reasonable detail as to the steps required to remedy the breach (**Default Notice**) and a reasonable period specified in which to do so (of not less than 30 days) (**Remedy Period**);
 - 43.1.2 the Option may be exercised by the Vendor at any time from the date that is 30 days after the Remedy Period expires (but before the breach is remedied) by giving to the Purchaser or the Purchaser's solicitor a notice signed by the Vendor or the Vendor's solicitor stating that the Vendor is exercising the Option and stating the Sale Price.
 - 43.1.3 if the Vendor exercises the Option, the sale price shall be the amount "A" in the formula (Sale Price):

$$A = B - C$$
 where
 - A is the Sale Price;
 - B is the current market value of the Property as determined by an independent valuer appointed by the Vendor; and
 - C is the aggregate of:
 - (A) the stamp duty and registration fee which will be payable by the Vendor on a transfer of the Property to the Vendor;

- (B) an amount nominated by the Vendor as the reasonably likely legal fees and agent's fees expected on a resale of the Property or the actual legal and agent's fees, if those fees can be determined at the time the Sale Price is provided to the Purchaser in accordance with Special Condition 43.1.2;
 - (C) the cost of the independent valuation obtained by the Vendor (acting reasonably); and
 - (D) all legal and other costs reasonably incurred or likely to be incurred by the Vendor in exercising its rights under this Special Condition 43.
- 43.1.4 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 5, 7, 10, 13, 15, 20, 23, 24, 26, 27, 30, 31, 39, 41, 43, 44, 45, 46, 47, 49 and 53 with settlement to take place and the purchase price to be paid in full within 60 days from the date of the Contract;
- 43.1.5 if the Option is exercised, the Vendor shall be deemed to have been appointed the Purchaser's attorney 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.
- 43.1.6 if the Option is exercised, then notwithstanding anything contained in this contract but subject to the Retained Rights, the Purchaser shall pay all costs reasonably incurred by the Vendor in relation to 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 43 (or the actual legal and agent's fees, if those fees can be determined) and all amounts payable by the Purchaser under this Special Condition 43.1.6 will be paid by way of adjustment to the sale price calculated pursuant to Special Condition 43.1.3.
- 43.2 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.
- 43.3 The Vendor and the Purchaser agree that in assessing the current market value of the Property, the Vendor will instruct an independent valuer to:
- 43.3.1 disregard the value of any Works which do not comply with this Contract, the Design Guidelines and/or any Approval;
 - 43.3.2 take into account the reasonably likely cost to the Vendor of converting any Works to a standard compliant with this Contract, the Design Guidelines and/or any Approval;
 - 43.3.3 take into account the reasonably likely cost to the Vendor of:
 - (a) acquiring the right to use the copyright to the design of the Works;
 - (b) novating any existing contract entered into by the Purchaser in connection with the Works including settling any outstanding claims or other penalties in connection with that contract; and
 - (c) acquiring warranties in connection with the completed Works if warranties are not available from the contractors who carried out those works; and
 - 43.3.4 have regard to:

- (a) the deterioration of the Property which is likely to have occurred between completion and the date of the transfer of the Property to the Vendor;
- (b) the works which the Vendor considers (acting reasonably) is likely to be required to undertake to bring the Property to a reasonable state of repair;
- (c) reasonable costs, charges and expenses incurred by the Vendor in connection with the sale of the Property to the Purchaser including agent's commission and legal costs on an indemnity basis;
- (d) the rectification of any part of the Works which does not comply with any Approval; and
- (e) the costs which will be incurred by the Vendor (acting reasonably) in completing the Works (if the Vendor chooses to do so).

43.4 The current market value attributed to the Property and the Works by the valuer referred to in special condition 43.3 shall be final and binding on the Vendor and the Purchaser, in the absence of manifest error or reasonably identifiable error.

43.5 For the purpose of this special condition 43, the independent valuer engaged must not be a Related Body Corporate of the Vendor or an employee of the Vendor.

44. Construction of Fencing

44.1 The Purchaser must construct a fence in accordance with the Design Guidelines prior to occupation of the Dwelling constructed on the Land.

44.2 The Purchaser agrees with the Vendor that, the Purchaser will not make any claim against 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* (Vic), including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

44.3 The Purchaser acknowledges that it buys the Property subject to this Special Condition 44 and will not make any requisition, objection or exercise the Purchaser's Rights in respect of any matter referred to in this Special Condition except where the Purchaser is entitled to exercise any Retained Rights.

45. Purchaser obliged to Maintain the Land

45.1 From settlement until the Vendor completes the Development the Purchaser must maintain, slash or mow the Land, including the Nature Strip, to a standard as determined by the Vendor acting reasonably having reference to adjoining properties (**Maintenance Standard**).

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

45.3 Where the Vendor enters the land for the purposes stated in Special Condition 45.2, the Purchaser must pay the Vendor a sum of \$500 upon the Vendor presenting the Purchaser with an invoice.

45.4 The Purchaser must not:

45.4.1 place or install any temporary structures on the Land (including without limitation any caravans or temporary homes); or

45.4.2 store any equipment on the Land other than building materials for the construction of a Dwelling on the Land in accordance with the Design Guidelines,

(Temporary Structures or Equipment) whether before, during or after construction of the Dwelling on the Land unless permitted by the Design Guidelines or by written consent of the Vendor (acting reasonably) where the Vendor in considering the Purchaser's request to place or install any Temporary Structures or Equipment, will have regard to:

- (a) the Purchaser's reason for the Temporary Structures or Equipment and the impact on the Purchaser; and
- (b) the impact on the Development and the Vendor's ability to market and sell lots.

45.5 If the Purchaser breaches Special Condition 45.4, subject to Special Condition 45.6, the Purchaser grants the Vendor a licence to enter onto the Land to remove and store, at the Purchaser's cost, any Temporary Structures or Equipment and the Vendor, in exercising its right to access the Land to remove and store any Temporary Structures or Equipment, will have regard to:

45.5.1 the benefit and amenity that such removal and storage will provide the Land; and

45.5.2 the ongoing costs and liabilities to be incurred for the Land in carrying out such removal and storage.

45.6 The Vendor must not exercise its rights under Special Condition 45.5 unless and until the Vendor provides the Purchaser with at least 14 days prior written notice, advising the Purchaser of the breach of Special Condition 45.5 and providing the Purchaser with 14 days' notice to remedy the breach.

45.7 If the Vendor exercises its rights under Special Condition 45.5 it must notify the Purchaser where it has stored the Temporary Structures or Equipment. If the Purchaser does not then collect the Temporary Structures or Equipment from that location within 30 days of the Vendor's notice, the Temporary Structures or Equipment will be deemed to be abandoned by the Purchaser and will become the property of the Vendor and may be destroyed or sold by the Vendor at the Purchaser's cost and at the Purchaser's risk.

45.8 The Vendor and the Purchaser agree that Special Conditions 45.5 to 45.8 constitute an agreement about the disposal of uncollected goods for the purposes of s 56(6) of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

46. No Display Home

The Purchaser covenants with the Vendor that it will not use the Dwelling for the purposes of a display home until after the sale of the last lot in the Development.

47. National Broadband Network and Telecommunications Connectivity

47.1 The Purchaser acknowledges that the Vendor does not make any representations or give any assurances as to the availability of the national broadband network at the Development, whether or not the Property is capable of receiving the national broadband network and when, and if, the national broadband network will be available for connection to the Property.

47.2 When, and if the Property is capable of receiving the national broadband network and the Purchaser intends to connect the Property to the national broadband network, the Purchaser:

47.2.1 must adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a Dwelling; and

47.2.2 acknowledges that:

- (a) the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the NBN Network Infrastructure; and
- (b) failure to comply with the NBN Building Ready Specifications will either:
 - (i) prevent connection to the NBN Network Infrastructure; or
 - (ii) require the Purchaser to incur additional costs in order to connect to the NBN Network Infrastructure.

47.3 The Purchaser acknowledges that there is no intention to:

47.3.1 provide copper telecommunications access to any part of the Site; or

47.3.2 install copper telecommunications conduits or apparatus on or in any part of the Site.

47.4 Until, and including if, the Property is connected to the national broadband network, it will be the responsibility of the Purchaser, at its cost, to arrange any wireless connection to the internet.

47.5 The Purchaser will not make any objection, requisition or claim, nor exercise any Purchaser Rights because of anything contemplated by this Special Condition 47 except where the Purchaser is entitled to exercise any Retained Rights.

48. Bushfire Attack Level

Without limiting any other Special Condition in this Contract, the Purchaser acknowledges and agrees that:

48.1.1 the Land may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Land;

48.1.2 when undertaking the Works on the Land, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;

48.1.3 the Purchaser must comply with the BAL standard of the design and construction of the Dwelling on the Land;

48.1.4 unless otherwise stated in the Vendor's Statement or this Contract, no information, representation or warranty was made by the Vendor, the Vendor's estate agent (if any) or any other party as to whether the Land is in a bushfire prone area or as to its BAL rating and that:

- (a) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Land is in a bushfire prone area and its BAL rating; and
- (b) the Purchaser has purchased the Land as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Land is in a bushfire prone area and its BAL rating;

48.1.5 that it must not exercise any Purchaser's Rights in respect of any matter relating to whether the Land is in a bushfire prone area or its BAL rating except where the Purchaser is entitled to exercise any Retained Rights.

49. Recycled Water

The Purchaser acknowledges and agrees that:

- 49.1 the Vendor may install such infrastructure as may be necessary to supply recycled water up to the title boundary of the Land;
- 49.2 the Purchaser must at its own cost plumb any Dwelling constructed on the Land for the use of any available recycled water in accordance with the Design Guidelines and the Planning Permit;
- 49.3 the Purchaser must comply with any guidelines issued by any Authority (including without limitation South East Water and Southern Rural Water) in respect of the use of recycled water;
- 49.4 the availability of any recycled water will be subject to a number of Approvals from Authorities; and
- 49.5 the Purchaser must not exercise any Purchaser Rights in connection with this Special Condition 49 except where the Purchaser is entitled to exercise any Retained Rights.

Section G. General

50. Execution of Necessary Documents

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

51. Capacity warranties

51.1 Trustee warranties

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

- 51.1.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 51.1.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;
- 51.1.3 if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;
- 51.1.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 51.1.5 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.

51.2 Corporate warranties

- 51.2.1 The Purchaser represents and warrants to the Vendor:

- (a) if the Purchaser is a company, the Purchaser is a body corporate duly formed or incorporated within the Commonwealth of Australia and is not under any disability;
- (b) the Purchaser has full legal capacity to enter into, exercise its rights and observe its obligations under this Contract; and
- (c) this contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

51.2.2 The Vendor represents and warrants to the Purchaser:

- (a) that the Vendor is a body corporate duly formed or incorporated within the Commonwealth of Australia and is not under any disability;
- (b) the Vendor has full legal capacity to enter into, exercise its rights and observe its obligations under this Contract; and
- (c) this contract does not contravene the Vendor's constituent documents (where the Vendor is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

52. Whole Agreement

52.1 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 will be 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.

52.2 The parties acknowledge and agree that this Special Condition 52.1 does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

53. Privacy Act

53.1 Definitions

In this special condition 53, terms have the following meanings:

- 53.1.1 **Personal Information** means all information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this Contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 53.1.2 **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that act, as amended from time to time;
- 53.1.3 **Privacy Officer** means the privacy officer appointed by the Vendor from time to time; and
- 53.1.4 **Privacy Statement** means a statement, a copy of which is attached in Annexure E, containing matters about the Vendor's information handling practices as required by National Privacy Principle 1 of the *Privacy Act 1988* (Cth).

53.2 Use of Personal Information

Each party who is an individual consents to its Personal Information being:

53.2.1 used by the Vendor in connection with the Vendor's business, including in connection with:

- (a) the purchase, development and sale of land, including the Property;
- (b) the proposed sale of an interest in the Vendor's business;
- (c) planning, direct marketing and product development by the Vendor or a Related Body Corporate or an entity in which the Vendor or a Related Body Corporate has a direct interest in (including the property management business trading as Real Estate Services by Mirvac);
- (d) raising finance;
- (e) internal reporting;
- (f) reporting to any Related Body Corporate, financier or advisor of the Vendor;
- (g) the construction of the Property;
- (h) any of the activities contemplated in the special conditions; and
- (i) any use specified in any Privacy Statement; and

53.2.2 disclosed by the Vendor:

- (a) if required or authorised by law; or
- (b) to any one or more of the following:
 - (i) any Related Body Corporate or any entity in which the Vendor or a Related Body Corporate has a direct interest in (including the property management business trading as Real Estate Services by Mirvac), financier or advisor of the Vendor;
 - (ii) any person in connection with a proposed sale of an interest in the Vendor's business, including purchasers of the Property;
 - (iii) any agent engaged by the Vendor; or
 - (iv) any contractor or service provider involved in the management or maintenance of the Building or any works in connection with the Building;
 - (v) any of whom may be located outside Australia; or
- (c) if the party consents.

54. Confidentiality

54.1 The Purchaser must keep the terms of this Contract and the transaction contemplated by this Contract confidential and must not disclose this confidential information without the prior written consent of the Vendor other than:

54.1.1 to its professional advisers; or

54.1.2 as required by law.

55. Capacity of Vendor Signatories

The Purchaser acknowledges and agrees that if an attorney has executed this Contract as an attorney of the Vendor (**Attorney**):

55.1 the Attorney executes this Contract 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 this Contract;

55.2 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; and

55.3 it waives all Purchaser Rights in relation to the matters raised in this Special Condition.

56. Non-merger

Any provisions of this Contract that bind the Purchaser and are capable of continued operation after settlement of this Contract do not merge on settlement but rather continue in full force and effect.

57. Electronic Exchange

57.1 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.

57.2 The Vendor and Purchaser acknowledge and agree that this Contract will be executed and entered into using electronic means.

57.3 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 and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.

57.4 The parties acknowledge and agree that the execution and exchange of this Contract will be effected as follows:

57.4.1 first, the Purchaser will execute the Vendor's Statement and then this Contract by way of electronic signature;

57.4.2 second, the Vendor will execute this Contract by way of an electronic signature;

57.4.3 third, this Contract will be exchanged by email or other electronic means; and

57.4.4 lastly, a copy of this Contract as executed and exchanged will be provided to the parties.

57.5 If, at any time, as a result of this Contract being entered into using electronic means this 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 this 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 this Contract is binding upon the parties and enforceable.

57.6 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 this 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 this Contract is binding upon the parties and enforceable.

- 57.7 Nothing in this special condition prevents or restricts the parties from executing and exchanging physical copies of this Contract.
- 57.8 If the Purchaser fails to comply with special conditions 57.5 and/or 57.6, the Purchaser appoints the Vendor's Solicitors as its attorney to execute two printed copies of this Contract on the Purchaser's behalf.

58. No warranty as to Government Grants

58.1 In this special condition 58, **Government Grants** means any grants, incentives, contributions or other stimulus packages offered in relation to residential property by the Commonwealth Government of Australia and/or Victorian Government including, without limitation:

58.1.1 Land Transfer (Stamp) Duty Waiver;

58.1.2 First Home Buyer Duty Exemption, Concession or Reduction;

58.1.3 First Home Owner Grant;

58.1.4 First Home Loan Deposit Scheme; and

58.1.5 First Home Super Saver Scheme.

58.2 The Vendor and Developer do not make any representations or warranties regarding the Purchaser's eligibility or otherwise to participate in any Government Grants.

58.3 The Purchaser is relying entirely upon the Purchaser's own enquiries relating to the Purchaser's eligibility for any Government Grant including:

58.3.1 property value caps;

58.3.2 an income cap; and

58.3.3 the construction commencement date.

58.4 The Purchaser further acknowledges that:

58.4.1 it has not relied upon any representation made by either the Vendor, Developer, the Vendor's Agent, the Vendor's Legal Practitioner or anyone acting on the Vendor's or Developer's behalf in respect of any Government Grants;

58.4.2 it has made its own enquiries with the appropriate Authorities about the availability of, and eligibility for, any Government Grant in respect of the Property;

58.4.3 the Purchaser is ultimately responsible for payment of the Price and neither the Vendor nor the Developer is not liable to pay any money, provide a rebate, reduce the Price or make any contribution towards the build price or payments under any building contract entered into or to be entered into by the Purchaser if any Government Grant is not available or the Purchaser is not eligible for any Government Grant in respect of the Property for any reason whatsoever; and

58.4.4 this Contract is not subject to or conditional upon the Purchaser obtaining the benefit of a Government Grant, it enters into this Contract at its own risk and it would have entered into this Contract regardless of the availability of any

Government Grant or eligibility for any Government Grant in respect of the Property.

- 58.5 The Purchaser releases and discharges the Vendor, the Developer, the Vendor's Agent, the Vendor's Legal Practitioner and anyone acting on the Vendor's or Developer's behalf from any Claim in relation to the Purchaser's failure to obtain any Government Grant.
- 58.6 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this Special Condition 58 except where the Purchaser is entitled to exercise any Retained Rights.

Annexure A

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

TO: **(Vendor)** Mirvac McCormacks Road Pty Ltd ACN 643 366 518 of Level 8, 1 Southbank Boulevard, VIC 3006

and

Supalai Australia Holdings Pty Ltd ACN 602 237 150 c-/ Gersh Investments Partners Ltd of Level 2, 650 Chapel Street, South Yarra VIC 3141

I/We, the guarantors named in the Schedule, Item 4

(Guarantors)

JOINTLY AND SEVERALLY AGREE:

Guarantee

1. In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:
 - 1.1 payment of the purchase money interest and all other monies payable under the Contract; and
 - 1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively **Guaranteed Obligations**).

Indemnity

2. If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

Continuing Guarantee and Indemnity

3. This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:
 - 3.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release, discharge, surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
 - 3.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.
 - 3.3 Any variation, modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.

I/WE CONFIRM THAT I/WE HAVE
READ AND UNDERSTAND THE
TERMS OF THE CONTRACT FOR
WHICH I AM THE GUARANTOR

- 3.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.
- 3.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

Guarantee Independent

4. This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

Notice

5. Any demand or notice may be signed by or on behalf of the Vendor by the solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

Miscellaneous Provisions

- 6 All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor 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 the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
- 7 In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser. The Guarantors waive all rights against the Vendor 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.
- 8 The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
- 9 This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will enure for the benefit of the Vendor and successors and assigns.
- 10 The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

I/WE CONFIRM THAT I/WE HAVE
READ AND UNDERSTAND THE
TERMS OF THE CONTRACT FOR
WHICH I AM THE GUARANTOR

SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor on the **day of sale** for the purchase of the Property.

2. Property: Lot/s 70S Smiths Lane, Clyde North, Victoria

3 Purchaser Name

Purchaser 1

Purchaser 2

Purchaser 3

Purchaser 4

4 Guarantor Name

Purchaser 1
Guarantor(s)

Purchaser 2
Guarantor(s)

Purchaser 3
Guarantor(s)

Purchaser 4
Guarantor(s)

Executed as an agreement on the date by which all parties have signed this Guarantee and Indemnity

Signed by

.....
Signature
Date

Signed by

.....
Signature
Date

Signed by

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Signature
Date

Signed by

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Signed by

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Signature
Date

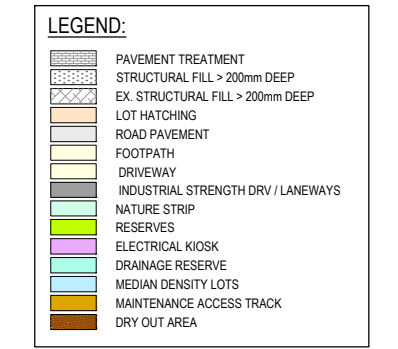
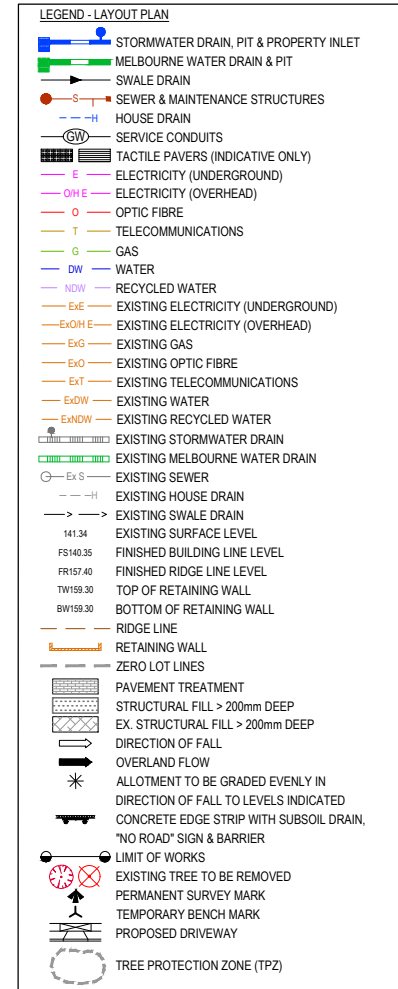
Signed by

.....
Signature
Date



Annexure B

Plan of surface level works



ROAD LAYOUT TABLE

Road Name	Reserve Width (m)	Road Width (m)			Kerb Type		Verge Width (m)	
		Lip to Lip	Inv to Inv	Back to Back	Nth/West	Sth/East	Nth/West	Sth/East
CRAIGEND STREET	16.00	6.40	7.30	7.60	600 B2	600 B2	4.50	4.20
BAILLIESTON ROAD	16.00	6.40	7.30	7.60	600 B2	600 B2	4.50	4.20
LANARK STREET	14.50	5.10/7.20	6.00/8.10	6.30/8.40	600 B2	600 B2	4.22	4.28
DROMORE AVENUE	20.00	6.40	7.30	7.60	600 B2	600 B2	8.20	4.50
LISMAC AVENUE	16.00	6.40	7.30	7.60	600 B2	600 B2	4.20	4.50

SERVICE OFFSET TABLE

Location	Gas		ND - Water		Water		Electricity		Telecommunication		Sewer	
	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)
CRAIGEND STREET	N	2.25	N	2.70	N	3.20	S	2.60	S	1.85	N/S	Ex1.0/Ex1.0
BAILLIESTON ROAD	N	2.25	N	2.70	N	3.20	S	2.60	S	1.85	N/S	Ex1.0/1.0
LANARK STREET	E	2.00	E	2.45	E	2.95	W	1.20	W	0.85	E	1.0
DROMORE AVENUE	N	2.25	N	2.70	N	3.20	S	6.25	S	5.50	N/S	1.0/1.0
LISMAC AVENUE	E	2.25	E	2.70	E	3.20	W	2.60	W	1.85	E	1.0

NOTE: STREET TREES ARE TO BE PLANTED IN THE CENTRE OF ALL NATURE STRIPS

WARNING
BWARE 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.
BEFORE YOU DIG
 www.byda.com.au

FOR CONSTRUCTION

REV	DESCRIPTION	DATE	DRN.	APP.	REV	DESCRIPTION	DATE	DRN.	APP.
C	NUMBER OF DRAWINGS AMENDED	30.04.24	LM	SY					
B	LEVELS ADDED	18.03.24	BP	SY					
A	ISSUED FOR CONSTRUCTION	21.02.24	LM	SY					

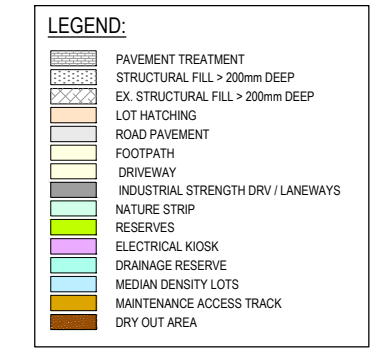
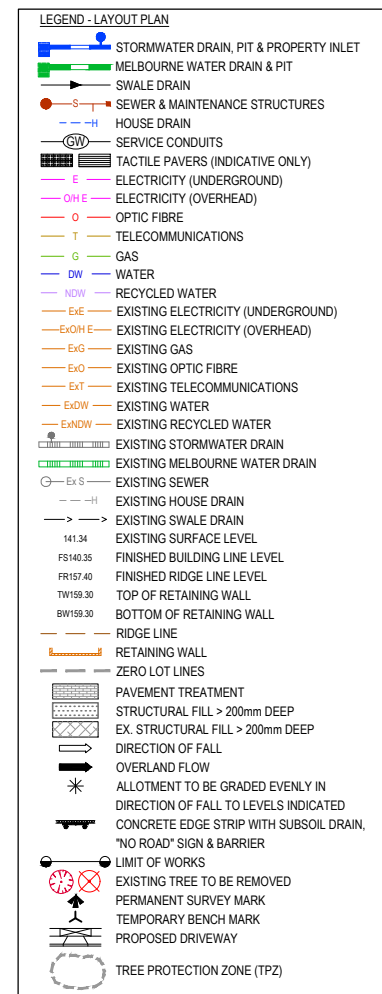
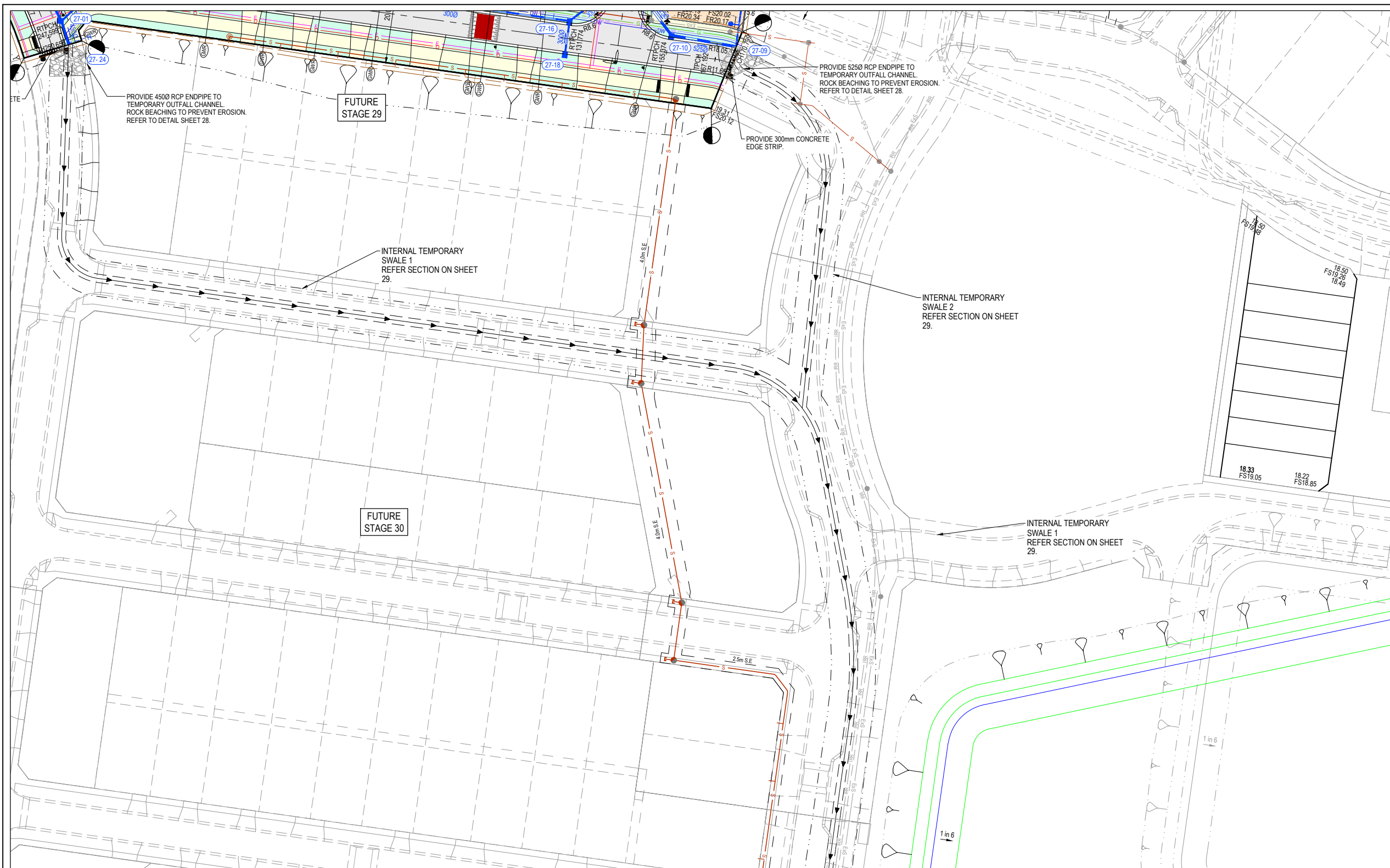


Designed: B.PAPPALARDO 19.10.2023
 Date: 19.10.2023
 Drawn: M.F. JAURIGUE
 Checked: L.MURRAY 13.06.2023
 Date: 13.06.2023
 Approved: S.YOUNG PE2008696
 Reg. No. 15.06.2023
 Date: 15.06.2023
 PS Number: PS915532P

BW Beveridge Williams
 Development & Infrastructure Consultants
 1 Glenferrie Road Malvern VIC 3144 ph: 03 9524 8888 www.beveridgewilliams.com.au

Project Details: SMITHS LANE STAGE 27 CITY OF CASEY
 Drawing Title: LAYOUT PLAN (SHEET 1 OF 3)

Sheet 03 of 31
 Scale: 1:500 @ A1
 Project Ref: 1101438 Stage No: 27 Drawing No: 010 Rev: C



ROAD LAYOUT TABLE

Road Name	Reserve Width (m)	Road Width (m)			Kerb Type		Verge Width (m)	
		Lip to Lip	Inv to Inv	Back to Back	Nth/West	Sth/East	Nth/West	Sth/East
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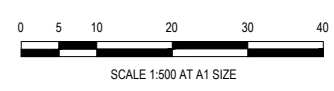
Location	Gas		ND - Water		Water		Electricity		Telecommunication		Sewer	
	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)
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BAILLIESTON ROAD	N	2.25	N	2.70	N	3.20	S	2.60	S	1.85	N/S	Ex1.0/1.0
LANARK STREET	E	2.00	E	2.45	E	2.95	W	1.20	W	0.85	E	1.0
DROMORE AVENUE	N	2.25	N	2.70	N	3.20	S	6.25	S	5.50	N/S	1.0/1.0
LISMAC AVENUE	E	2.25	E	2.70	E	3.20	W	2.60	W	1.85	E	1.0

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FOR CONSTRUCTION

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A	ISSUED FOR CONSTRUCTION	21.02.24	LM	SY					



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 Reg. No. PE0005606
 Date: 15.06.2023
 PS Number: PSS15532P

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Project Details: SMITHS LANE STAGE 27 CITY OF CASEY
 Drawing Title: LAYOUT PLAN (SHEET 2 OF 3)

Sheet 04 of 31
 Scale: 1:500 @ A1
 Project Ref: 1101438 Stage No: 27 Drawing No: 011 Rev: B



Annexure C

Design Guidelines

SMITHS LANE

CLYDE NORTH

DESIGN GUIDELINES
JANUARY 2024

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VISION & PROCESS

The aim of the Smith Lane Design Guidelines is to create a coherent vision for this new community. These design guidelines are not intended to restrict or limit the home design on your lot. Rather, the guidelines have been designed to ensure all homes at Smiths Lane are built to a high architectural standard and encourage a variety of housing styles that are sympathetic to the local streetscape and reflect the preferred character and quality of Smiths Lane.

The key design elements that purchasers and home builders are encouraged to address include:

- Siting and orientation
- Architectural style and built form
- Landscaping and fencing
- Sustainability

All new buildings and landscape designs must be consistent with the Design Guidelines.

Medium density, mixed use sites and non residential buildings such as schools, childcare facilities, commercial and retail, will be assessed and approved via separate design criteria to the Smiths Lane Design Guidelines. Approval of these buildings and sites will be to the discretion of the Design Review Panel (DRP).

Before any work commences on your site, you must obtain approval of your plans from the Design Review Panel (DRP).

The following summary will assist you in navigating the building approval process at Smiths Lane.

Step 1 – Land purchase

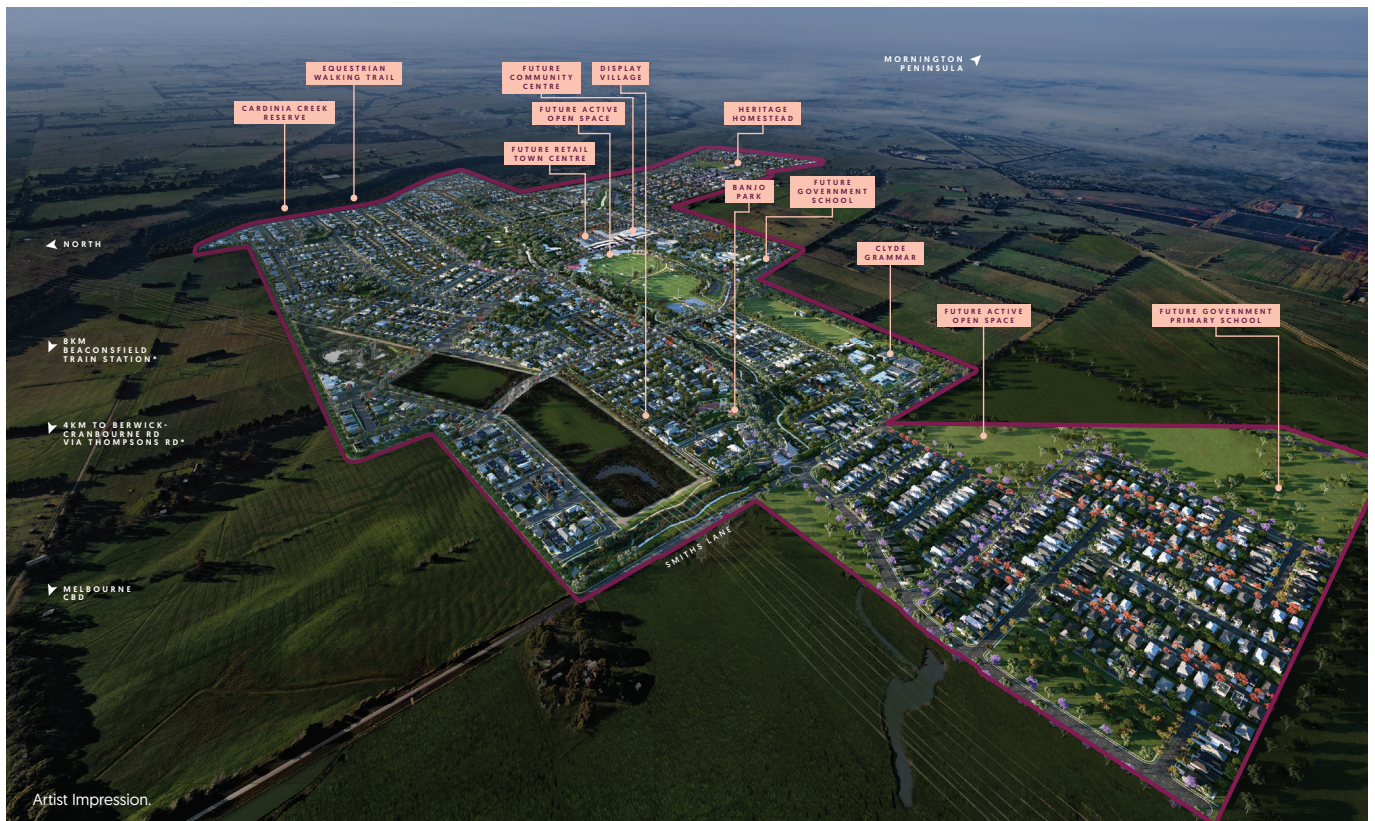
Purchase your selected allotment from Mirvac.

Step 2 – Design your home

Ensure your architect, builder and designer are aware of the requirements within the Smiths Lane Design Guidelines as well as any Restrictions and Building Envelope Plans on the Plan of Subdivision. Make sure they are aware of the landscaping requirements in order to qualify for the front lot landscaping package. You should also ensure that you have complied with any applicable building codes, Council by-laws and other local authority requirements.

Step 3 – Submit plans for approval to the DRP

Submit your house design and completed Design Assessment Form at the Smiths Lane Design Portal <https://portal.smithslane.mirvac.com/>. Ensure your submission contains all the required information (as set-out in the checklist). Approval can be expected within 30 working days providing all documents have been submitted and they comply with the Smiths Lane Design Guidelines. In the event of non-compliance, structured feedback will be provided to facilitate approval. If all feedback has been addressed, you should expect approval within 10 working days of resubmitting.



Step 4 – Building permit application (by your builder)

A Building Permit must be obtained from either the City of Casey or a licenced surveyor. Your registered building surveyor will require your home design to comply with the Restrictions on the Plans of Subdivision and will require evidence of DRP approval (usually stamped plans). If any further design modifications are made, you will be required to resubmit plans to the DRP for reassessment.

Step 5 – Construction

Once received, a Building Permit allows you to commence construction. In accordance with the Contract of Sale, construction of your home must commence within 12 months from the date of settlement of your lot. Completion of your home must be within 12 months of build commencement. Landscaping must be completed within 3 months of Certificate of Occupancy unless you take up the Smiths Lane Front Lot Landscaping Package.

Step 6 – Certificate of occupancy

Subsequent to Certificate of Occupancy; all kerb/sidewalk rectification works must be completed within 90 days. Your driveway and crossover must be completed before you move in to your new home.

Step 7 – Smiths Lane landscaping package

Please refer to the Smiths Lane Landscape Request Form (Appendix 4) for details on how to be eligible for the Front Lot Landscaping Package.



HOME STYLE GUIDE

Contemporary Australian architecture will best define the style of homes at Smiths Lane. This will be achieved through simple forms and well-proportioned façade elements combined with controlled use of architectural styles, materials and colours selected to reflect the character of the home location within the Smiths Lane Estate.

The guidelines will not restrict reproductive styles such as Victorian, Edwardian or Federation forms or other architectural styles. Each home built at Smiths Lane will undergo a review by the Design Review Panel (DRP) based on its adherence to the guidelines set-out below and how it relates to the overall vision for Smiths Lane. The Mirvac Design Review Panel will exercise its discretion and will assess each case on its architectural merit.

SITING THE HOME

- Buildings should aim to be orientated to take advantage of passive solar access and ventilation.
- To site the home, Building Envelope Plans (BEP) have been prepared for all lots over 300 square metres where the Small Lot Housing Code is not applied. Please refer to the relevant plan of subdivision for individual lot building envelopes. The dwelling and garage should be contained within the building envelope.
- Building outside of the building envelope is subject to approval from Council and the DRP.
- Homes should be set back a minimum of 4m and a maximum of 6m from the front boundary unless the Small Lot Housing Code applies or the Building Envelope allows.
- Front entries should be clearly visible from the street and must include a covered veranda, porch or portico or other integral entry feature which may encroach 1.5m into the front setback to provide a sense of address.
- For corner lots, a minimum setback of 2m to the secondary street frontage is required unless the Small Lot Housing Code applies.
- Garages must be setback a minimum of 5.5m from the front boundary and a minimum of 1m behind the front wall of the home.
- A Build to Boundary Zone must only apply to one side boundary. Only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot, unless the Small Lot Housing Code applies.
- It is recommended that the side setback is on the side of the lot not containing the garage.
- Large, bulky buildings with unarticulated wall surfaces will not be approved.

FAÇADE, MATERIALS & FINISHES

- Home façades must incorporate a minimum of two and maximum of four materials or finishes. One material or finish may constitute up to 70% of the overall front façade.
- The use of natural materials, non-reflective finishes and muted colours is encouraged. The main colours of the façade should be light, natural and earthy. Highlight materials such as timber or natural stone are encouraged to articulate design elements. Any tile claddings should be matte in finish (i.e - not glossy).
- Bright or fluorescent colours will not be approved, unless they are deemed complementary to the design of the dwelling at the discretion of the DRP.
- Continuation of materials used on the front of your home must return to the side of the home to a length of 4m with the exception of garages built on the boundary.
- Homes may be approved with one material finish subject to design and architectural merit at the discretion of the DRP.
- Homes must avoid replicating an identical façade to another dwelling within three lots in either direction on the same side of the street or within three lots on the opposite side of the street.
- In the event that more than one application of the same façade design has been submitted for lots within close proximity, consent will be given to the first complete application to be received.
- Highly reflective window tints are not permitted to publicly visible façades.
- Lightweight infills are not permitted above any window openings along façades directly visible from the street or public open space. Infills are permitted above garage doors where the colour matches the garage door colour.
- External security blinds and roller shutters are not permitted.
- Front security doors must complement the style of the home and not dominate the façade.

Articulation on corner lots:

Design and articulation of corner lots must comply with the below controls;

- A feature window must be provided to the secondary street frontage of your home within the first four [4] metres from the front façade. Highlight windows are discouraged.
- Design elements (such as verandas, detailing, feature windows and materials) used on the primary frontage must continue on that part of the secondary frontage visible to the public realm.

When designing a double storey home on a corner lot, designs must also;

- Double storey homes on corner lots must have a minimum 20% glazing to the upper floor that faces the secondary frontage, measured as an area of the upper floor wall elevation.
- Double storey dwellings must provide variation in materials between the upper and lower storeys to articulate the corner of both façades.



- Garage doors must be a sectional door in a timber, timber look or Colorbond® finish. Open carports will not be approved.
- The width of the garage door opening can be no more than 40% of the width of the primary lot frontage, unless:
 - The dwelling is double storey in nature in which the width of the garage opening can exceed 40% of the primary frontage with approval by the Design Review Panel; or
 - The lot is irregular in nature in which case the garage opening cannot exceed 40% of the width of the lot as taken at the primary building frontage; or
 - As otherwise approved by the Design Review Panel at its discretion based on the architectural merit of the proposed dwelling.
- Driveways must be constructed from a hard surface material such as exposed aggregate concrete, segregated brick, slate, natural stone pavers or coloured through concrete. Plain concrete is not permitted.
- Special consideration from the DRP will be given to permeable driveway outcomes based on material selection and architectural merit.
- The driveway is not to exceed the width of the garage opening plus allowance for a front entry pathway.
- Driveway widths must match back to the width of the constructed vehicle crossover at the title boundary.
- Where garages are located on the allotment boundary, a 500mm minimum landscaped garden bed is required between the driveway and the allotment boundary.
- Only one crossover and driveway is permissible per allotment (unless otherwise approved by the DRP and Council on corner allotments on application). Your driveway must align exactly with the crossover provided by Mirvac and must be constructed before occupation of the home.
- Relocation of your crossover requires DRP approval. Related costs must be paid by the property owner prior to construction. Relocation is at Mirvac's total discretion and is not always possible due to the status of the civil works program, layout of streets, street trees and underground service. Should you request to have your crossover relocated or an additional crossover installed (corner lots only), please email us at vic.settlements@mirvac.com

ROOFING & EAVES

- Hip and gable roofs must have a minimum roof pitch of 22 degrees.
- Skillion roofs must have a minimum pitch of 10 degrees.
- Flat roof forms that have a pitch less than 15 degrees must be concealed with parapet walls from the public realm.
- Single storey homes with a pitched roof must include minimum 450mm eaves to all sides of the home that face a street or public open space and return for a minimum of 4m.
- Double storey homes with a pitched roof must include a minimum 450mm eave to all sides of the dwelling on the upper storey.
- Eaves are not required to wrap around garage walls on the boundary or to parapet wall.

The roof must be finished in one of the following materials and the colour must be complementary to the design of the home:

- Non-reflective corrugated metal deck roofing
- Terracotta, Concrete, Clay or Slate low-profile tiles

FENCING

- Construction of front lot fencing, side boundary fencing, rear boundary fencing and return/wing fencing is by the purchaser and not the developer and must be constructed in line with the specifications provided at Appendix 3.
- Corral fencing forward of the return fencing between allotments is mandated and will be constructed by Mirvac. This corral fencing is to be setback 1m from the front title boundary. Specifications are provided at Appendix 3 (fence type LA002/003).
- Side and rear boundary fencing must be 1.8m high timber paling. Specifications are provided at Appendix 3 (fence type LA006).
- The return fencing to the dwelling must be of a permeable timber-batten style and must return a minimum 1m behind the front wall of the home and 4m on a corner lot. Specifications are provided at Appendix 3 (fence type LA007/008). Please note that dimensions of timber battens specified are a guide only, subject to approval from the DRP. We encourage you to stain or paint this to match the home.
- On corner lots, side boundary fencing along the secondary street frontage for corner lots must be 1.8m high timber paling, lapped and capped. Express posts to corner boundary fencing may be considered provided they match or complement the fence in material and/or colour subject to approval from the DRP. This fence must return to the side wall of the home a minimum of 4m behind the front wall.
- Corner boundary and return fence facing public areas are to be stained in colour similar to Sikkens Cetol HLSe in Colour Walnut (010).
- Corral fencing is not permissible forward of this return along the secondary street fronting unless otherwise approved by the DRP. Specifications are provided at Appendix 3 (fence type LA005).
- Feature fencing will be delivered on lots adjoining the transmission easement and may be delivered on lots adjoining local parks or other areas within Smiths Lane. This will be delivered by Mirvac. Specifications are provided at Appendix 3 (fence type LA004).
- Front Fencing is allowable. Any front fencing must be a maximum of 1.2m high or a maximum of 1m high if on a corner lot. All front fencing should be of an open/permeable style and constructed from a feature, high-quality material to complement the style of the home and corral fencing. This requirement also applies to front fencing on secondary frontages. 'Swimming pool' style fencing are not permitted as front fences.
- Approval for front fencing is at the discretion of the DRP, and approval must be obtained prior to installation. The owner must extend the inter-lot corral fencing between lots to meet the front fencing at the title boundary.
- Where purchaser fencing is to be installed on retaining walls delivered by Mirvac in the rear or side of lots, fencing must be installed as per the detail provided in the engineering plans.



LETTER BOXES & ANCILLARY

- Letter boxes must be contemporary in style and constructed from masonry, timber or painted metal, sized as per Australia Post recommendations and match in with the design of the home.
- Single post supporting letterboxes will not be approved.
- Dwelling services such as clothes lines, air conditioning units, satellite dishes, antennae and water tanks must be located away from direct view lines from the street or public realm. Any outbuilding less than 10sqm must be clad in an approved colour to compliment the dwelling.
- Any outbuilding greater than 10sqm must be constructed so that the external appearance matches the main dwelling in colours, materials and style.
- Rubbish bins, recycling bins and any other garbage disposal containers are to be stored away from public view.
- Dwellings must be connected to all available infrastructure such as the National Broadband Network and the recycled water network.



LANDSCAPING & RETAINING YOUR LOT

Mirvac are offering a front lot landscaping package to eligible purchasers who comply with the Front Lot Landscaping Package Terms and Conditions. There are 4 designs to choose from. These designs are on display at the Smiths Lane Sales Experience Centre.

Prior to Mirvac installing your complimentary Front Lot Landscaping Package you must ensure the following is complete to the satisfaction of Mirvac:

- Pre-work must be completed to accommodate an irrigation system:
 - A 90 mm PVC pipe or similar is required to be installed under the driveway setback at a minimum of one (1) metre from the front boundary.
- Front path treatment:
 - The front garden package does not include a front garden path. The installation of a path is the responsibility of the owner should you choose to do one. The path must be installed prior to receiving the Front Lot Landscaping Package.
- General construction items:
 - Driveway complete.
 - All required earthworks complete and landscape area levelled to 100mm below driveway level in preparation for top soil.
 - Retaining walls complete (if applicable) and in accordance with the Design Guidelines. (If batter is to be used, it should not be more than 1:6 gradient - consult your builder or architect).
 - All site rubbish removed.
 - Garage door installed.
 - Porch and front paths (if applicable) complete.
 - Rear, side and return fencing installed (Mirvac will install the front lot fencing as part of the package).
 - Approved letterbox installed.
 - Drainage infrastructure installed (as required).
 - NBN Co. street connection completed.
 - Clear access to area in which works will be undertaken.

Should you choose not to take up the complimentary Front Lot Landscaping Package from Mirvac the following landscaping guidelines apply:

- Front landscaping must be completed within 3 months of occupation of the home.
- The front garden must include a canopy tree that is a minimum height of 1m at installation and 4m in diameter at maturity. The following list can provide some guidance on appropriate tree selection:

Botanical name	Common name	Mature size [HxW]
<i>Backhousia citriodora</i>	Lemon Scented Myrtle	8m x 4m
<i>Callistemon 'Kings Park Special'</i>	Kings Park Special Bottlebrush	4m x 2m
<i>Calodendrum capons</i>	Cape Chestnut	10m x 6m
<i>Corymbia citriodora 'Scentuous'</i>	Dwarf Lemon Scented	7m x 5m
<i>Corymbia eximia nana</i>	Yellow Bloodwood	7m x 5m
<i>Eucalyptus Caesia 'Silver Princess'</i>	Silver Princess	5m x 4m
<i>Koelreuteria paniculata</i>	Golden Rain Tree	6m x 4m
<i>Lagerstroemia indica x fauriei 'Tonto'</i>	Tonto Crepe Myrtle	3m x 3m
<i>Lagerstroemia indica x L. Fauriei 'Tuscarora'</i>	Tuscarora Crepe Myrtle	6m x 5m
<i>Magnolia Grandiflora 'Little Gem'</i>	Little Gem Magnolia	6m x 3m
<i>Olea europa 'Swan Hill'</i>	Swan Hill Olive	8m x 6m
<i>Pistacia chinensis</i>	Chinese Pistachio	8m x 6m
<i>Tristanopsis laurina 'Luscious'</i>	Luscious Kanooka	8m x 5m
<i>Gleditsia triacanthos var. inermis 'Elegantissima'</i>	Compact Honey Locust	4m x 3m

- Any landscaped areas visible from the street or open space must always be maintained, kept neat and tidy with no excessive weed growth. This includes nature strips which are the responsibility of the lot owner.
- Impermeable hard surface materials must not exceed 60% of the front garden area including the driveway and front path.
- Artificial turf must not be used in the front lot landscaping.
- Any decorative stones, pebbles or mulches used should be in natural colours of grey to brown. Brightly coloured/dyed wood mulches or pebbles (such as red and white) are not accepted.

- Any retaining structures must be no more than 1 metre in height between a dwelling and a street or public space.
- Any cutting and filling deeper than 1 metre must use either planted and landscaped embankments (maximum 1:6 gradient), or a combination of a series of retaining structures (maximum 1 metre high steps) with planted embankments or terracing.
- The existing slope is not to be modified in any way that will affect the structural integrity or any structure erected on an adjoining lot.
- The installation of any new retaining walls that will structurally affect the existing walls, building platforms or batters, and any modification of the lot's existing batters and retaining walls, is only permitted once you have obtained professional advice from a structural engineer and received all relevant approvals. A copy of such advice and approvals must be provided to the Design Review Panel.



GOOD NEIGHBOUR GUIDE

Vehicles

- Vehicles of any kind are not permitted in your front yard, on footpaths, verges or vacant land. Your driveway can be used to park cars or light utilities but not for long term storage of boats, caravans or containers.
- To keep thoroughfares clear, trucks or similar vehicles cannot be parked on the roadway for extended periods of time.
- Trucks, trailers, boats and caravans must be parked off street and out of public view.

Gardens

- Front gardens should be kept tidy with grass (including verge) mowed regularly, gardens weeded, and plants thriving for an evergreen look and feel.

Waste

- Rubbish bins should always be kept behind fences or screened from both public and neighbouring allotment views; except for the day of rubbish collection.

Laundry

- Clothes drying facilities must be located away from or screened from public view.

Window fittings

- Homes should be fitted with curtains, blinds or shutters. Please ensure visually prominent security screens [e.g. diamond grills]; or vertical blinds are not installed on doors or windows facing any street frontage.

Construction

- Mirvac will be trialling different waste removal systems with home builders to ensure that waste is kept to a minimum and recycled where possible. The aim is to minimise the dumping of material in landfill.
- During home construction, no rubbish can accumulate on the lot unless stored in a skip or bin and trade vehicles or delivery vehicles must not park on verges, footpaths, nature strips or park reserves.
- Building materials are not permitted to be delivered or stored on the nature strip or anywhere outside the title boundary.

Other

- No advertising signage is permitted on either vacant land or an occupied allotment.



SUBMISSION CHECKLIST

SITE PLAN CHECKLIST

- North point
- Scale (1:100, 1:200)
- Lot boundaries, title boundaries and setout locations; building footprint (outline) and easements
- Slab levels
- Site contours and site levels
- Building setback dimensions (from all boundaries)
- Location of driveway and crossover and front path
- Location of retaining walls (where applicable)
- Location of swimming pools (where applicable)
- Location of services (hot water service, water tanks and air conditioning)
- Connection to recycled water indicated
- BAL rating
- Location of all outbuildings

FLOOR PLAN CHECKLIST

- North point
- Scale (1:100, 1:200)
- Finished floor levels
- All internal rooms and spaces
- Internal floor area
- Internal garage area
- Smart wired in accordance with NBN requirements
- Garage dimensions
- Site coverage
- Site permeability

ELEVATIONS

- Scale (1:100, 1:200)
- Natural ground level
- Finished ground level
- Building heights relative to ground level
- Materials and finishes
- Roof pitch and materials
- Locations of services (hot water services, water tanks and air conditioning)

SECTIONS

- Scale (1:100, 1:200)
- Natural ground level
- Finished ground level
- Cut and fill levels
- Ceiling heights
- Building heights relative to ground level
- Materials and finishes
- Roof pitch and materials

MATERIALS & FINISHES SCHEDULE

- Façade materials analysis table
- All buildings façades materials and colours
- All roof colours and materials
- All fencing including any front fencing finishes and colours

LANDSCAPE PLAN CHECKLIST

- Landscape Request Form (Appendix 5) if applicable
- Driveway materials and finish
- Entry path if applicable
- Fencing line, materials and colours
- Established tree locations and species if applicable
- Hot water service location
- Water tank locations
- Letter box location and design



SMITHS LANE

by mirvac

DESIGN ASSESSMENT APPLICATION FORM

Lot Number _____ Date: _____

Owner's Contact Details:

Owner's Name _____ Preferred Contact No. _____
Email _____
Address _____
Suburb _____
Postcode _____ State _____

The main point of contact for all design assessment correspondence will be your **builder/architect**.
Please provide contact details below:

Contact Details for Builder/Architect:

Company _____
Main Contact Name _____ Ph. _____
Email _____
Address _____
Suburb _____
Postcode _____ State _____

SMITHS LANE

by mirvac

Front of Lot Landscaping - please select one of the following:

I consent to Mirvac completing the landscaping to the front of my lot and I will provide a completed **Landscape Request Form** nominating my preferred landscape design to Mirvac as part of this Design Assessment Application.

or

I plan to design and install my own landscaping to the front of my lot and my builder/architect will provide **Landscape Plans** as part of my Design Assessment Application. I understand landscape works to the front of my lot must be completed within 3 months of the issue of a Certificate of Occupancy.

By submitting this application form to Mirvac I acknowledge the following:

- My building designer is aware of the **Smiths Lane Design Guidelines**.
- I understand that my house design must comply with all sections of the **Smiths Lane Design Guidelines**.
- Approval by the Design Review Panel (DRP) does not guarantee my design complies with the requirements of the **Restrictive Covenants and City of Casey Council or the Building Regulations (Rescode)**.
- My house design will need to be re-submitted for assessment under the **Smiths Lane Design Guidelines** if the design changes as a result of the requirements of the Building Surveyor.

Signed (owner) _____ Date: _____

APPENDIX 2:
FAÇADE MATERIAL
ANALYSIS FORM

FAÇADE MATERIALS ANALYSIS TABLE

This table must be submitted with your Design Assessment Application.

Lot Number _____ Application Ref Number _____

Table 1 is applicable to a **primary** street façade only to demonstrate that the façade complies with the Home Style Guide of the Smiths Lane Design Guidelines.

Table 1

	Material	Material Colour	Material Area (m2)	Area as Proportion of Whole Façade (%)
Material 1				
Material 2				
Material 3				
Material 4				
		Total Façade Area	m2	100%

Note: Principal façade material and colour to be no more than 70% of total façade area [excluding door/window openings]

Table 2 is only applicable if your lot has a **secondary** street façade or where the secondary façade fronts public open space. Complete this table to demonstrate that the secondary façade complies with the Home Style Guide of the Smiths Lane Design Guidelines.

Table 1

	Material	Material Colour	Material Area (m2)	Area as Proportion of Whole Façade (%)
Material 1				
Material 2				
Material 3				
Material 4				
		Total Façade Area	m2	100%

Note: Principal façade material and colour to be no more than 70% of total façade area [excluding door/window openings]

APPENDIX 3:
FENCING DESIGN GUIDE

SMITHS LANE

FENCING DESIGN GUIDE

DETAIL DESIGN

DRAWING REGISTER

M19007-02-LA-00A	COVER PAGE & DRAWING REGISTER
M19007-02-LA-001	LOCATION PLAN
M19007-02-LA-002	FENCING DETAILS - SHEET 1
M19007-02-LA-003	FENCING DETAILS - SHEET 2
M19007-02-LA-004	FENCING DETAILS - SHEET 3
M19007-02-LA-005	FENCING DETAILS - SHEET 4
M19007-02-LA-006	FENCING DETAILS - SHEET 5
M19007-02-LA-007	FENCING DETAILS - SHEET 6
M19007-02-LA-008	FENCING DETAILS - SHEET 7

WARNING



Services shown on this drawing are approximate only. The exact location is to be confirmed on site by contractor prior to commencement of work.

www.1100.com.au

NOTES

Check all dimensions and site conditions prior to commencement of any work, the purchasing or ordering of any materials, fitting, plant services or equipment and the fabrication of any components.

Do not scale drawings - refer to figured dimensions only. Any discrepancies shall immediately be referred to the landscape architect for clarification.

All drawings may not be reproduced or distributed without prior permission from the landscape architect.

DATE	REV	AMENDMENTS
16.10.2019	A1	DETAIL DESIGN

ASPECT Studios™

ASPECT Studios Pty Ltd
Level 4, 160 Queen Street
Melbourne VIC 3000
Australia
T 03 9417 6844
F 03 9417 6855
www.aspect-studios.com
melbourne@aspect-studios.com
ABN 11 120 219 561

MELBOURNE

CLIENT

MIRVAC
Level 5, Building Q3
6 Riverside Quay
Southbank VIC 3006

PROJECT


Smiths Lane
Fencing Design Guide

STATUS

DETAIL DESIGN
NOT FOR CONSTRUCTION

DRAWING

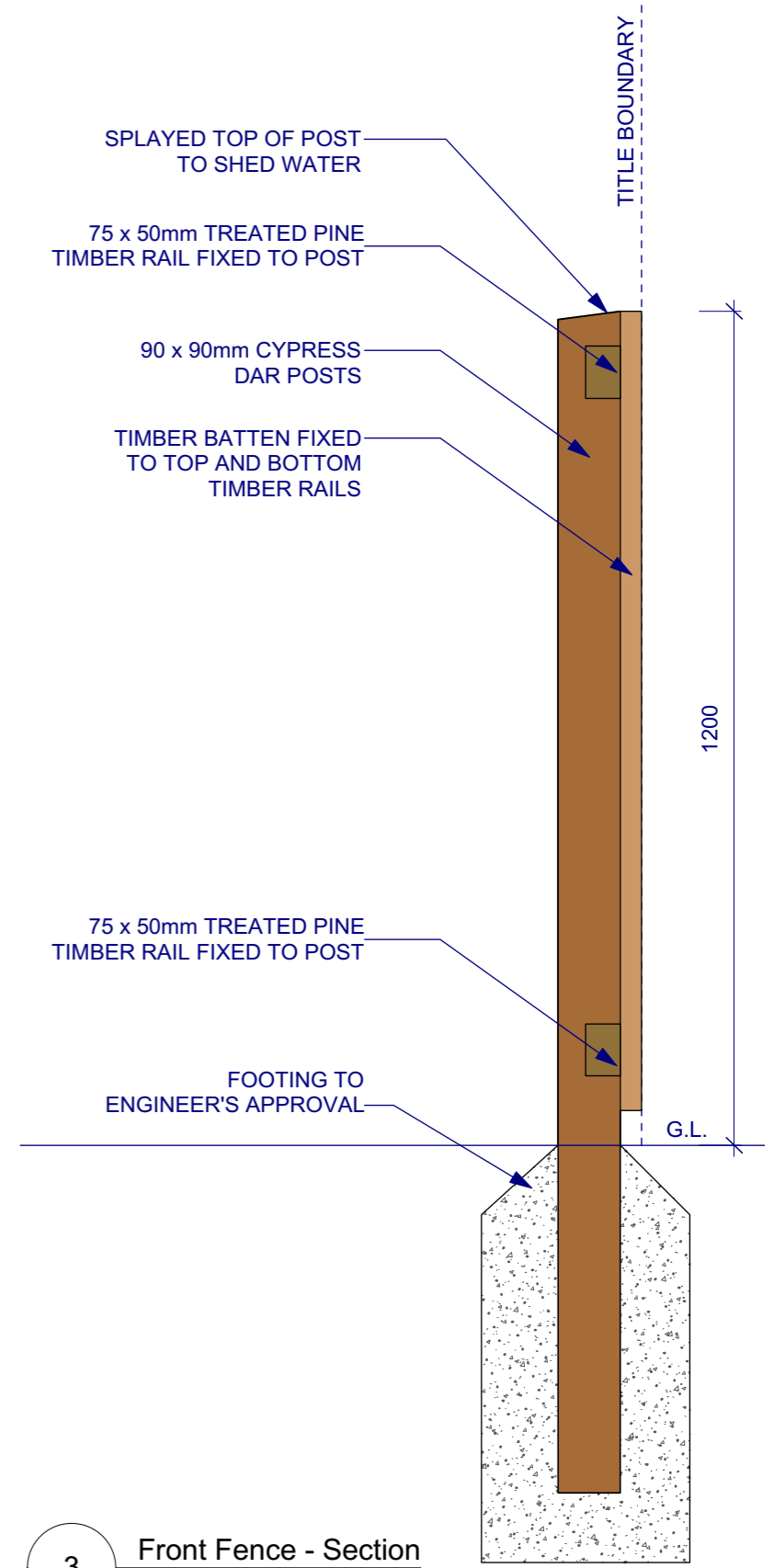
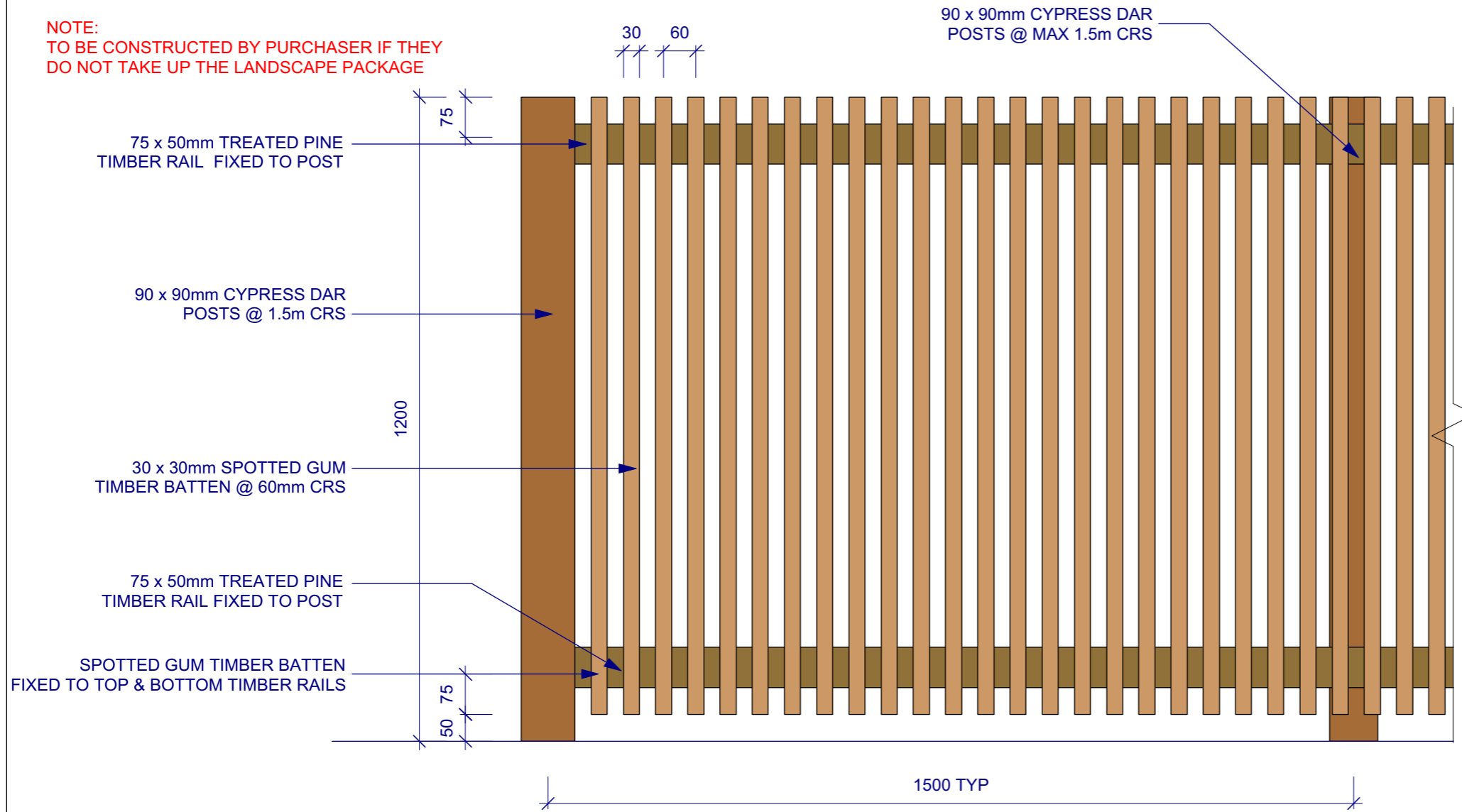
Cover Page & Drawing Register



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DRAWING NO. M19007-02- LA-00A **REVISION** A1

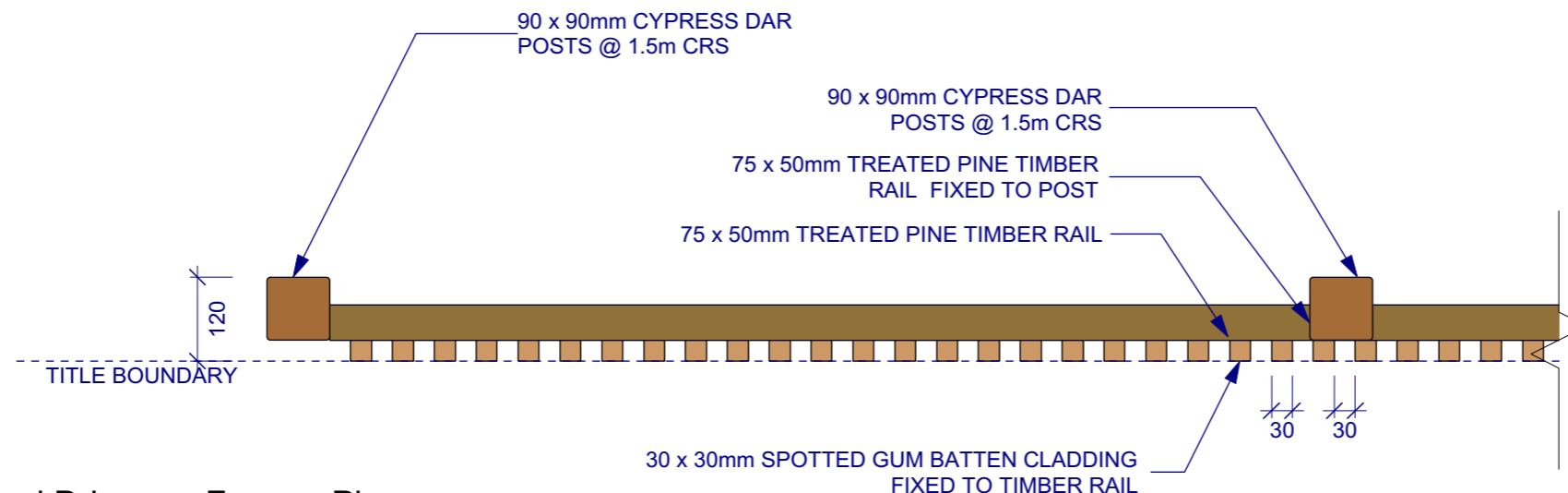
NOTE:
TO BE CONSTRUCTED BY PURCHASER IF THEY
DO NOT TAKE UP THE LANDSCAPE PACKAGE



1 Internal Corral and Driveway Fence - Elevation
SCALE: 1:10

3 Front Fence - Section
SCALE: 1:10

2 Internal Corral and Driveway Fence - Plan
SCALE: 1:10



NOTES
Check all dimensions and site conditions prior to commencement of any work, the purchasing or ordering of any materials, fitting, plant services or equipment and the fabrication of any components.
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DATE	REV	AMENDMENTS
16.10.2019	A1	DETAIL DESIGN

ASPECT Studios™
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MELBOURNE

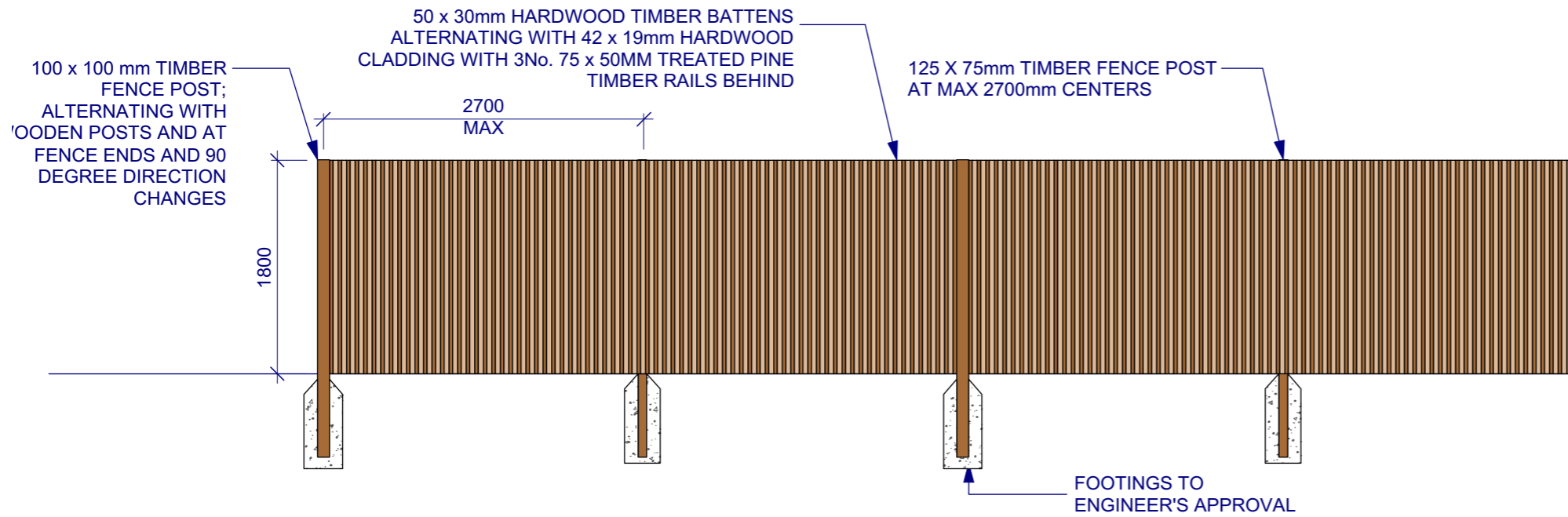
CLIENT
MIRVAC
Level 5, Building Q3
6 Riverside Quay
Southbank VIC 3006

PROJECT
Smiths Lane
Fencing Design Guide

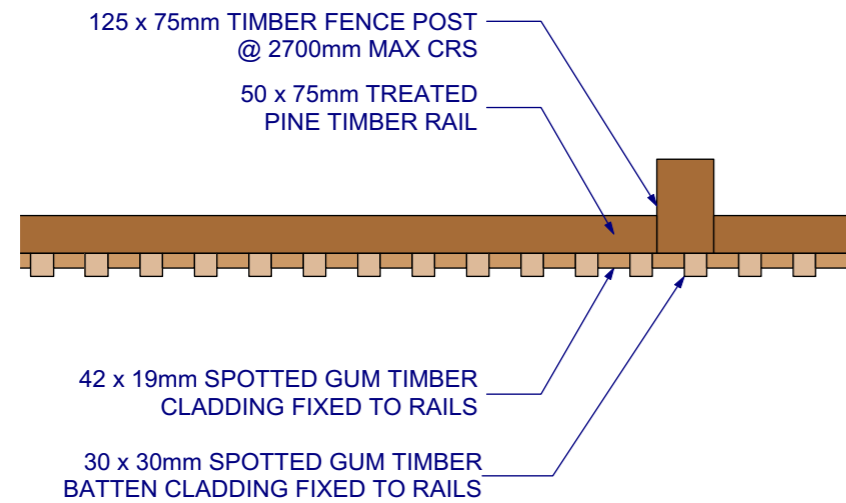
STATUS
DETAIL DESIGN
NOT FOR CONSTRUCTION

DRAWING
Fencing Details
Sheet 2
DRAWN: BF
CHECKED: AMP
SCALE: A1 | SCALE A3: 1:10
DRAWING NO.: M19007-02-LA-003
REVISION: A1

NOTE:
TO BE CONSTRUCTED BY MIRVAC



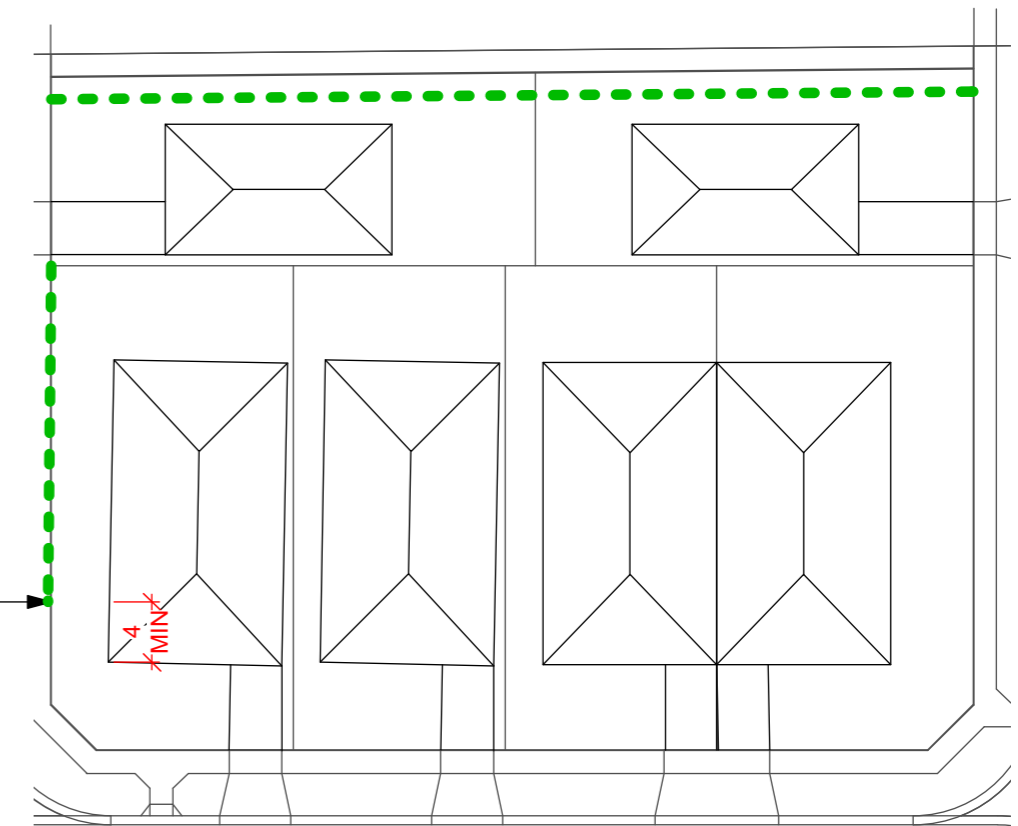
1 Feature Fence Adjacent Open Space - Elevation
SCALE: 1:50



2 Feature Fence Adjacent Open Space- Plan
SCALE: 1:10

FENCE TO END A MINIMUM OF 4m BEHIND FRONT WALL

FEATURE FENCING TO BE CONSTRUCTED BY MIRVAC IN SELECT LOCATIONS



3 LOCATION PLAN
SCALE: 1:500



NOTES
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All drawings may not be reproduced or distributed without prior permission from the landscape architect.

DATE	REV	AMENDMENTS
16.10.2019	A1	DETAIL DESIGN

ASPECT Studios™
ASPECT Studios Pty Ltd
Level 4, 160 Queen Street
Melbourne VIC 3000
Australia
T 03 9417 6844
F 03 9417 6855
www.aspect-studios.com
melbourne@aspect-studios.com
ABN 11 120 219 561

CLIENT
MIRVAC
Level 5, Building Q3
6 Riverside Quay
Southbank VIC 3006

MELBOURNE

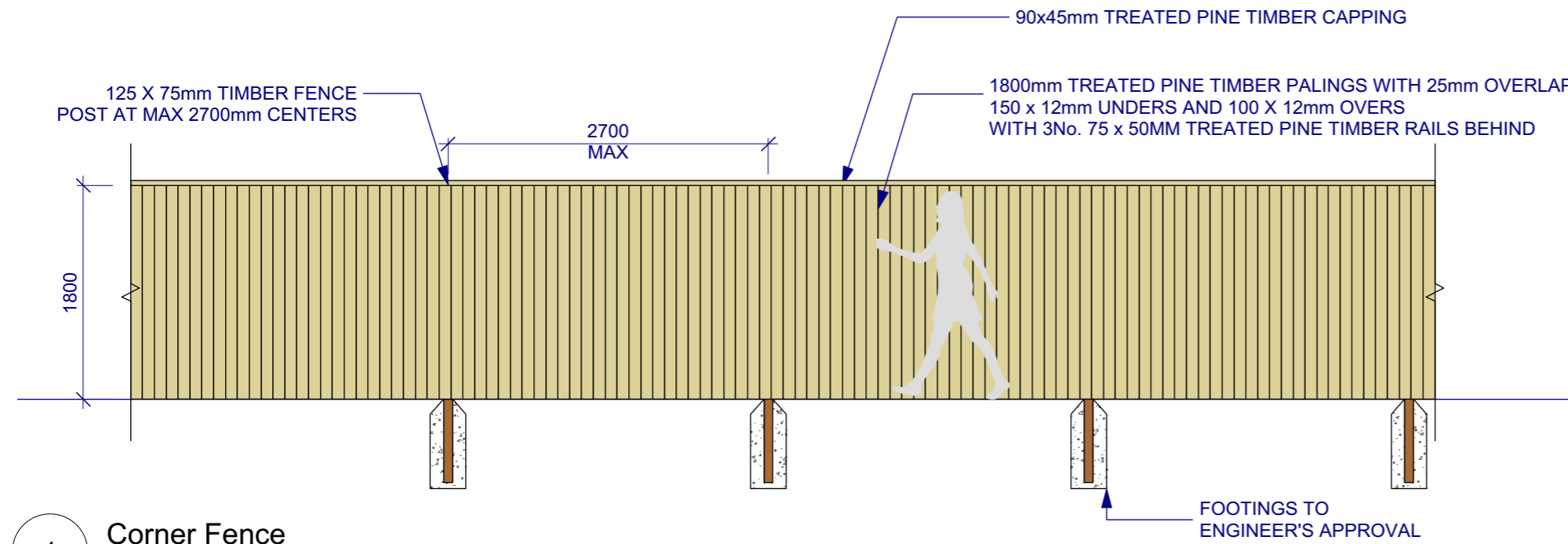
PROJECT
Smiths Lane
Fencing Design Guide

STATUS
DETAIL DESIGN
NOT FOR CONSTRUCTION

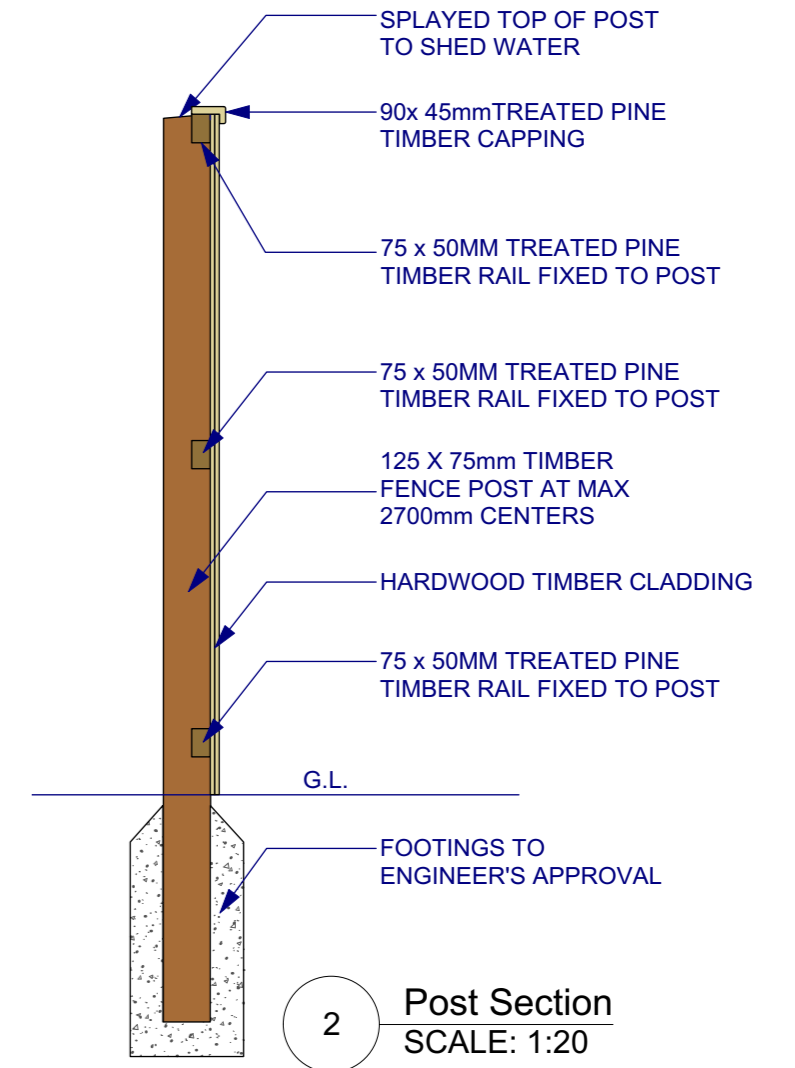
DRAWING
Fencing Details
Sheet 3

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SCALE A1 | SCALE A3 1:50
DRAWING NO. M19007-02-LA-004
REVISION A1

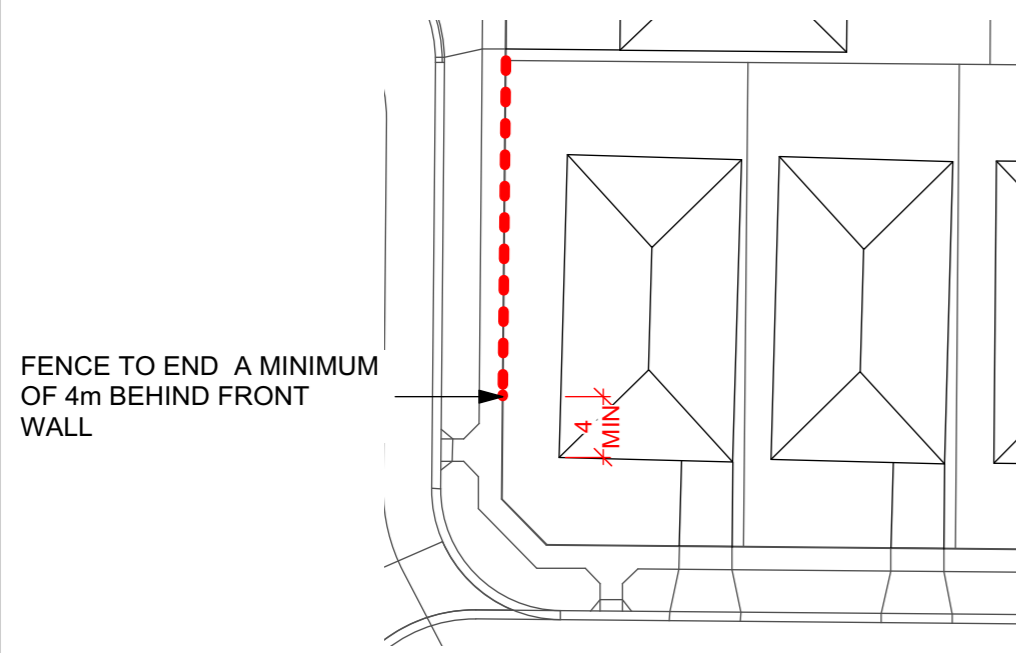
NOTE:
TO BE CONSTRUCTED BY PURCHASER ON
CORNER LOTS WITH NO FEATURE FENCING



1 **Corner Fence**
SCALE: 1:50



2 **Post Section**
SCALE: 1:20



3 **Corner Fence Return - Location Plan**
SCALE: 1:500



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Fencing Design Guide

STATUS

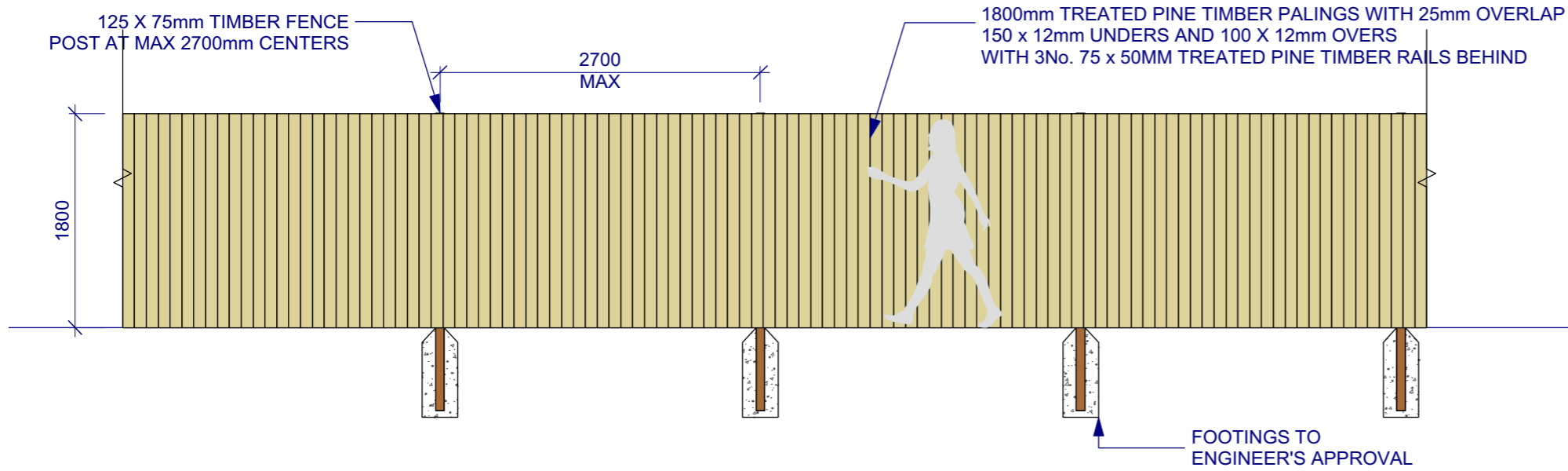
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NOT FOR CONSTRUCTION

DRAWING

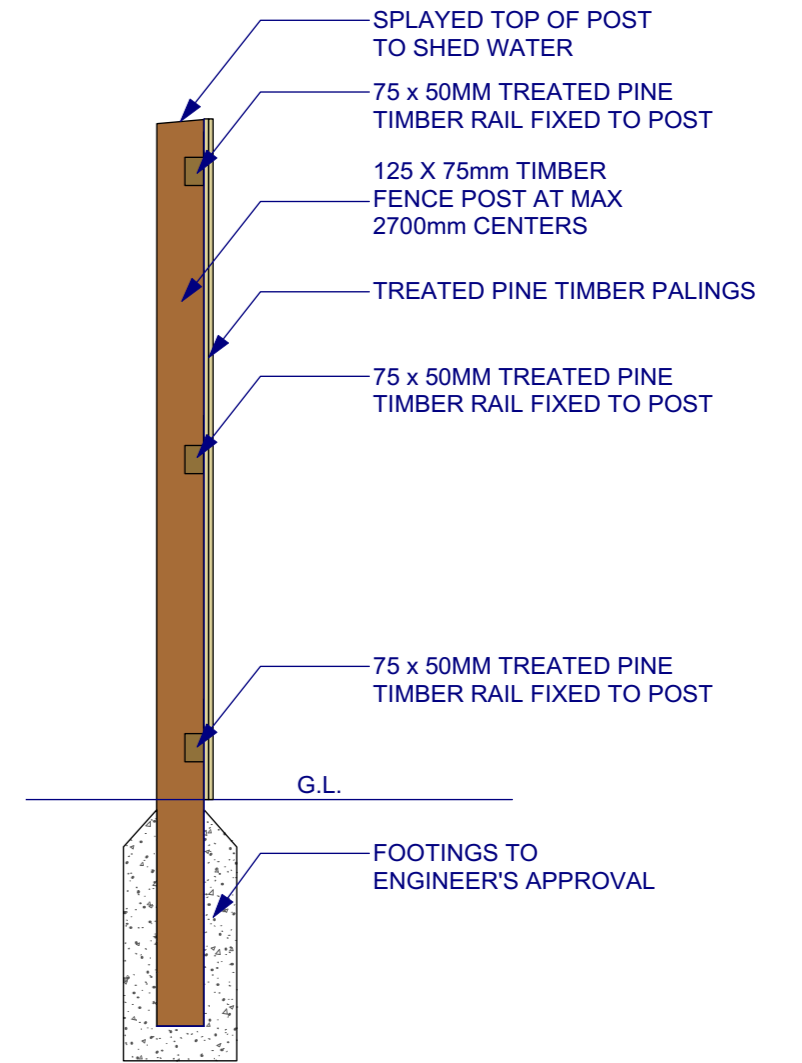
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Sheet 4

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REVISION A1

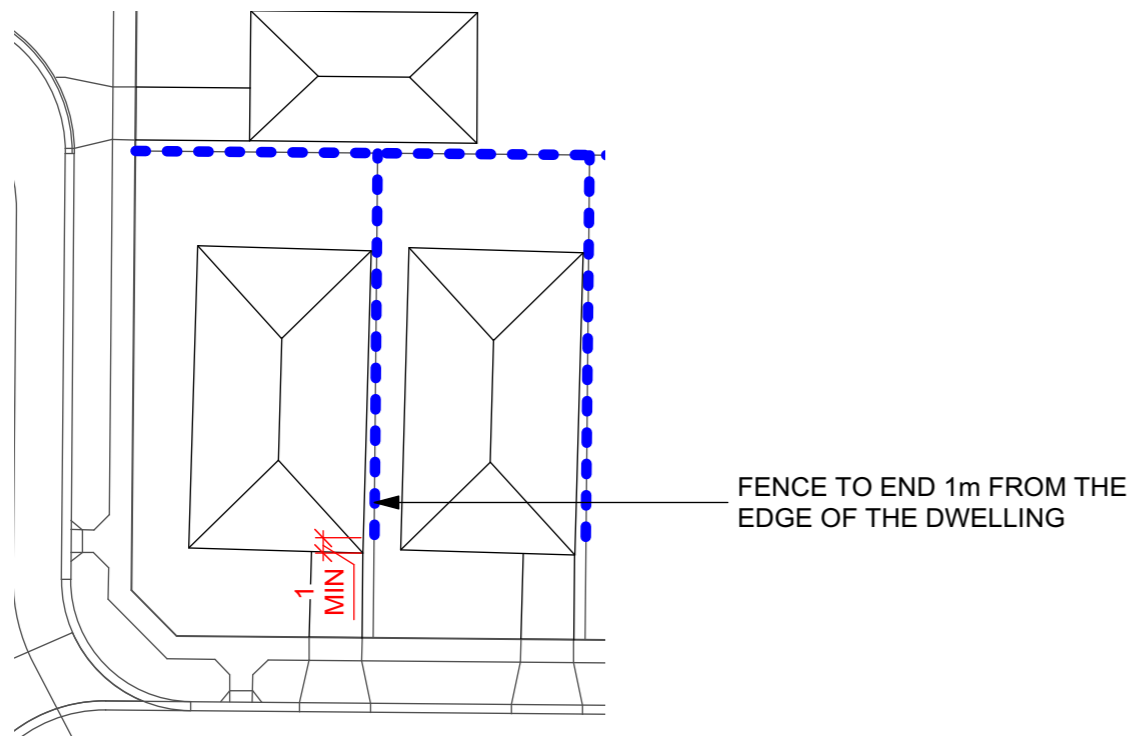
NOTE:
TO BE CONSTRUCTED BY PURCHASER



1 Inter Lot Boundary & Rear Boundary Fence
SCALE: 1:50



2 Post Section
SCALE: 1:20



3 Location Plan
SCALE: 1:500



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PROJECT
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Fencing Design Guide

STATUS
DETAIL DESIGN
NOT FOR CONSTRUCTION

DRAWING
Fencing Details
Sheet 5

SCALE A1 | SCALE A3
1:50

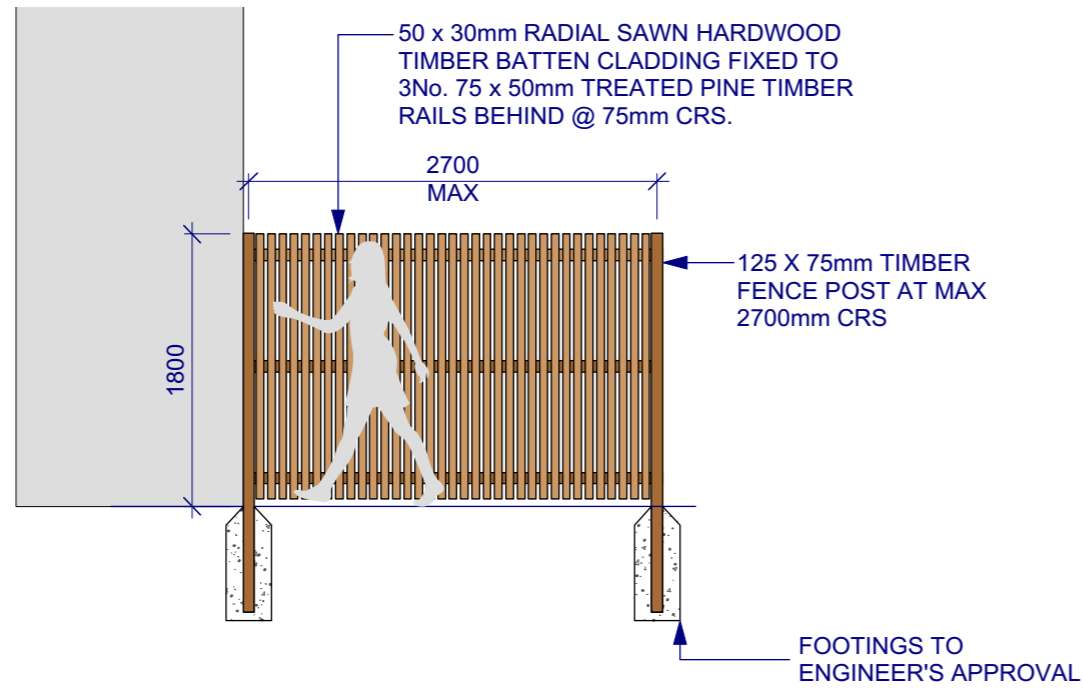
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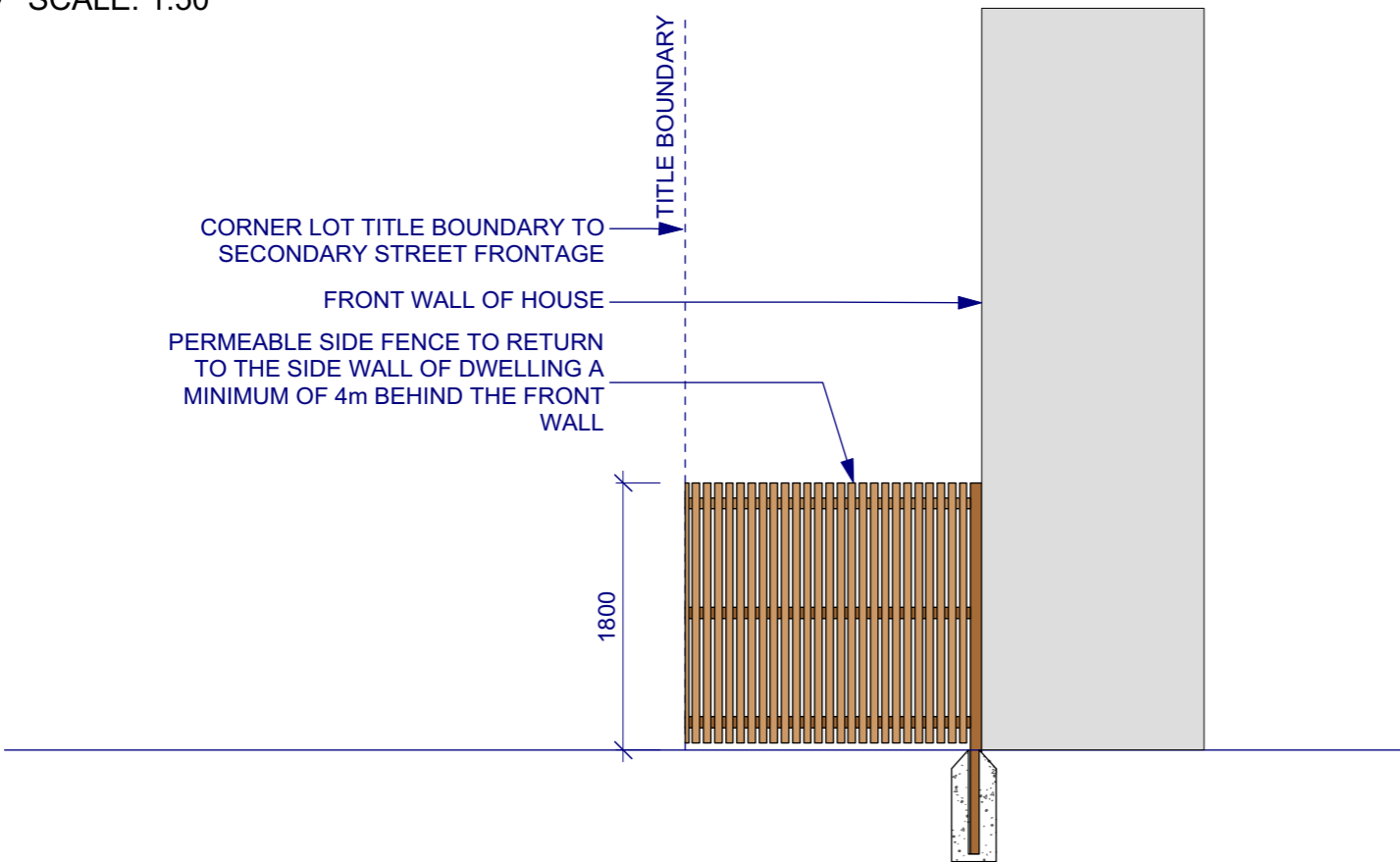
REVISION

M19007-02- LA-006 A1

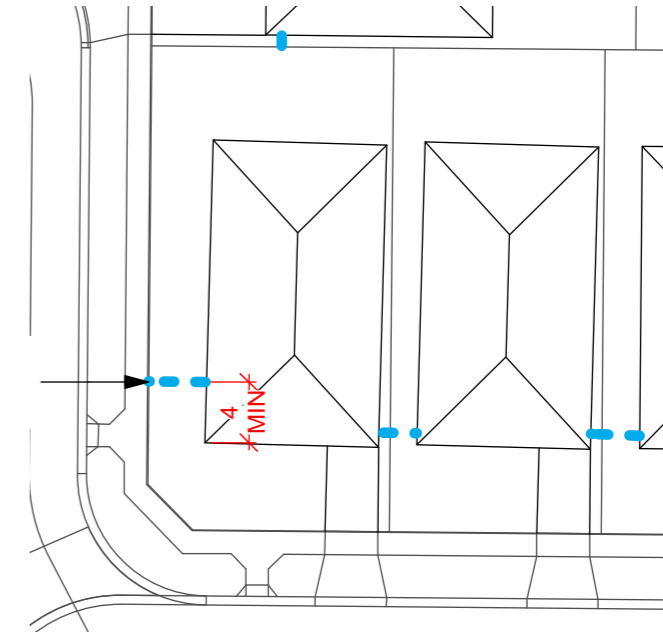
NOTE:
TO BE CONSTRUCTED BY PURCHASER



1 Permeable Side Fence to Dwelling - Elevation
SCALE: 1:50

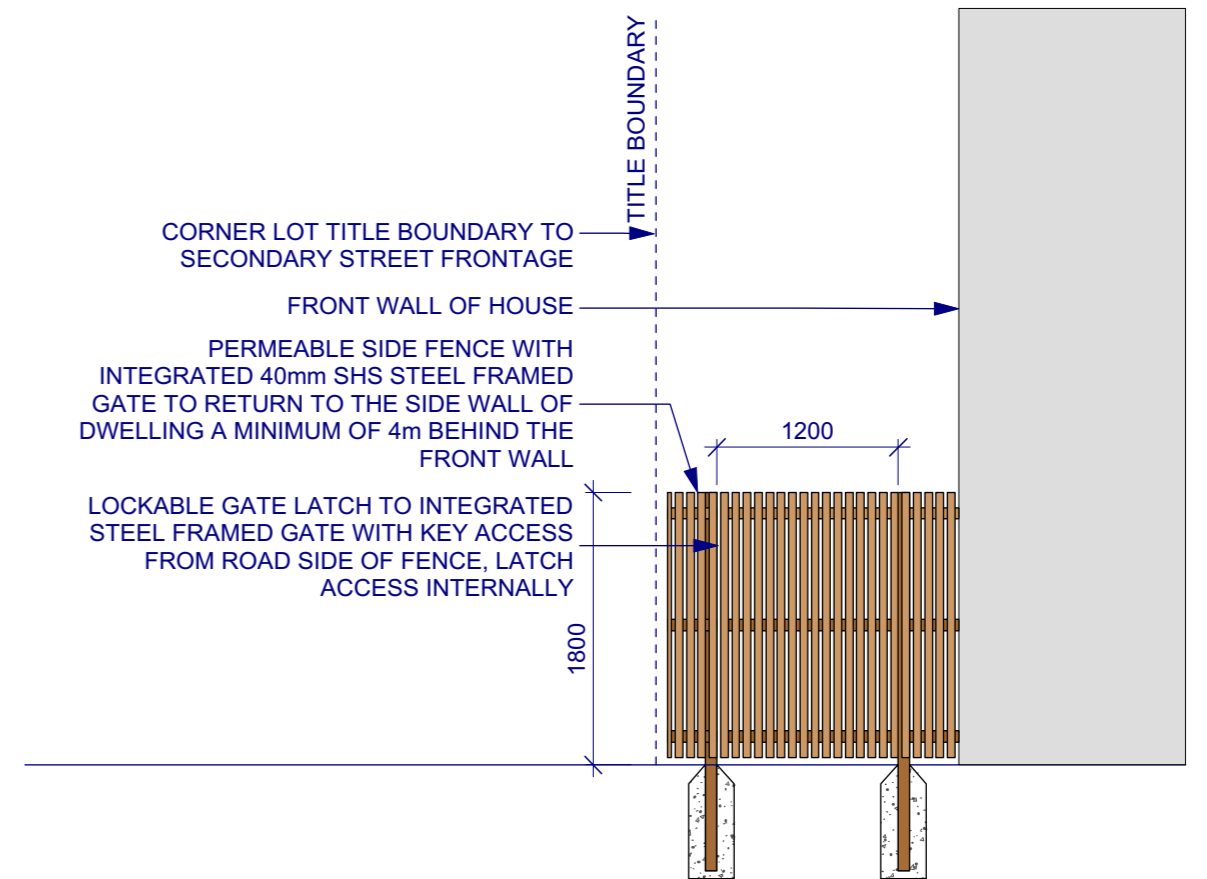


3 Permeable Side Fence to Dwelling - Elevation
SCALE: 1:50



FENCE TO BE SET A
MINIMUM OF 4m BEHIND
FRONT WALL

2 Permeable Side Fence to Dwelling - Plan
SCALE: 1:500



4 Permeable Side Fence to Dwelling - Elevation
SCALE: 1:50



NOTES
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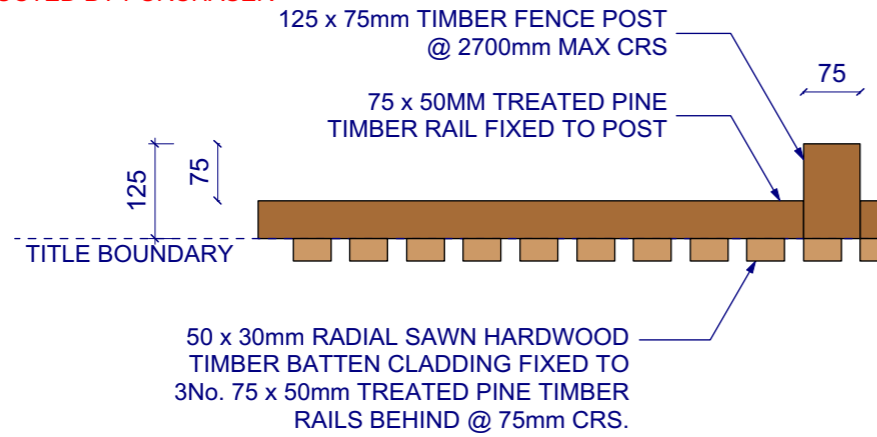
PROJECT
Smiths Lane
Fencing Design Guide

STATUS
DETAIL DESIGN
NOT FOR CONSTRUCTION

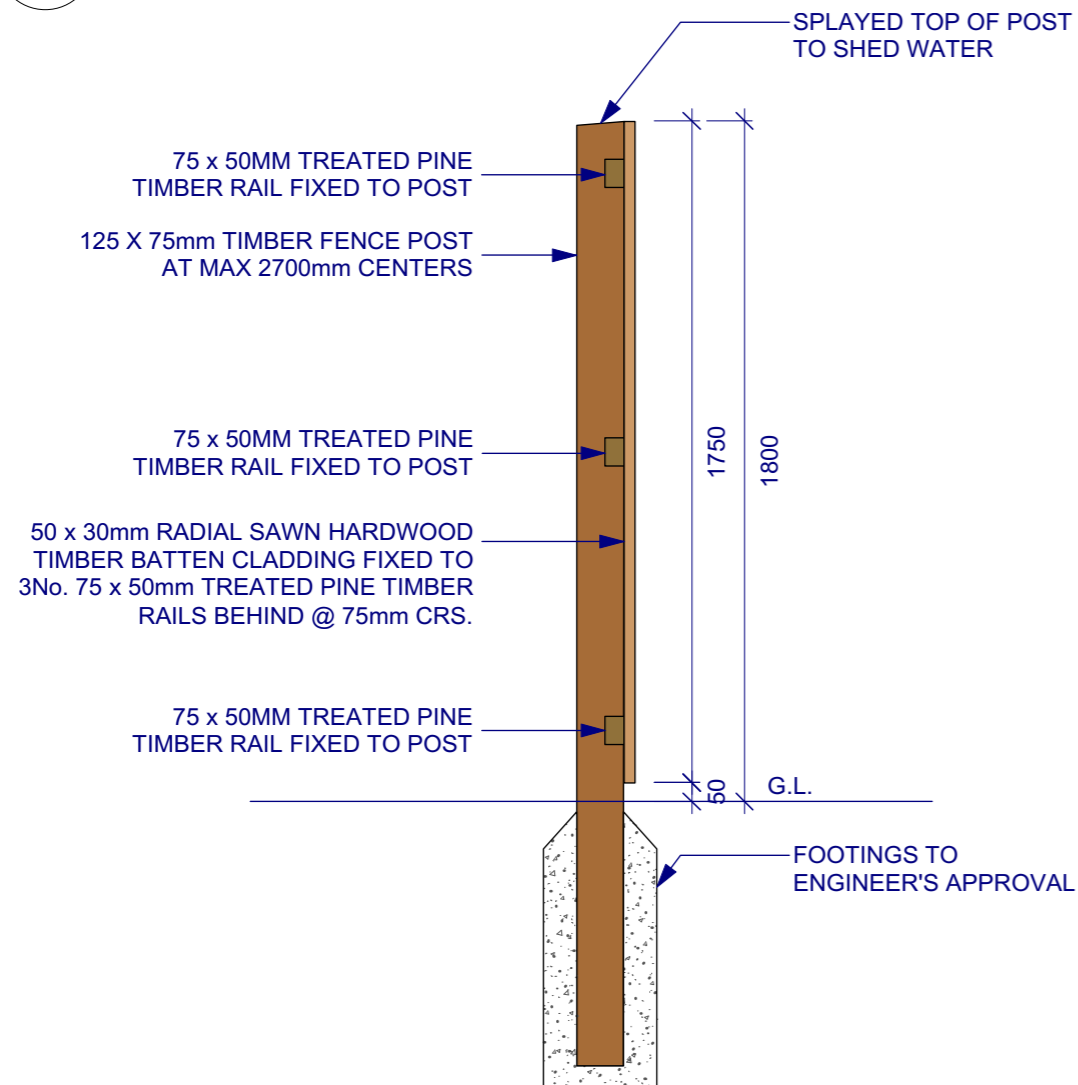
DRAWING
Fencing Details
Sheet 6

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AMP
SCALE A1 | SCALE A3
1:50
DRAWING NO.
M19007-02- LA-007
REVISION
A1

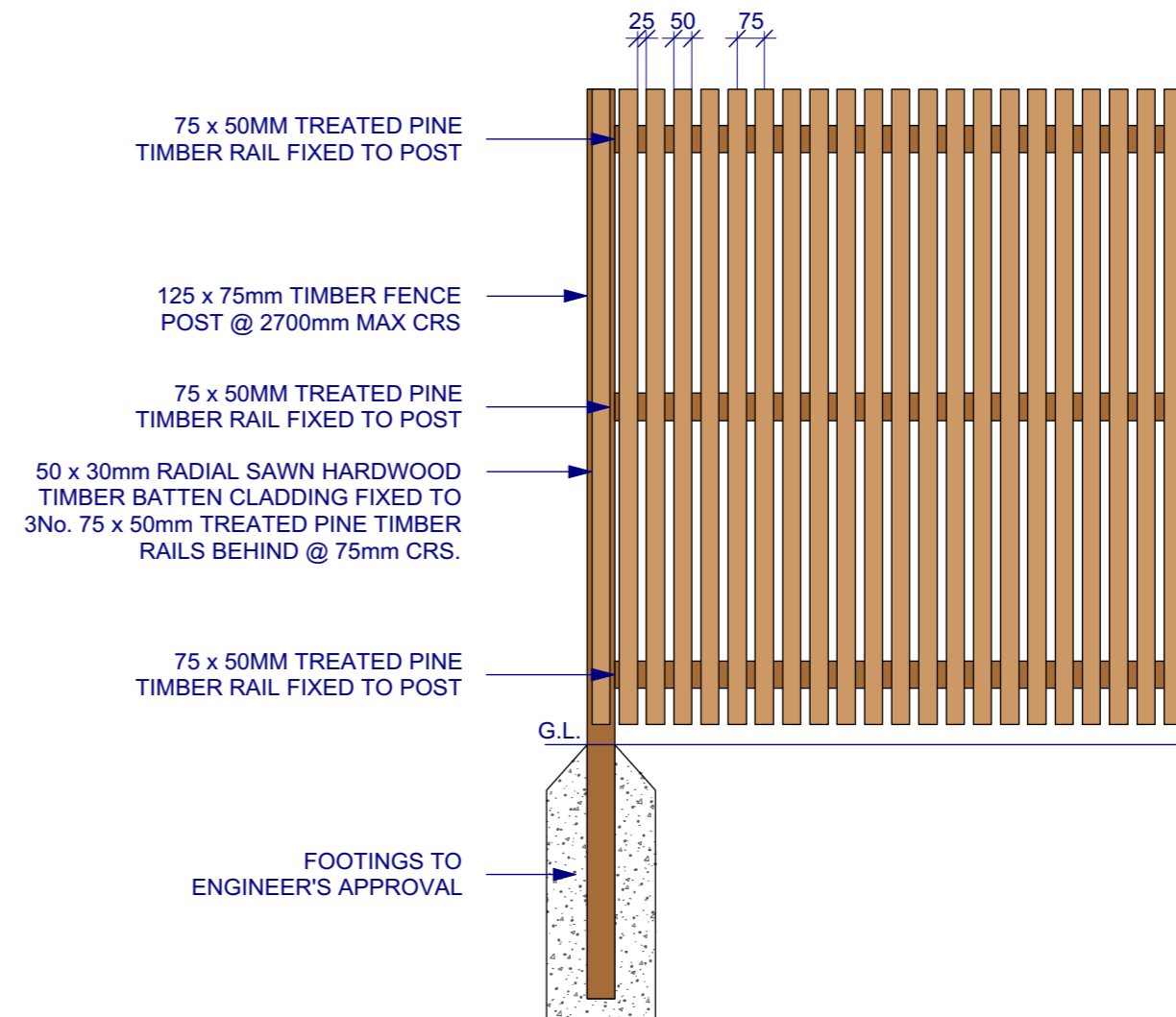
NOTE:
TO BE CONSTRUCTED BY PURCHASER



1 Permeable Side Fence - Plan
SCALE: 1:10



2 Post Section
SCALE: 1:20



3 Permeable Side Fence to Dwelling - Section
SCALE: 1:20



NOTES

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PROJECT
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STATUS
DETAIL DESIGN
NOT FOR CONSTRUCTION

DRAWING
Fencing Details
Sheet 7

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CHECKED
AMP

SCALE A1 | SCALE A3
1:50

DRAWING NO.
M19007-02- LA-008

REVISION
A1

LANDSCAPE REQUEST FORM

This checklist must be submitted with your Design Assessment Application.

This form is to be submitted to Mirvac as part of the Design Review submission as required if you have opted to take up Mirvac's offer to provide complementary landscaping to the front of your lot.

Completed forms can be emailed to Victoria Settlements team at vic.settlements@mirvac.com or posted to:

Smiths Lane Customer Relations

Mirvac

Level 5, Q3, 6 Riverside Quay, Southbank 3006

Mirvac will inspect your lot and will endeavour to install your selected landscape within 3 months of receiving your Certificate of Occupancy, provided you have complied with all requirements.

Please note: we do not customise gardens on request. The installation is in accordance with the style chosen, species' availability & suitability at time of installation and the geometry of your lot.

Lot No. _____ Date: _____

Owner's Name _____ Preferred Contact No. _____

Selected landscape style (refer to landscape options for indicative designs and plant species)

Contemporary Cottage Garden Native Garden Kitchen Garden Resilient Garden

Selected landscape design to be executed and submitted as part of this application.

- I acknowledge the following works to be complete prior to handing over the front yard to Mirvac for landscaping:
- Driveway complete
 - All required earthworks complete
 - Retaining walls complete (if applicable) and in accordance with the Design Guidelines, section 10.3. (if batter is to be used, it should not be more than 1:6 gradient - consult your builder architect)
 - Irrigation system installed (if applicable) - please provide as-constructed plans
 - Landscape area leveled to 100mm below driveway level in preparation for top soil
 - External water top and adjacent external power supply installed as per Design Guidelines, section 11.2.2
 - All site rubbish removed
 - Garage door installed
 - Porch and footpaths complete
 - Fencing installed
 - Letterbox installed
 - Drainage infrastructure installed (as required)
 - NBN Co. street connection completed
 - Clear access to area in which works will be undertaken

SMITHS LANE

by mirvac

***Note - Retain a copy of the checklist for your reference to ensure all works are completed**

Please refer to selected landscape style design for a breakdown of requirements.

By submitting this form to Mirvac I acknowledge the following:

- I intend to take up Mirvac's offer of providing landscaping to the front of my lot and grant Mirvac and all related contractors access to my lot for the purpose for this purpose.
- House design will be constructed in accordance with the Design Guidelines.

Signed [owner] _____ Date: _____

Once you have completed your home, please send through an email request to vic.settlements@mirvac.com with your name, lot number and a message confirming all works listed above have been completed. Mirvac will then inspect your lot and endeavour to install your selected front garden within 3 months of receiving your request, provided you have complied with all requirements.

TERMS AND CONDITIONS

The Owner acknowledges and accepts that in the case that Landscaping is procured by Mirvac:

- a) the composition and extent of such Landscaping will be in accordance with the agreed landscaping plans and will be adjusted to suit specific geometry of the property, sunlight and shade conditions, species availability & suitability at the time and will be at the discretion of Mirvac;
- b) the Landscaping will be carried out at the discretion of Mirvac by a contractor or contractors nominated by Mirvac; and
- c) the risk of all Landscaping (including but not limited to theft of plants or reticulation components, damage to any garden kerbing and the health of all plants and lawn areas) will be at the risk of the Owner from the date that the Landscaping commences.

The Owner grants to Mirvac and its respective contractors a licence to access the Property for the purposes of completing the Landscaping and grants Mirvac the right to provide their contact details to its respective contractors for the purpose of arranging landscape installation.

If the Owner does not submit a Landscape Request Form, the Owner must complete the landscaping of the Property in accordance with the Smiths Lane Design Guidelines within 6 months of the issue of a Certificate of Occupancy for the dwelling on the Property.

SMITHSLANE.MIRVAC.COM



IMPORTANT NOTICE

The content of this brochure was produced prior to completion, and prior to the receipt of final planning approvals. Photographs, diagrams and artist's impressions are a guide only. The information provided in this brochure, including those images, is believed to be correct at the time of printing but will change as the development and planning approvals proceed. Changes will also be made during the development of the project, specifications and details may be changed without notice. The Project Information and the information contained in this brochure is preliminary only and subject to change without notice as the development progresses. Purchasers must rely on their own continuing enquiries. This brochure and its contents is not an offer or a contract. Mirvac expressly excludes any and all liability relating to, or resulting from, the use of or reliance on, any information contained in this brochure by any person. Current at 31 January 2024

Annexure C

Sale of Real Estate Nomination Form

Relating to a Contract between:

Vendor:

Purchaser:

and/or Nominee

Property:

Nominee:

Guarantor:

1. Capitalised terms that are not defined in this deed poll have the same meaning as under the Contract between the Vendor and the Purchaser in relation to the Property (**Contract**).
2. As the Property is expressed as sold to the Purchaser '**and/or Nominee**' (or words to like effect) then, 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.
3. The Purchaser and the Nominee acknowledge and covenant unconditionally and irrevocably in favour of the Vendor that, from the date of this nomination, they will be jointly and severally liable for:
 - a) the due performance of the Purchaser's obligations under the Contract;
 - b) payment of any expenses resulting from this nomination (including any duty); and
 - c) the indemnity in favour of the Vendor set out in paragraph 7.

Nominee's FIRB Declaration

Is the Nominee a "foreign person" for the purposes of the *Foreign Acquisition and Takeovers Act 1975* (Cth)

Yes

No

4. If the Nominee ticks "No" in the Nominee's FIRB Declaration, the Nominee warrants on the date of this deed poll and again on the Settlement Date that is not a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**Act**) and that it is not required to give notice to, or obtain approval from, the Treasurer of the Commonwealth of Australia under the Act in respect of the transaction contemplated by this deed poll or the Contract.



Signed by)
)

.....

in the presence of:

.....

Signature of witness

.....

Signature

.....

Name of witness (print)

Execution by Nominee:

Signed by)
)

.....

in the presence of:

.....

Signature of witness

.....

Signature

.....

Name of witness (print)

Signed by)
)

.....

in the presence of:

.....

Signature of witness

.....

Signature

.....

Name of witness (print)

Annexure D

Privacy Statement – Vendor

This privacy statement explains how the Vendor uses and discloses personal information which it holds about you, and the privacy rights you have in relation to that information. A reference in this privacy statement to:

- the **Vendor** is also a reference to Related Bodies Corporate of the Vendor or an entity in which the Vendor or a Related Body Corporate has a direct interest;
- the **contract** is a reference to the contract for the sale of land between you and the Vendor (or, if you are a guarantor, the contract between the purchaser whose performance you are guaranteeing, and the Vendor); and
- the **property** is a reference to the property which is the subject of the contract.

How the Vendor uses your personal information

The Vendor may use your personal information:

- in connection with the Vendor's business, including in connection with:
 - the purchase, development and sale of the land;
 - planning, direct marketing and product development by the Vendor or a Related Body Corporate or an entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by the Vendor);
 - raising finance in connection with those uses;
 - internal reporting;
 - direct marketing; and
- for the management of the contract.

To whom the Vendor discloses your personal information

The Vendor may disclose your personal information, if it is necessary to do so, to:

- the Vendor's Related Bodies Corporate or any entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by the Vendor);
- persons in connection with a proposed sale of an interest in the Vendor's business;
- agents engaged by the Vendor;
- contractors and service providers involved in the construction and finishing and, if relevant, the management of the property and the development of which it is part;
- the Vendor's professional advisors in connection with the sale of the Vendor's business (including the sale of the property);
- the Vendor's financiers;
- third party agents to request your feedback on the products and services provided by the Vendor; and
- relevant bodies if required or permitted by law,



any of whom may be located outside Australia.

Your rights

You need not give the Vendor any of the personal information it requests. However, all information requested from you is essential for the Vendor to enter into a contract for the sale of the property.

The Vendor's Privacy Policy (available on www.mirvac.com) contains information about how you may request access to and correction of personal information the Vendor holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

Your authority to the Vendor

By entering the contract for the sale of the property you:

- acknowledge having read and understood this privacy statement;
- authorise the Vendor to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement; and
- undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

Information about other products or services

By signing this contract, you agree to the Vendor or its Related Bodies Corporate or an entity which the Vendor or its Related Bodies Corporate has a direct interest in using your personal information (including the property management business trading as Real Estate Services by the Vendor) for direct marketing purposes (including to promote its products and services). If you no longer wish to receive promotional information from these entities, you may advise the Vendor of your wish. The Vendor's Privacy Policy (available on www.mirvac.com) contains information about how you may send your request to the Vendor.

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No

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Signed by)
)

.....

in the presence of:

.....

Signature of witness

.....

Signature

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Name of witness (print)

Execution by Nominee:

Signed by)
)

.....

in the presence of:

.....

Signature of witness

.....

Signature

.....

Name of witness (print)

Signed by)
)

.....

in the presence of:

.....

Signature of witness

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Signature

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Name of witness (print)

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- contractors and service providers involved in the construction and finishing and, if relevant, the management of the property and the development of which it is part;
- the Vendor's professional advisors in connection with the sale of the Vendor's business (including the sale of the property);
- the Vendor's financiers;
- third party agents to request your feedback on the products and services provided by the Vendor; and
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Annexure F

Vendor's GST Withholding Notice

Tax information (the parties promise this is correct as far as each part is aware)

GST: Taxable supply NO yes in full yes to an extent
Margin scheme will be used in making the taxable supply NO * yes

Purchaser must make an GSTRW payment (residential withholding payment) NO YES (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: *Mirvac McCormacks Road Pty Limited and Supalai Australia Holdings Pty Limited*
Supplier's ABN: *30 698 299 248*
Supplier's business address: *Level 28, 200 George Street, Sydney NSW 2000*
Supplier's email address: *gstwithholding@mirvac.com*
Supplier's phone number: *02 9080 8000*
Supplier's proportion of GSTRW payment: \$
(if more than one supplier, provide the above details for each supplier)

Amount purchaser must pay – price multiplied by the RW rate (residential withholding rate): \$

Amount must be paid: at Settlement Date at another time (specify):

If any of the consideration not expressed as an amount in money? NO yes
If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

I/WE CONFIRM THE DETAILS
ON THIS PAGE ARE CORRECT



Annexure G

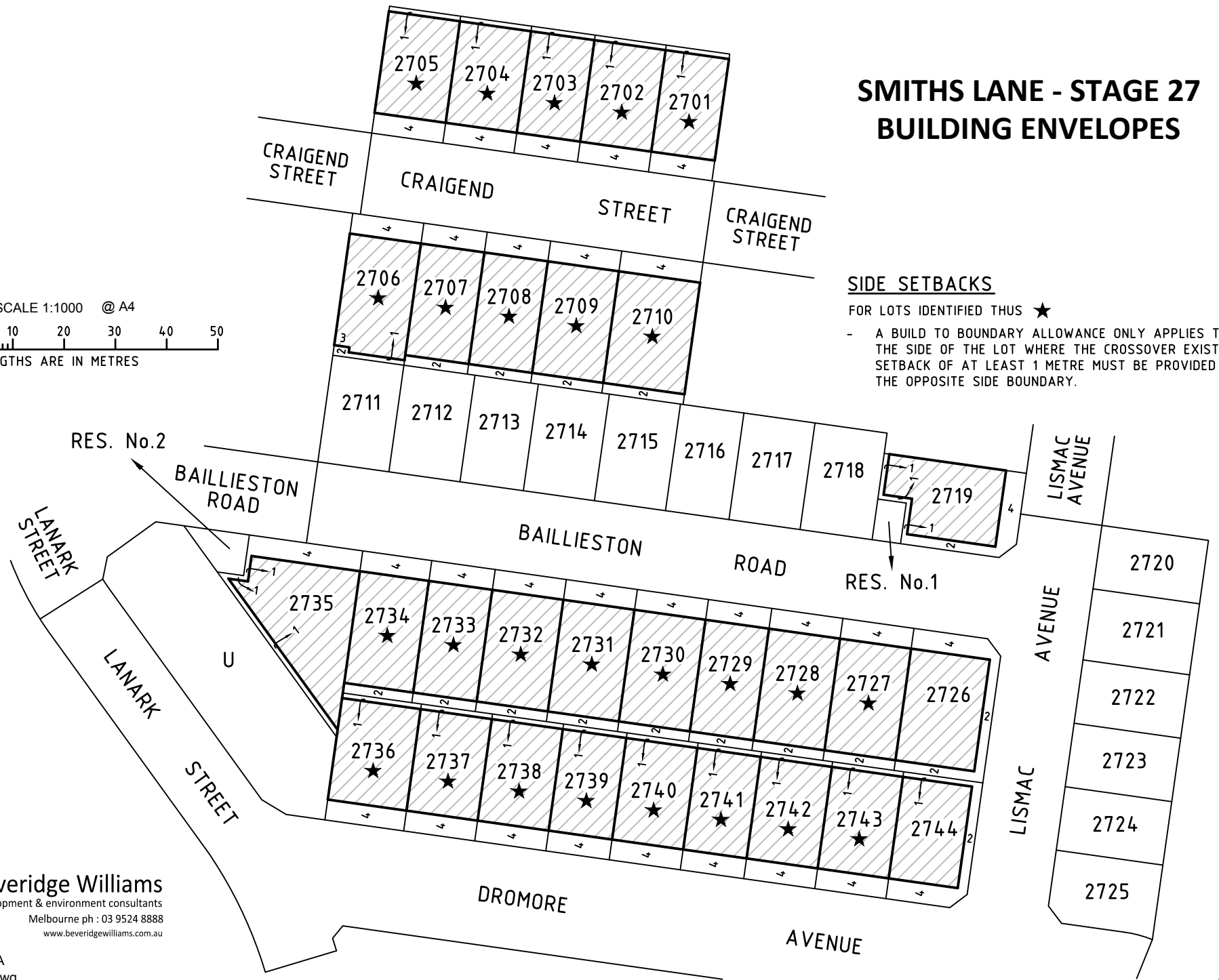
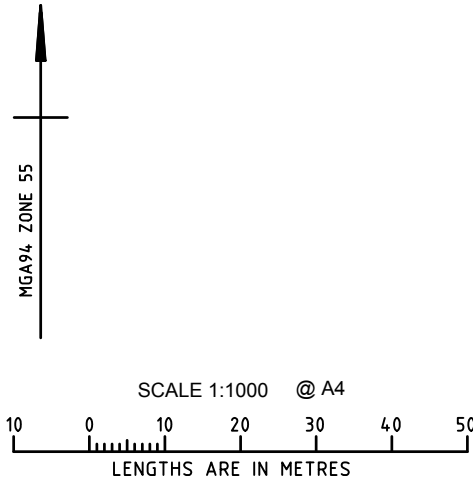
Building Envelope Plan

SMITHS LANE - STAGE 27 BUILDING ENVELOPES

SIDE SETBACKS

FOR LOTS IDENTIFIED THUS ★

- A BUILD TO BOUNDARY ALLOWANCE ONLY APPLIES TO THE SIDE OF THE LOT WHERE THE CROSSOVER EXISTS. A SETBACK OF AT LEAST 1 METRE MUST BE PROVIDED FOR THE OPPOSITE SIDE BOUNDARY.



BW Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au



Maddocks

Vendor's Statement

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

<p>Land Lot , on proposed plan of subdivision no. PS919013T</p> <p>Mirvac Clyde North – 70S Smiths Lane, Clyde North VIC 3978 (Stage 27)</p>

Vendor's name	Mirvac McCormacks Road Pty Ltd ACN 643 366 518 and Supalai Australia Holdings Pty Ltd ACN 602 237 150 <small>Signed by:</small>	Date 3/7/2024
Vendor's signature	<p><i>Jenny Psilogios</i> <small>D23D3413E3BC495...</small></p> <p>..... As attorney for Mirvac McCormacks Road Pty Ltd ACN 643 366 518 under power of attorney dated 10 June 2022 and as attorney for Supalai Australia Holdings Pty Ltd ACN 602 237 150 under power of attorney dated 10 June 2022</p> <p><i>Michael Gikas</i> <small>ADACDD02E502493...</small></p> <p>..... As attorney for Mirvac McCormacks Road Pty Ltd ACN 643 366 518 under power of attorney dated 10 June 2022 and as attorney for Supalai Australia Holdings Pty Ltd ACN 602 237 150 under power of attorney dated 10 June 2022</p>	

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



1. Financial matters

1.1 Outgoings

- 1.1.1 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.
- 1.1.2 The Purchaser will be responsible for council and water rates, water consumption, land tax, and any other similar charges as and from settlement. See attached certificates.
- 1.1.3 The Vendor estimates that total outgoings does not presently exceed \$5,000 per annum.

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

- 1.1.4 the Property is not separately rated. Unless the Contract of Sale provides otherwise, the Purchaser's proportion of outgoings at settlement and land tax will be calculated in accordance with the proportion that the area of the lot bears to the total area shown of all lots on the Plan in respect of which the outgoings are assessed; and
- 1.1.5 upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property, payable by the Purchaser.

1.2 Charge

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

Nil.

2. Insurance details

2.1 Owner - Building

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies:

Not applicable.

3. Land use

3.1 Easements, covenants or other similar restrictions

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

- 3.1.1 set out in the attached copies of title documents;

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- 3.1.2 the design guidelines (including fencing, retaining wall detail and building envelopes), copies of which are attached to the Contract of Sale;
- 3.1.3 Building Envelope;
- 3.1.4 the sewer and any associated water infrastructure shown on the attached copy South East Water information statement;
- 3.1.5 the requirements of any planning permit, including planning permit PlnA00038/19, PlnA00824/19 and PA21-0407 affecting the property;
- 3.1.6 any Plan Restrictions;
- 3.1.7 any Additional Restrictions; and
- 3.1.8 any other encumbrances disclosed or contemplated by the Contract of Sale.

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:

- 4.1.1 Notice pursuant to section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020 registered under dealing AT390548G.

Other than as disclosed in the Contract of Sale 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.

Note: The VicRoads, Aboriginal Heritage, Heritage Victoria and National Trust Certificates relate to the previous parent title, being certificate of title volume 12491 folio 113, however remain relevant to the lots the subject of this vendor's statement.

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



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contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the vendor's knowledge.

4.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the vendor's knowledge.

5. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land):

Not applicable.

6. Growth Areas Infrastructure Contribution

6.1 Work-in-kind agreement

The land is land in respect of which a GAIC is imposed.

6.2 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*):

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:



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- 8.1 the Register Search Statement and the document (or part of the document) referred to as the diagram location in the Register Search Statement that identifies the land and its location being certificate of title volume 12550 folio 815 and PS915525L.

9. Subdivision

9.1 Unregistered subdivision

Attached are copies of the latest version of the following plans of the plan of subdivision which have not yet been certified:

- 9.1.1 Proposed Plan of Subdivision PS919013T (Stage 27);
- 9.1.2 Proposed Plan of Subdivision PS915533M (Stage 26);
- 9.1.3 Proposed Plan of Subdivision PS915532P (Stage 25);
- 9.1.4 Proposed Plan of Subdivision PS919002Y;
- 9.1.5 Proposed Plan of Subdivision PS919004U (Stage 16S);
- 9.1.6 Proposed Plan of Subdivision PS918999V (Stage 10F);
- 9.1.7 Proposed Plan of Subdivision PS918992L (Stage 10R); and
- 9.1.8 Proposed Plan of Subdivision PS839560G (Stage 4A).

9.2 Staged subdivision

Not applicable.



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**Additional disclosure under section 32A(ca) of the *Sale of Land Act 1962 (Vic)* -
Commercial and Industrial Property Tax**

The land is not tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024 (Vic)*.

The AVPCC (within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024 (Vic)*) most recently allocated to the land is: 102 – Vacant Englobo Residential Subdivisional Land.



ATTACHMENTS TO VENDOR'S STATEMENT

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9. Proposed Plan of Subdivision PS918992L (Stage 10R)
10. Proposed Plan of Subdivision PS839560G (Stage 4A)
11. Notice under section 45 *Melbourne Strategic Assessment (Environment Mitigation Levy) 2020* registered under dealing AT380548G
12. Notice under Section 201UB Planning and Environment Act 1987 registered as dealing number AH462111E
13. Growth Areas Infrastructure Contribution Certificate ID No. 18991
14. Planning Certificate
15. Land Information Certificate
16. South East Water Certificate
17. Land Tax Clearance Certificate
18. Building Information (1) & (2) Certificate
19. VicRoads Certificate
20. EPA Certificate
21. Heritage Victoria Certificate
22. Aboriginal Heritage Register
23. Planning Property Report
24. Historic Mining Activity
25. National Trust of Australia (Victoria) Certificate
26. Catchment and Land Protection Certificate
27. Planning Permit PInA00038/19



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- 28. Planning Permit PlnA00824/19
- 29. Planning Permit PA21-0407

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



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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 no. PS919013T Mirvac Clyde North – 70S Smiths Lane, Clyde North VIC 3978 (Stage 27)
--

Vendor's name	Mirvac McCormacks Road Pty Ltd ACN 643 366 518 and Supalai Australia Holdings Pty Ltd ACN 602 237 150 <small>Signed by:</small>	Date 3/7/2024
Vendor's signature	<p><i>Jenny Psilogios</i> <small>D23D3413E3BC495...</small></p> <p>..... As attorney for Mirvac McCormacks Road Pty Ltd ACN 643 366 518 under power of attorney dated 10 June 2022 and as attorney for Supalai Australia Holdings Pty Ltd ACN 602 237 150 under power of attorney dated 10 June 2022</p> <p><i>Michael Ekas</i> <small>ADACDD02E502493...</small></p> <p>..... As attorney for Mirvac McCormacks Road Pty Ltd ACN 643 366 518 under power of attorney dated 10 June 2022 and as attorney for Supalai Australia Holdings Pty Ltd ACN 602 237 150 under power of attorney dated 10 June 2022</p>	

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



1. Financial matters

1.1 Outgoings

- 1.1.1 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.
- 1.1.2 The Purchaser will be responsible for council and water rates, water consumption, land tax, and any other similar charges as and from settlement. See attached certificates.
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- 1.1.5 upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property, payable by the Purchaser.

1.2 Charge

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

Nil.

2. Insurance details

2.1 Owner - Building

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies:

Not applicable.

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- 3.1.6 any Plan Restrictions;
- 3.1.7 any Additional Restrictions; and
- 3.1.8 any other encumbrances disclosed or contemplated by the Contract of Sale.

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

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Note: The VicRoads Certificate relates to the previous parent title, being certificate of title volume 12491 folio 113, however remain relevant to the lots the subject of this vendor's statement.

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

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contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the vendor's knowledge.

4.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the vendor's knowledge.

5. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land):

Not applicable.

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The land is land in respect of which a GAIC is imposed.

6.2 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*):

A GAIC certificate relating to the land issued under that Part.

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The following services are not connected to the land.

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

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Attached are copies of the following:



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9.2 Staged subdivision

Not applicable.



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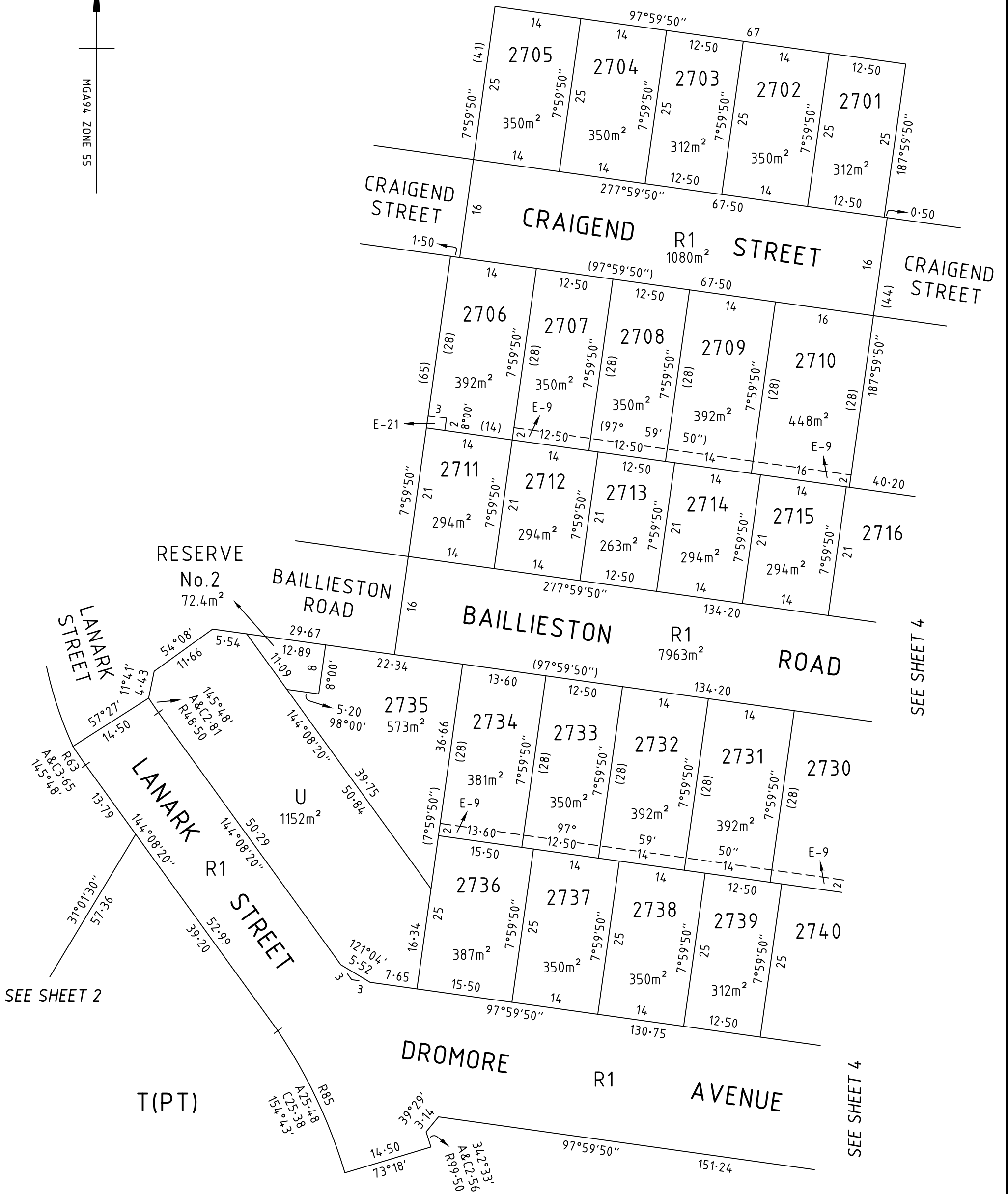
PLAN OF SUBDIVISION		EDITION 1	PS919013T
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: 73 (PT) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS915533M (LOT S) POSTAL ADDRESS: 70S SMITHS LANE (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 359 065 ZONE: 55 (of approx centre of land in plan) N: 5 781 190 GDA 94		COUNCIL NAME: CASEY CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOT 1 TO 2700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT T COMPRISES TWO PARTS. FOR RESTRICTION A AFFECTING LOTS 2701 TO 2744 (BOTH INCLUSIVE) SEE SHEET 7. FOR RESTRICTION B AFFECTING LOTS 2711 TO 2718 (BOTH INCLUSIVE) AND 2720 TO 2725 (BOTH INCLUSIVE) SEE SHEET 7. OTHER PURPOSE OF PLAN: 1) TO REMOVE THE DRAINAGE EASEMENT CREATED AS E-4, E-6 & E-7 ON PS915532P CONTAINED WITHIN CRAIGEND STREET AND LISMAC AVENUE ON THIS PLAN. 2) TO REMOVE THE SEWERAGE EASEMENT CREATED AS E-4 & E-5 ON PS915532P CONTAINED WITHIN CRAIGEND STREET AND LISMAC AVENUE ON THIS PLAN. 3) TO REMOVE THE SEWERAGE EASEMENT CREATED AS E-22 & E-7 ON PS837151L CONTAINED WITHIN CRAIGEND STREET AND BAILLIESTON ROAD ON THIS PLAN. GROUND FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)	
ROAD R1 RESERVE No.1 RESERVE No.2	CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD AUSNET ELECTRICITY SERVICES PTY LTD		
NOTATIONS			
DEPTH LIMITATION: DOES NOT APPLY			
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PA21-0407 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71			
Estate: Smiths Lane Phase No.: 27 No. of Lots: 44 + Lots T & U PHASE AREA: 2.437ha			

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-9	DRAINAGE	SEE DIAG.	THIS PLAN	CASEY CITY COUNCIL
E-1, E-2	DRAINAGE	SEE DIAG.	PS915525L	CASEY CITY COUNCIL
E-1, E-3	SEWERAGE	SEE DIAG.	PS915525L	SOUTH EAST WATER CORPORATION
E-4, E-6	DRAINAGE	SEE DIAG.	PS915532P	CASEY CITY COUNCIL
E-4, E-5	SEWERAGE	SEE DIAG.	PS915532P	SOUTH EAST WATER CORPORATION
E-8	DRAINAGE	SEE DIAG.	PS915533M	CASEY CITY COUNCIL
E-12, E-27	SEWERAGE	SEE DIAG.	PS833955P	SOUTH EAST WATER CORPORATION
E-20	SEWERAGE	SEE DIAG.	PS837148Y	SOUTH EAST WATER CORPORATION
E-21	DRAINAGE	SEE DIAG.	PS837151L	CASEY CITY COUNCIL
E-22	SEWERAGE	SEE DIAG.	PS837151L	SOUTH EAST WATER CORPORATION
E-25, E-26, E-27	DRAINAGE	SEE DIAG.	PS848742Y	CASEY CITY COUNCIL
E-26	SEWERAGE	SEE DIAG.	PS848742Y	SOUTH EAST WATER CORPORATION

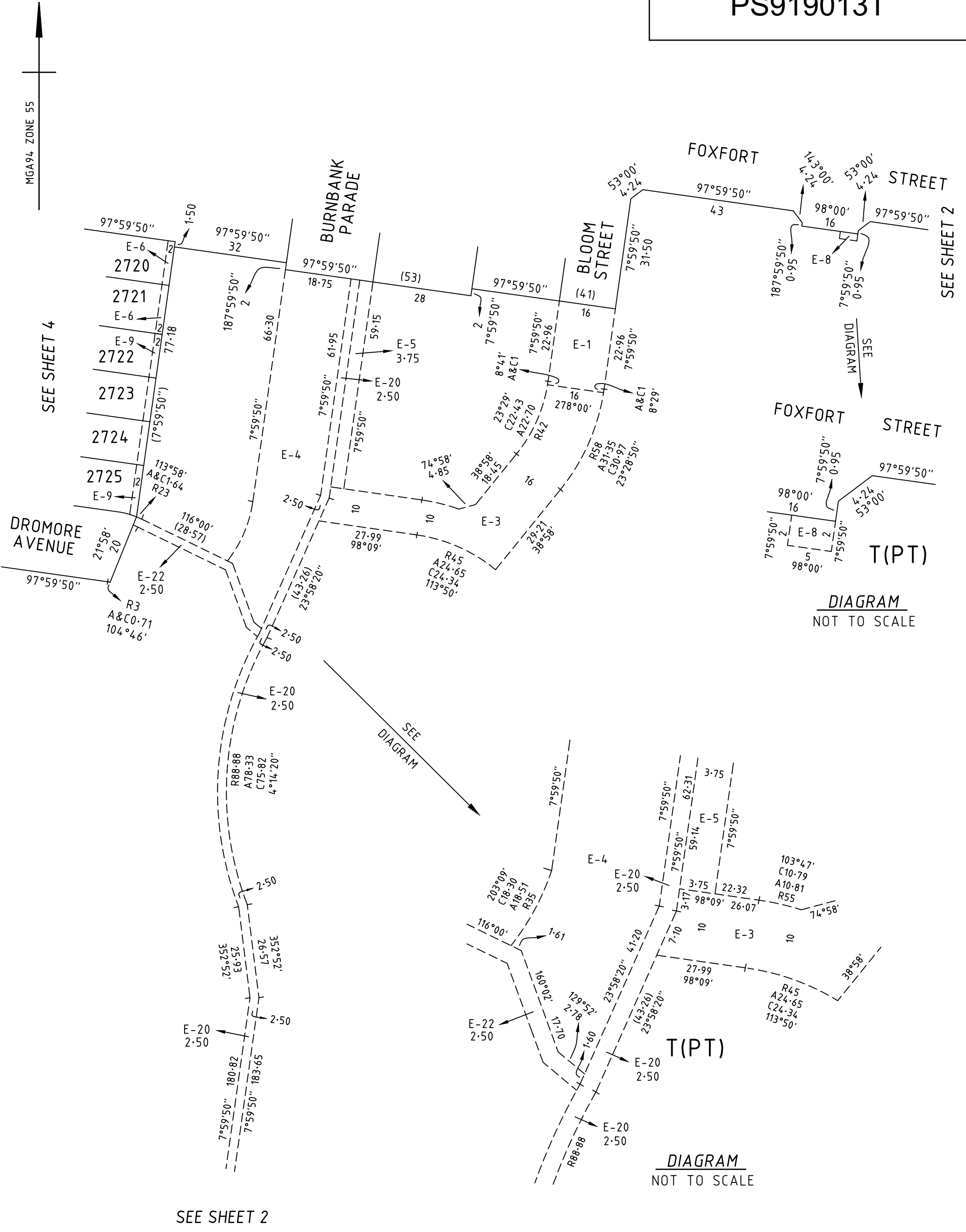
 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS FILE REF: 1101438 /27 1101438-27-PS-V2.DWG	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7
	LICENSED SURVEYOR: JAMES ARTHUR WIGGINS VERSION 2, DATE: 22/12/2023		



SEE SHEET 4

SEE SHEET 4

MGA94 ZONE 55



SEE SHEET 2



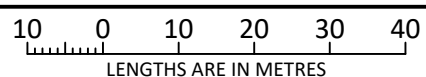
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development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF
1101438/27

SCALE
1 : 1000



ORIGINAL SHEET
SIZE: A3

SHEET 5

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 2, DATE: 22/12/2023

MGA94 ZONE 55

T(PT)

T(PT)

T(PT)

T(PT)

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

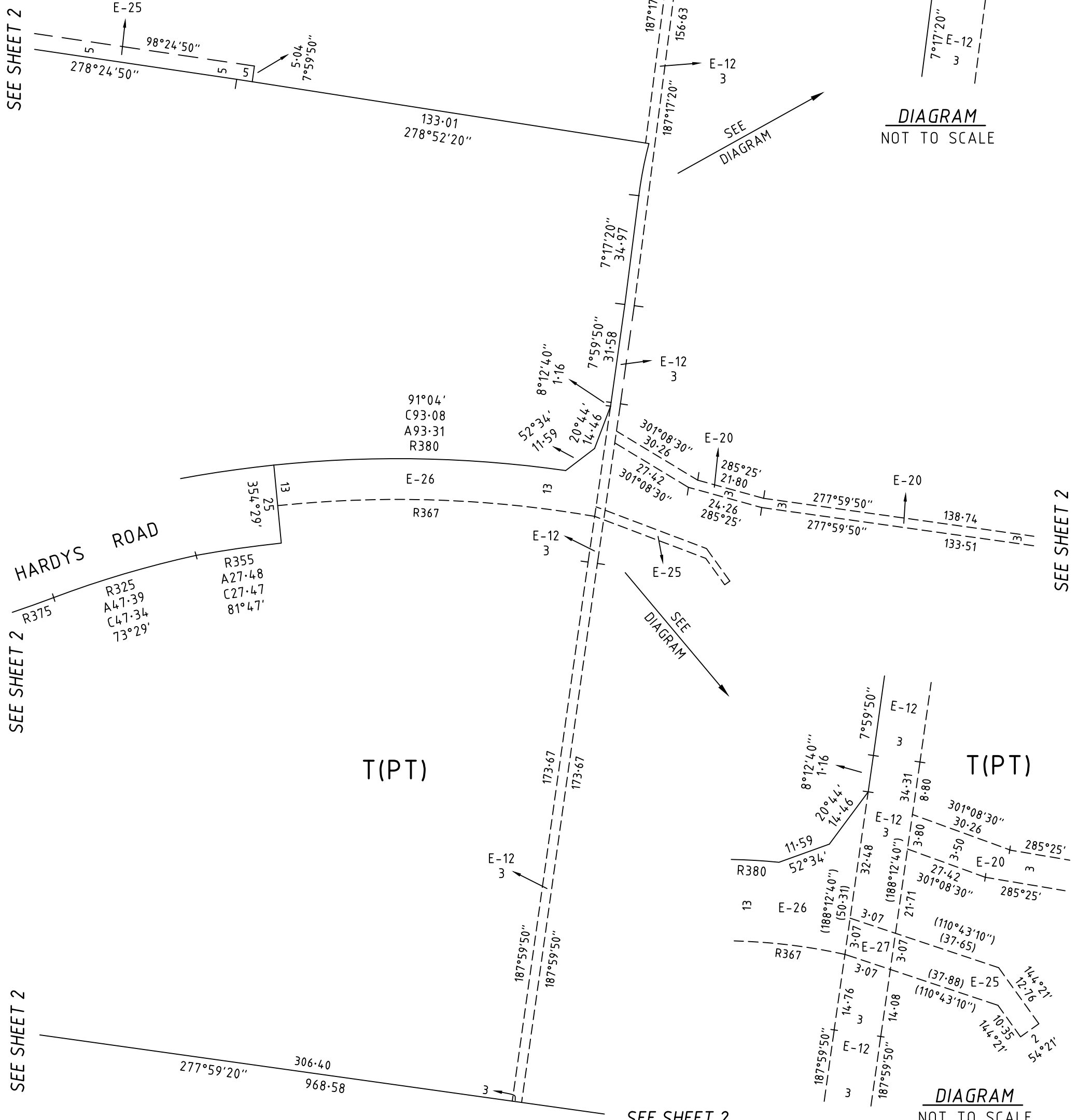
SEE SHEET 2

SEE SHEET 2

DIAGRAM
NOT TO SCALE

DIAGRAM
NOT TO SCALE

HARDYS ROAD



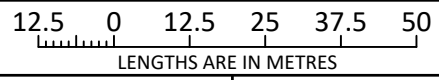
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SURVEYORS REF
1101438/27

SCALE
1 : 1250



ORIGINAL SHEET
SIZE: A3

SHEET 6

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 2, DATE: 22/12/2023

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: LOTS 2701 TO 2744 (BOTH INCLUSIVE) ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2701 TO 2744 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE OR FENCE OTHER THAN A BUILDING, STRUCTURE OR FENCE IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY CASEY CITY COUNCIL UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT ON THE BUILDING ENVELOPE PLAN ENDORSED UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE BUILDING ENVELOPE PLAN IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 3) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 4) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.

VARIATION

ANY VARIATION TO BUILDING ENVELOPES OR CONSENT TO BUILD OUTSIDE ANY BUILDING ENVELOPE WILL REQUIRE APPROVAL FROM THE CITY OF CASEY.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: LOTS 2711 TO 2718 (BOTH INCLUSIVE) AND 2720 TO 2725 (BOTH INCLUSIVE) ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2701 TO 2744 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
1101438/27

ORIGINAL SHEET
SIZE: A3

SHEET 7

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 2, DATE: 22/12/2023

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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 12550 FOLIO 815

Security no : 124115455624K

Produced 31/05/2024 05:20 PM

LAND DESCRIPTION

Lot Q on Plan of Subdivision 915525L.
PARENT TITLE Volume 12545 Folio 072
Created by instrument PS915525L 30/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

MIRVAC MCCORMACKS ROAD PTY LTD of LEVEL 8 1 SOUTHBANK BOULEVARD SOUTHBANK
VIC 3006

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

SUPALAI AUSTRALIA HOLDINGS PTY LTD of LEVEL 2 650 CHAPEL STREET SOUTH YARRA
VIC 3141
PS915525L 30/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW281878R 18/11/2022

MIRVAC MCCORMACKS ROAD PTY LTD
MIRVAC LTD

As to the interest of SUPALAI AUSTRALIA HOLDINGS PTY LTD

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

NOTICE Section 201UB Planning and Environment Act 1987

AH462111E 30/08/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation

Levy) 2020

AT390548G 01/07/2020

DIAGRAM LOCATION

SEE PS915525L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS915525L (B)	PLAN OF SUBDIVISION	Registered	30/05/2024

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

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

Street Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 17223H MADDOCKS

Effective from 30/05/2024




DOCUMENT END

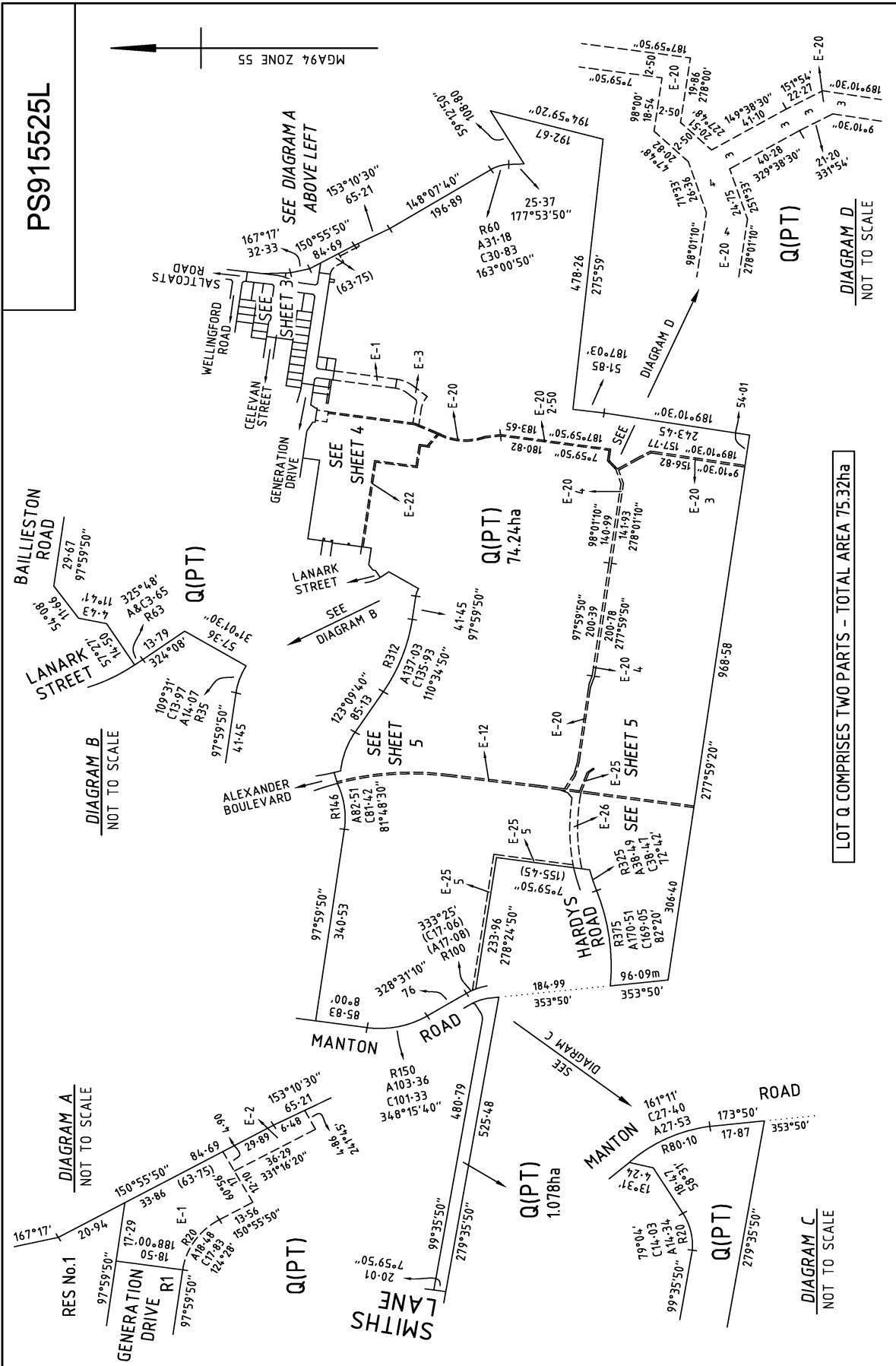
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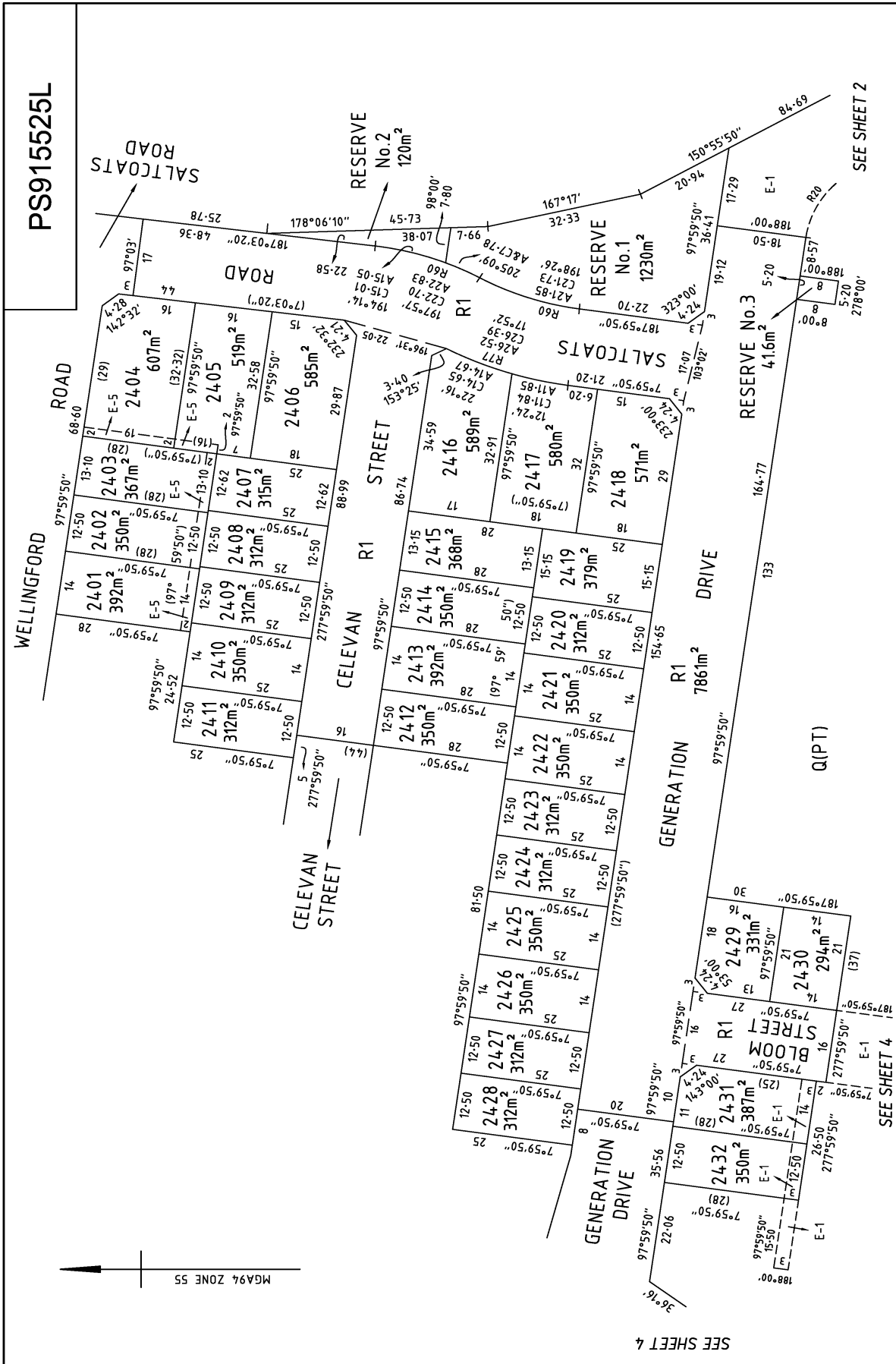
PLAN OF SUBDIVISION		EDITION 1	PS915525L	
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: 73 (PT) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS915526J (LOT L) POSTAL ADDRESS: 70S SMITHS LANE (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 359 440 ZONE: 55 (of approx centre of land in plan) N: 5 781 380 GDA 94		Council Name: Casey City Council Council Reference Number: SubA00172/23 Planning Permit Reference: PA21-0407 SPEAR Reference Number: S215068T Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Michele Scarlett for Casey City Council on 10/01/2024 Statement of Compliance issued: 24/05/2024 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot Q at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3	CASEY CITY COUNCIL CASEY CITY COUNCIL CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS		LOT 1 TO 2400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT Q COMPRISES TWO PARTS. FOR RESTRICTION A AFFECTING LOTS 2401 TO 2432 (BOTH INCLUSIVE) SEE SHEET 6. FOR RESTRICTION B AFFECTING LOT 2430 SEE SHEET 6. OTHER PURPOSE OF PLAN: 1) TO REMOVE THE DRAINAGE EASEMENT CREATED AS E-29 AND E-30 ON PS846078S CONTAINED WITHIN CELEVAN STREET AND GENERATION DRIVE ON THIS PLAN. 2) TO REMOVE THE SEWERAGE EASEMENT CREATED AS E-30 ON PS846078S CONTAINED WITHIN GENERATION DRIVE ON THIS PLAN. 3) TO REMOVE THE DRAINAGE EASEMENT CREATED AS E-32 ON PS839562C CONTAINED WITHIN SALTCOATS ROAD ON THIS PLAN. 4) TO REMOVE THE SEWERAGE EASEMENT CREATED AS E-31 ON PS848719T CONTAINED WITHIN GENERATION DRIVE AND SALTCOATS ROAD ON THIS PLAN. GROUNDNS FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988) WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958		
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PA21-0407 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71 Estate: Smiths Lane Phase No.: 24 No. of Lots: 32 + Lot Q PHASE AREA: 2.158ha				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2	DRAINAGE	SEE DIAG.	THIS PLAN	CASEY CITY COUNCIL
E-1, E-3	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION
E-5	DRAINAGE	2	PS848719T	CASEY CITY COUNCIL
E-12, E-27	SEWERAGE	SEE DIAG.	PS833955P	SOUTH EAST WATER CORPORATION
E-19	DRAINAGE	SEE DIAG.	PS837148Y	CASEY CITY COUNCIL
E-19, E-20	SEWERAGE	SEE DIAG.	PS837148Y	SOUTH EAST WATER CORPORATION
E-21	DRAINAGE	SEE DIAG.	PS837151L	CASEY CITY COUNCIL
E-22	SEWERAGE	SEE DIAG.	PS837151L	SOUTH EAST WATER CORPORATION
E-25, E-26, E-27	DRAINAGE	SEE DIAG.	PS848742Y	CASEY CITY COUNCIL
E-26	SEWERAGE	SEE DIAG.	PS848742Y	SOUTH EAST WATER CORPORATION
 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS FILE REF: 1101438 /24 1101438-24-PS-V4.DWG		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6
	Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (4), 11/12/2023, SPEAR Ref: S215068T		PLAN REGISTERED TIME: 3:35pm DATE: 30/05/2024	A. Kumar Assistant Registrar of Titles

PS915525L



LOT Q COMPRISES TWO PARTS - TOTAL AREA 75.32ha

<p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p>	<p>SURVEYORS REFERENCE 1101438/24</p>	<p>SCALE 1 : 6000</p>	<p>LENGTHS ARE IN METRES 60 0 60 120 180 240</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 2</p>
	<p>Digitally signed by: James Arthur Wiggins, Licensed Surveyor, 11/12/2023, SPEAR Ref: S215068T</p>	<p>Digitally signed by: Casey City Council, 10/01/2024, SPEAR Ref: S215068T</p>			



PS915525L

WELLINGTON ROAD

SALTCOATS ROAD

CELEVAN STREET

R1 STREET

GENERATION DRIVE

GENERATION DRIVE

R1

RESERVE No. 3

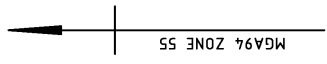
SALTCOATS

RESERVE No. 2

RESERVE No. 1

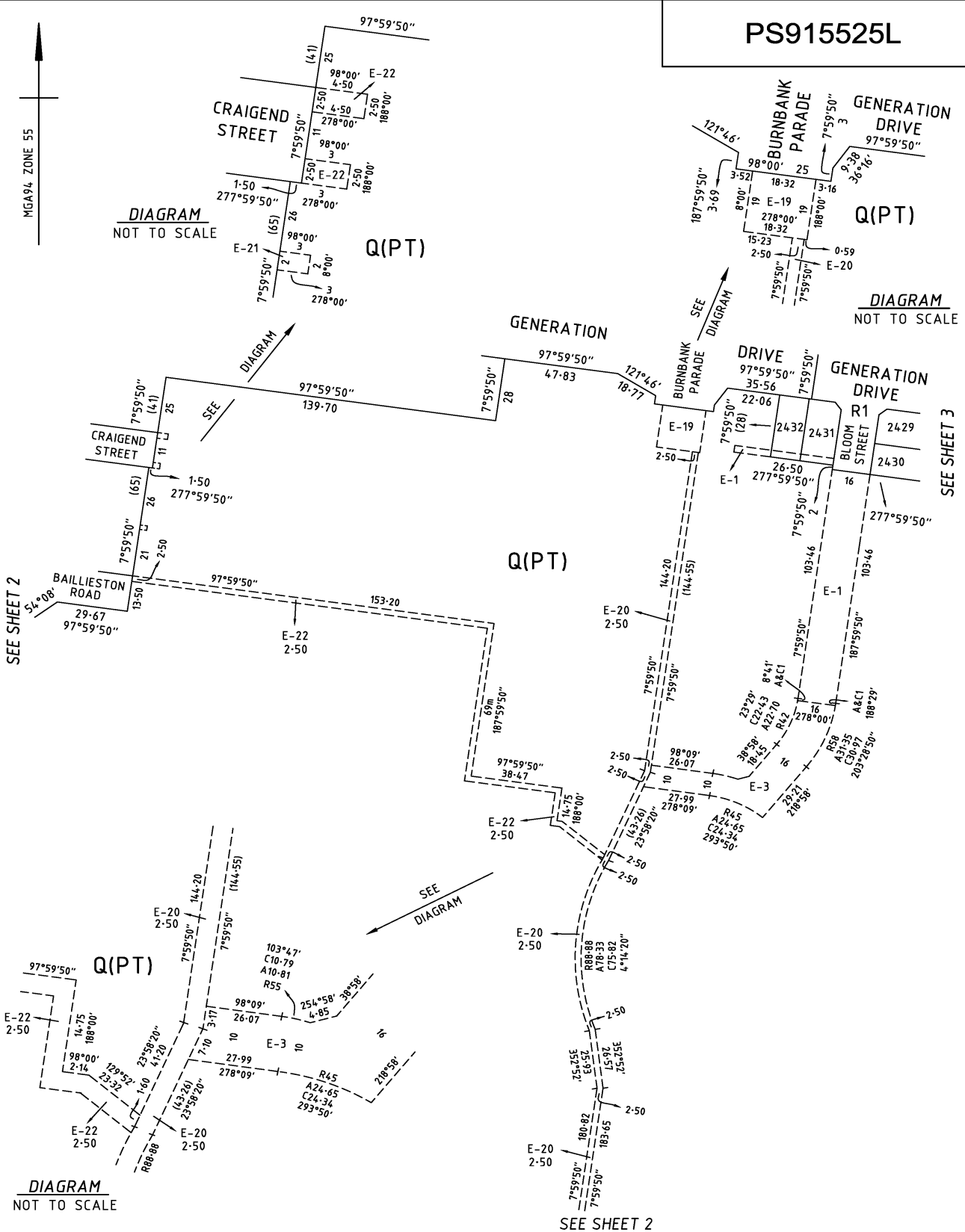
SEE SHEET 2

SEE SHEET 4



 <p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p>	SURVEYORS REFERENCE 1101438/24	SCALE 1 : 750	LENGTHS ARE IN METRES 7.5 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3 SHEET 3
	Digitally signed by: James Arthur Wiggins, Licensed Surveyor, 10/01/2024, SPEAR Ref: S215068T	Digitally signed by: Casey City Council, 10/01/2024, SPEAR Ref: S215068T		

PS915525L



BW Beveridge Williams
 development & environment consultants
 Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

SURVEYORS REF 1101438/24	SCALE 1 : 1500	15 0 15 30 45 60 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (4), 11/12/2023, SPEAR Ref: S215068T		Digitally signed by: Casey City Council, 10/01/2024, SPEAR Ref: S215068T		

PS915525L

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: LOTS 2401 TO 2432 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 2401 TO 2432 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE OR FENCE OTHER THAN A BUILDING, STRUCTURE OR FENCE IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY CASEY CITY COUNCIL UNDER PLANNING PERMIT No. PA21-0407
A COPY OF THE DESIGN GUIDELINES IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>
- 2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT ON THE BUILDING ENVELOPE PLAN ENDORSED UNDER PLANNING PERMIT No. PA21-0407
A COPY OF THE BUILDING ENVELOPE PLAN IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>
- 3) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 4) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.

VARIATION

ANY VARIATION TO BUILDING ENVELOPES OR CONSENT TO BUILD OUTSIDE ANY BUILDING ENVELOPE WILL REQUIRE APPROVAL FROM THE CITY OF CASEY.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: LOT 2430


LAND TO BE BENEFITED: LOTS 2401 TO 2432 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

 <p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p>	<p>SURVEYORS REF 1101438/24</p>		<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 6</p>
	Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (4), 11/12/2023, SPEAR Ref: S215068T		Digitally signed by: Casey City Council, 10/01/2024, SPEAR Ref: S215068T	

PLAN OF SUBDIVISION

EDITION 1

PS915533M

LOCATION OF LAND

PARISH: CRANBOURNE
TOWNSHIP: —
SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT)
CROWN ALLOTMENT: 73 (PT)
TITLE REFERENCE: VOL. FOL.
LAST PLAN REFERENCE: PS915532P (LOT R)
POSTAL ADDRESS: 70S SMITHS LANE
 (at time of subdivision) CLYDE NORTH 3978
MGA CO-ORDINATES: E: 359 360 ZONE: 55
 (of approx centre of land in plan) N: 5 781 260 GDA 94

COUNCIL NAME: CASEY CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CASEY CITY COUNCIL

LOT 1 TO 2600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
 LOT S COMPRISES TWO PARTS.
 FOR RESTRICTION A AFFECTING LOTS 2601 TO 2630 (BOTH INCLUSIVE) SEE SHEET 7.
 FOR RESTRICTION B AFFECTING LOT 2608 SEE SHEET 7.

OTHER PURPOSE OF PLAN:

- TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED AS E-1 AND E-2 ON PS915525L CONTAINED WITHIN BLOOM STREET AND GENERATION DRIVE ON THIS PLAN.
- TO REMOVE THAT PART OF SEWERAGE EASEMENT CREATED AS E-1 ON PS915525L CONTAINED WITHIN BLOOM STREET AND GENERATION DRIVE ON THIS PLAN.

GROUND FOR REMOVAL OF EASEMENT:
 AGREEMENT FROM ALL INTERESTED PARTIES
 (SECTION 6(1)K SUBDIVISION ACT 1988)

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

This is a SPEAR plan.

STAGING:

This is not a staged subdivision.
 Planning Permit No. PA21-0407

SURVEY:

This plan is based on survey.
 This survey has been connected to permanent marks No(s). 68, 77 & 176
 In Proclaimed Survey Area No. 71

Estate: Smiths Lane
 Phase No.: 26
 No. of Lots: 30 + Lot S
 PHASE AREA: 1.859ha

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-8	DRAINAGE	SEE DIAG.	THIS PLAN	CASEY CITY COUNCIL
E-1, E-2	DRAINAGE	SEE DIAG.	PS915525L	CASEY CITY COUNCIL
E-1, E-3	SEWERAGE	SEE DIAG.	PS915525L	SOUTH EAST WATER CORPORATION
E-4, E-6, E-7	DRAINAGE	SEE DIAG.	PS915532P	CASEY CITY COUNCIL
E-4, E-5	SEWERAGE	SEE DIAG.	PS915532P	SOUTH EAST WATER CORPORATION
E-12	SEWERAGE	SEE DIAG.	PS833955P	SOUTH EAST WATER CORPORATION
E-20	SEWERAGE	SEE DIAG.	PS837148Y	SOUTH EAST WATER CORPORATION
E-21	DRAINAGE	SEE DIAG.	PS837151L	CASEY CITY COUNCIL
E-22, E-7	SEWERAGE	SEE DIAG.	PS837151L	SOUTH EAST WATER CORPORATION
E-25	DRAINAGE	SEE DIAG.	PS848742Y	CASEY CITY COUNCIL



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SURVEYORS FILE REF: 1101438 /26
 1101438-26-PS-V2.DWG

ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 7

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
 VERSION 2, DATE: 2/11/2023

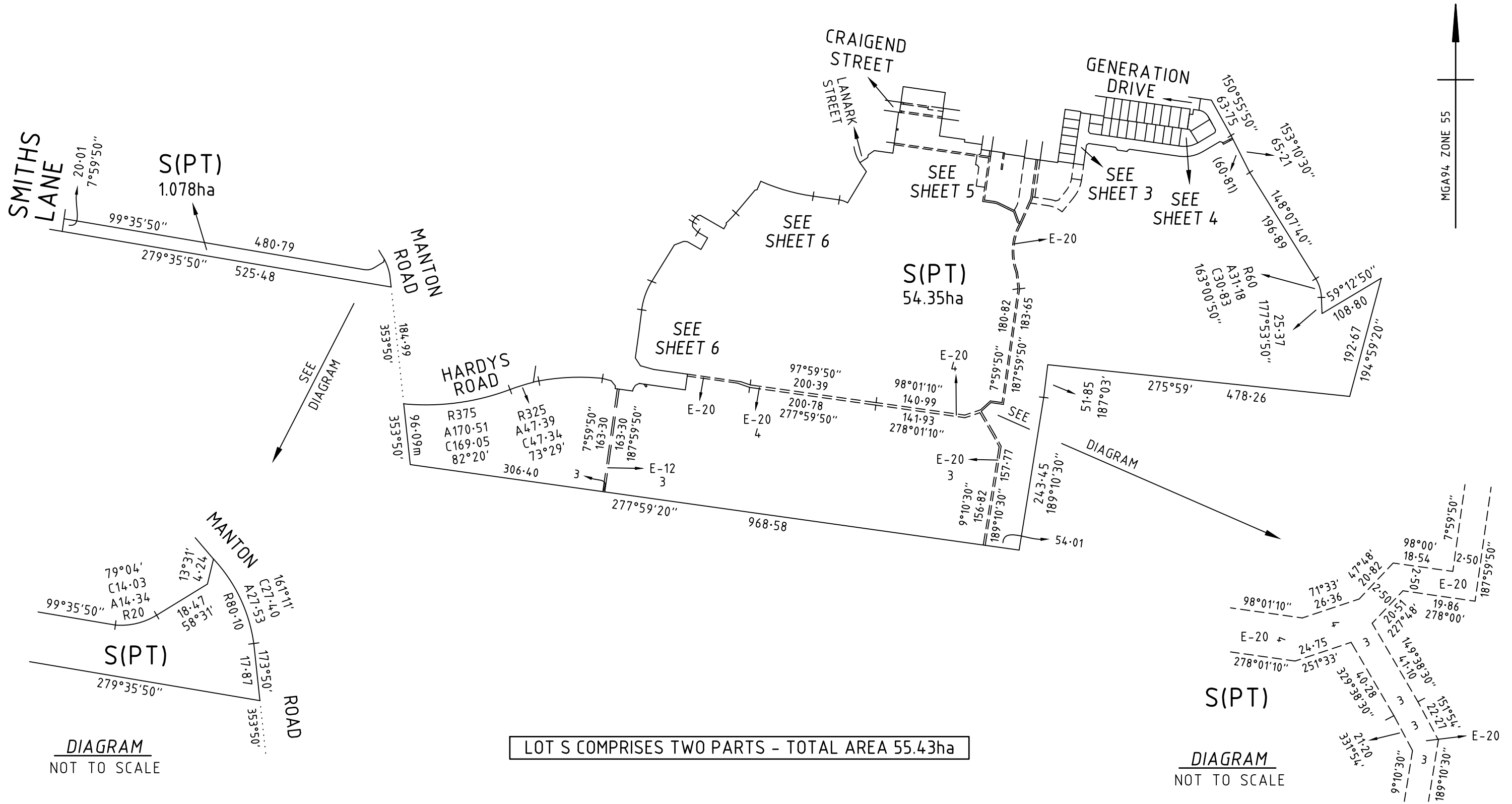


DIAGRAM
NOT TO SCALE

DIAGRAM
NOT TO SCALE

LOT S COMPRISES TWO PARTS - TOTAL AREA 55.43ha

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SURVEYORS
REFERENCE
1101438/26

SCALE
1 : 6000

60 0 60 120 180 240
LENGTHS ARE IN METRES

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 2, DATE: 02/11/2023

ORIGINAL SHEET
SIZE: A3

SHEET 2

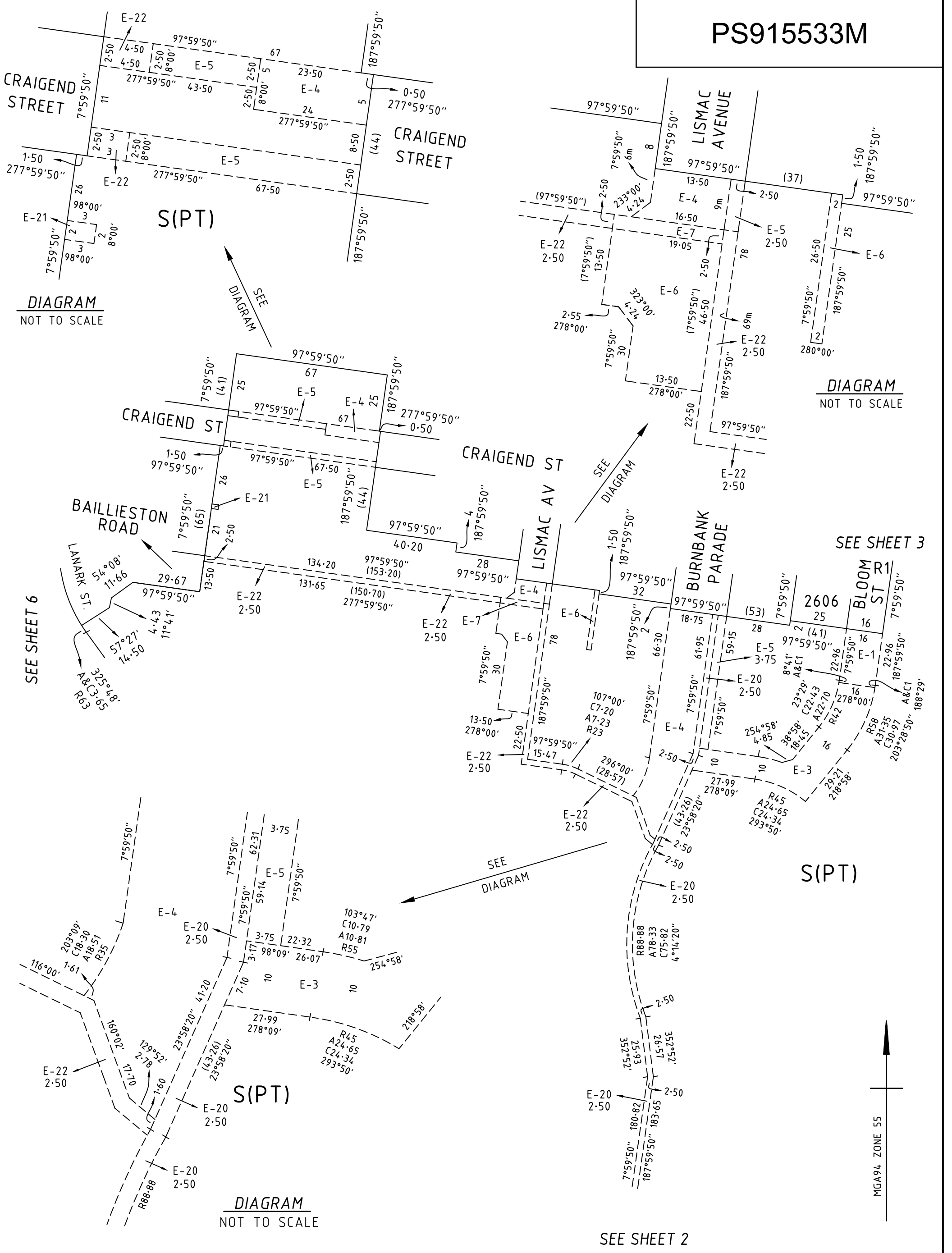


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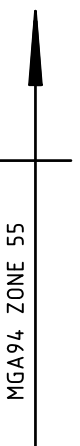
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DIAGRAM NOT TO SCALE

SEE SHEET 2

SEE SHEET 3

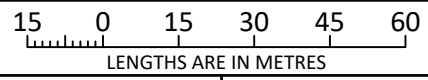
SEE SHEET 6



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SURVEYORS REF 1101438/26

SCALE 1 : 1500



ORIGINAL SHEET SIZE: A3

SHEET 5

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
 VERSION 2, DATE: 02/11/2023

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: LOTS 2601 TO 2630 (BOTH INCLUSIVE) ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2601 TO 2630 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE OR FENCE OTHER THAN A BUILDING, STRUCTURE OR FENCE IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY CASEY CITY COUNCIL UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT ON THE BUILDING ENVELOPE PLAN ENDORSED UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE BUILDING ENVELOPE PLAN IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 3) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 4) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.

VARIATION

ANY VARIATION TO BUILDING ENVELOPES OR CONSENT TO BUILD OUTSIDE ANY BUILDING ENVELOPE WILL REQUIRE APPROVAL FROM THE CITY OF CASEY.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: LOTS 2608 ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2601 TO 2630 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



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SURVEYORS REF
1101438/26

ORIGINAL SHEET
SIZE: A3

SHEET 7


LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 2, DATE: 02/11/2023

PLAN OF SUBDIVISION		EDITION 1	PS915532P
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: 73 (PT) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS915525L (LOT Q) POSTAL ADDRESS: 70S SMITHS LANE (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 359 160 ZONE: 55 (of approx centre of land in plan) N: 5 781 250 GDA 94		COUNCIL NAME: CASEY CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOT 1 TO 2500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT R COMPRISES TWO PARTS. FOR RESTRICTION A AFFECTING LOTS 2501 TO 2532 (BOTH INCLUSIVE) SEE SHEET 6. FOR RESTRICTION B AFFECTING LOT 2503 SEE SHEET 6. FOR RESTRICTION C AFFECTING LOTS 2519, 2520 & 2521 SEE SHEET 6. OTHER PURPOSE OF PLAN: 1) TO REMOVE THE SEWERAGE EASEMENT CREATED AS E-19 & E-20 ON PS837148Y CONTAINED WITHIN BURNBANK PARADE ON THIS PLAN. 2) TO REMOVE THE DRAINAGE EASEMENT CREATED AS E-19 ON PS837148Y CONTAINED WITHIN BURNBANK PARADE ON THIS PLAN. 3) TO VARY THE POSITION OF THAT PART OF THE SEWERAGE EASEMENT SHOWN AS E-22 ON PS839562C (INITIALLY CREATED AS E-22 ON PS837151L) SOUTH OF LISMAC AVENUE WITHIN LOT R ON THIS PLAN TO THE POSITION OF E-22 AS SHOWN ON THIS PLAN. GROUND FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)	
ROAD R1	CASEY CITY COUNCIL		
NOTATIONS			
DEPTH LIMITATION: DOES NOT APPLY			
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PA21-0407 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71			
Estate: Smiths Lane Phase No.: 25 No. of Lots: 32 + Lot R PHASE AREA: 1.784ha			

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2	DRAINAGE	SEE DIAG.	PS915525L	CASEY CITY COUNCIL
E-1, E-3	SEWERAGE	SEE DIAG.	PS915525L	SOUTH EAST WATER CORPORATION
E-4, E-6, E-7	DRAINAGE	SEE DIAG.	THIS PLAN	CASEY CITY COUNCIL
E-4, E-5	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION
E-12	SEWERAGE	SEE DIAG.	PS833955P	SOUTH EAST WATER CORPORATION
E-20	SEWERAGE	SEE DIAG.	PS837148Y	SOUTH EAST WATER CORPORATION
E-21	DRAINAGE	SEE DIAG.	PS837151L	CASEY CITY COUNCIL
E-22, E-7	SEWERAGE	SEE DIAG.	PS837151L	SOUTH EAST WATER CORPORATION
E-25	DRAINAGE	SEE DIAG.	PS848742Y	CASEY CITY COUNCIL

 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS FILE REF: 1101438 /25 1101438-25-PS-V3.DWG	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6
	LICENSED SURVEYOR: JAMES ARTHUR WIGGINS VERSION 3, DATE: 02/11/2023		

PS915532P

GENERATION

DRIVE

PARADE

STREET

BURNBANK

CRAIGEND

LISMAC AVENUE

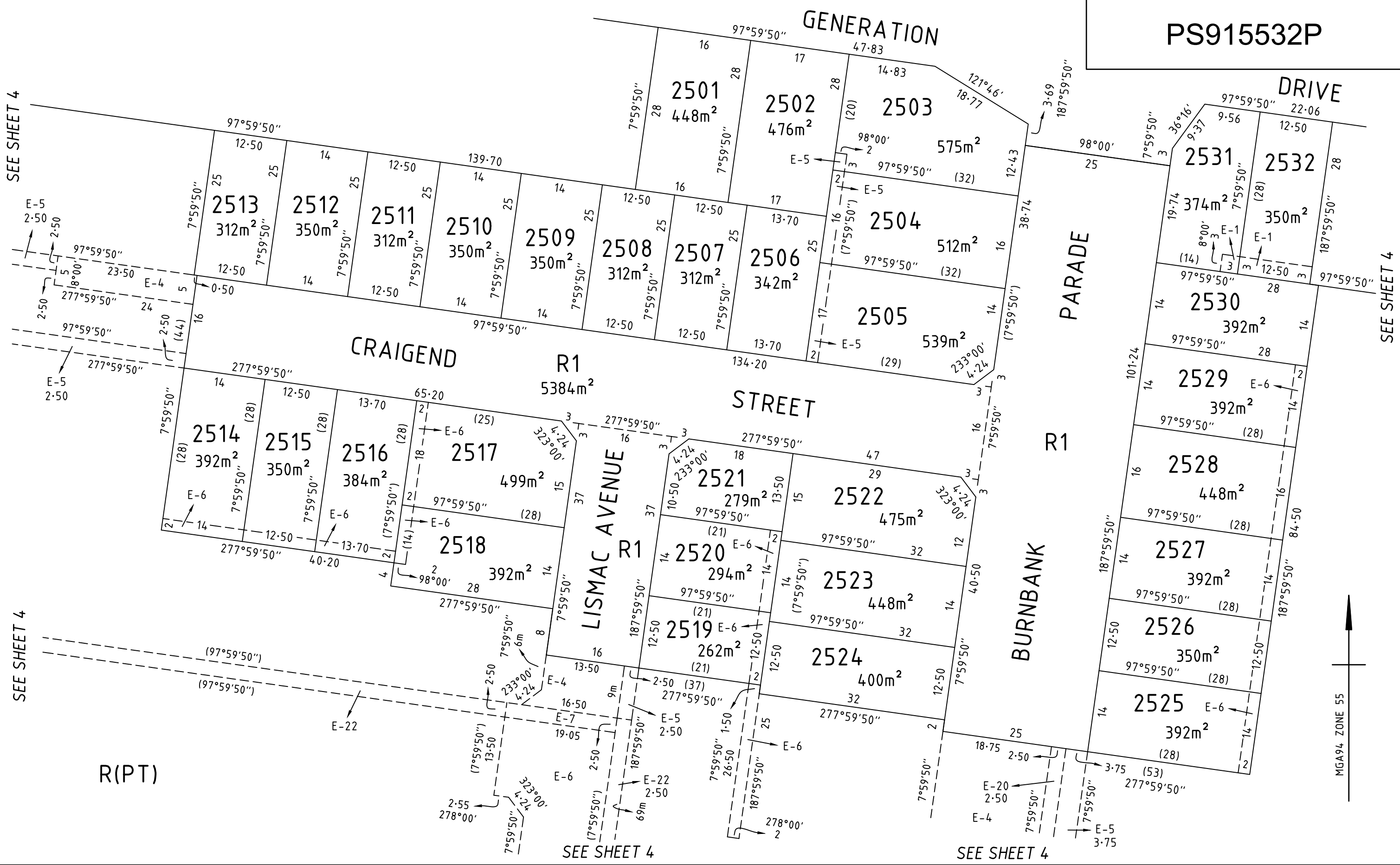
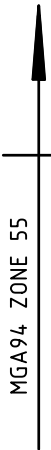
SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4



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SURVEYORS REFERENCE	1101438/25
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SCALE 1 : 600	<p>LENGTHS ARE IN METRES</p>
LICENSED SURVEYOR: JAMES ARTHUR WIGGINS VERSION 3, DATE: 02/11/2023	

ORIGINAL SHEET SIZE: A3	SHEET 3
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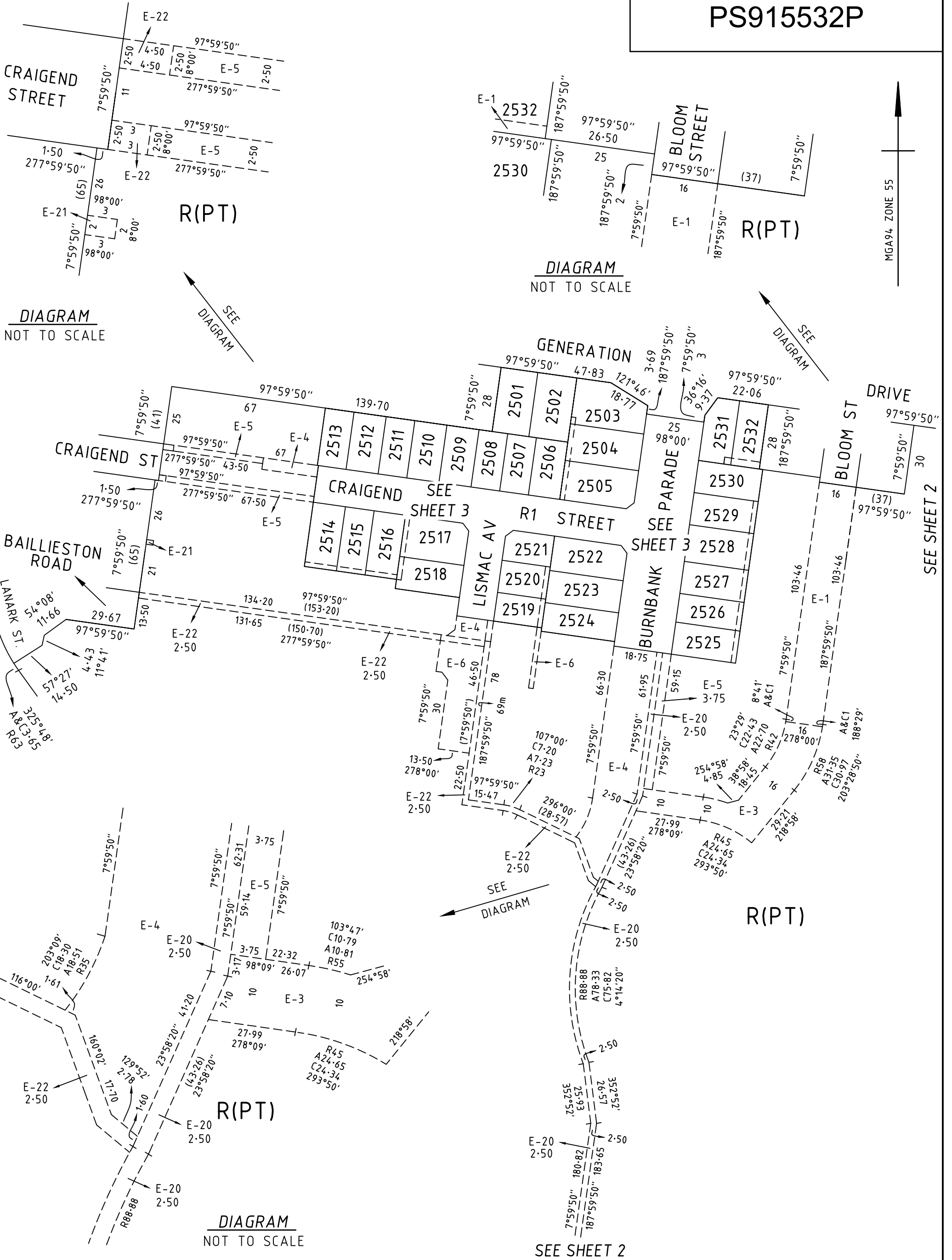


DIAGRAM NOT TO SCALE

DIAGRAM NOT TO SCALE

DIAGRAM NOT TO SCALE

SEE SHEET 5

SEE DIAGRAM

SEE DIAGRAM

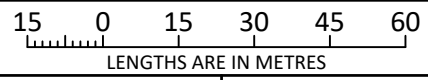
SEE DIAGRAM

SEE SHEET 2

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SURVEYORS REF
1101438/25

SCALE
1 : 1500



ORIGINAL SHEET
SIZE: A3

SHEET 4

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
 VERSION 3, DATE: 02/11/2023

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: LOTS 2501 TO 2532 (BOTH INCLUSIVE) ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2501 TO 2532 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT BUILD OR PERMIT ANY OTHER PERSON UNDER ITS CONTROL OR DIRECTION TO:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE OR FENCE OTHER THAN A BUILDING, STRUCTURE OR FENCE IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY CASEY CITY COUNCIL UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT ON THE BUILDING ENVELOPE PLAN ENDORSED UNDER PLANNING PERMIT No. PA21-0407

A COPY OF THE BUILDING ENVELOPE PLAN IS AVAILABLE UPON REQUEST AT WEBSITE <https://portal.smithslane.mirvac.com>

- 3) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 4) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.

VARIATION

ANY VARIATION TO BUILDING ENVELOPES OR CONSENT TO BUILD OUTSIDE ANY BUILDING ENVELOPE WILL REQUIRE APPROVAL FROM THE CITY OF CASEY.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: LOTS 2503 ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2501 TO 2532 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

EXCEPT WITH THE WRITTEN CONSENT OF MIRVAC AND IN ALL OTHER INSTANCES THE WRITTEN CONSENT OF EACH AND EVERY REGISTERED PROPRIETOR OF A BENEFITING LOT ON THE PLAN OF SUBDIVISION THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

DOUBLE STOREY CONSTRUCTION

- 1) BUILD OR ALLOW TO BE BUILT ON THE LOT A DWELLING HOUSE UNLESS IT IS TWO (2) STOREYS.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.

CREATION OF RESTRICTION 'C'

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

LAND TO BE BURDENED: LOTS 2519, 2520 & 2521 ON THIS PLAN

LAND TO BE BENEFITED: LOTS 2501 TO 2532 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



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SURVEYORS REF
1101438/25

ORIGINAL SHEET
SIZE: A3

SHEET 6

LICENSED SURVEYOR: JAMES ARTHUR WIGGINS
VERSION 3, DATE: 02/11/2023

PLAN OF SUBDIVISION		EDITION 1	PS919002Y
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: 73 (PT) TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS915525L (LOT Q) POSTAL ADDRESS: 70S SMITHS LANE (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 358 515 ZONE: 55 (of approx centre of land in plan) N: 5 780 935 GDA 94		Council Name: Casey City Council SPEAR Reference Number: S223238E	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOT B COMPRISES TWO PARTS. OTHER PURPOSE OF PLAN: 1) TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED AS E-26 ON PS848742Y CONTAINED WITHIN ROAD R1 ON THIS PLAN. 2) TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-26 ON PS848742Y CONTAINED WITHIN ROAD R1 ON THIS PLAN. GROUND FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)	
ROAD R1	CASEY CITY COUNCIL		
NOTATIONS		DEPTH LIMITATION: DOES NOT APPLY This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00824/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71 Estate: Smiths Lane Phase No.: 7E No. of Lots: 1 + Lot B PHASE AREA: 1.584ha	
NOTATIONS			
DEPTH LIMITATION: DOES NOT APPLY			


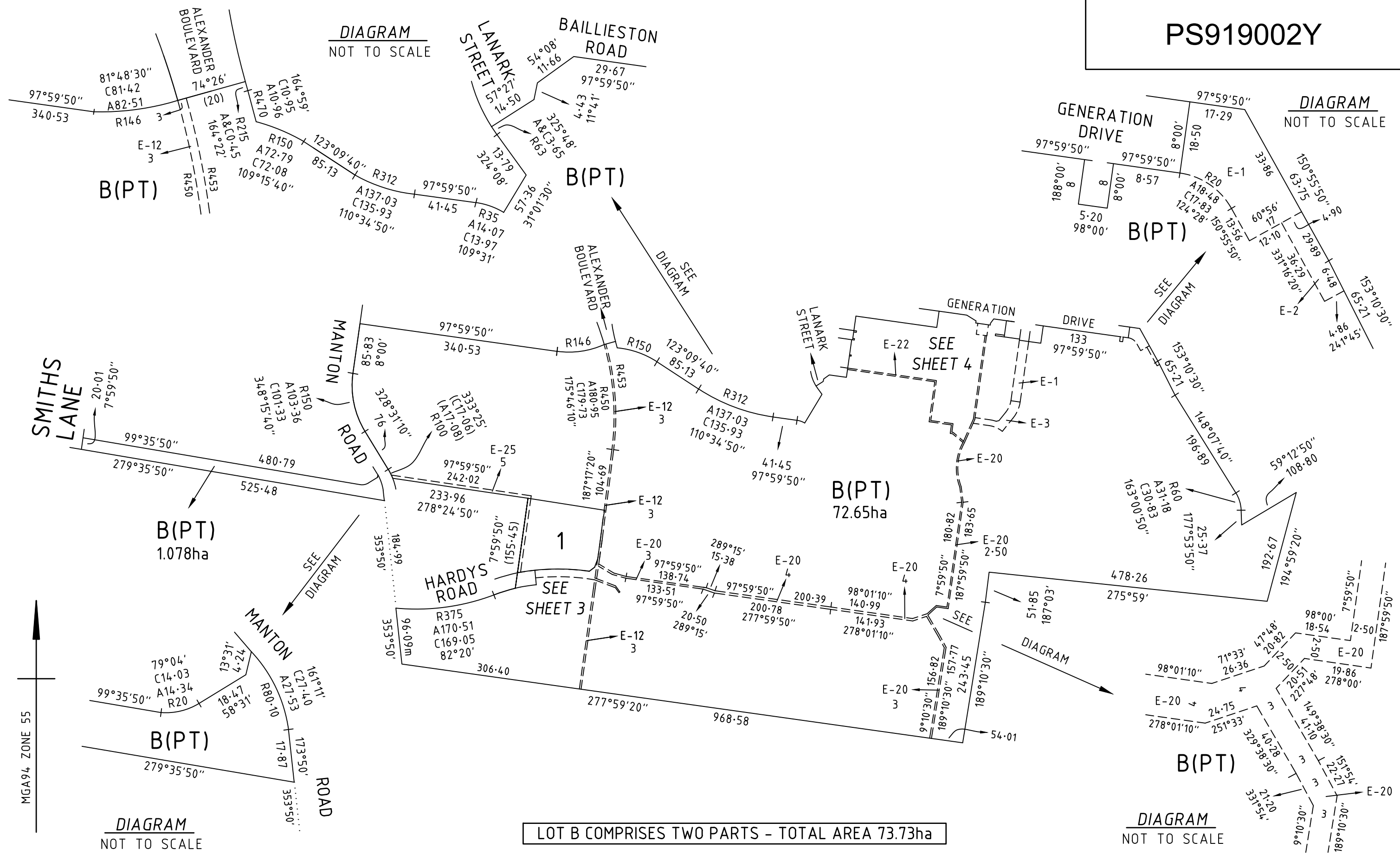
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2	DRAINAGE	SEE DIAG.	PS915525L	CASEY CITY COUNCIL
E-1, E-3	SEWERAGE	SEE DIAG.	PS915525L	SOUTH EAST WATER CORPORATION
E-12, E-27	SEWERAGE	SEE DIAG.	PS833955P	SOUTH EAST WATER CORPORATION
E-19	DRAINAGE	SEE DIAG.	PS837148Y	CASEY CITY COUNCIL
E-19, E-20	SEWERAGE	SEE DIAG.	PS837148Y	SOUTH EAST WATER CORPORATION
E-21	DRAINAGE	SEE DIAG.	PS837151L	CASEY CITY COUNCIL
E-22	SEWERAGE	SEE DIAG.	PS837151L	SOUTH EAST WATER CORPORATION
E-25, E-26, E-27	DRAINAGE	SEE DIAG.	PS848742Y	CASEY CITY COUNCIL
E-26	SEWERAGE	SEE DIAG.	PS848742Y	SOUTH EAST WATER CORPORATION
 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1101438/7E 1101438-7E-PS-V2.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (2), 11/12/2023, SPEAR Ref: S223238E		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4

DIAGRAM NOT TO SCALE

DIAGRAM NOT TO SCALE



MGA94 ZONE 55

LOT B COMPRISES TWO PARTS - TOTAL AREA 73.73ha

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SURVEYORS REFERENCE	1101438/7E
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SCALE 1 : 6000	60 0 60 120 180 240 LENGTHS ARE IN METRES
Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (2), 11/12/2023, SPEAR Ref: S223238E	

ORIGINAL SHEET SIZE: A3	SHEET 2
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MGA94 ZONE 55

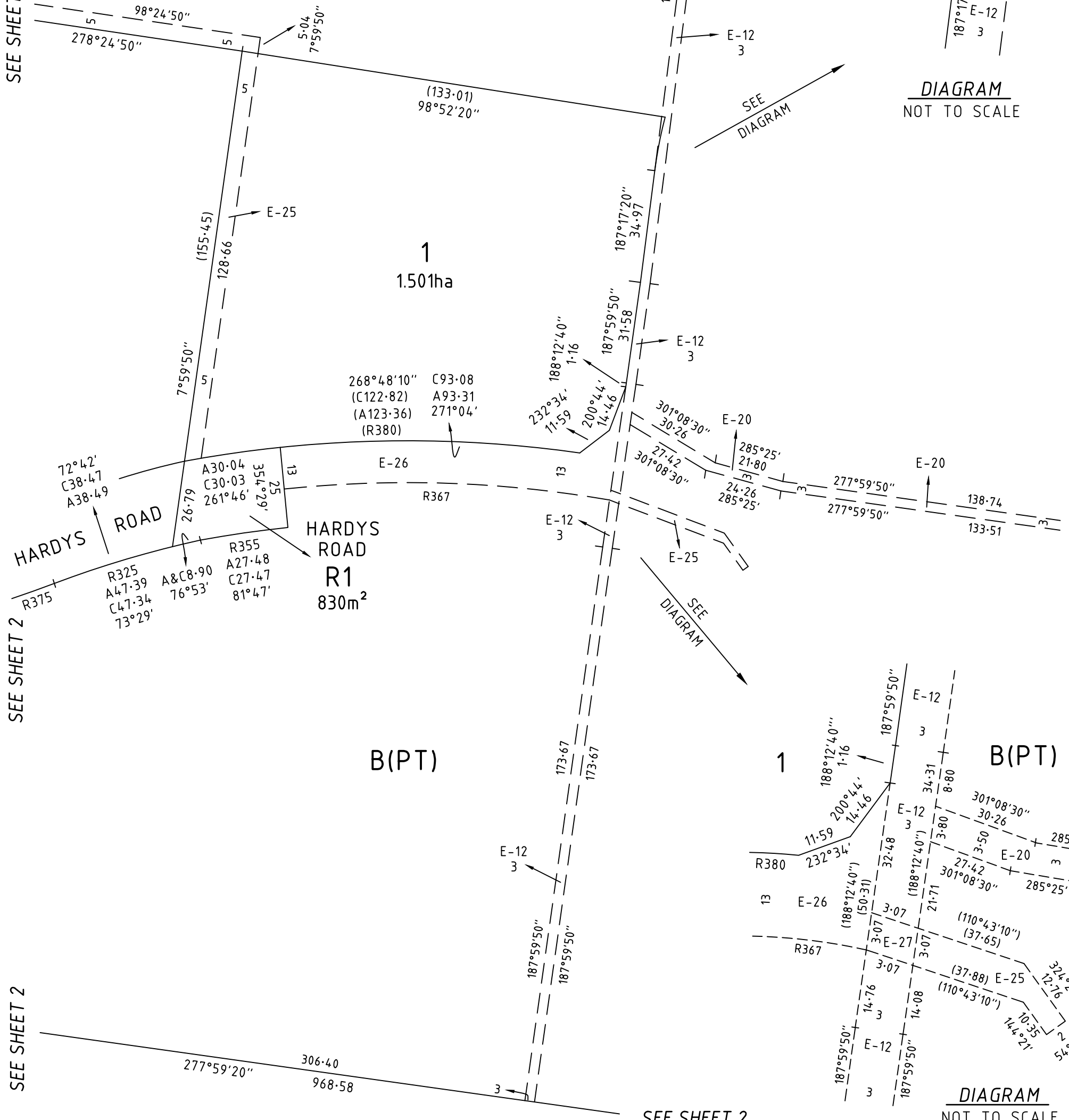
B(PT)

B(PT)

SEE SHEET 2

SEE SHEET 2

DIAGRAM
NOT TO SCALE



SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

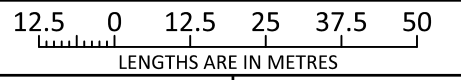
SEE SHEET 2

DIAGRAM
NOT TO SCALE

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SURVEYORS REF
1101438/7E
Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (2),
11/12/2023, SPEAR Ref: S223238E

SCALE
1 : 1250



ORIGINAL SHEET
SIZE: A3

SHEET 3

MGA94 ZONE 55

DIAGRAM
NOT TO SCALE

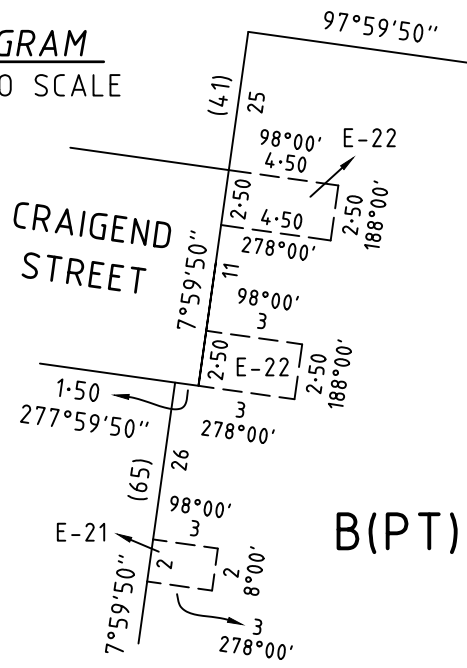
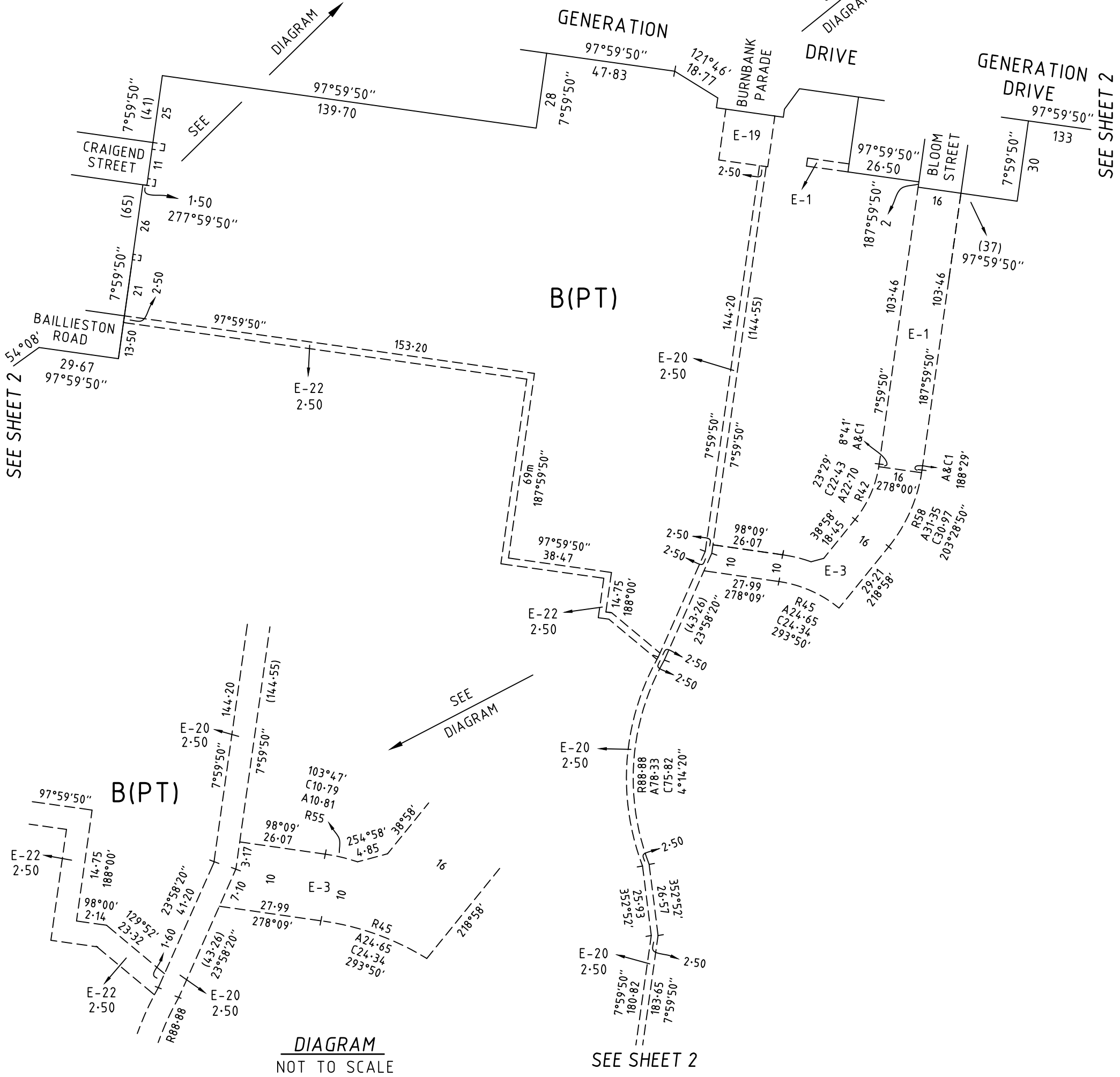
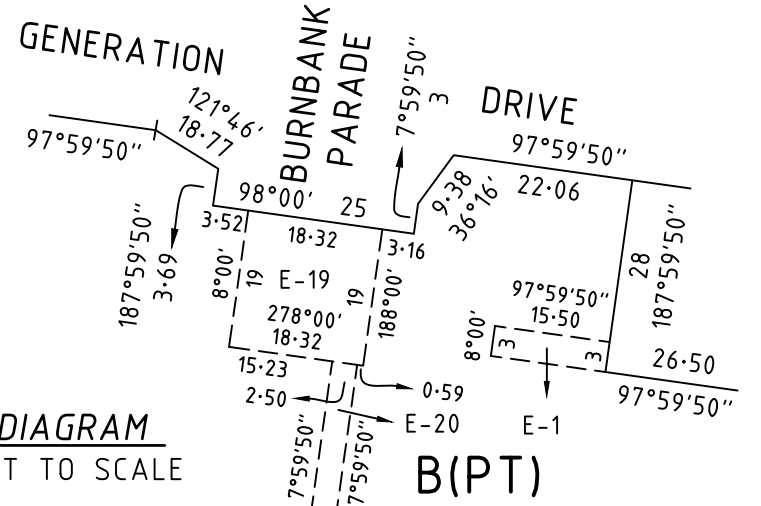


DIAGRAM
NOT TO SCALE



SEE SHEET 2

SEE SHEET 2

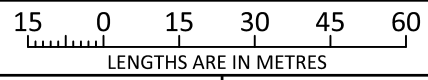
DIAGRAM
NOT TO SCALE

SEE SHEET 2

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SURVEYORS REF
1101438/7E

SCALE
1 : 1500

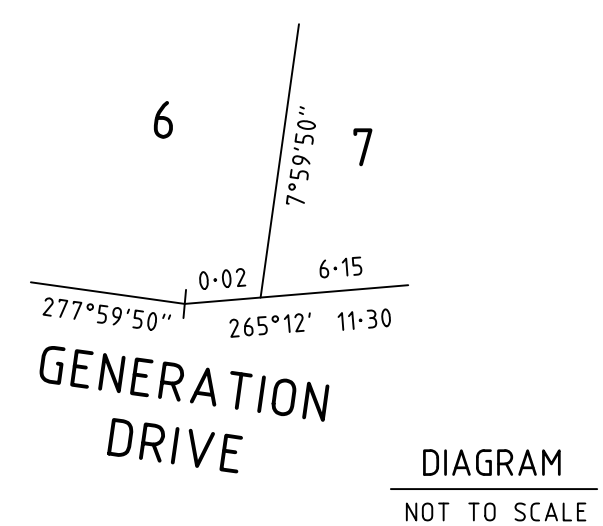
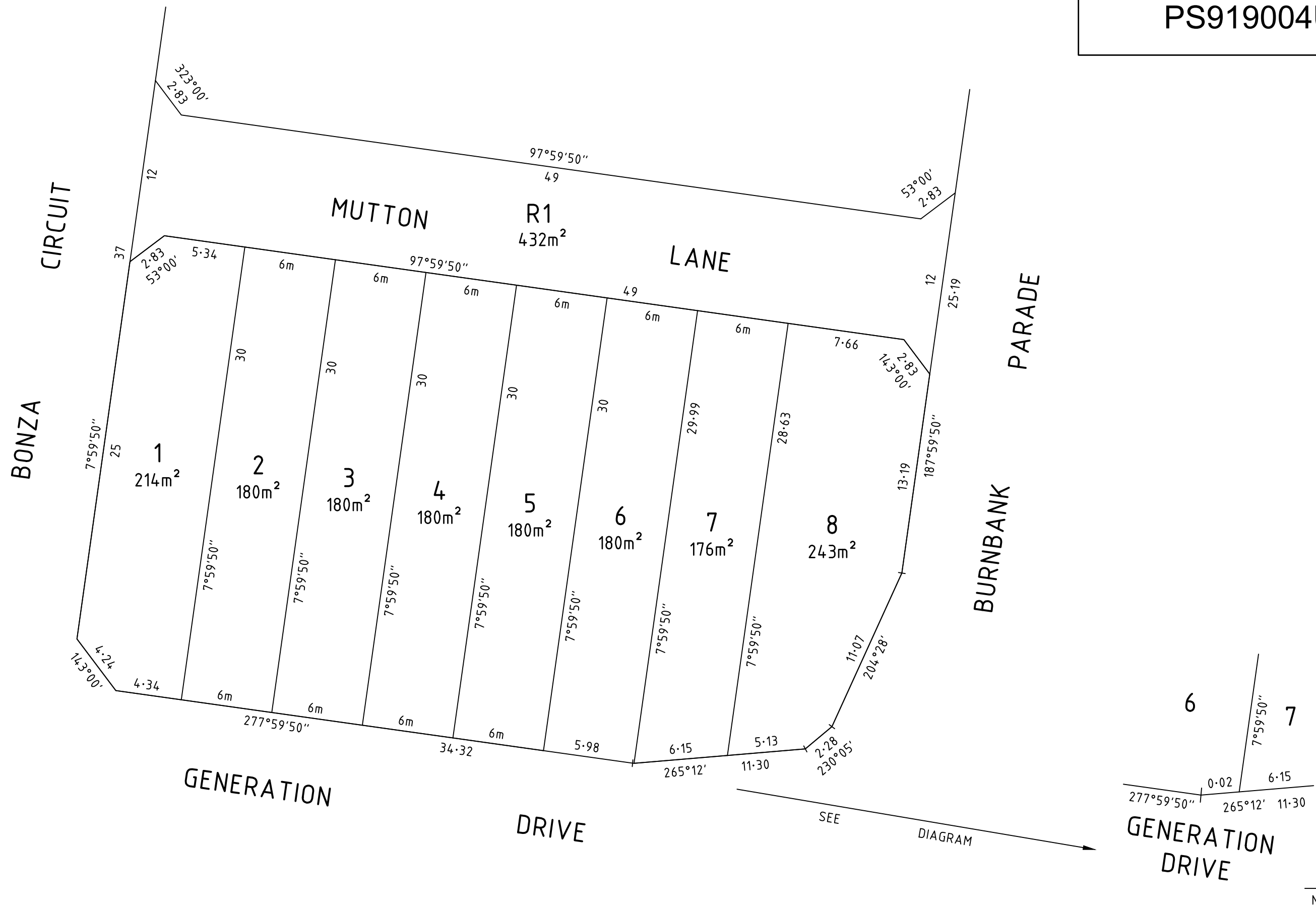


ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by: James Arthur Wiggins, Licensed Surveyor,
Surveyor's Plan Version (2),
11/12/2023, SPEAR Ref: S223238E

PLAN OF SUBDIVISION		EDITION 1	PS919004U	
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: — TITLE REFERENCE: VOL. 12380 FOL. 822 LAST PLAN REFERENCE: PS846080G (LOT Z) POSTAL ADDRESS: 116S BURNBANK PARADE <small>(at time of subdivision)</small> CLYDE NORTH 3978 MGA CO-ORDINATES: E: 359 200 ZONE: 55 <small>(of approx centre of land in plan)</small> N: 5 781 350 GDA 94		Council Name: Casey City Council Council Reference Number: SubA00249/23 Planning Permit Reference: PlnA00824/19 SPEAR Reference Number: S218386C Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Michele Scarlett for Casey City Council on 28/11/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	FOR RESTRICTIONS AFFECTING LOTS 1 TO 8 (BOTH INCLUSIVE) SEE SHEET 3. OTHER PURPOSE OF PLAN: 1) TO REMOVE THAT PART OF DRAINAGE EASEMENT E-1 CREATED ON PS846080G CONTAINED WITHIN MUTTON LANE ON THIS PLAN. 2) TO REMOVE THAT PART OF DRAINAGE EASEMENT E-21 CREATED ON PS837151L CONTAINED WITHIN MUTTON LANE ON THIS PLAN. GROUNDS FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)		
ROAD R1	CASEY CITY COUNCIL			
NOTATIONS		DEPTH LIMITATION: DOES NOT APPLY This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00824/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71 Estate: Smiths Lane Phase No.: 16S No. of Lots: 8 PHASE AREA: 1965m ²		
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00824/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71 Estate: Smiths Lane Phase No.: 16S No. of Lots: 8 PHASE AREA: 1965m ²				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LOTS ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1101438/16S 1101438-16S-PS-V1.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (1), 31/08/2023, SPEAR Ref: S218386C		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3



CREATION OF RESTRICTION

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

LAND TO BE BURDENED: LOTS 1 TO 8 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 1 TO 8 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE, FENCE OR LANDSCAPING ON A BURDENED LOT UNLESS THE PLANS FOR SUCH A BUILDING, STRUCTURE, FENCE OR LANDSCAPING HAVE BEEN APPROVED IN WRITING BY MIRVAC VICTORIA PTY. LTD. PRIOR TO THE ISSUE OF A BUILDING PERMIT.
- 2) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 3) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.
- 4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" OR "TYPE B" LOT UNDER THE SMALL LOT HOUSING CODE IN ACCORDANCE WITH THE TABLE BELOW PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING OR ALTERNATIVELY IS IN ACCORDANCE WITH ANY PLANNING PERMIT GRANTED BY THE CASEY CITY COUNCIL TO CONSTRUCT A BUILDING OR STRUCTURE ON A RELEVANT BURDENED LOT.

SMALL LOT HOUSING CODE TYPE	LOTS
TYPE A	1, 8
TYPE B	2, 3, 4, 5, 6, 7

- 5) CONSTRUCT ANY DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING OR DWELLING INCORPORATES DUAL PLUMBING FOR THE USE OF RECYCLED WATER IN TOILET FLUSHING AND GARDEN WATERING SHOULD THE SAID SERVICE BECOME AVAILABLE.
- 6) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING ON A BURDENED LOT UNLESS IT INCORPORATES A DOUBLE GARAGE THAT CAN COMFORTABLY ACCOMMODATE THE PARKING OF TWO STANDARD MOTOR VEHICLES
- 7) UNDERTAKE ANY DEMOLITION OR REMOVAL OF ANY APPROVED BUILDING OR IMPROVEMENT (OR PART THEREOF) ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN APPROVAL FROM MIRVAC VICTORIA PTY. LTD. AND THE CASEY CITY COUNCIL.
- 8) UNDERTAKE CONSTRUCTION OR MAINTENANCE WORKS ON AN EXISTING APPROVED BUILDING ON A BURDENED LOT UNLESS THE CONSTRUCTION AND/OR MAINTENANCE WORKS MAINTAINS THE EXTERIOR APPEARANCE, MATERIALS AND COLOUR OF THE APPROVED EXISTING BUILDING.
- 9) ERECT OR AFFIX ANY ANTENNA, SATELLITE DISH, RADIO MAST, AIR CONDITIONING PLANT, HEATING PLANT OR EXTERNAL MOUNTED CONDUITS ON ANY PART OF A BURDENED LOT UNLESS THE ERECTED OR AFFIXED ITEM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 10) ERECT OR AFFIX ANY EXTERNAL SHUTTERS OR WINDOW AWNINGS ON A BUILDING OR DWELLING ON A BURDENED LOT UNLESS THE ERECTED OR AFFIXED EXTERNAL SHUTTER OR WINDOW AWNING IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 11) INSTALL OR AFFIX ANY WINDOW FILM TO A WINDOW OF THE BUILDING ON A BURDENED LOT UNLESS THE INSTALLED OR AFFIXED WINDOW FILM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 12) ERECT OR INSTALL ANY CLOTHES DRYING OR AIRING FACILITY ON A BURDENED LOT UNLESS THE ERECTED OR INSTALLED CLOTHES DRYING OR AIRING FACILITY IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 13) CONSTRUCT OR ERECT ANY SHED, PERGOLA, OR WATER TANK ON A BURDENED LOT UNLESS THE CONSTRUCTED OR ERECTED SHED, PERGOLA OR WATER TANK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 14) PARK OR STORE ANY CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ON A BURDENED LOT UNLESS THE CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 15) INSTALL OR AFFIX ANY WINDOW FURNISHINGS TO A WINDOW OF A BUILDING OR DWELLING ON A BURDENED LOT UNLESS THE WINDOW FURNISHINGS ARE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A) THE WINDOW FURNISHING TYPE SHALL BE EITHER OF THE FOLLOWING:
 - (i) ROLLER BLIND
 - (ii) VENETIAN BLIND
 - (iii) ROMAN BLIND
 - (iv) CURTAINS
 - (v) VERTICAL BLIND
 - (vi) TIMBER VENETIAN
 - (viii) TIMBER PLANTATION SHUTTER
 - B) THE EXTERNAL FACE OF ALL WINDOW FURNISHINGS SHALL BE BLACK, CHARCOAL OR WHITE EXCEPT FOR ANY TIMBER BLIND WHICH SHALL BE CLEAR FINISHED CEDAR, BLACK, CHARCOAL OR WHITE.
- 16) UNDERTAKE ADDITIONAL LANDSCAPE PLANTING OR WORKS OR ANY LANDSCAPE REMOVAL WORKS FOR ANY EXISTING APPROVED LANDSCAPE PLANTINGS OR WORKS ON A BURDENED LOT UNLESS THE PLANTING OR WORKS OR REMOVAL WORKS MAINTAINS THE APPEARANCE OF THE LANDSCAPE PLANS APPROVED BY MIRVAC VICTORIA PTY. LTD.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
1101438/16S

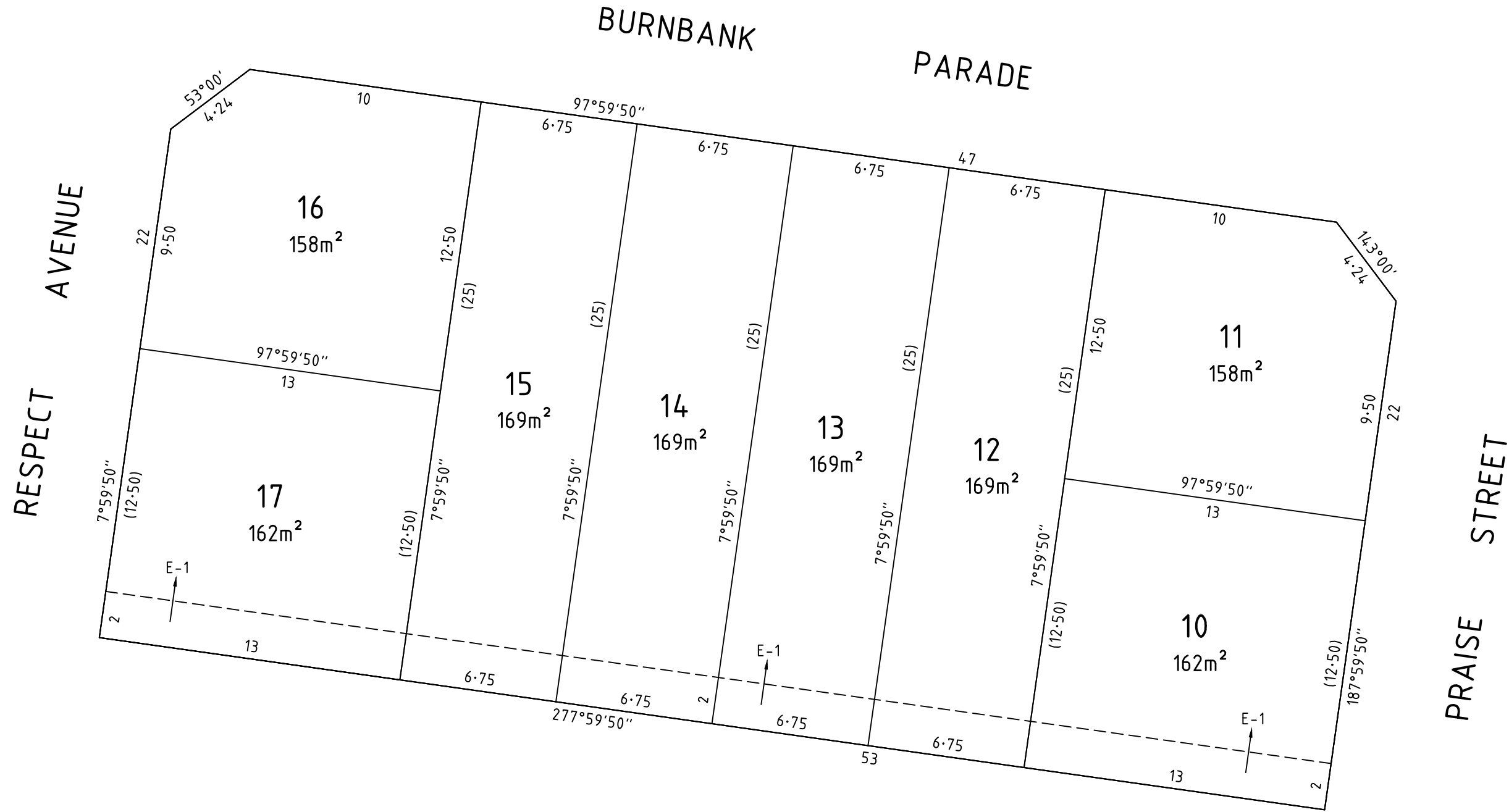
Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (1),
31/08/2023, SPEAR Ref: S218386C

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Casey City Council,
28/11/2023,
SPEAR Ref: S218386C

PLAN OF SUBDIVISION		EDITION 1	PS918999V	
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: — TITLE REFERENCE: VOL.12344 FOL.154 LAST PLAN REFERENCE: PS837144H (LOT G) POSTAL ADDRESS: 52S BURNBANK PARADE <small>(at time of subdivision)</small> CLYDE NORTH 3978 MGA CO-ORDINATES: E: 358 980 ZONE: 55 <small>(of approx centre of land in plan)</small> N: 5 781 550 GDA 94		Council Name: Casey City Council Council Reference Number: SubA00246/23 Planning Permit Reference: PlnA00824/19 SPEAR Reference Number: S218328J Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Michele Scarlett for Casey City Council on 28/11/2023 Statement of Compliance issued: 03/06/2024		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 9 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 10 TO 17 (BOTH INCLUSIVE) SEE SHEET 3.		
NOTATIONS		LOTS 1 TO 9 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 10 TO 17 (BOTH INCLUSIVE) SEE SHEET 3.		
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00824/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71				
Estate: Smiths Lane Phase No.: 10F No. of Lots: 8 PHASE AREA: 1316m ²				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LOTS ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS837144H	CITY OF CASEY
 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1101438/10F 1101438-10F-PS-V2.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (2), 31/08/2023, SPEAR Ref: S218328J		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3



CREATION OF RESTRICTION

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

LAND TO BE BURDENED: LOTS 10 TO 17 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 10 TO 17 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE, FENCE OR LANDSCAPING ON A BURDENED LOT UNLESS THE PLANS FOR SUCH A BUILDING, STRUCTURE, FENCE OR LANDSCAPING HAVE BEEN APPROVED IN WRITING BY MIRVAC VICTORIA PTY. LTD. PRIOR TO THE ISSUE OF A BUILDING PERMIT.
- 2) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 3) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.
- 4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE B" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME OR ALTERNATIVELY IS IN ACCORDANCE WITH ANY PLANNING PERMIT GRANTED BY THE CASEY CITY COUNCIL TO CONSTRUCT A BUILDING OR STRUCTURE ON A RELEVANT BURDENED LOT.
- 5) CONSTRUCT ANY DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING OR DWELLING INCORPORATES DUAL PLUMBING FOR THE USE OF RECYCLED WATER IN TOILET FLUSHING AND GARDEN WATERING SHOULD THE SAID SERVICE BECOME AVAILABLE.
- 6) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING ON A BURDENED LOT UNLESS IT INCORPORATES A SINGLE GARAGE THAT CAN COMFORTABLY ACCOMMODATE THE PARKING OF ONE STANDARD MOTOR VEHICLE.
- 7) UNDERTAKE ANY DEMOLITION OR REMOVAL OF ANY APPROVED BUILDING OR IMPROVEMENT (OR PART THEREOF) ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN APPROVAL FROM MIRVAC VICTORIA PTY. LTD. AND THE CASEY CITY COUNCIL.
- 8) UNDERTAKE CONSTRUCTION OR MAINTENANCE WORKS ON AN EXISTING APPROVED BUILDING ON A BURDENED LOT UNLESS THE CONSTRUCTION AND/OR MAINTENANCE WORKS MAINTAINS THE EXTERIOR APPEARANCE, MATERIALS AND COLOUR OF THE APPROVED EXISTING BUILDING.
- 9) ERECT OR AFFIX ANY ANTENNA, SATELLITE DISH, RADIO MAST, AIR CONDITIONING PLANT, HEATING PLANT OR EXTERNAL MOUNTED CONDUITS ON ANY PART OF A BURDENED LOT UNLESS THE ERECTED OR AFFIXED ITEM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 10) ERECT OR AFFIX ANY EXTERNAL SHUTTERS OR WINDOW AWNINGS ON A BUILDING OR DWELLING ON A BURDENED LOT UNLESS THE ERECTED OR AFFIXED EXTERNAL SHUTTER OR WINDOW AWNING IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 11) INSTALL OR AFFIX ANY WINDOW FILM TO A WINDOW OF THE BUILDING ON A BURDENED LOT UNLESS THE INSTALLED OR AFFIXED WINDOW FILM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 12) ERECT OR INSTALL ANY CLOTHES DRYING OR AIRING FACILITY ON A BURDENED LOT UNLESS THE ERECTED OR INSTALLED CLOTHES DRYING OR AIRING FACILITY IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 13) CONSTRUCT OR ERECT ANY SHED, PERGOLA, OR WATER TANK ON A BURDENED LOT UNLESS THE CONSTRUCTED OR ERECTED SHED, PERGOLA OR WATER TANK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 14) PARK OR STORE ANY CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ON A BURDENED LOT UNLESS THE CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
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 - A) THE WINDOW FURNISHING TYPE SHALL BE EITHER OF THE FOLLOWING:
 - (i) ROLLER BLIND
 - (ii) VENETIAN BLIND
 - (iii) ROMAN BLIND
 - (iv) CURTAINS
 - (v) VERTICAL BLIND
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- 16) UNDERTAKE ADDITIONAL LANDSCAPE PLANTING OR WORKS OR ANY LANDSCAPE REMOVAL WORKS FOR ANY EXISTING APPROVED LANDSCAPE PLANTINGS OR WORKS ON A BURDENED LOT UNLESS THE PLANTING OR WORKS OR REMOVAL WORKS MAINTAINS THE APPEARANCE OF THE LANDSCAPE PLANS APPROVED BY MIRVAC VICTORIA PTY. LTD.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF
1101438/10F

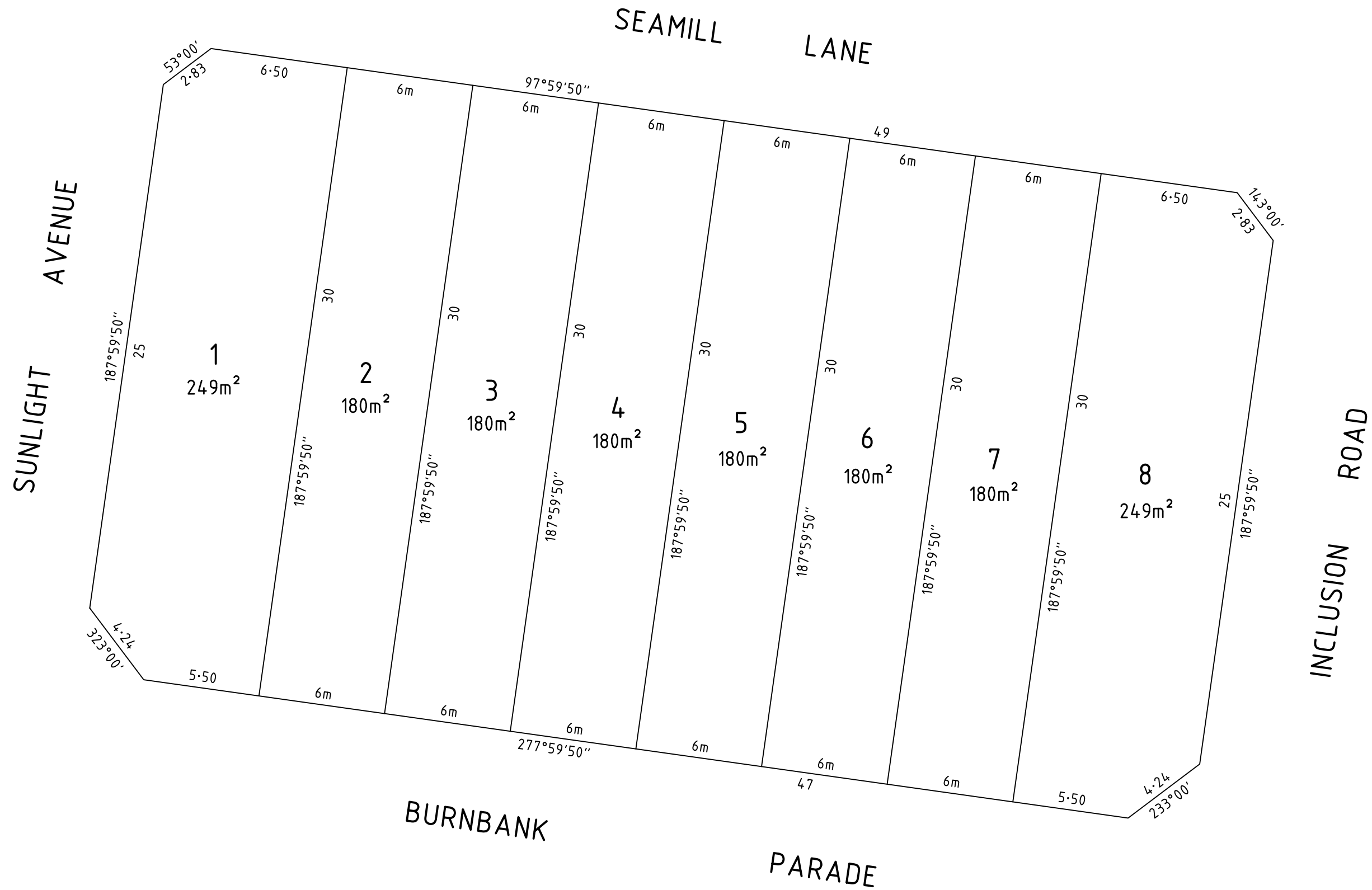
Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (2),
31/08/2023, SPEAR Ref: S218328J

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Casey City Council,
28/11/2023,
SPEAR Ref: S218328J

PLAN OF SUBDIVISION		EDITION 1	PS918992L	
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: — TITLE REFERENCE: VOL. 12344 FOL.153 LAST PLAN REFERENCE: PS837144H (LOT D) POSTAL ADDRESS: 15S SEAMILL LANE <small>(at time of subdivision)</small> CLYDE NORTH 3978 MGA CO-ORDINATES: E: 358 970 ZONE: 55 <small>(of approx centre of land in plan)</small> N: 5 781 610 GDA 94		Council Name: Casey City Council Council Reference Number: SubA00247/23 Planning Permit Reference: PlnA00824/19 SPEAR Reference Number: S218377E Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Michele Scarlett for Casey City Council on 28/11/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
<small>IDENTIFIER</small>	<small>COUNCIL/BODY/PERSON</small>	FOR RESTRICTIONS AFFECTING LOTS 1 TO 8 (BOTH INCLUSIVE) SEE SHEET 3.		
NOTATIONS		FOR RESTRICTIONS AFFECTING LOTS 1 TO 8 (BOTH INCLUSIVE) SEE SHEET 3.		
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00824/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71				
Estate: Smiths Lane Phase No.: 10R No. of Lots: 8 PHASE AREA: 1577m ²		FOR RESTRICTIONS AFFECTING LOTS 1 TO 8 (BOTH INCLUSIVE) SEE SHEET 3.		
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LOTS ON THIS PLAN.				
<small>Easement Reference</small>	<small>Purpose</small>	<small>Width (Metres)</small>	<small>Origin</small>	<small>Land Benefited/In Favour Of</small>
Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1101438/10R 1101438-10R-PS-V2.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (2), 31/08/2023, SPEAR Ref: S218377E		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3



CREATION OF RESTRICTION

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

LAND TO BE BURDENED: LOTS 1 TO 8 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 1 TO 8 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE, FENCE OR LANDSCAPING ON A BURDENED LOT UNLESS THE PLANS FOR SUCH A BUILDING, STRUCTURE, FENCE OR LANDSCAPING HAVE BEEN APPROVED IN WRITING BY MIRVAC VICTORIA PTY. LTD. PRIOR TO THE ISSUE OF A BUILDING PERMIT.
- 2) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 3) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.
- 4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE B" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME OR ALTERNATIVELY IS IN ACCORDANCE WITH ANY PLANNING PERMIT GRANTED BY THE CASEY CITY COUNCIL TO CONSTRUCT A BUILDING OR STRUCTURE ON A RELEVANT BURDENED LOT.
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- 6) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING ON A BURDENED LOT UNLESS IT INCORPORATES A DOUBLE GARAGE THAT CAN COMFORTABLY ACCOMMODATE THE PARKING OF TWO STANDARD MOTOR VEHICLES.
- 7) UNDERTAKE ANY DEMOLITION OR REMOVAL OF ANY APPROVED BUILDING OR IMPROVEMENT (OR PART THEREOF) ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN APPROVAL FROM MIRVAC VICTORIA PTY. LTD. AND THE CASEY CITY COUNCIL.
- 8) UNDERTAKE CONSTRUCTION OR MAINTENANCE WORKS ON AN EXISTING APPROVED BUILDING ON A BURDENED LOT UNLESS THE CONSTRUCTION AND/OR MAINTENANCE WORKS MAINTAINS THE EXTERIOR APPEARANCE, MATERIALS AND COLOUR OF THE APPROVED EXISTING BUILDING.
- 9) ERECT OR AFFIX ANY ANTENNA, SATELLITE DISH, RADIO MAST, AIR CONDITIONING PLANT, HEATING PLANT OR EXTERNAL MOUNTED CONDUITS ON ANY PART OF A BURDENED LOT UNLESS THE ERECTED OR AFFIXED ITEM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
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- 12) ERECT OR INSTALL ANY CLOTHES DRYING OR AIRING FACILITY ON A BURDENED LOT UNLESS THE ERECTED OR INSTALLED CLOTHES DRYING OR AIRING FACILITY IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
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- 14) PARK OR STORE ANY CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ON A BURDENED LOT UNLESS THE CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
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 - A) THE WINDOW FURNISHING TYPE SHALL BE EITHER OF THE FOLLOWING:
 - (i) ROLLER BLIND
 - (ii) VENETIAN BLIND
 - (iii) ROMAN BLIND
 - (iv) CURTAINS
 - (v) VERTICAL BLIND
 - (vi) TIMBER VENETIAN
 - (viii) TIMBER PLANTATION SHUTTER
 - B) THE EXTERNAL FACE OF ALL WINDOW FURNISHINGS SHALL BE BLACK, CHARCOAL OR WHITE EXCEPT FOR ANY TIMBER BLIND WHICH SHALL BE CLEAR FINISHED CEDAR, BLACK, CHARCOAL OR WHITE.
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EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
1101438/10R

Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (2),
31/08/2023, SPEAR Ref: S218377E

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Casey City Council,
28/11/2023,
SPEAR Ref: S218377E

PLAN OF SUBDIVISION		EDITION 1	PS839560G	
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: PART OF CROWN SECTION 74 (KNOWN AS CARDINIA CREEK PRE-EMPTIVE RIGHT) CROWN ALLOTMENT: — TITLE REFERENCE: VOL. 12305 FOL. 592 LAST PLAN REFERENCE: PS833962S (LOT K) POSTAL ADDRESS: 15S CROPPING STREET (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 358 480 ZONE: 55 (of approx centre of land in plan) N: 5 781 430 GDA 94		Council Name: Casey City Council Council Reference Number: SubA00101/20 Planning Permit Reference: Pla00038/19 SPEAR Reference Number: S154961S Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 08/08/2022 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Michele Scarlett for Casey City Council on 27/09/2023 Statement of Compliance issued: 16/10/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 469 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 470 TO 490 (BOTH INCLUSIVE) SEE SHEET 4.		
ROAD R1	CASEY CITY COUNCIL			
NOTATIONS		LOTS 1 TO 469 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 470 TO 490 (BOTH INCLUSIVE) SEE SHEET 4.		
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00038/19 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 68, 77 & 176 In Proclaimed Survey Area No. 71				
Estate: Smiths Lane Phase No.: 4A No. of Lots: 21 PHASE AREA: 4877m ²				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LOTS ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1101438/4A 1101438-04A-PS-V8.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (8), 13/09/2023, SPEAR Ref: S154961S	ORIGINAL SHEET SIZE: A3 	SHEET 1 OF 4

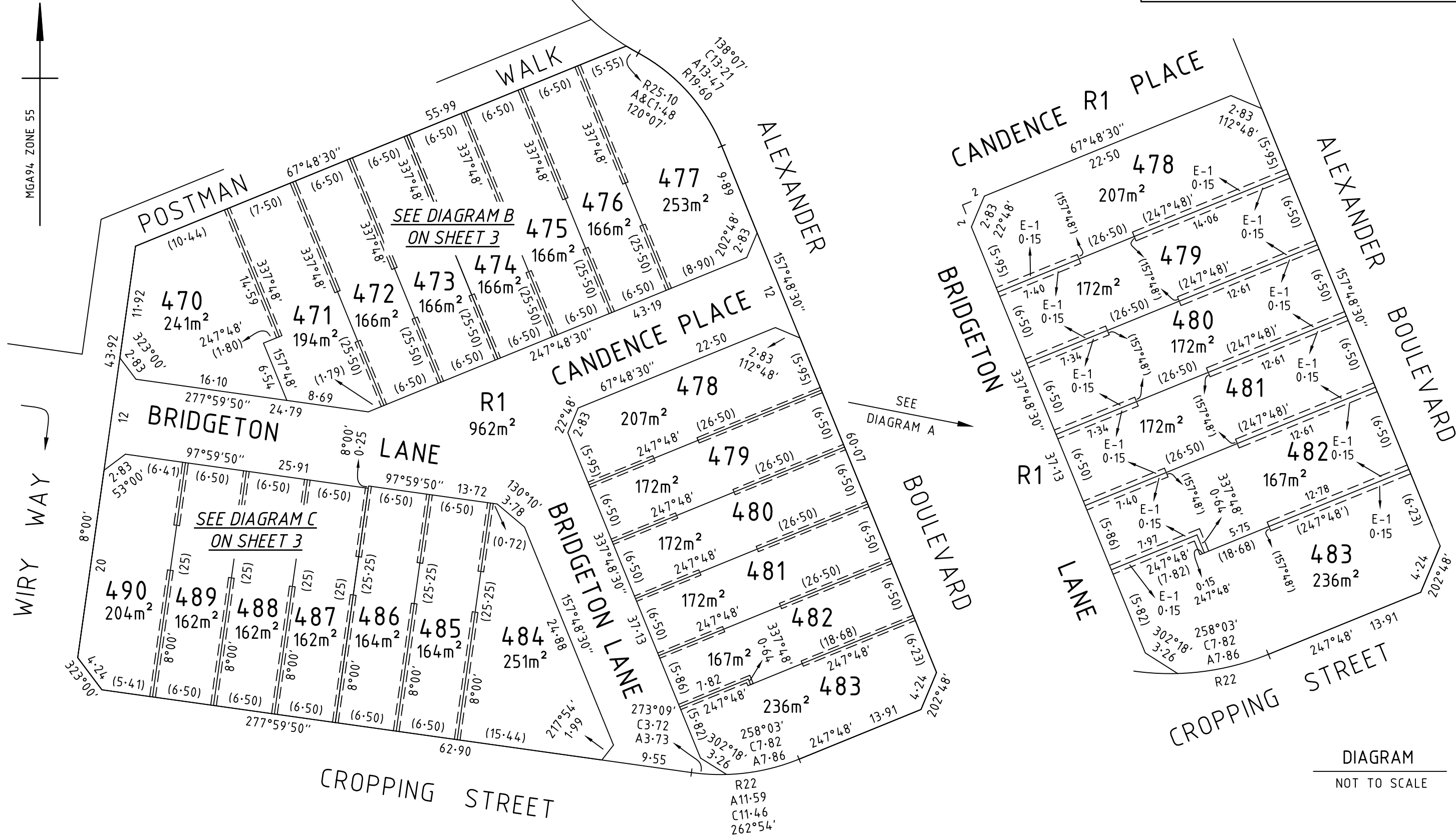


DIAGRAM
NOT TO SCALE

BW Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

SURVEYORS REFERENCE	SCALE
1101438/4A	1 : 400
	4 0 4 8 12 16 LENGTHS ARE IN METRES
	Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (8), 13/09/2023, SPEAR Ref: S154961S

ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Casey City Council, 27/09/2023, SPEAR Ref: S154961S	

MGA94 ZONE 55

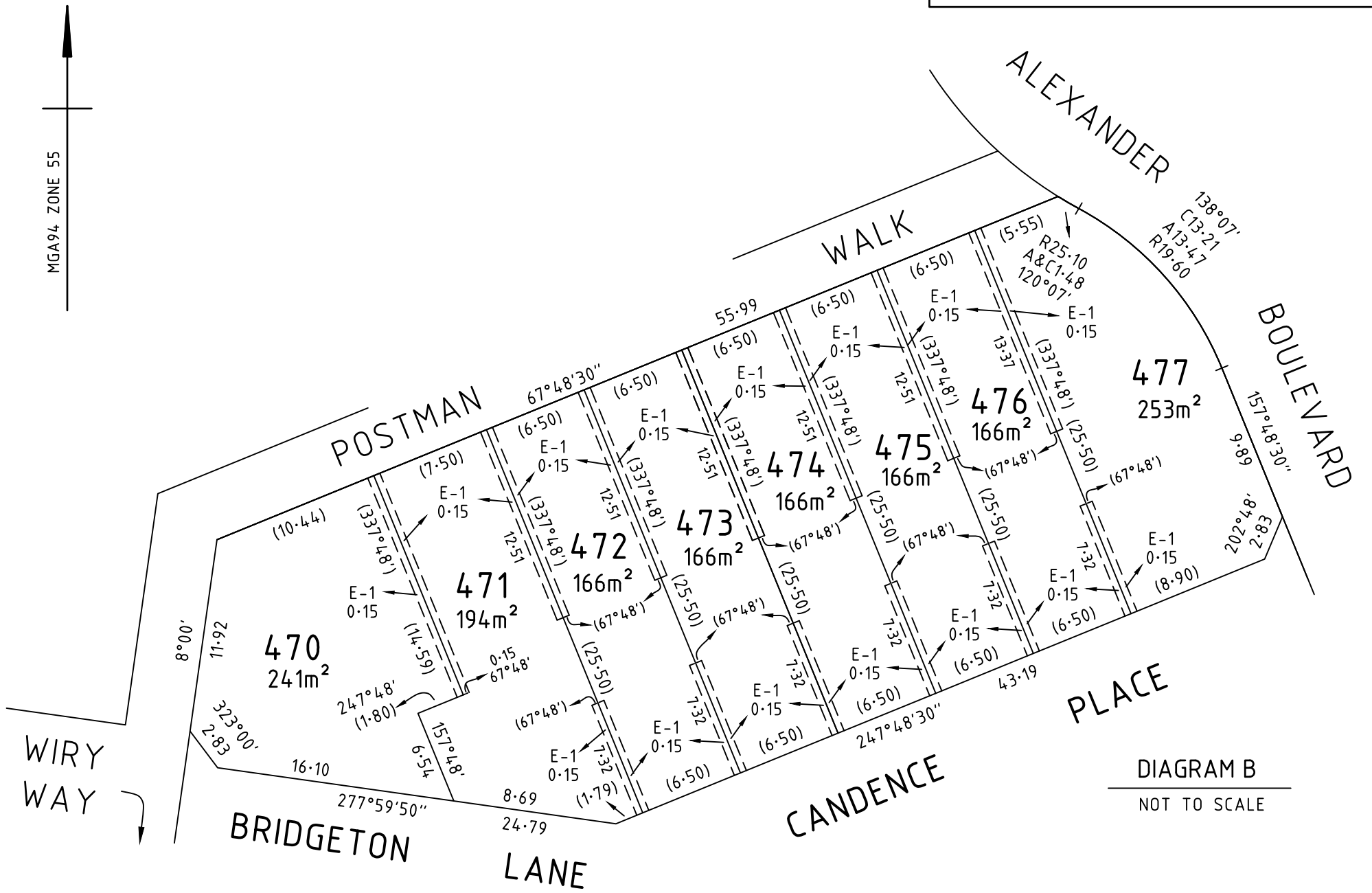


DIAGRAM B
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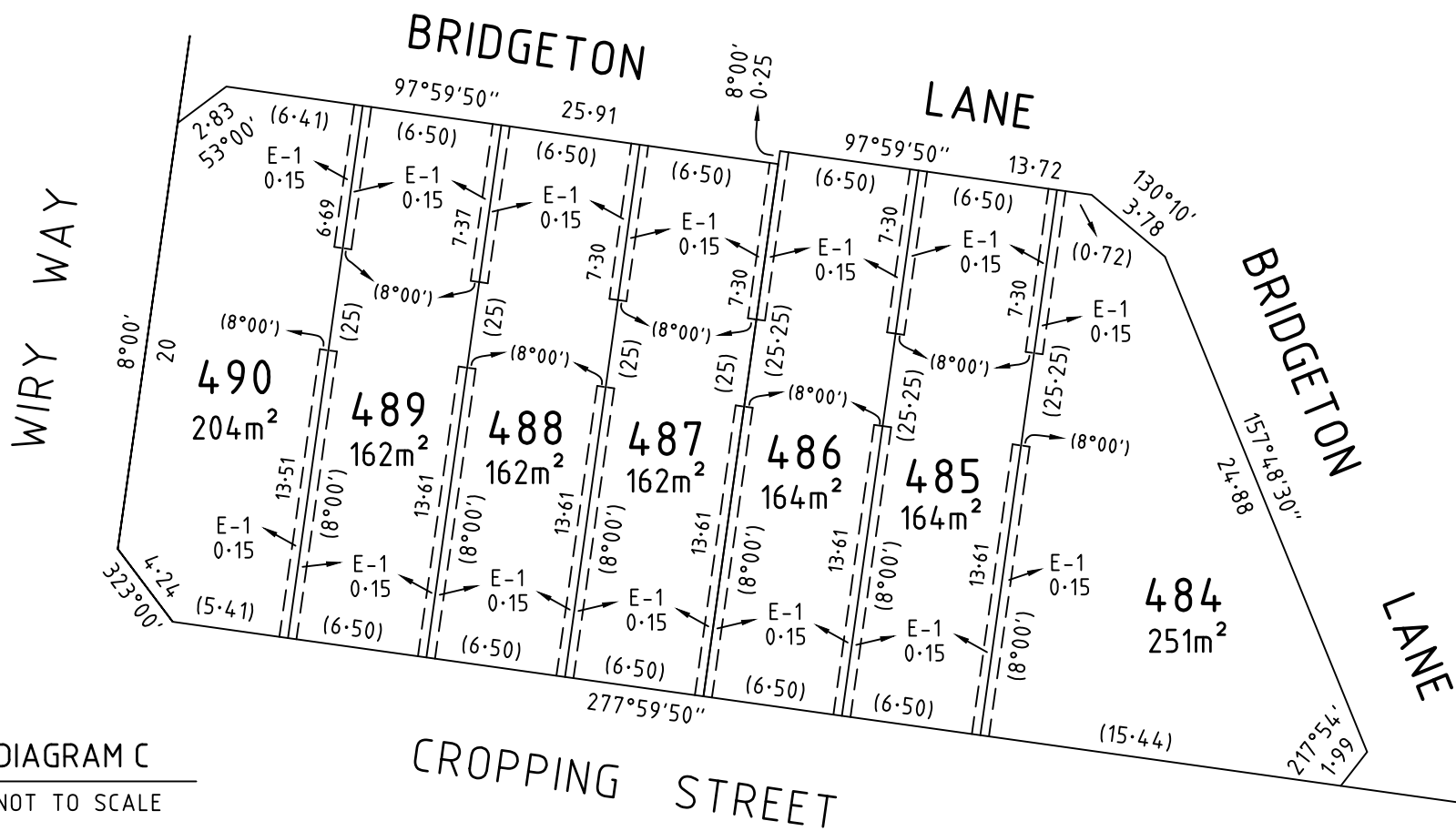


DIAGRAM C
NOT TO SCALE



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Surveyor's Plan Version (8),
13/09/2023, SPEAR Ref: S154961S

NOT TO SCALE

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Casey City Council,
27/09/2023,
SPEAR Ref: S154961S

CREATION OF RESTRICTION

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

LAND TO BE BURDENED: LOTS 470 TO 490 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 470 TO 490 (BOTH INCLUSIVE)

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING, STRUCTURE, FENCE OR LANDSCAPING ON A BURDENED LOT UNLESS THE PLANS FOR SUCH A BUILDING, STRUCTURE, FENCE OR LANDSCAPING HAVE BEEN APPROVED IN WRITING BY MIRVAC VICTORIA PTY. LTD. PRIOR TO THE ISSUE OF A BUILDING PERMIT.
- 2) CONSOLIDATE OR SEEK TO CONSOLIDATE ANY BURDENED LOT WITH ANOTHER LOT OR PART OF A LOT.
- 3) SUBDIVIDE OR SEEK TO SUBDIVIDE ANY BURDENED LOT.
- 4) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE B" LOT UNDER THE SMALL LOT HOUSING CODE PURSUANT TO CLAUSE 72.04 OF THE CASEY PLANNING SCHEME OR ALTERNATIVELY IS IN ACCORDANCE WITH ANY PLANNING PERMIT GRANTED BY THE CASEY CITY COUNCIL TO CONSTRUCT A BUILDING OR STRUCTURE ON A RELEVANT BURDENED LOT.
- 5) CONSTRUCT ANY DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING OR DWELLING INCORPORATES DUAL PLUMBING FOR THE USE OF RECYCLED WATER IN TOILET FLUSHING AND GARDEN WATERING SHOULD THE SAID SERVICE BECOME AVAILABLE.
- 6) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING ON A BURDENED LOT UNLESS IT INCORPORATES A DOUBLE GARAGE THAT CAN COMFORTABLY ACCOMMODATE THE PARKING OF TWO STANDARD MOTOR VEHICLES.
- 7) UNDERTAKE ANY DEMOLITION OR REMOVAL OF ANY APPROVED BUILDING OR IMPROVEMENT (OR PART THEREOF) ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN APPROVAL FROM MIRVAC VICTORIA PTY. LTD. AND THE CASEY CITY COUNCIL.
- 8) UNDERTAKE CONSTRUCTION OR MAINTENANCE WORKS ON AN EXISTING APPROVED BUILDING ON A BURDENED LOT UNLESS THE CONSTRUCTION AND/OR MAINTENANCE WORKS MAINTAINS THE EXTERIOR APPEARANCE, MATERIALS AND COLOUR OF THE APPROVED EXISTING BUILDING.
- 9) ERECT OR AFFIX ANY ANTENNA, SATELLITE DISH, RADIO MAST, AIR CONDITIONING PLANT, HEATING PLANT OR EXTERNAL MOUNTED CONDUITS ON ANY PART OF A BURDENED LOT UNLESS THE ERECTED OR AFFIXED ITEM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 10) ERECT OR AFFIX ANY EXTERNAL SHUTTERS OR WINDOW AWNINGS ON A BUILDING OR DWELLING ON A BURDENED LOT UNLESS THE ERECTED OR AFFIXED EXTERNAL SHUTTER OR WINDOW AWNING IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 11) INSTALL OR AFFIX ANY WINDOW FILM TO A WINDOW OF THE BUILDING ON A BURDENED LOT UNLESS THE INSTALLED OR AFFIXED WINDOW FILM IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 12) ERECT OR INSTALL ANY CLOTHES DRYING OR AIRING FACILITY ON A BURDENED LOT UNLESS THE ERECTED OR INSTALLED CLOTHES DRYING OR AIRING FACILITY IS NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 13) CONSTRUCT OR ERECT ANY SHED, PERGOLA, OR WATER TANK ON A BURDENED LOT UNLESS THE CONSTRUCTED OR ERECTED SHED, PERGOLA OR WATER TANK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 14) PARK OR STORE ANY CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ON A BURDENED LOT UNLESS THE CARAVAN, TRAILER, BOAT, PLANT, MACHINERY OR TRUCK ARE NOT VISIBLE FROM THE STREET OR ANY OTHER PUBLIC SPACES.
- 15) INSTALL OR AFFIX ANY WINDOW FURNISHINGS TO A WINDOW OF A BUILDING OR DWELLING ON A BURDENED LOT UNLESS THE WINDOW FURNISHINGS ARE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A) THE WINDOW FURNISHING TYPE SHALL BE EITHER OF THE FOLLOWING:
 - (i) ROLLER BLIND
 - (ii) VENETIAN BLIND
 - (iii) ROMAN BLIND
 - (iv) CURTAINS
 - (v) VERTICAL BLIND
 - (vi) TIMBER VENETIAN
 - (viii) TIMBER PLANTATION SHUTTER
 - B) THE EXTERNAL FACE OF ALL WINDOW FURNISHINGS SHALL BE BLACK, CHARCOAL OR WHITE EXCEPT FOR ANY TIMBER BLIND WHICH SHALL BE CLEAR FINISHED CEDAR, BLACK, CHARCOAL OR WHITE.
- 16) UNDERTAKE ADDITIONAL LANDSCAPE PLANTING OR WORKS OR ANY LANDSCAPE REMOVAL WORKS FOR ANY EXISTING APPROVED LANDSCAPE PLANTINGS OR WORKS ON A BURDENED LOT UNLESS THE PLANTING OR WORKS OR REMOVAL WORKS MAINTAINS THE APPEARANCE OF THE LANDSCAPE PLANS APPROVED BY MIRVAC VICTORIA PTY. LTD.

EXPIRY DATE

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT TEN (10) YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams

development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
1101438/4A

Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (8),
13/09/2023, SPEAR Ref: S154961S

ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by:
Casey City Council,
27/09/2023,
SPEAR Ref: S154961S

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DEALING SEARCH Land Use Victoria

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DEALING AT390548G NOTICE

DEALING STATUS Registered DATE: 02/07/2020 IMAGED

Controlling Party MELBOURNE STRATEGIC ASSESSMENT

Further Details

DATE LODGED 01/07/2020

FIRST IN CASE AT390548G

AFFECTED FOLIOS

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12224/364	NONE
12224/386	NONE
12224/387	NONE
12224/389	NONE
12224/395	NONE
12224/403	NONE
12224/743	NONE
12224/751	NONE
12224/763	NONE
12224/780	NONE
12224/781	NONE
12228/908	NONE

STATEMENT END

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
139/601	4594/635	8162/673	8541/356	8739/787	8842/134	8900/292
267/330	4658/415	8204/400	8541/357	8739/788	8842/135	8900/293
267/340	4787/225	8210/486	8547/501	8739/789	8842/136	8900/294
451/167	4953/483	8215/864	8547/977	8739/792	8842/137	8900/295
489/649	4964/677	8218/032	8547/978	8739/793	8850/019	8900/296
638/571	5350/889	8231/931	8547/980	8739/794	8857/981	8900/297
647/382	5507/303	8269/013	8547/981	8739/795	8865/396	8900/298
824/704	5600/900	8294/813	8569/350	8739/796	8869/771	8900/299
1031/051	5804/612	8309/576	8576/382	8739/797	8869/772	8900/300
1178/419	5910/840	8310/126	8576/384	8742/589	8869/773	8900/301
1226/165	5990/959	8310/127	8581/146	8742/590	8874/217	8900/302
1233/491	6015/996	8321/655	8592/852	8742/591	8877/852	8900/303
1251/127	6020/949	8349/370	8592/853	8742/592	8877/853	8900/304
1264/604	6043/546	8368/998	8592/876	8742/593	8888/081	8900/305
1505/901	6122/329	8378/211	8592/884	8742/594	8889/985	8900/306
1978/595	6135/000	8378/214	8592/885	8742/595	8894/157	8900/307
2041/108	6160/901	8378/215	8600/690	8742/596	8894/158	8900/308
2090/953	6168/483	8378/216	8603/842	8747/084	8894/694	8900/309
2220/934	6195/943	8378/217	8610/993	8747/085	8894/695	8900/310
2534/731	6229/723	8378/218	8611/461	8747/086	8894/696	8900/311
2534/732	6244/608	8378/219	8622/411	8752/088	8894/697	8900/312
2759/636	6298/444	8378/220	8622/412	8755/679	8894/698	8900/313
2770/963	6330/985	8378/221	8622/988	8755/751	8894/701	8900/314
2862/217	6437/282	8378/222	8622/989	8755/752	8894/702	8900/315
2946/200	6565/988	8378/223	8622/990	8755/777	8894/703	8900/316
3099/656	6581/174	8378/226	8624/292	8755/778	8898/105	8900/317
3099/675	6647/398	8379/883	8624/293	8758/355	8900/259	8900/318
3132/225	6765/868	8379/885	8624/296	8766/992	8900/261	8903/211
3188/558	6765/869	8383/697	8624/297	8772/323	8900/262	8907/122
3352/400	6765/870	8389/202	8634/128	8790/501	8900/263	8907/619
3481/102	6911/045	8403/987	8646/467	8806/545	8900/264	8908/714
3487/224	6993/407	8411/050	8677/020	8807/338	8900/265	8908/715
3509/629	7186/016	8412/208	8678/242	8807/339	8900/266	8908/716
3619/739	7194/648	8421/635	8683/243	8807/340	8900/267	8909/407
3674/635	7275/803	8427/825	8683/252	8812/559	8900/268	8909/685
3702/397	7277/277	8435/031	8692/737	8816/670	8900/269	8919/214
3724/752	7505/065	8435/502	8693/511	8816/671	8900/270	8919/215
3879/632	7532/137	8457/262	8693/513	8816/672	8900/271	8922/593
3915/946	7649/107	8459/277	8693/514	8819/811	8900/272	8923/838
3919/701	7656/039	8475/919	8696/244	8819/812	8900/273	8923/839
3920/919	7659/121	8480/663	8698/895	8819/813	8900/274	8923/840
3948/518	7662/117	8486/685	8708/229	8819/814	8900/276	8923/841
3953/529	7785/042	8492/903	8708/464	8819/815	8900/277	8924/425
4012/379	8041/132	8492/904	8708/779	8820/924	8900/279	8930/457
4019/684	8041/399	8492/906	8709/198	8836/829	8900/280	8938/771
4019/685	8041/400	8502/405	8715/897	8836/830	8900/282	8942/740
4024/650	8066/282	8502/406	8732/244	8836/831	8900/283	8942/741
4129/609	8092/571	8510/185	8733/402	8838/412	8900/284	8950/971
4242/224	8096/369	8510/303	8733/403	8842/127	8900/285	8953/965
4252/349	8106/720	8510/304	8738/528	8842/128	8900/286	8954/141
4377/374	8106/721	8521/038	8739/591	8842/129	8900/287	8954/142
4382/319	8129/406	8532/426	8739/592	8842/130	8900/288	8954/143
4392/391	8141/370	8536/860	8739/593	8842/131	8900/289	8954/144
4477/215	8149/589	8536/861	8739/594	8842/132	8900/290	8954/145
4557/371	8162/010	8536/862	8739/786	8842/133	8900/291	8954/146

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
8954/147	9005/336	9109/390	9225/930	9375/943	9443/122	9501/212
8954/148	9007/431	9109/391	9227/202	9375/947	9443/123	9501/252
8954/149	9010/204	9109/392	9227/203	9375/948	9443/124	9501/253
8954/151	9019/365	9109/393	9227/630	9375/951	9443/125	9501/255
8954/152	9022/268	9109/394	9227/631	9381/442	9443/126	9503/048
8954/153	9026/900	9109/395	9227/632	9389/077	9443/127	9504/968
8954/154	9042/583	9109/396	9231/277	9391/274	9443/128	9508/441
8954/155	9045/320	9109/397	9231/540	9396/903	9443/129	9509/863
8954/156	9045/942	9109/398	9231/982	9396/904	9443/131	9509/864
8954/157	9047/883	9109/399	9242/592	9399/506	9443/132	9516/669
8954/158	9052/355	9109/400	9254/011	9399/609	9443/133	9522/663
8954/159	9052/576	9109/401	9255/485	9399/692	9443/134	9522/664
8954/160	9070/221	9109/402	9256/159	9402/918	9443/135	9523/453
8954/161	9070/222	9109/403	9256/160	9405/500	9443/136	9523/503
8954/162	9070/223	9109/404	9268/683	9413/116	9443/137	9523/631
8954/163	9070/225	9109/405	9286/465	9413/117	9443/138	9535/088
8954/164	9070/226	9109/406	9286/466	9413/118	9443/139	9541/064
8954/165	9070/705	9109/407	9290/653	9415/811	9443/140	9541/065
8954/166	9070/706	9109/408	9297/658	9418/765	9443/149	9541/066
8954/167	9070/707	9109/409	9297/966	9425/584	9443/891	9541/067
8954/168	9070/708	9109/410	9304/796	9426/840	9443/892	9541/068
8954/169	9070/709	9109/411	9304/797	9426/841	9443/893	9545/891
8954/170	9070/710	9114/376	9304/798	9426/842	9443/894	9545/892
8954/171	9070/711	9114/377	9304/799	9426/843	9443/895	9551/105
8954/172	9070/712	9116/690	9304/800	9427/544	9449/203	9551/528
8954/174	9070/714	9116/691	9304/801	9427/545	9449/296	9551/550
8954/175	9070/715	9116/692	9304/802	9427/546	9449/754	9557/785
8954/176	9070/716	9116/693	9310/308	9427/547	9450/276	9562/454
8964/441	9070/717	9121/387	9312/072	9427/548	9450/277	9562/576
8965/616	9070/718	9127/837	9313/324	9427/549	9450/644	9562/578
8966/832	9070/719	9127/838	9316/884	9427/550	9450/645	9562/579
8968/228	9070/721	9127/839	9317/330	9427/551	9455/030	9567/415
8968/229	9070/722	9127/840	9317/333	9427/552	9455/031	9567/620
8972/099	9070/723	9128/176	9320/879	9427/553	9455/673	9567/621
8973/033	9072/040	9129/521	9325/244	9428/262	9460/163	9567/622
8973/034	9072/041	9131/866	9330/229	9431/900	9461/294	9570/889
8975/169	9075/435	9132/749	9330/230	9431/902	9465/003	9580/507
8975/839	9075/436	9132/777	9330/231	9433/597	9472/269	9597/854
8975/840	9075/462	9135/164	9330/233	9436/966	9474/075	9597/855
8975/877	9075/463	9153/820	9330/234	9436/967	9474/640	9599/616
8993/430	9075/464	9153/821	9332/088	9436/968	9476/274	9601/885
8994/128	9075/465	9157/636	9332/811	9437/677	9478/666	9606/826
8994/129	9075/466	9157/637	9341/958	9437/678	9478/667	9611/723
8994/130	9075/467	9157/638	9341/959	9437/679	9482/981	9621/312
8994/131	9075/468	9157/639	9341/960	9437/680	9484/167	9622/084
8995/457	9075/469	9157/835	9341/962	9437/681	9485/593	9622/085
9001/452	9080/872	9166/830	9347/470	9437/682	9485/594	9623/604
9001/453	9085/531	9166/837	9352/804	9437/683	9491/527	9623/605
9001/454	9099/906	9169/393	9361/565	9441/160	9495/269	9623/606
9001/455	9101/032	9169/394	9361/566	9442/494	9498/310	9623/607
9001/456	9102/501	9181/445	9366/602	9443/117	9500/229	9623/608
9001/457	9102/502	9181/446	9371/922	9443/118	9500/951	9623/609
9001/458	9108/040	9208/354	9375/940	9443/119	9500/952	9623/610
9001/459	9109/388	9210/643	9375/941	9443/120	9500/953	9623/611
9002/160	9109/389	9210/921	9375/942	9443/121	9501/211	9623/612

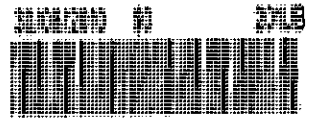
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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
9623/613	9673/428	9728/543	9829/356	9970/948	10075/222	10204/122
9623/614	9674/805	9728/544	9829/357	9970/951	10079/554	10204/123
9623/615	9675/726	9728/545	9829/358	9970/952	10079/690	10204/124
9623/616	9677/740	9728/546	9830/401	9970/953	10083/993	10215/726
9623/617	9679/029	9728/547	9830/402	9970/954	10086/279	10216/287
9623/619	9679/033	9728/548	9830/403	9972/230	10086/280	10216/288
9626/019	9679/311	9740/398	9830/404	9972/231	10090/359	10224/123
9626/020	9684/869	9742/415	9832/647	9972/232	10090/360	10240/186
9626/953	9687/142	9746/039	9840/914	9972/233	10090/361	10240/187
9626/955	9687/143	9748/454	9840/915	9972/234	10090/362	10240/188
9626/956	9687/144	9748/556	9849/394	9972/235	10090/363	10240/535
9626/957	9687/145	9748/557	9849/395	9972/236	10090/364	10246/337
9630/212	9688/099	9748/558	9861/497	9972/237	10090/365	10246/575
9630/984	9688/101	9750/863	9865/261	9972/238	10091/035	10250/581
9630/990	9688/102	9759/775	9874/890	9987/218	10091/036	10252/421
9630/992	9688/103	9759/776	9882/117	9987/219	10091/277	10252/422
9630/994	9688/104	9759/778	9885/340	9987/220	10092/073	10252/423
9633/191	9688/105	9759/779	9885/341	9987/221	10092/778	10252/424
9633/192	9688/106	9759/780	9885/342	9987/222	10092/780	10252/425
9633/683	9688/107	9760/269	9905/357	9987/223	10096/166	10252/427
9634/398	9691/598	9764/099	9905/358	9987/224	10098/928	10252/428
9634/399	9692/231	9764/100	9905/359	9987/225	10099/872	10252/429
9634/400	9693/576	9764/101	9910/749	9997/135	10100/202	10254/071
9638/744	9694/005	9765/602	9918/721	10003/280	10105/316	10262/461
9644/523	9694/335	9765/603	9918/722	10003/281	10105/927	10262/462
9649/080	9695/440	9766/531	9923/709	10014/256	10105/928	10266/617
9649/081	9696/624	9766/532	9923/710	10014/257	10106/700	10266/618
9649/082	9702/390	9767/467	9923/711	10027/604	10109/025	10266/741
9649/083	9705/352	9768/570	9923/712	10027/605	10109/636	10266/742
9650/368	9707/102	9768/571	9947/123	10027/606	10109/637	10266/743
9650/372	9708/147	9769/942	9947/617	10028/646	10112/478	10266/744
9650/990	9709/028	9770/105	9947/618	10028/647	10112/479	10268/651
9650/991	9709/029	9770/106	9947/619	10032/880	10112/670	10268/652
9651/522	9712/250	9770/107	9948/964	10032/881	10112/671	10268/653
9651/523	9713/988	9774/204	9948/965	10036/124	10112/672	10268/654
9651/524	9714/155	9775/458	9950/364	10037/611	10112/673	10277/878
9651/525	9714/156	9792/813	9951/490	10041/276	10112/674	10285/602
9651/526	9720/177	9793/360	9952/991	10041/277	10115/393	10285/603
9651/527	9724/873	9793/942	9957/021	10041/371	10120/421	10290/323
9651/528	9724/874	9793/943	9957/022	10042/477	10129/463	10290/892
9658/130	9724/875	9795/892	9957/039	10042/478	10130/052	10301/438
9658/132	9724/876	9800/718	9957/043	10044/151	10130/069	10303/154
9659/213	9724/877	9800/719	9957/044	10048/733	10131/615	10313/134
9660/062	9724/878	9806/588	9957/078	10050/965	10153/600	10313/135
9662/160	9724/879	9806/589	9960/867	10053/295	10153/601	10313/734
9665/565	9724/880	9811/874	9965/837	10053/790	10153/602	10315/519
9666/175	9724/881	9814/220	9965/838	10053/791	10154/036	10316/140
9666/176	9726/419	9820/889	9965/839	10060/124	10156/380	10316/288
9666/183	9726/420	9821/870	9965/840	10062/529	10156/381	10316/289
9666/184	9728/023	9823/135	9965/841	10062/530	10159/328	10316/290
9666/185	9728/024	9823/136	9970/942	10070/496	10162/885	10316/349
9666/186	9728/025	9823/137	9970/943	10073/293	10164/963	10316/350
9670/658	9728/537	9823/138	9970/944	10073/294	10175/560	10318/536
9671/129	9728/539	9824/685	9970/945	10073/295	10185/068	10318/537
9673/427	9728/541	9826/511	9970/946	10073/296	10190/317	10333/066

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
10333/067	10526/721	10658/192	10792/448	10946/870	11132/117
10334/568	10528/300	10662/498	10797/261	10946/871	11132/118
10335/655	10528/301	10662/905	10797/262	10946/872	11132/119
10335/711	10531/043	10664/424	10799/136	10946/873	11132/121
10335/712	10531/176	10685/975	10799/137	10946/874	11132/122
10344/121	10531/177	10685/976	10800/510	10946/875	11139/257
10344/122	10531/178	10686/142	10800/511	10946/876	11139/643
10344/123	10532/115	10686/732	10802/054	10948/003	11139/652
10344/124	10544/086	10686/733	10802/055	10948/004	11139/655
10344/125	10545/750	10688/266	10802/058	10959/268	11139/664
10344/126	10548/731	10688/267	10807/165	10975/323	11139/674
10344/127	10552/867	10688/269	10813/586	10976/085	11139/675
10346/494	10556/170	10688/270	10817/337	10988/204	11152/077
10353/886	10558/304	10693/364	10817/338	10988/545	11161/381
10354/999	10561/160	10693/365	10817/868	10995/844	11161/384
10355/000	10561/161	10694/988	10819/698	10995/845	11161/386
10355/953	10561/162	10694/989	10820/188	10995/846	11164/783
10369/869	10561/163	10700/037	10820/189	10996/773	11179/263
10369/870	10562/111	10700/038	10822/044	10996/774	11179/264
10369/871	10562/294	10701/532	10822/045	11005/306	11179/265
10374/689	10566/432	10703/118	10828/645	11005/307	11179/266
10377/057	10566/433	10703/119	10828/646	11005/737	11179/267
10377/058	10570/229	10705/178	10828/647	11006/657	11179/268
10377/059	10570/230	10708/397	10831/730	11009/588	11179/269
10377/060	10571/375	10708/398	10831/731	11009/589	11179/270
10389/470	10571/376	10709/167	10842/954	11010/176	11179/271
10390/602	10588/637	10716/689	10842/955	11016/854	11179/272
10390/930	10593/753	10717/931	10847/300	11016/855	11179/273
10390/931	10593/754	10717/932	10848/470	11021/249	11179/274
10394/754	10594/817	10722/615	10849/145	11027/399	11179/479
10396/229	10611/318	10722/616	10849/430	11033/541	11179/674
10396/230	10611/319	10725/166	10849/432	11040/580	11182/695
10397/864	10611/320	10725/167	10850/783	11041/327	11190/398
10397/865	10611/397	10731/389	10853/767	11041/824	11191/485
10397/866	10611/398	10737/775	10853/768	11054/168	11191/486
10397/867	10618/032	10737/776	10854/734	11054/169	11196/226
10413/619	10620/794	10743/426	10861/940	11054/490	11196/588
10418/076	10620/795	10743/427	10870/979	11084/517	11208/128
10422/004	10629/942	10756/924	10870/980	11084/832	11208/177
10438/885	10632/525	10756/925	10871/183	11084/833	11208/231
10442/555	10632/526	10757/518	10871/184	11084/970	11208/537
10444/858	10632/527	10758/481	10875/508	11087/928	11208/608
10453/741	10632/738	10758/482	10880/402	11088/975	11208/625
10458/789	10632/904	10760/451	10880/694	11088/976	11209/231
10460/912	10632/966	10763/699	10893/028	11098/492	9488/220A
10465/096	10641/468	10773/948	10893/029	11098/493	
10465/836	10641/469	10773/949	10899/206	11103/769	
10469/542	10641/531	10786/540	10899/207	11109/680	
10469/543	10645/136	10786/541	10910/444	11111/297	
10470/800	10646/764	10788/845	10910/445	11115/575	
10470/801	10653/831	10788/846	10915/748	11115/576	
10477/531	10653/832	10788/847	10915/940	11117/092	
10495/800	10655/572	10791/617	10915/941	11117/093	
10498/611	10655/573	10791/618	10939/871	11121/146	
10526/720	10655/732	10791/977	10946/869	11126/028	

Growth Areas Infrastructure Contribution (GAIC)

Certificate of Estimate

Certificate ID: 18991

Issue date: 03 June 2024

PART 1 – DETAILS OF APPLICANT

Maddocks
C/O Landata

PART 2 – LAND DETAILS

Land Address: 70S Smiths Lane
Clyde North 3978

Details of land:
Lot/Plan Lot Q / PS 915525L
Vol/Fol 12550 / 815
Municipality Casey
Land type: Type B1
Land area: 74.24 ha

PART 3 – GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Staged Payment Approval. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$8,674,782.21** (Including interest)

Note – this 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*.

Broderick
Revenue

Paul
Commissioner of State

Notes

General

- The GAIC is a contribution on certain land in the growth areas of metropolitan Melbourne (see details at www.sro.vic.gov.au).
- GAIC is calculated per hectare.
- 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 for substantive building works or a dutiable transaction relating to the land.

Certificate of Estimate

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 2022-23, the GAIC rate for type A land is \$103,260 per hectare. The rate for type B-1, B-2 and C land is \$122,660 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 GAIC information please contact the State Revenue Office

By Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost)
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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1036705

APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK (MAJOR ACCOUNTS) C/-
LANDATA
DOCKLANDS

VENDOR

MIRVAC VICTORIA PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

356744

This certificate is issued for:

LOT Q PLAN PS915525 ALSO KNOWN AS 70S SMITHS LANE CLYDE NORTH
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
- and a RURAL CONSERVATION ZONE
- and a URBAN GROWTH ZONE - SCHEDULE 12
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6
- and a LAND SUBJECT TO INUNDATION OVERLAY
- is included in a RURAL CONSERVATION ZONE - C221
- and a URBAN GROWTH ZONE - SCHEDULE 12 - C221
- is within a AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE
OVERLAY - C221
- and a PUBLIC ACQUISITION OVERLAY 4 - C221
- and a INCORPORATED PLAN OVERLAY - SCHEDULE 2 - C221
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6 - C221
- and abuts a PUBLIC ACQUISITION OVERLAY 4 - PAO4
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

03 June 2024

Sonya Kilkenny
Minister for Planning

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/C057281
Your Reference: 356744

Issue Date: 03 June 2024

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

Property Number:	181002
Property Address:	70S Smiths Lane CLYDE NORTH VIC 3978
Property Description:	Lot B PS 839562C
Land Area:	963300 sqm

Valuation Date	08/09/2023	Effective Date	01/10/2023
Site Value	\$101,400,000		
Capital Improved Value	\$101,400,000		
Net Annual Value	\$5,070,000		

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 2024

Rate Category		
Current Year's General Rates	163,225.60	
Reapportioned Rates/Receipts	45,814.26	
Current Year's Fire Service Levy	4,566.50	
Current Rates Year's Charges - SUB TOTAL		213,606.36
Payments received	-142,475.46	
Current Rates Year Adjust\Payments - SUB TOTAL		-142,475.46
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$71,130.90

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

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



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 15/02/2024.

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/C057281**.

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% until paid in full.

This account has been nominated for quarterly instalment payments. To avoid interest, payments for instalments are payable on or before due date.

Lot Q PS 915525L - 70S Smiths Lane Clyde North has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Lot Q PS 915525L - 70S Smiths Lane Clyde North has not been separately assessed and is subject to a supplementary rate and valuation.

Electronic Payments



Billers Code: **8995**
Ref: 01810021

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 (Major Accounts)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT Q GENERATION DRIVE CLYDE
NORTH 3978
Q PS 915525

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53G//13670/00059	LANDATA CER 73052882-025-4	03 JUNE 2024	46775182

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

(b) By South East Water

TOTAL UNPAID BALANCE \$0.00

- 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.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198

- 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.

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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

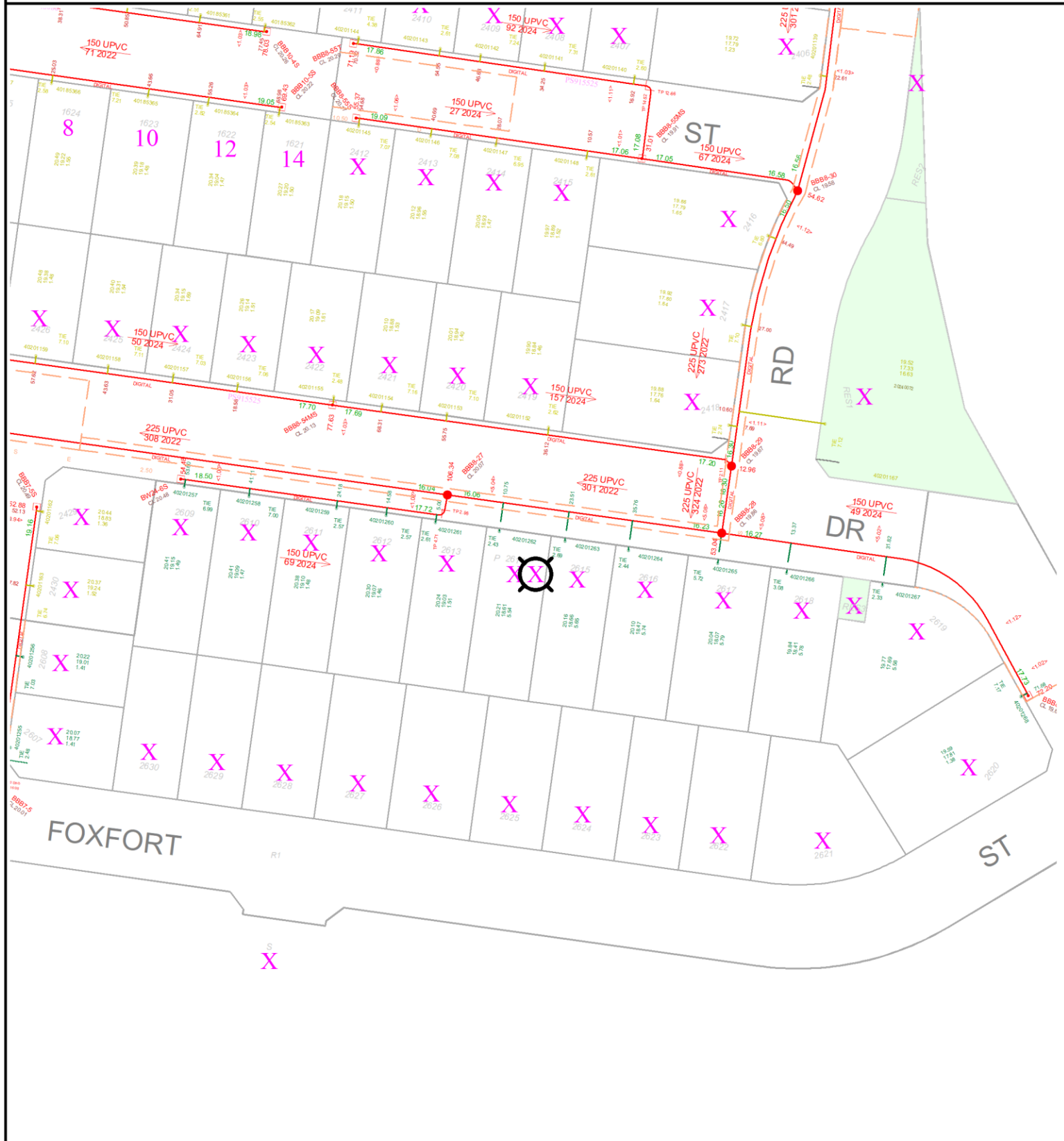
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 46775182



Date: 03JUNE2024



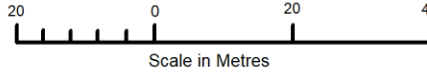
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

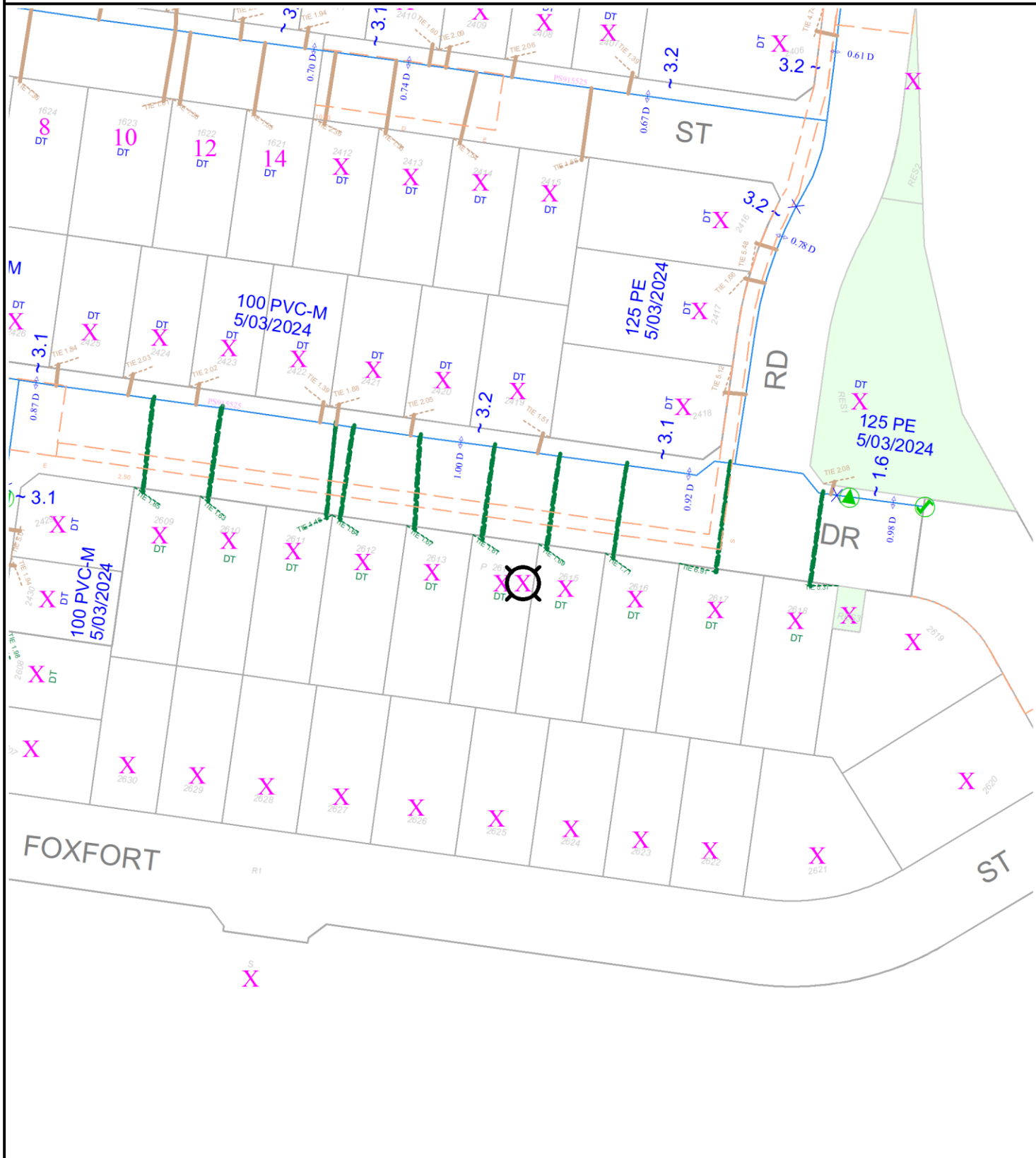


Property: Lot Q LOT Q GENERATION DRIVE CLYDE NORTH 3978

Case Number: 46775182



Date: 03JUNE2024

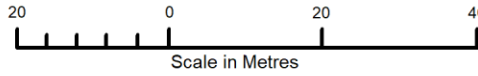


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

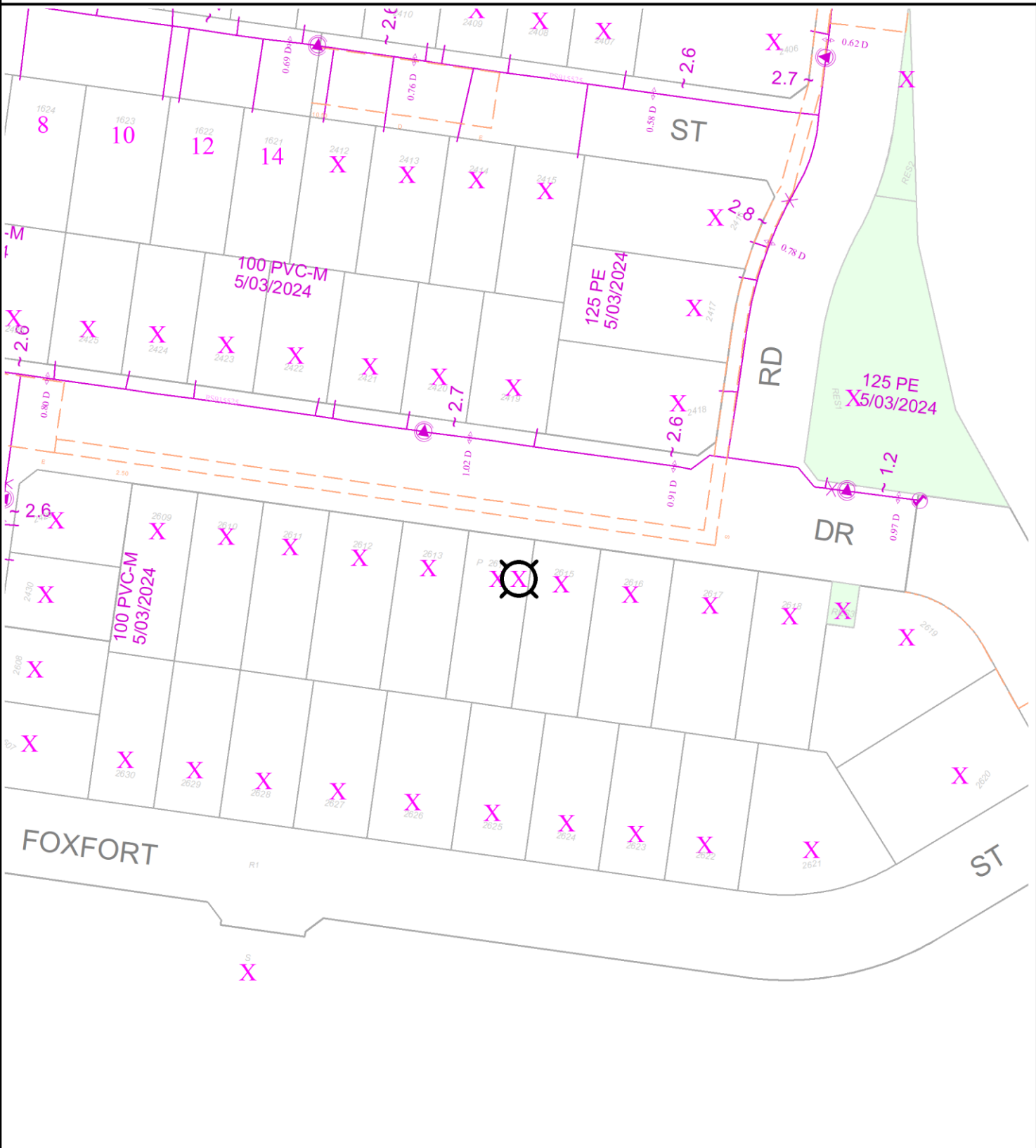
LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 46775182



Date: 03JUNE2024



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

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

Property Clearance Certificate

Land Tax



INFOTRACK / MADDOCKS

Your Reference: 9037980.113

Certificate No: 78267864

Issue Date: 04 JUN 2024

Enquiries: MXC15

Land Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: MIRVAC VICTORIA PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$79,283,751

SITE VALUE: \$79,283,751

CURRENT LAND TAX CHARGE: \$2,314,269.37

Notes to Certificate - Land Tax

Certificate No: 78267864

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,053,169.43

Taxable Value = \$79,283,751

Calculated as \$31,650 plus (\$79,283,751 - \$3,000,000) multiplied by 2.650 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 78267864

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: 78267864

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 78267864

Land Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48045371	Q	915525	12550	815	\$370,546.10

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS JULIE ANN KHALID	2021	\$26,222,141	\$570,912.77	\$0.00	\$370,546.10

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 48045371 \$370,546.10

Land Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48801531	Q	915525	12550	815	\$586,195.50

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS JULIE ANN KHALID	2022	\$55,410,897	\$1,374,796.32	\$0.00	\$586,195.50

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 48801531 \$586,195.50

Land Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50080507	Q	915525	12550	815	\$1,357,527.77

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SUPALAI AUSTRALIA HOLDINGS PTY L	2024	\$79,283,751	\$2,079,848.97	\$0.00	\$1,357,527.77

Comments: Land Tax of \$2,079,848.97 has been assessed for 2024, an amount of \$722,321.21 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 50080507 \$1,357,527.77

Total: \$2,314,269.37

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MADDOCKS

Your Reference: 9037980.113

Certificate No: 78267864

Issue Date: 04 JUN 2024

Land Address: 70S SMITHS LANE CLYDE NORTH VIC 3978

Lot	Plan	Volume	Folio
Q	915525	12550	815

Vendor: MIRVAC VICTORIA PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 78267864

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 78267861</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 78267861</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
--	--	--

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**PROPERTY INFORMATION REQUEST****BUILDING SURVEYING SERVICES**

Building Regulations 2018– Part 51 (1)

Search Date: 05 June 2024

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

Certificate Number: CerB/W026367**Your Reference:** 356744

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	70S Smiths Lane CLYDE NORTH VIC 3978
Legal Description	Lot Q PS 915525L

Part 51 (1)

In reply to your request for Building Permit particulars under Regulation 51 (1) of the Building Regulations 2018, 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 Cert/Occ Permit Issued	Occupancy Permit No.
NIL				

Council has no record of any Building Permits having been issued over the past 10 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.
2. **Is there a Pool or Spa on the property?**
It is the responsibility of the owner to ensure that any swimming pool and spa is registered with Council as required by the Building Regulations.

All owners that have registered their pool or spa will have received written confirmation from council confirming registration. Please refer to council's web site for further information www.casey.vic.gov.au

Building Surveying Services Date 05 June 2024

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



PROPERTY INFORMATION REQUEST
BUILDING SURVEYING SERVICES

Building Regulations 2018 – BR 51 (2)

Search Date: 05 June 2024

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

Certificate Number: CerB/W026368

Your Reference: 356744

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	70S Smiths Lane CLYDE NORTH VIC 3978
Council Property Number	185929
Legal Description	Lot Q PS 915525L

Part 51 (2)

Land Liable to Flooding prone. Reg 153	Yes	Designated land or works. BR 154	No
Designated as subject to Attack by Termites. Reg 151	Yes	Designated as subject to Significant Snowfalls. BR 152	No

Designated Bushfire Prone areas. Reg 155	Refer to Land Channel website https://mapshare.vic.gov.au/vicplan/ If your property is in a designated bushfire prone area you may create a report with VicPlan . The report includes property details, bushfire prone area status and a map showing the bushfire prone area relative to the property.
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

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



NOTES

1. **The information supplied here is correct as at the above-mentioned date.**
2. **A street address may change where applications for Property Information Certificates are requested prior to Title release. The Property Legal Description remains unchanged. Requests for amended certificates will require a new application and full fee.**
3. **Requests for information on Planning, Engineering, Drainage and Health Department matters should be referred directly to those departments.**
4. **City of Casey cannot warrant the accuracy of information provided in respect of BR 231 (2) and BR 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.**
5. **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.**
6. **Is there a Pool or Spa on the property?
It is the responsibility of the owner to ensure that any swimming pool and spa is registered with Council as required by the Building Regulations.**

All owners that have registered their pool or spa will have received written confirmation from council confirming registration. Please refer to council's web site for further information www.casey.vic.gov.au

Building Surveying Services Date 05 June 2024



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 8th November 2023, 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®.

70S SMITHS LANE, CLYDE NORTH 3978
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: 8th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70829620 - 70829620141418 '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: 70S SMITHS LANE
SUBURB: CLYDE NORTH
MUNICIPALITY: CASEY
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 135 Reference K4
DATE OF SEARCH: 3rd June 2024

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

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

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

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 73052882 - 73052882095513
'356744'



Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

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

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

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Maddocks C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000

CERTIFICATE NO:
70829620

PROPERTY ADDRESS:
70S SMITHS LANE
CLYDE NORTH

PARCEL DESCRIPTION:
Lot B PS839562C

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.



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

A handwritten signature in black ink, appearing to read "Adam King", is positioned above the title of the Executive Director.

Executive Director

DATED: 09/11/2023

Note: This Certificate is valid at the date of issue.

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

41201

SECTION 1 – Applicant Information

Name of applicant:

- Kaitlin Dagys

Organisation:

InfoTrack

Postal address:

Level 5, 459 Collins St

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

9037980.113

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

Q/PS915525L

Crown References:

Title References (Volume / Folio) :

12550/815

Street Address:

70S SMITHS LANE, CLYDE NORTH 3978

Other description:

Order ID: 137900666

Only search included parcels

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: 13/Jun/2024



Marysabel Ramos Garcia
A/Senior Heritage Registrar
First Peoples - State Relations

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://www.firstpeoplesrelations.vic.gov.au/cultural-heritage-sensitivity>

70S SMITHS LANE, CLYDE NORTH
Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Type
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-23	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-24	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-19	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-20	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-21	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-22	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-15	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-26	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-16	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-17	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-18	Low Density Artefact Distribution
7921-1536	110 Smiths Lane, Clyde North LDAD	7921-1536-25	Low Density Artefact Distribution
7921-1583	110 Smiths Lane Artefact Scatter - East	7921-1583-1	Artefact Scatter
7921-1584	110 Smiths Lane Artefact Scatter - South	7921-1584-1	Artefact Scatter

Total Components **14**

Total Registered Places **3**

From www.planning.vic.gov.au at 03 June 2024 10:12 AM

PROPERTY DETAILS

Address: **70S SMITHS LANE CLYDE NORTH 3978**
Lot and Plan Number: **Lot L PS915526**
Standard Parcel Identifier (SPI): **L\PS915526**
Local Government Area (Council): **CASEY**
Council Property Number: **185303**
Planning Scheme: **Casey**
Directory Reference: **Melway 321 B4**

www.casey.vic.gov.au

[Planning Scheme - 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: **BERWICK**

OTHER

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

[View location in VicPlan](#)

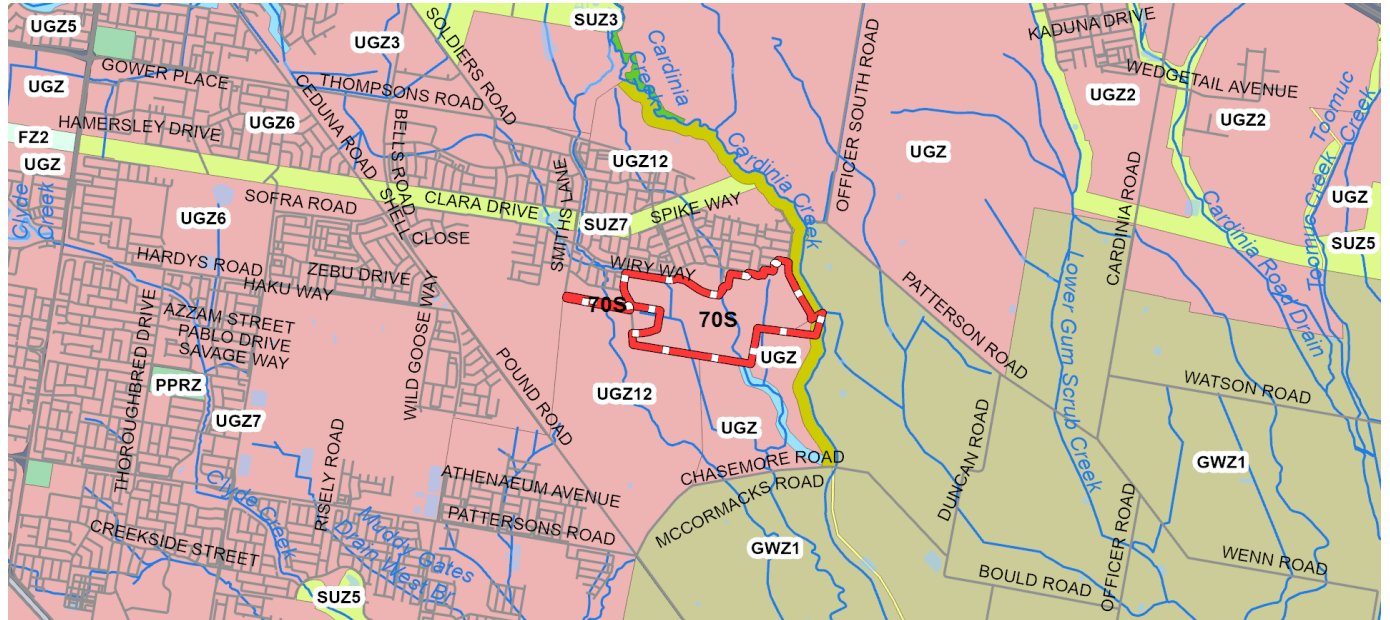
Note

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 project go to [Victorian Planning Authority](#)

Planning Zones

- [RURAL CONSERVATION ZONE \(RCZ\) \(CASEY\)](#)
- [SCHEDULE TO THE RURAL CONSERVATION ZONE \(RCZ\) \(CASEY\)](#)
- [URBAN GROWTH ZONE \(UGZ\) \(CASEY\)](#)
- [SCHEDULE TO THE URBAN GROWTH ZONE \(UGZ\) \(CASEY\)](#)
- [URBAN GROWTH ZONE - SCHEDULE 12 \(UGZ12\) \(CASEY\)](#)



0 1500 m

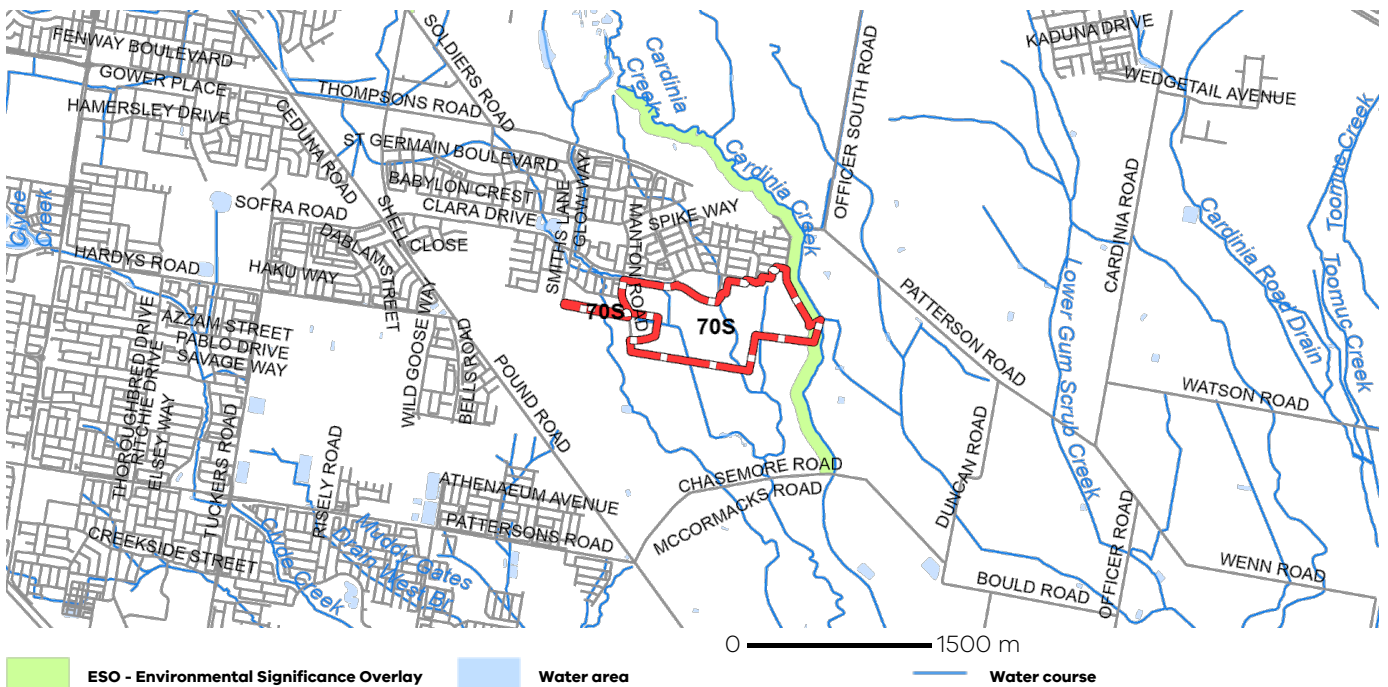
	FZ - Farming		GWZ - Green Wedge		PCRZ - Public Conservation and Resource
	PPRZ - Public Park and Recreation		PUZ1 - Public Use-Service and Utility		RCZ - Rural Conservation
	SUZ - Special Use		TRZ1 - State Transport Infrastructure		TRZ2 - Principal Road Network
	TRZ3 - Significant Municipal Road		UFZ - Urban Floodway		UGZ - Urban Growth
	Water area		Water course		

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

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (CASEY)

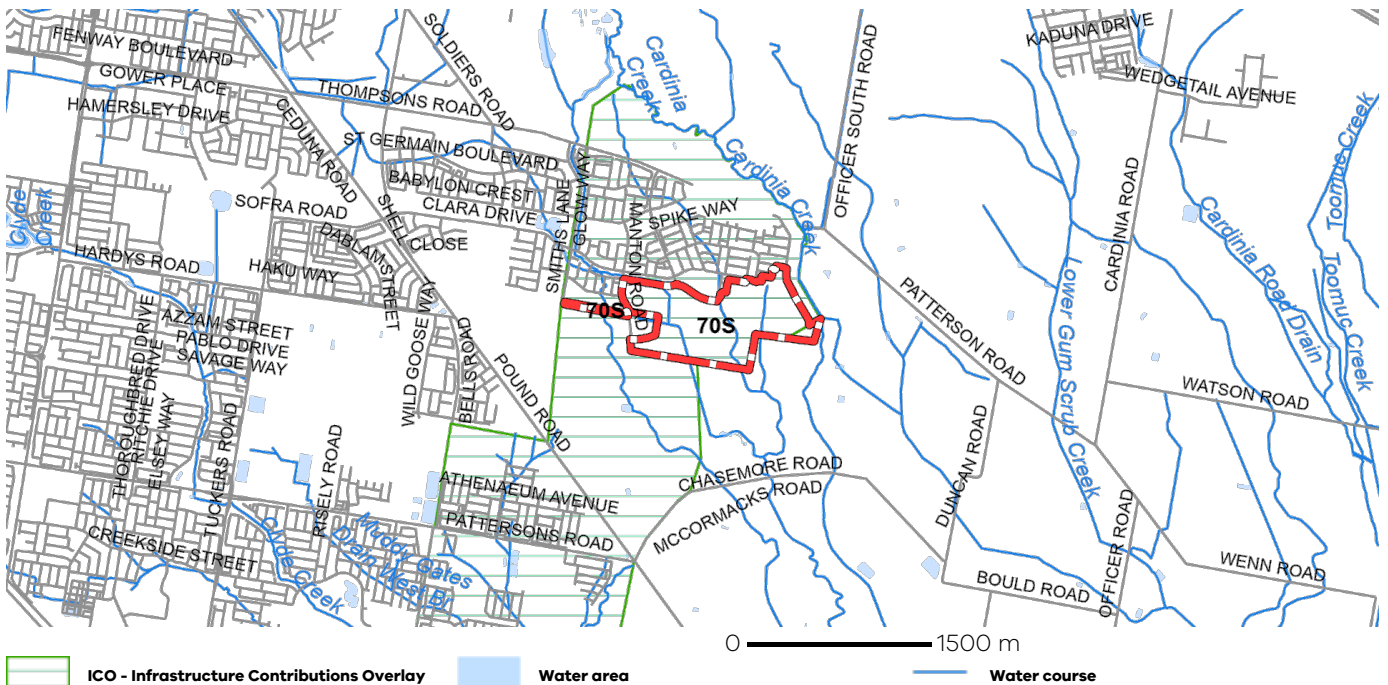
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6 (ESO6) (CASEY)



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

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO) (CASEY)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1) (CASEY)

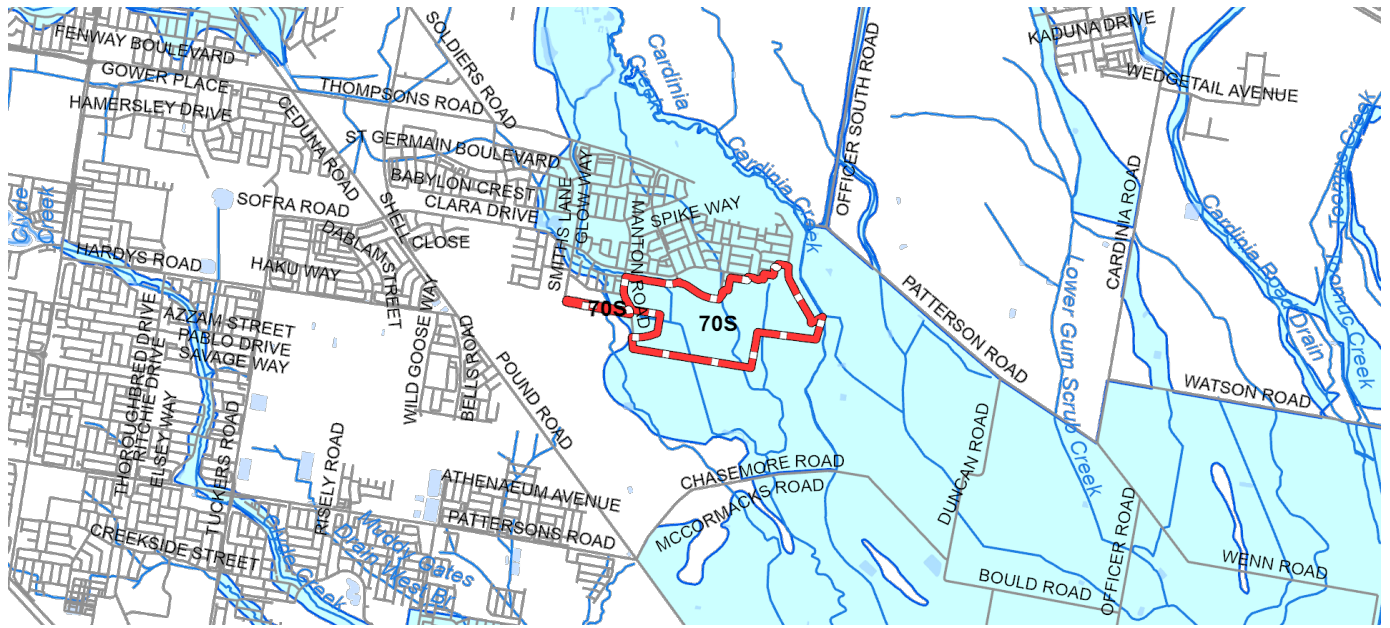


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (CASEY)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO) (CASEY)



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

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\) \(CASEY\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\) \(CARDINIA\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\) \(CARDINIA\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\) \(CASEY\)](#)

[FLOODWAY OVERLAY \(FO\) \(CARDINIA\)](#)

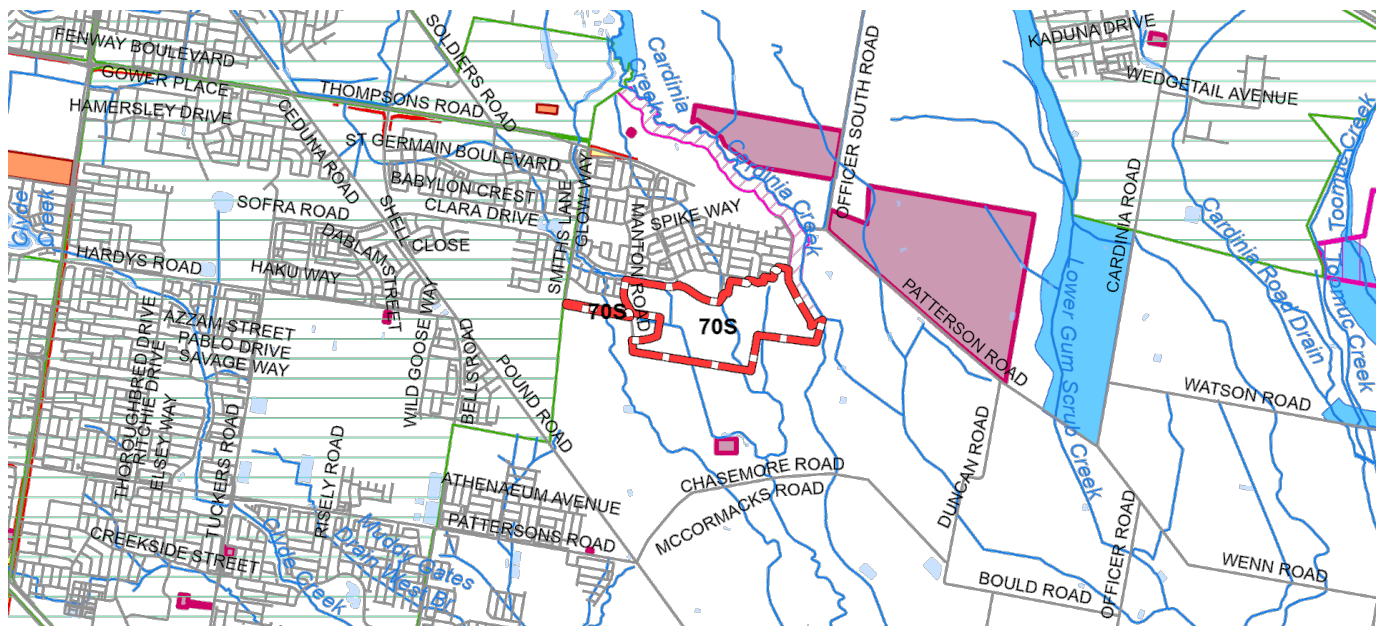
[HERITAGE OVERLAY \(HO\) \(CARDINIA\)](#)

[HERITAGE OVERLAY \(HO\) \(CASEY\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\) \(CASEY\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(CASEY\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(CARDINIA\)](#)



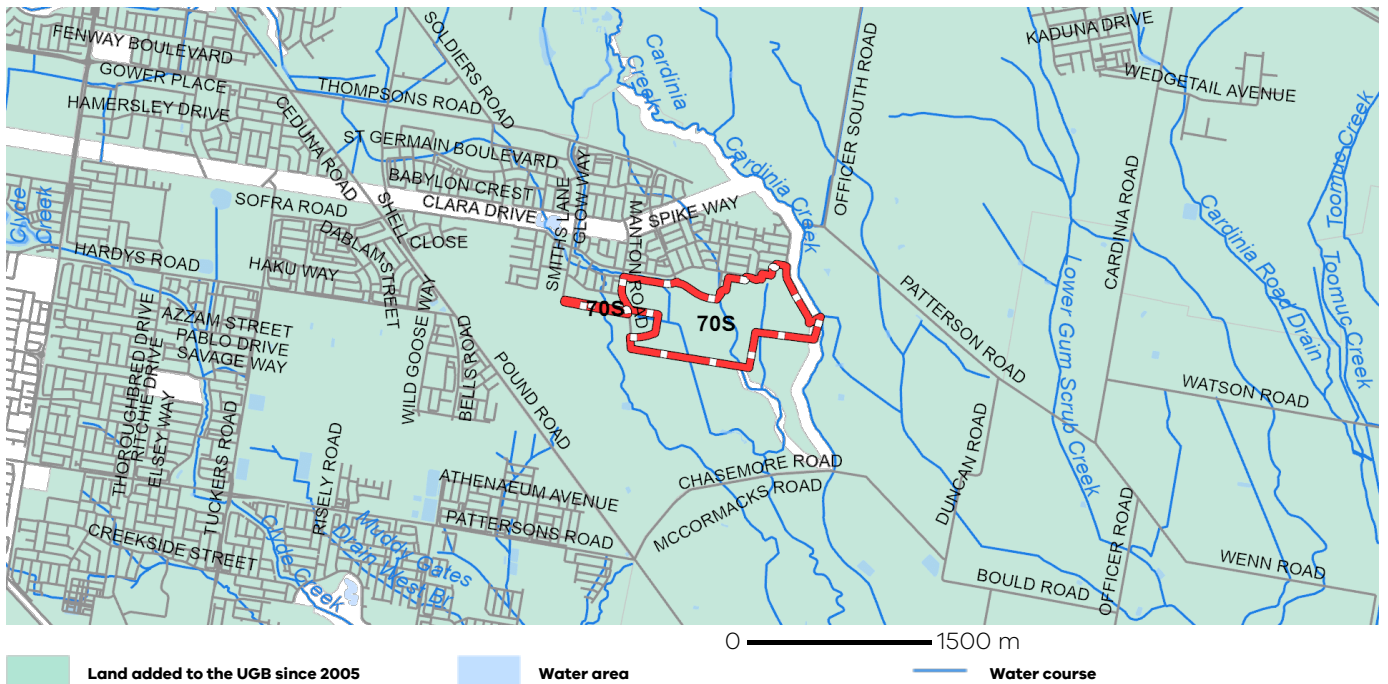
0 1500 m

- | | | |
|---|--------------------------------|-----------------------------------|
| DCPO - Development Contributions Plan Overlay | DPO - Development Plan Overlay | EAO - Environmental Audit Overlay |
| IPO - Incorporated Plan Overlay | FO - Floodway Overlay | HO - Heritage Overlay |
| PAO - Public Acquisition Overlay | Water area | |

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

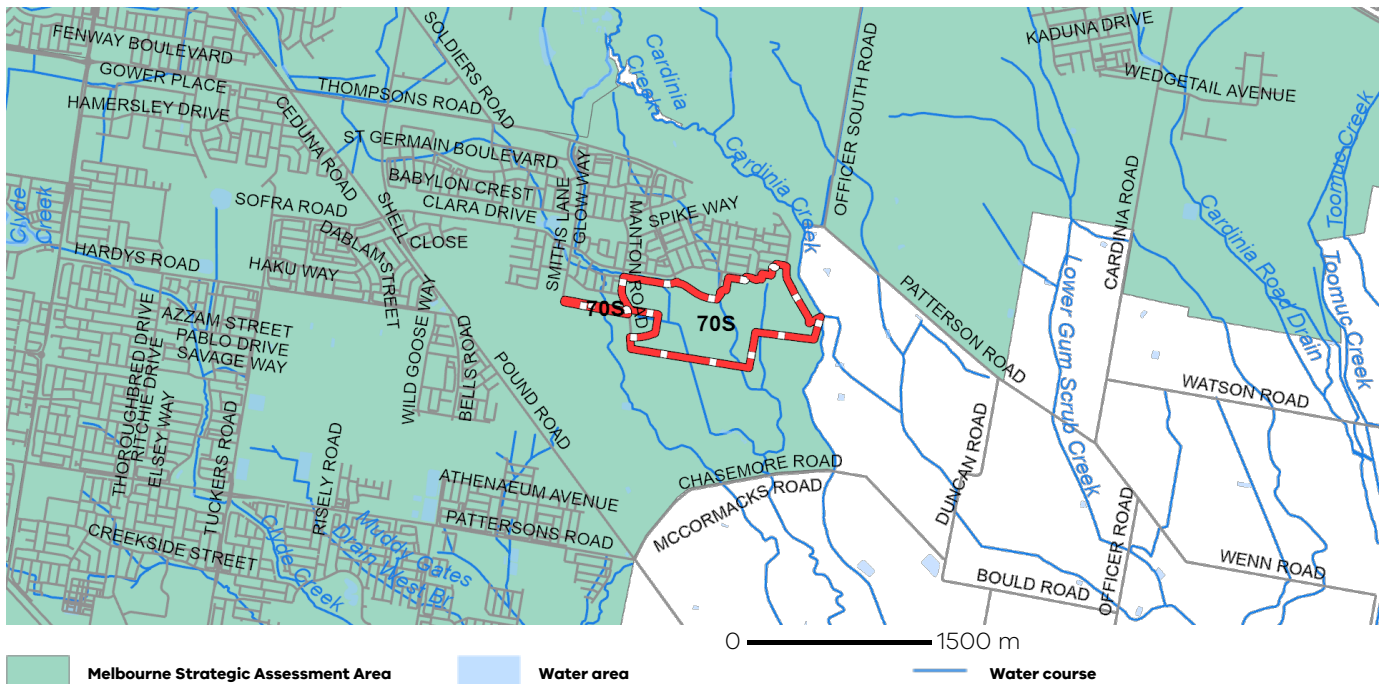
Growth Area Infrastructure Contribution

This property 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](http://www.victorianplanningauthority.gov.au)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.
Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

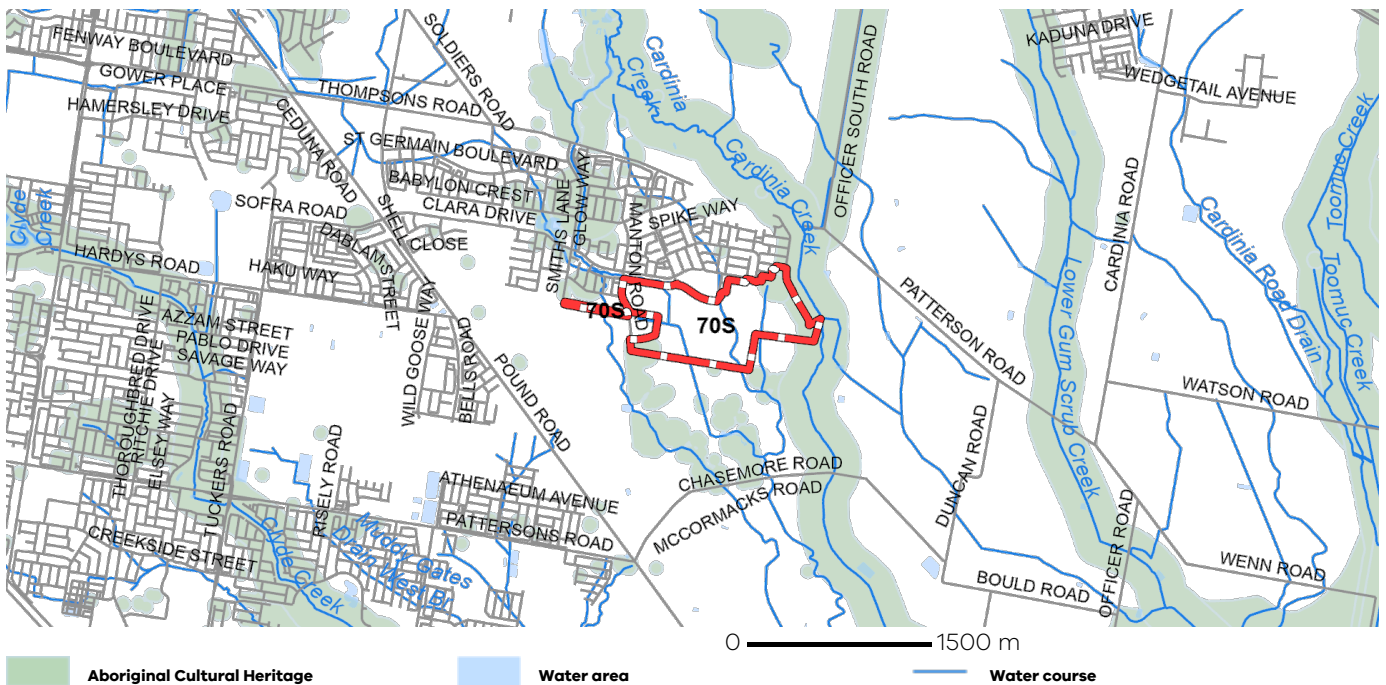
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

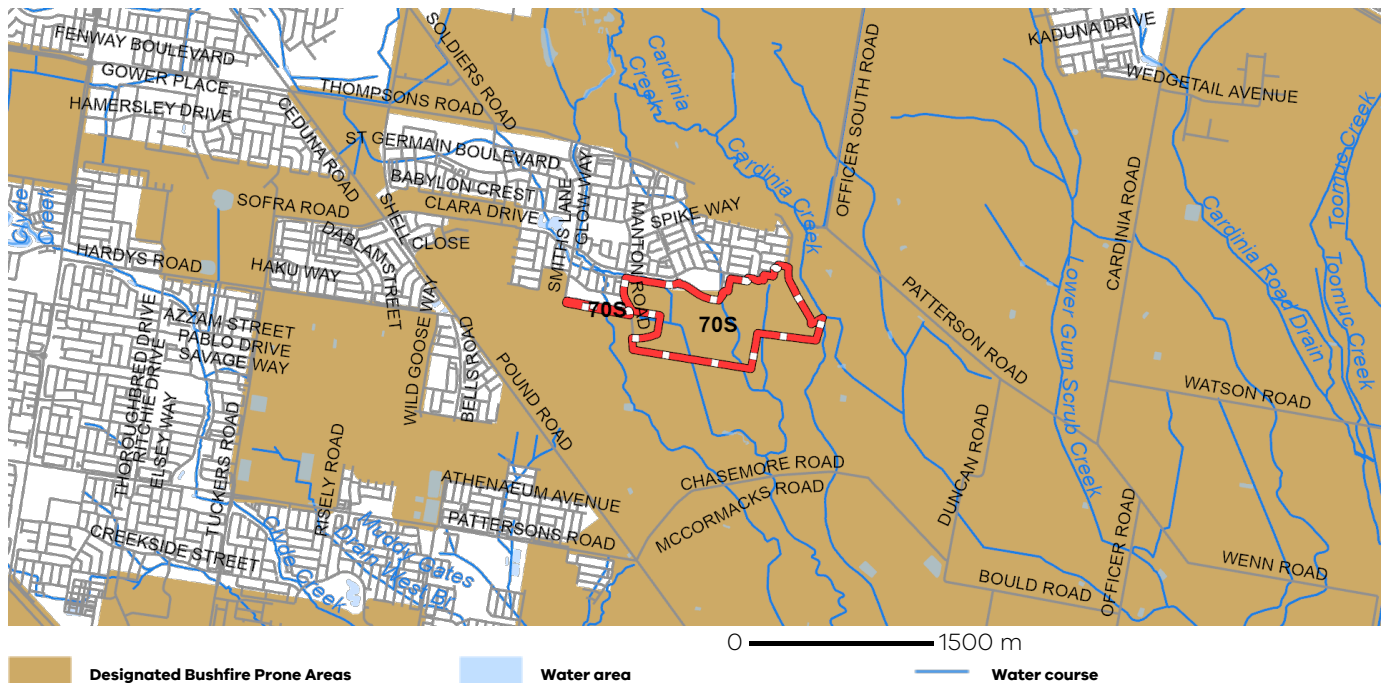
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.



HISTORIC MINING ACTIVITY Form No. 692

04 June, 2024

Property Information:

Address: 70S SMITHS LANE CLYDE NORTH 3978

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.

The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

3 June 2024



Maddocks C/- InfoTrack (Major Accounts)
c/o LANDATA
GPO BOX 527
MELBOURNE VIC 3001

6 Parliament Place
East Melbourne
VIC 3002

Email: conservation@nattrust.com.au
Web: www.nationaltrust.org.au

Re: VOL 12550 FOLIO 815; 70S SMITHS LANE, CLYDE NORTH VIC
3978

T 03 9656 9818

Reference: 73052882-031-5

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **CITY OF CASEY**
- World, National and Commonwealth Heritage Lists—Department of the Environment
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:
<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries, please contact the National Trust Advocacy Team on 03 9656 9818.

Yours faithfully,

Eleni Courvisanos
Heritage Services Coordinator
National Trust of Australia (Victoria)



Catchment and Land Protection (Section 90)

Maddocks C/- InfoTrack (Major Accounts)
135 King Street SYDNEY 2000 AUSTRALIA

CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: **356744**

CERTIFICATE NO: **73052882-023-0**

This Certificate is issued for the following property:

70S SMITHS LANE CLYDE NORTH

PROPERTY DESCRIPTION:

Lot/Plan: **Lot Q PS915525**

Crown description:

Volume/Folio or Book/Memorial: **12550/815**

Directory reference: **Melways 135K4**

	Yes/No
1. A regional catchment strategy applies to the land.	YES
2. The land is in a special area.	NO
3. A special area plan applies to the land.	NO
4. A land use condition applies to the land.	NO
5. A land management notice is in force in relation to the land.	NO
6. A copy of the land management notice is attached.	NO

By Authority
Secretary to the Department of Environment, Land, Water & Planning

DATED: 3 June 2024

PLANNING PERMIT

Permit No. PInA00038/19
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

70S Smiths Lane CLYDE NORTH VIC 3978 Lot B PS 826172P

THE PERMIT ALLOWS:

Multi Lot Subdivision in Stages, Removal of Easements, Creation of Restrictions and Buildings and Works within a Land Subject to Inundation Overlay

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-89 and Notes (Inclusive)

Subdivision Master Plan

1. Prior to the certification of the first plan of subdivision, an amended subdivision layout plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must be generally in accordance with the Subdivision Master Plan prepared by Tract (Plan Ref: Precinct 1 – Concept Plan, Project No: 0316-0434-02 D006, Revision 19, Dated 17/04/2019, Sheet 1 of 1) submitted with the application but modified to show:
 - (a) The provision of a ‘key plan’ illustrating the overall subject site and the Precinct 1 permit area.
 - (b) The Precinct 1 permit area amended to reflect the current copy of title (i.e. exclude the ‘non-government school site’).
 - (c) The roads immediately abutting the government school site identified as being contained within Stage 6B with a notation confirming that these roads are only to be constructed as part of this permit in the event that the Department of Education (or other similar State Authority) acquires the ‘government school site’ or in a future permit application to the satisfaction of the Responsible Authority.
 - (d) The ‘residential lot mix’ table illustrating length and width of lots deleted and replaced with the ‘residential lot mix’ table from the Precinct 1 Lot Diversity Plan submitted with this application.
 - (e) The ‘Yield by Stage’ table renamed ‘Stage Sequencing’ with this table updated to reflect the revised stages illustrated on the plan as well as including a cumulative total of lots on a stage by stage basis.
 - (f) All Small Lot Housing Code Type A or Type B lots nominated throughout the subdivision master plan with different colours used to identify these lots.
 - (g) The ‘potential government school site’ and ‘Smiths Lane road widening’ stages amended accordingly.

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- (h) Deletion of lot size and dimensions from individual lots.
- (i) The provision of an off-road shared path nominated along the southern side of Road '07' (i.e. the northern boundary of the non-government school site excised from the parent title), with notation confirming the specific design of this shared path to be addressed through detailed engineering design. This path is to connect across Road '06' to the future Active Open Space / Sports Field on the east side of Road '06'.
- (j) A shared path connection within the 16 metre wide road reserve identified along the west side of Road '11' over the drainage corridor with a suitable connection provided to LP-04 subject to detailed engineering.
- (k) Deletion of the future shared path along Alexandra Boulevard and Hardys Road.
- (l) The section of road to the north of LP-04 increased to 14.5 metres in width.
- (m) The following notations included on the plans:
 - (i). All off-road two-way bicycle paths are to be provided with dedicated priority crossings at Local Streets.
 - (ii). The lots immediately adjoining the High Voltage Transmission Easement and LP-04 nominated as being provided with a suitable restriction on title which addresses boundary fencing and integration to these abutting land uses to the satisfaction of Council.
 - (iii). Road '09' to be provided with a suitably wide carriageway constructed of a different pavement material to discourage through traffic. Details to be confirmed via the detailed engineering plans approved under this permit.
 - (iv). All court bowls to be designed in accordance with the VPA Engineering Design and Construction Manual Figure 005 or to the satisfaction of the Responsible Authority.
 - (v). All utility service substation / kiosk sites must not be located on any land identified as public open space or to be used for any Municipal purpose, unless otherwise agreed by the Responsible Authority.

Public Infrastructure Plan

- 2. Prior to the certification of the first plan of subdivision or at such other time which is agreed by responsible authority, a Public Infrastructure Plan must be submitted addressing the following to the satisfaction of the responsible authority and the Development Agency. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must address the following:
 - (a) The following specific changes illustrated unless otherwise agreed:
 - (i). The current property boundaries of the site.
 - (ii). The individual lot layout removed.

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- (iii). All of the works external to the subject site to be delivered by the developer as generally illustrated in the PIP-EXT dated 19/11/19 prepared by Echelon Planning.
- (iv). Removal of Project 'K' and 'SR-01' from the PIP.
- (v). The road immediately abutting the government school site identified as to be delivered in Precinct 1, 2 or 3 subject to acquisition of the school site by State Government.
- (vi). All temporary drainage assets on the site or on adjoining site, timing for delivery and timing for removal of temporary assets.
- (vii). Timing for ultimate drainage assets.
- (b) The identification of all Inner Public Purpose Land which is required for any infrastructure project set out in the Cardinia Creek South Infrastructure Contributions Plan applying to the land;
- (c) For the purpose of section 46GV(3)(b) of the Planning and Environment Act 1987, if a time other than those set out in the section 46GV(3) (a) is proposed, the alternative time by which each parcel of Inner Public Purpose Land must be set aside on a plan under the Subdivision Act 1988.
- (d) What other land may be affected or required for the provision of infrastructure works.
- (e) The provision staging and timing of stormwater drainage works;
- (f) The provision staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment.
- (g) The landscaping of any land.
- (h) What, if any, infrastructure set out in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided in part of full satisfaction of the monetary component of an infrastructure contribution payable by the applicant under section 46GV(3) of the Planning and Environment Act 1987 subject to the consent of the collecting agency;
- (i) What, if any, infrastructure set out in the Precinct Infrastructure Plan in Appendix A of the Cardinia Creek South Precinct Structure Plan that is not funded in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided;
- (j) The provision of public open space which is not Inner Public Purpose Land; and
- (k) Include the following notation:
 - (i) The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Contributions Plan, will approve a proposal to carry out any infrastructure projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out

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infrastructure projects as a works in kind project is required.

- (l) Any other relevant matter related to the provision of infrastructure reasonably required by the responsible authority.

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

Street Tree Landscape Master Plan

3. Prior to the certification of the first plan of subdivision (unless otherwise agreed to by Council), a Street Tree Master Plan for the permit area 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 plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions submitted electronically as a PDF. The plan must show:
- (a) Vegetation that is approved to be removed / retained. Retention of vegetation is subject to assessment and approval by Council's Arborist;
 - (b) Buildings and trees (including botanical names) on neighbouring properties where impacted on by the proposed subdivision;
 - (c) The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation;
 - (d) The general layout of street tree plantings including the proposed tree species which must be selected to be consistent with the following principles/outcomes:
 - (i) A diverse and future climate suitable range of species that will achieve a long-term green asset 50+ years, with canopy cover of at least 30 percent (to be demonstrated graphically on plan to scale).
 - (ii) Species nominated must not generally be greater than 30% from a particular botanical Family, greater than 20% from a particular botanical Genus, and no greater than 10% for a particular botanical Species, within the development.
 - (iii) Mature tree sizes generally in accordance with road cross sections nominated in the relevant PSP prepared by the Victorian Planning Authority.
 - (iv) Preference for the provision of Deciduous tree species on East/West aligned streets, & Evergreen tree species on North/South aligned streets.
 - (v) Planting of trees in vicinity of shared user paths that will provide a minimum of 50% shade cover to the shared paths at tree maturity.
 - (e) The indicative location of paths and trails as per both the relevant PSPs and approved subdivision master plan;
 - (f) The location of fencing including tree, walkway and vehicle exclusion fencing;

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- (g) Indicative road reserve cross-sections with street tree planting illustrated;
- (h) Consistency of streetscape planting where streets continue from adjoining developments into the subject site. Note: It is the developer's responsibility to liaise with adjoining developer(s) to ensure planting consistency.
- (i) All species selected must be to the satisfaction of the Responsible Authority.

Open Space Landscape Master Plan

4. Prior to the certification of the plan of subdivision for a stage which creates an open space reserve (unless otherwise agreed to by Council), an open space landscape master plan for the respective reserve 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 plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically in PDF. The plan must show:
- (a) Vegetation that is approved to be retained, removed and/or lopped. Retention of vegetation is subject to assessment and approval by Council's Arborist;
 - (b) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the open space reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting
 - (f) The proposed location of structures and furniture items.
 - (g) The proposed location of paths, trails and any other pavement areas.
 - (h) The proposed location of playgrounds including a list of proposed play elements and age groups of play.
 - (i) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.
 - (j) Retention of existing vegetation within public open space is at the discretion of Council and is subject to provision of appropriate arboricultural assessment / reporting and inspection.
 - (k) Provision of appropriate understorey planting, to achieve a target of 50% ground coverage at maturity, underneath canopy trees, (note lawn is not considered as understorey planting), within open space reserves that utilises sustainable species, provides for connectivity for fauna, assists in mitigation of urban "heat island" impacts, and is designed in accordance with Safety by Design & WSUD Principles, to the satisfaction of the

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Responsible Authority.

- (l) The greening of easements where possible, utilising appropriate sustainable species which are compliant with requirements of and to the approval of the vested Easement Authority and the Responsible Authority.

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

Drainage and Wetland Reserve Landscape Master Plan

- 5. Prior to the certification of the plan of subdivision for a stage which creates a drainage corridor or wetland area (unless otherwise agreed to by Council), a Landscape Master Plan for the entire drainage / wetland area prepared by a person suitably qualified or experienced in landscape design to the satisfaction of Melbourne Water and the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must show:
 - (a) Vegetation that is approved to be retained, removed and/or lopped.
 - (b) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (c) Site contours, 1:10 & 1:100 flood levels, and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the drainage and wetland reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting.
 - (f) The proposed location of structures and furniture items.
 - (g) The proposed location of paths, trails and any other pavement areas including built edge / urban edge treatments including indicative cross-sections.
 - (h) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.

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

The master plan must incorporate all land forming part of the wetland / drainage reserve as well as consider immediately adjoining land (i.e. the future active open space to form part of Precinct 2).

Stormwater Management Plan

- 6. Prior to certification of the plan of subdivision, a Stormwater Management Plan must be submitted to and approved by the Responsible Authority. The strategy must include:

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- (a) Catchment characteristics including a catchment plan showing the subject site and any contributing upstream catchments
- (b) Stormwater management requirements outlining the legislative requirements for managing stormwater at the site
- (c) Stormwater Quantity Analysis including a functional layout plan showing the proposed alignment of drainage infrastructure that will convey the 20 percent annual exceedance probability (AEP) flows and the designated overland flow paths that will convey the 1 percent AEP gap flows
- (d) Calculations showing that any road or access way intended to act as an overland flow path satisfies the floodway safety criteria
- (e) Stormwater Quality treatment outlining how water quality targets will be met
- (f) Any outfall arrangements or staging of infrastructure to support the development
- (g) Details on how stormwater from the site will be managed with temporary treatment prior to the ultimate infrastructure being completed.

The stormwater drainage system on the site must be designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999).

Stormwater must be managed so that stormwater runoff exiting the land meets the State Environmental Protection Policy Schedule F8 water quality targets for Western Port.

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

Integrated Water Management Plan

7. Prior to certification of the first plan of subdivision (unless otherwise agreed to by Council), an Integrated Water Management Plan for the whole of the estate prepared by a person suitably qualified or experienced consultant must be submitted to and approved by the Responsible Authority. When approved, the IWMP will be endorsed and will then form part of the permit. The IWMP must be in accordance with Clause 56.01-2 and Clause 56.07 and include the following:
- (a) The plan must consider all aspect of the water cycle by addressing the following principles:
 - (i). Safe, secure and affordable supplies in an uncertain future.
 - (ii). Effective and affordable wastewater systems.
 - (iii). Opportunities are sought to manage existing and future flood risks and impacts.
 - (iv). Healthy and valued waterways and marine environments.

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- (v). Healthy and valued urban, rural, agricultural and green landscapes.
- (vi). Community values are reflected in place based planning.
- (vii). Jobs, economic growth and innovation.
- (b) Consideration of a requirement that each new dwelling is to install a minimum 3000 litre rainwater tank. The tank must be connected to supply water to all toilets and the laundry within the dwellings to the satisfaction of the Responsible Authority.
- (c) Consideration of the provision of a stormwater harvesting system to be used for irrigation of active and passive open space areas.
- (d) Identification of any other initiative proposed by the developer for the overall estate (i.e. passive irrigation of street trees).
- (e) Details including clearly documenting the works required to achieve any proposed water management initiatives (i.e. passive street tree irrigation system to be documented through the civil engineering plans to be approved by Council).

Bulk Earthworks

8. Prior to commencement of any works on site, a suitable earthworks plan for the permit area must be submitted to and approved by Council. The plans must show:
- (a) The subdivision layout generally in accordance with Condition 1 of this permit.
 - (b) The outline of the area where works are proposed to be conducted (no detail of the works to actually be shown).
 - (c) The extent of proposed cut / fill throughout the site at 250mm intervals.
 - (d) Suitable levels / contours of finished surface levels to Australian Height Datum.
 - (e) Details of any batters within the subject site or consents from adjoining property owners to batter into adjoining properties.
 - (f) The location of any temporary stockpiling.
 - (g) Suitable tapering of the land to the property boundaries and the Transmission Easement (or consent from the relevant authority)
 - (h) Suitable cross-sections throughout; and
 - (i) Documentation confirming how drainage will be managed as part of the cutting / filling operations.
 - (j) A notation stating that this plan does not constitute engineering approval for civil infrastructure and that approval of details engineering plans is required prior to the installation of any civil infrastructure.

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9. Before any works for bulk earthworks (cutting / filling) start:
- (a) Any site remediation works required by this permit must be conducted to the satisfaction of Council.
 - (b) A Site EMP for bulk earthworks (filling) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority in accordance with the relevant conditions of this permit. The Site EMP for bulk earthworks (filling) must consider temporary drainage arrangements to ensure there is no adverse impact on neighbouring properties as a result of the bulk earthworks (filling) prior to the carrying out of works for the ultimate drainage infrastructure under the permit.
10. While bulk earthworks (cutting / filling) are occurring on site, the following conditions must be complied with to the satisfaction of the Responsible Authority:
- (a) Civil infrastructure which requires approval of detailed engineering plans by Council and / or supervision by Council contractors must not be installed without the written consent of the Responsible Authority.
 - (b) The proposed cut and fill works on this property must not impede the natural flow of water through any existing watercourses where such a blockage would create any additional flooding that will be detrimental to the properties surrounding this site or deprive any surrounding properties from a reasonable flow of water through the watercourse. Stormwater must continue to flow through the site.
 - (c) Conditions 22, 23, 44, 67, 68, 69, 70, 71 and 72 of this permit.

Miscellaneous

- 11. The subdivision master plan and any other documentation endorsed to form part of the permit must not be altered or modified without the prior written consent of the Responsible Authority.
- 12. The subdivision must proceed in the order of stages shown on the endorsed Subdivision Master Plan unless otherwise agreed in writing by the Responsible Authority.

Small Lot Housing Code

- 13. 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 72.04 of the Casey Planning Scheme.
- 14. 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

- 15. Prior to the certification of a plan of subdivision or at such other time which is agreed between

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Council and the owner, if required by Council 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 the implementation of the Public Infrastructure Plan approved under this permit.

Infrastructure Contributions

16. The Monetary Component and the Land Equalisation Amount of the infrastructure contribution required by the incorporated Cardinia Creek South Infrastructure Contributions Plan must be paid to the Collecting Agency in the manner specified by the Collecting Agency before the earliest of the following:

- (a) If the development of the land involves a plan under the **Subdivision Act 1988**, then not more than 21 days prior to the issue of a statement of compliance with respect to that relevant plan of subdivision;
- (b) If the development of the land requires a building permit, then prior to the issue of the building permit -

or at such other time which is set out in an agreement between the Owner and Council in its capacity as responsible authority and collecting agency.

Where the land is to be developed in stages, prior to the issue of a statement of compliance in respect of any stage after the first stage, a schedule of infrastructure contributions must be submitted with each stage of the plan of subdivision. The schedule of infrastructure contributions must show the amount of the infrastructure contributions payable for each future stage and the value of contributions paid for prior stages to the satisfaction of the collecting agency.

17. If the land to which this planning permit applies includes any Inner Public Purpose Land, that Inner Public Purpose Land must be provided:

- (a) in the case of Inner Public Purpose Land required for a road, the Development Agency responsible for the use and development of the land for the road; and
- (b) in any other case, to the Collecting Agency –

by

- (c) setting aside on a plan under the **Subdivision Act 1988** the Inner Public Purpose Land required for a road so as to vest in the Development Agency responsible for the use and development of that land as a road; and
- (d) setting aside on a plan under the **Subdivision Act 1988** any other Inner Public Purpose Land so as to vest in the Collecting Agency.

18. The plan referred to in Condition 17 above must be lodged for registration under Section 22 of the Subdivision Act 1988 within the time specified in the endorsed Public Infrastructure Plan or at a time agreed between the Owner of the land, the responsible authority and the collecting agency.

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Actions Prior to Works and/or Certification

19. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the Responsible Authority, building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the Responsible Authority for approval for lots of between 250 square metres and 500 square metres where the Small Lot Housing Code is not applied, all to the satisfaction of the Responsible Authority. Once approved the plans will be endorsed and form part of the permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the permit as relevant, and must show:
- (a) At least a 4 metre front setback to all lots, unless otherwise agreed to by Council.
 - (b) At least a 1 metre offset from any boundary abutting a reserve.
 - (c) At least a 2 metre offset from any boundary abutting a side street.
 - (d) A Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.
20. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the Responsible Authority, any restrictions on the plan of subdivision including relevant "Design Guidelines" and / or Memorandum of Common Provisions must be submitted to the Responsible Authority for approval and applied to all lots to the satisfaction of the Responsible Authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The Restrictions / Design Guidelines / Memorandum of Common Provisions must include (unless otherwise agreed to by Council or unless the Small Lot Housing Code is to apply):
- (a) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the dwelling is to be two or more storeys.
 - (b) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage.
 - (c) Differentiation of fencing restrictions for corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.
 - (d) A consent mechanism with respect to building outside of a building envelope with the written consent of the Responsible Authority.
 - (e) A requirement / restriction which requires each dwelling on each lot to be provided with a minimum 3000 litre rainwater tank which is connected to all toilets and the laundry within the dwelling.
 - (f) A requirement / restriction which requires the planting of a minimum one suitably sized canopy tree within the front of each dwelling / lot.

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- (g) Expiry clauses to all restrictions.
21. Unless with the written consent of the Responsible Authority, prior to the certification of the first plan of subdivision, the following works must have been completed:
- (a) Thompsons Road west of DCP Project IN-53-06 to the existing sealed section of Thompsons Road (east of its intersection with Bells Road), identified in part as DCP Project RD-53-01B in the *Clyde Development Contributions Plan* (and inclusive of bridge / culvert works identified as BR-53-04) must have reached a stage of practical completion to urban standards and provide a sealed road connection to Smiths Lane to the satisfaction of the Responsible Authority and VicRoads.
 - (b) The Thompsons Road / North-South Connector (East of Bells Road {Smiths Lane}) intersection, identified as DCP Project IN-53-06 in the *Clyde Development Contributions Plan*, must have reached a stage of practical completion to the satisfaction of the Responsible Authority and VicRoads.
 - (c) Smiths Lane from DCP Project IN-53-06 in the Clyde Development Contributions Plan to the south-west corner of the subject site and inclusive of access to Lot A on PS826172P, must have reached a stage of practical completion to the satisfaction of the Responsible Authority.
22. Prior to the commencement of any works within Stage 5, Stage 6 or Lot A on PS826172P, a Construction Environment Management Plan (CEMP) within the main activity area and the filled area (shown on Figure 5) of the Preliminary Soil Contamination Report must be submitted to the Responsible Authority. The CEMP is required to:
- (a) Ensure that potential aesthetic issues associated with shallow concrete footings, brick, bluestone and underground services are removed appropriately, preferably under environmental supervision
 - (b) Ensure that building demolition materials as well as redundant farm equipment and waste buildings materials are removed from site adequately.
 - (c) Ensure that the building contractor is made aware of the offsite soil classification of the soils with the main activity area (EPA Category C Contaminated Soil) should soil require disposal offsite. In addition, procedures should be included in the CEMP to allow for soil within the main activity area to be stockpiled and re-classified separately by a suitably qualified environmental professional in accordance with EPA Industrial Waste Resource Guidelines (621 and 702).
 - (d) That asbestos containing materials which are noted/suspected to be present in some farm sheds are investigated and removed in accordance with Worksafe and EPA regulations
23. Prior to the certification of Stage 5 or Stage 6 or prior to the commencement of any filling works within Stage 5, Stage 6 or Lot A on PS826172P (whichever comes first), confirmation must be provided by a suitably qualified environmental consultant that the site remediation works as identified in the Preliminary Soil Contamination report submitted with this application has been conducted. This confirmation must be in the form of a suitable written submission with accompanying technical assessment / documentation (including testing data if necessary) and

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must state that the site is clear of contamination and suitable for residential purposes and other sensitive land uses such as a school site.

If the environmental consultant recommends any further remediation works or testing be conducted, these must be conducted prior to certification of any plan of subdivision and before commencement of works associated with the subdivision for any stage.

24. Before any plan of subdivision is certified under the *Subdivision Act* 1988, for each stage of the subdivision, a schedule of lots created and housing densities, must be submitted to Council showing the number of lots created in the stage together with cumulative totals of any lots created and housing densities in earlier stages of the subdivision, to the satisfaction of the Responsible Authority.
25. Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.
26. Prior to the certification of the relevant plan of subdivision, streets must be named to the satisfaction of the Responsible Authority.
27. Prior to the certification of any plan of subdivision, the plan must be referred to the following authorities (as relevant) under Section 8 of the *Subdivision Act* 1988:
 - (a) APA Group (APT O&M Services Pty Ltd);
 - (b) AusNet Transmission Group;
 - (c) AusNet Electricity Services Pty Ltd;
 - (d) Country Fire Authority;
 - (e) Melbourne Water;
 - (f) Transport for Victoria;
 - (g) South East Water; and
 - (h) VicRoads.

Certification Plans

28. 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 / documents endorsed to the permit.

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- (c) Unless otherwise agreed in writing by the responsible authority, road reserve and court head dimensions in accordance with the Growth Area Authorities standard drawings.
- (d) Any land required to be set aside for the purpose of road widening and to be vested in Council in accordance with any relevant condition of this permit.
- (e) Any tree reserves to be vested with the City of Casey.
- (f) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

Functional Layout Plans

- 29. Prior to the submission of engineering plans, a functional layout plan for the development must be submitted to and approved by the Responsible Authority. The plan must be in accordance with the Surface/Stormwater Management Strategy, Alluvium, April 2019. The plan must show the provision for management of the minor and major 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. 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. The floor level of each new lot/dwelling must be in accordance with the requirements of the Responsible Authority.

Actions Prior to Construction

- 30. Fourteen (14) days before the development 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.

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.

- 31. 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 plan must be drawn to scale with dimensions and submitted electronically as a PDF. 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 relevant road cross-sections in the incorporated Cardinia Creek South Precinct Structure Plan applying to the land but including approximately 30% of local street cross sections (including connector streets) varying from the relevant 'standard' cross section contained within the incorporated Cardinia Creek South PSP including through variations to:
 - (i) traffic management devices;

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- (ii) street tree placement;
- (iii) footpath or carriageway placement;
- (iv) create a boulevard effect;
- (v) carriageway or parking bay pavement; and
- (vi) tree outstand treatments.

For the purposes of this requirement, changes to street tree species between or within streets do not constitute a variation. Alternative cross sections must ensure that:

- (vii) minimum required carriageway dimensions are maintained to ensure safe and efficient operation of emergency vehicles on all streets as well as buses on connector streets with minimal trafficable widths of:
 - 7.3 metres where cars park on both sides;
 - 5.4 metres where cars may park on one (1) side; and,
 - 3.5 metres where no parking, along with 0.5 metre clearance to structures on either side. If this width applies there must be passing bays of at least 20 metres long and 6 metres wide located not more than 200 metres apart,unless otherwise agreed by the Country Fire Authority.
- (viii) the performance characteristics of standard cross sections as they relate to pedestrian and cycle use are maintained.
- (ix) relevant minimum road reserve widths for the type of street as identified in the Cardinia Creek South PSP are maintained, unless otherwise approved by the Responsible Authority.

- (b) Traffic management devices;
- (c) Vehicle exclusion fencing where necessary;
- (d) Where a detailed construction plan contains a road identified as a bus route within the Cardinia Creek South PSP applying to the land, the cross section of the road must comply with the Cardinia Creek South PSP and be to the satisfaction of Public Transport Victoria;
- (e) Corner splays, as required, to suit the road function;
- (f) Driveway links designed to provide one (1) visitor space per lot served by the link;
- (g) Concrete footpaths and/or shared paths in accordance with the Cardinia Creek South PSP and the amended subdivision layout plan endorsed under the permit on both sides of each roadway with the exception of the side of a road that abuts a public open space;
- (h) A vehicular crossing to each lot, except those nominated as a medium density lot or

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superlot on the endorsed plan, designed in accordance with the Growth Areas Authority Standard Drawings unless otherwise agreed. Unless an alternative treatment is approved by the Responsible Authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 7 metres in width (excluding splays) at the kerb. Crossovers should be:

- (i) located on the long side of corner sites where roundabout splitter islands will hinder access.
 - (ii) located a minimum of 1 metre from any service facilities.
 - (iii) offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- (i) Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road;
- (j) Drainage systems in accordance with the approved drainage FLP and calculations, including:
- (vi) all aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant);
 - (vii) features to prevent litter, sediment and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision;
 - (viii) measures to satisfy 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; and
 - (ix) 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;
- (k) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid;
- (l) The location of street lighting;
- (m) Any water sensitive urban design features;
- (n) Details of any cut and fill;

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- (o) Services located in shared trenches wherever possible,
- (p) Fibre optic conduit network throughout the subdivision;
- (q) All concrete and construction materials used on site must comply with AS 2159-2009 and AS 3600-2009;
- (r) All shared paths / off-road bike paths as required by the Cardinia Creek South PSP and as illustrated on the endorsed subdivision master plan; and
- (s) In locations identified where groundwater will interact with underground infrastructure, engineering plans are to be accompanied by a suitable supplementary hydro-geological assessment which provides advice with respect to the design and installation requirements for all deep sub-surface infrastructure prior to the installation of such infrastructure. The engineering plans are to incorporate any recommendations of the supplementary advice.

The detailed construction plans must include, at the relevant stage as identified on the public infrastructure plan endorsed 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.

Detailed Landscape Construction Plans

32. Before the start of any landscaping works for any stage of the subdivision, unless otherwise agreed by the Responsible Authority, 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. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The landscaping plan must be generally in accordance with the landscape master plan approved under the relevant condition of this permit, except that the plan must show (unless otherwise agreed):
- (a) Existing vegetation that is approved to be retained;
 - (b) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves; Street trees must not be planted within 3 metres of any existing or proposed vehicle crossover unless otherwise agreed.
 - (c) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species;
 - (d) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture;
 - (e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;

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- (f) Additional supporting information, such as certified structural designs or building forms;
- (g) A-Spec digital documentation for open space assets must be provided at Practical Completion stage of landscape construction in a format consistent with other conditions of this permit.
- (h) All species selected must be to the satisfaction of the Responsible Authority.

Note: 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.

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

- 33. The developer must notify the Responsible Authority a minimum of seven (7) days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

Engineering Fees

- 34. 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.
- 35. 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.

Growth Areas Infrastructure Contribution

- 36. 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 Victorian 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 endorsed public infrastructure plan.

Actions prior to the issue of a Statement of Compliance

- 37. Prior to the issue of a Statement of Compliance for the first stage of the subdivision under the *Subdivision Act* 1988, sealed road access must be available to the site from Thompsons Road to the satisfaction of the Responsible Authority.

This includes the construction of all intersections required under this permit to the Satisfaction of the Responsible Authority.

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38. 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 detailed construction plan/s and to the satisfaction of the Responsible Authority:
- (a) Roads, including traffic management devices, kerb and channel, footpaths, shared foot/cycle paths 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;
 - (f) Any tree protection fencing; and
 - (g) Lighting of roads and pedestrian/cycle paths designed and provided in accordance with *Australian Standard 1158.1*.
39. Before the issue of a Statement of Compliance under the Subdivision Act 1988 the stormwater drainage must be:
- (a) Constructed in accordance with the stormwater drainage design approved by Council; and
 - (b) Provide a legal point of stormwater discharge for each allotment,
- all to the satisfaction of the responsible authority and any relevant other drainage authority.
40. Prior to the issue of Statement of Compliance, a Maintenance Management Plan must be submitted to and approved by Council where appropriate for all Water Sensitive Urban Design infrastructure (including but not limited to wetlands, sediment basins, retarding basins, swales, bioretention basins, GPT's). The Maintenance Management Plan must include:
- (i) A schedule of assets including both temporary and long-term measures.
 - (j) A maintenance regime for the maintenance period which is the life of the development or 2 years, whichever is greater.
 - (k) A record of the maintenance works undertaken during the maintenance period must be submitted to Council prior to handover.
 - (l) The On-going Council maintenance responsibilities, once Final Completion is issued.
41. Prior to the issue of a Statement of Compliance, each lot in the relevant stage must be drained to the satisfaction of the Responsible Authority.
42. Any temporary drainage works must be installed to the satisfaction of the Responsible Authority before the issue of a Statement of Compliance for the relevant stage.

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43. Prior to the issue of a Statement of Compliance, or such later date as approved in writing by the Responsible Authority, all public open space areas, including, parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and plantation reserves must be landscaped and planted as shown on the approved landscape construction plans, or bonded, to the satisfaction of the Responsible Authority.
44. 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.
45. Before the issue of any Statement of Compliance for a plan of subdivision, or, the final statement of compliance for a plan of subdivision if the land is to be developed in stages, all existing above ground electricity cables of less than 66kv voltage must be placed underground as part of the upgrade of existing roads at the cost of the developer and to the satisfaction of the Responsible Authority and relevant authority.
46. Prior to the issue of a Statement of Compliance, all new electricity supply infrastructure (excluding substations and cables of a voltage 66kv or greater) must be provided underground.
47. Prior to the issue of a Statement of Compliance for the relevant stage, fees must be paid to the Responsible Authority to cover the costs of ten (10) years of maintenance of the traffic signals associated with any signalised intersection with Thompsons Road (i.e. DCP Project IN-53-06), if these signals are to be delivered as part of the approved subdivision. The applicable fee is to be in line with VicRoads “*Standard Requirements — Developer Funded Projects*,” to the satisfaction of the Responsible Authority.
48. Before the issue of a Statement of Compliance for any plan of subdivision, 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.
 - (b) Survey enhanced “as constructed” digital data for all assets that will become the responsibility of Council, in accordance with the relevant current A-Spec specification. These specifications and supporting information are available from www.dspeg.com.au. Council’s preferred format for the submission of the data is “MapInfo Native Format”. A secondary format is “MapInfo MID/MIF”. Grid Coordinates must be MGA Zone 55 (GDA94).
 - (c) Sketches of the details of the permanent survey marks.
49. Unless otherwise agreed by Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that includes a bus stop, bus stops must be constructed, at full cost to the permit holder, as follows:

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- (a) Generally in the location identified by Public Transport Victoria;
- (b) In accordance with the Public Transport Guidelines for Land Use and Development with a concrete hard stand area and access path;
- (c) Be compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002; and
- (d) Be provided with direct and safe pedestrian access to a pedestrian path.

All to the satisfaction of Public Transport Victoria and the responsible authority.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

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

Title Office Plans

52. 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.

Flora and Fauna

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- 53. The salvage and translocation of flora and fauna must be undertaken in the carrying out of works to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.
- 54. The removal, destruction or lopping of native vegetation and scattered trees as shown on Plan 6 – Native Vegetation Retention and Removal in the Cardinia Creek South Precinct Structure Plan must be undertaken in accordance with the ‘Final approval for urban developments in south-eastern growth corridor under the Melbourne urban growth program strategic assessment’ pursuant to Section 146B of the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

Public Open Space & Reserves

- 55. Land required for public open space as a local or district park, as set out in the Cardinia Creek South Precinct Structure Plan or the Cardinia Creek South Infrastructure Contribution Plan, must be transferred to or vested in Council at no cost to Council unless the land is funded by the Cardinia Creek South Infrastructure Contribution Plan.
- 56. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Casey City Council by a registered plan of subdivision at no cost to Council.
- 57. The developer must construct and paint or suitably finish all fences along the common boundary between any tree/plantation reserves and the abutting lots to the requirements and satisfaction of the Responsible Authority.
- 58. The landscaping constructed in accordance with the endorsed approved landscape construction plans must be maintained to the satisfaction of the Responsible Authority, for a period of 24 months, (or other period as approved in writing by the Responsible Authority), following the granting of Practical Completion of landscape construction works.
- 59. 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.

Roads and Traffic

- 60. The developer must provide the allocated street number on the kerb in front of each lot. The kerbside numbers must be 100mm white lettering on a black background located on the front of the kerb at the property frontage to the satisfaction of the Responsible Authority.
- 61. Unless otherwise agreed in writing by the Responsible Authority, access to each lot created must be provided via a sealed road.
- 62. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested as ‘road’ in the Roads Corporation (in the case of land for arterial roads under the Road Management Act 2004) or in Casey City Council (in the case of other roads) at no cost to the acquiring agency unless funded by the Cardinia Creek South Infrastructure Contribution Plan or unless that land

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is included within a Public Acquisition Overlay in the scheme. For the purpose of this clause road widening includes the widening of the road reserve required to provide right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road to the satisfaction of the Roads Corporation.

Temporary Turning Areas

63. Any temporary turning areas to the land must be constructed in accordance with engineering construction plans approved by the Responsible Authority and maintained to the satisfaction of the Responsible Authority.
64. If the temporary turning area is to be retained after the relevant Statement of Compliance is issued, a bond of sufficient value to cover all reinstatement works must be lodged with the Responsible Authority before the Statement of Compliance is issued.
65. All works undertaken for a temporary turning area must be removed and all affected road pavement, concrete works, nature strips and other land must be reinstated to the satisfaction of the Responsible Authority when the turning area is no longer required.
66. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The sign must be removed after the temporary turning areas are removed.

Environment Management

67. The land must be filled and constructed 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.
68. 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.
69. 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.
70. 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.
71. 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.

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- (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.

72. 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.

Stormwater

- 73. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the Responsible Authority.
- 74. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.

Reticulated Services

- 75. 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.
- 76. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.
- 77. Subject to South East Water agreeing to do so, the developer must enter into an agreement with South East Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source or scheme to all lots and open space reserves within the subdivision.
- 78. 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.

Aboriginal Cultural Heritage

- 79. The recommendations within approved Cultural Heritage Management Plan No. 12430 as approved by Aboriginal Affairs Victoria on 29th January, 2016 or any subsequent approved Plan, must be undertaken, prior to and during the construction of the subdivision hereby approved.

Substation / Kiosk Sites

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

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Referral Authority Conditions

81. **APA Group** conditions require:

- (a) Easements in favor of “Australian Gas Networks (VIC) Pty Ltd” must be created on the plan to the satisfaction of APT.
- (b) 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.

82. **AusNet Electrical Services Pty Ltd** conditions require:

- (a) The Plan of Subdivision submitted for certification must be referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the Subdivision Act 1988.
- (b) The applicant must –
 - (i) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
 - (ii) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
 - (iii) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
 - (iv) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of “Power Line” in the favour of “AUSNET ELECTRICITY SERVICES PTY LTD” pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land. Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
 - (v) 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.
 - (vi) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
 - (vii) 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

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requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.

- (viii) 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.
- (ix) 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.
- (x) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

83. AusNet Transmission Group conditions require:

- (a) Written agreement to the final plan of subdivision must be obtained from AusNet Transmission Group prior to certification.
- (b) The plan of subdivision must show the AusNet Transmission Group easement fully dimensioned on all affected lots.
- (c) The position of the easement must be adjusted where necessary to accord with the position of the existing transmission lines as determined by survey.
- (d) Approval must be obtained from AusNet Transmission Group as to the position of lot boundaries within the easement. Lot boundaries must have a minimum clearance of 10 metres from the nearest tower steelwork.
- (e) Approval must be obtained from AusNet Transmission Group as to the position and/or suitability of any roads that are proposed within the AusNet Transmission Group easement.
- (f) Details of proposed road construction and the installation of services within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.
- (g) Gates must be installed in any new boundary fences that cross the easement to enable access for AusNet Transmission Group vehicles.
- (h) Vehicles and equipment exceeding 3 metres operating height are not permitted on the easement during construction without prior written approval from AusNet Transmission Group.
- (i) All trees and shrubs planted on the easement must not exceed 3 metres maximum mature growth height.

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- (j) Natural ground surface levels on the easement must not be altered by the stockpiling of excavated material or by landscaping without prior written approval from AusNet Transmission Group.
- (k) Details of all future works within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.

84. **Country Fire Authority** conditions require:

Hydrants

- (a) 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:
 - (i) 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.
 - (ii) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note – CFA’s requirements for identification of hydrants are specified in ‘Identification of Street Hydrants for Firefighting Purposes’ available under publications on the CFA web site (www.cfa.vic.gov.au)

Roads

- (b) 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.
 - (i) 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.
 - (ii) Curves must have a minimum inner radius of 10 metres.
 - (iii) Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

85. **Melbourne Water** conditions require:

- (a) Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water’s drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

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- (b) Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. 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.
- (c) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- (d) Prior to endorsement of the Public Infrastructure 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:
 - (i) 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;
 - (ii) That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
 - (iii) 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;
 - (iv) The details of interim arrangements to mitigate risk to other landowners in the catchment prior to ultimate development of the catchment.
- (e) Prior to the endorsement of the Public Infrastructure Plan, Melbourne Water requires consultation into the delivery and staging of Development Services Scheme assets.
- (f) Prior to the Certification of any Plan of Subdivision associated with the application, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
- (g) Prior to endorsement of the Estate Subdivision and Staging Plan and prior to Certification of any Plan of Subdivision associated with the application, the drainage reserve allocation must be in accordance with the Cardinia Creek South Precinct Structure Plan unless otherwise agreed in writing by Melbourne Water.
- (h) Prior to endorsement of the Estate Subdivision and Staging Plan and prior to Certification of any Plan of Subdivision associated with the application Active edge treatment is required adjacent to the Melbourne Water waterway reserve. This includes any medium density sites as outlined in the Precinct Structure Plan. There are to be no lots directly abutting the waterway reserve.
- (i) Prior to Certification of any Plan of Subdivision associated with the application any interim treatment assets to be located external to precinct 1, must have in place a mechanism by which this area is to be appropriately identified for this purpose until the ultimate assets

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are finalised, to the satisfaction of Melbourne Water and Casey City Council.

- (j) Development must not increase flood levels on any other properties. Prior to endorsement of the Estate Subdivision Plan and prior to Certification of any Plan of Subdivision associated with the application an interim strategy is to be submitted to and accepted by Melbourne Water and Council which demonstrates that filling on site will be appropriately managed until the ultimate developed conditions for the whole of catchment. Melbourne Water may require amendments to the Estate layout for endorsement to reflect the accepted approach.
- (k) Prior to the Certification of any Plan of Subdivision associated with the application a functional design of works on any Development Services Scheme asset to be constructed in association with this permit must be submitted by application to Melbourne Water.
- (l) 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'.
- (m) 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.
- (n) 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 underground drainage asset and 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, wetland and floodplain.
- (o) 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.
- (p) Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- (q) The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Prior to commencement of works documentation must be submitted to demonstrate that the subdivision is appropriately catering for overland flows from the upstream catchment under current and future development scenarios.
- (r) 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.
- (s) Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.

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- (t) Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Temporary assets must be constructed, maintained and remediated at the cost of the Owner.
- (u) 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.
- (v) Prior to the issue of a Statement of Compliance for any Plan of Subdivision associated with this application, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.

86. **South East Water** conditions require:

Potable Water

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

Recycled Water

- (b) 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.

Sewer

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

General Conditions

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

87. **Transport for Victoria** conditions require:

- (a) Prior to the issue of a Statement of Compliance for the stage of subdivision constructing Smiths Lane abutting the potential non-government school site a pair of indented bus stops with concrete pads must be constructed (Disability Discrimination Act compliant) to the satisfaction of Public Transport Victoria at the full cost to the permit holder.

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- (b) Any roundabouts constructed on roads designated a future public transport route within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of the Head, Transport for Victoria. The use of speed humps, raised platforms, one-way road narrowing and 'weave points' must not be constructed on any portion of a road identified as a potential bus route.

88. VicRoads conditions require:

- (a) Unless otherwise agreed in writing by the Roads Corporation (VicRoads), before the certification of the plan of subdivision under the Subdivision Act 1988 by the Responsible Authority, the following must be submitted and approved to the satisfaction of VicRoads:
 - (i) Functional layout plan and traffic signal plan for the signalised intersection (IN-53-06) at the Thompson Road/Smiths Lane intersection as per the Clyde DCP.
- (b) Unless otherwise agreed in writing by VicRoads, prior to the issue of a Statement of Compliance for the relevant stage, the signalised treatment IN-53-06 as per the Clyde DCP, must be constructed to the satisfaction of and at no cost to VicRoads in accordance within VicRoads' approved functional layout plans.

Permit Expiry

89. This permit will expire if:

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

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two 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.

The Responsible Authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within six months after the expiry date.

NOTES:

- **Aboriginal Cultural Heritage:**
 - The applicant must comply with the requirements of the *Aboriginal Heritage Act 2006* at all times during the construction hereby approved,
- **AusNet Electrical Services:**
 - It is recommended that, at an early date the applicant commences negotiations with AUSNET ELECTRICITY SERVICES PTY LTD for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with

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the conditions to be issued).

Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

- **AusNet Transmission Group:**

- It should be noted there are restrictions on development within the AusNet Transmission Group easement including roads, buildings, structures, earthworks, services and trees, and that vehicle access is required by AusNet Transmission Group at all times.
- Details of any proposed use of the AusNet Transmission Group easement must be submitted to and approved by AusNet Transmission Group before work is commenced on site. Information brochures are available from AusNet Transmission Group on request.

- **City of Casey Council:**

- The Site EMP Kit is available on the City of Casey's website, www.casey.vic.gov.au

- **Department of Environment, Land, Water and Planning:**

- On 5 September 2013 and 11 September 2014, approvals under Part 10 of the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) were granted. The approvals apply to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013).
- The Commonwealth approvals have effect until 31 December 2060. The approvals are subject to conditions specified at Annexure 1 of the approvals. Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required.

- **South East Water:**

- The owner of the subject land is required to obtain a 'Notice of Agreement' from South East Water. All requirements must be fulfilled to its satisfaction prior to South East Water consenting to the issuing of a Statement of Compliance.
- AGREEMENT OPTIONS: The following South East Water agreement options are available:
 - 1) Application to enter into a Development Agreement-Works – If South East Water reticulated sewer/water/recycled water (as applicable) is required to be extended to service lots within the development
 - 2) Application For Notice of Agreement Subdivision-Non Works – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the

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development and the owner only requires Statement of Compliance to release the titles (i.e. subdivision prior to building)

- 3) Plumbing Industrial, Commercial, Units & Private Water application – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner wishes to commence construction of the building/s (i.e. building prior to subdivision)

To lodge an application please visit our website: www.southeastwater.com.au.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

Applicant's Name & Address: Mirvac Victoria Pty Ltd
C/- Echelon Planning Pty Ltd
3 Prentice St
BRUNSWICK VIC 3056

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.

Digitally Signed by slorenzo
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AMENDED PLANNING PERMIT

Permit No. PInA00824/19
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

70S Smiths Lane CLYDE NORTH VIC 3978 Lot B PS 826172P

THE PERMIT ALLOWS:

Multi Lot Subdivision in Stages, Creation of Restrictions and Buildings and Works within a Land Subject to Inundation Overlay

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-103 and Notes (Inclusive)

Subdivision Master Plan

1. Prior to the certification of the first plan of subdivision, an amended subdivision layout plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must be generally in accordance with the Subdivision Master Plan prepared by Tract Precinct 2 – Master Plan (Ref: 0316-0434-06-D001, Revision 18, Dated 22/01/2020, Sheet 1 of 1) submitted with the application but modified to show:
 - (a) The Stage Sequencing table to include all ‘Superlot Stages’ proposed.
 - (b) All Medium Density Super Lots either:
 - (i) Identified as being subdivided and nominated as SLHC Type A or Type B with lot numbers and dimensions illustrated; or
 - (ii) The ‘indicative subdivision lines’ removed and these lots maintained as ‘Medium Density Super Lots’.
 - (c) Lots 2001 and 2012 identified as having their vehicle crossovers located abutting their eastern property boundary.
 - (d) Lots 739 and 740 identified as having their vehicle crossovers located abutting their western property boundary.
 - (e) The walkable catchment clearly nominated on the master plan.
 - (f) The Access Street Level 2 road abutting the northern and eastern boundary of the Stage 7C Drainage Reserve increased to 20 metres in width in line with Cross-Section 2 in the Cardinia Creek South PSP unless demonstrated that a boulevard landscape treatment abutting the shared path is achieved to Council’s Satisfaction.
 - (g) The SR-01 Sports Reserve identified as having a minimum area of 11.01 hectares.

AMENDED PLANNING PERMIT

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- (h) The road abutting the government school site nominated as Stage 6A (as identified in Planning Permit PlnA00038/19) with this stage nominated as only being required to be constructed as part of PlnA00038/19 in the event that the Department of Education (or similar State Authority) acquires the 'government school site'.
- (i) An equestrian trail identified along the Cardinia Creek Conservation Reserve as per *Plan 8 – Public Transport and Path Network* of the Cardinia Creek South PSP.
- (j) The bridge crossing the Cardinia Creek (ICP Project BR-01) illustrated on the master plan with a notation stating to be delivered by others in the future.
- (k) The following notations included on the plans:
 - (i) All shared paths are to be provided with dedicated priority crossings at all Local Streets.
 - (ii) Road Connections (Manton Road within the Precinct 1 Permit Area of PlnA00038/19 and Alexander Boulevard within the Precinct 2 Permit Area of PlnA00824/19) between the Mirvac Smiths Lane Estate and the Moremac Property Group Smiths Park Estate to the north of the site are to be constructed in accordance with relevant conditions of this permit.
 - (iii) All utility service substation / kiosk sites may only be located on land identified as public open space or to be used for any Municipal purpose subject to the approval of an Open Space Landscape Master Plan for the respective reserve under Condition 3 of Planning Permit PlnA00824/19. As part of this process, advice from AusNet Services is required confirming that the electrical substation is not required to be enclosed by a fence with a suitable landscape outcome also required to be demonstrated to the satisfaction of Council. For the avoidance of doubt, if this matter is not resolved through the approval of an Open Space Landscape Master Plan, the substation is to be relocated outside of the Local Park to the satisfaction of Council. The developer of the land acknowledges the risks associated with proceeding with this scenario and acknowledges that the substation may require relocation in the future.

Public Infrastructure Plan

- 2. Prior to the certification of the first plan of subdivision or at such other time which is agreed by responsible authority, a Public Infrastructure Plan must be submitted addressing the following to the satisfaction of the responsible authority and the Development Agency. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must address the following:
 - (a) The following specific changes illustrated unless otherwise agreed:
 - (i) All of the works external to the subject site to be delivered by the developer as generally illustrated the Public Infrastructure Plan (Plan Reference: Public Infrastructure Plan Precinct 1 & External Works [Smiths Lane by Mirvac], Proj No: 2194 181119 PIP-V4 & PIPEXT, Various dates and revisions) prepared by Echelon

AMENDED PLANNING PERMIT

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Planning scheme Casey Planning Scheme
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Planning and endorsed to PInA00038/19.

- (ii) The east-west Access Street Level 2 which forms part of Stage 1, Stage 2, Stage 3 and Stage 4 of Planning Permit PInA00038/19 which provides sealed road access to Stage 7 of this permit.
- (iii) Include a notation identifying a future Public Open Space to be provided adjoining the Cardinia Creek Conservation Reserve generally south of Stage 19 with the timing nominated as being delivered in Precinct 3 of the Smiths Lane Estate.
- (iv) The road immediately abutting the government school site nominated as Stage 6A in Planning Permit PInA00038/19 with this stage nominated as only being required to be constructed as part of PInA00038/19 in the event that the Department of Education (or similar State Authority) acquires the 'government school site'.
- (v) All temporary drainage assets on the site or on adjoining site, timing for delivery and timing for removal of temporary assets.
- (vi) Timing for ultimate drainage assets.
- (b) The identification of all Inner Public Purpose Land which is required for any infrastructure project set out in the Cardinia Creek South Infrastructure Contributions Plan applying to the land;
- (c) For the purpose of section 46GV(3)(b) of the Planning and Environment Act 1987, if a time other than those set out in the section 46GV(3) (a) is proposed, the alternative time by which each parcel of Inner Public Purpose Land must be set aside on a plan under the Subdivision Act 1988.
- (d) What other land may be affected or required for the provision of infrastructure works.
- (e) The provision staging and timing of stormwater drainage works;
- (f) The provision staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment.
- (g) The landscaping of any land.
- (h) What, if any, infrastructure set out in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided in part of full satisfaction of the monetary component of an infrastructure contribution payable by the applicant under section 46GV(3) of the Planning and Environment Act 1987 subject to the consent of the collecting agency;
- (i) What, if any, infrastructure set out in the Precinct Infrastructure Plan in Appendix A of the Cardinia Creek South Precinct Structure Plan that is not funded in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided;
- (j) The provision of public open space which is not Inner Public Purpose Land; and
- (k) Include the following notation:

AMENDED PLANNING PERMIT

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- (i) The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Contributions Plan, will approve a proposal to carry out any infrastructure projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out infrastructure projects as a works in kind project is required.
- (l) Any other relevant matter related to the provision of infrastructure reasonably required by the responsible authority.

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

Street Tree Landscape Master Plan

- 3. Prior to the certification of the first plan of subdivision (unless otherwise agreed to by Council), a Street Tree Master Plan for the permit area 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 plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions submitted electronically as a PDF. The plan must show unless otherwise agreed:
 - (a) Vegetation that is approved to be removed / retained. Retention of vegetation is subject to assessment and approval by Council's Arborist;
 - (b) Buildings and trees (including botanical names) on neighbouring properties where impacted on by the proposed subdivision;
 - (c) The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation;
 - (d) The general layout of street tree plantings including the proposed tree species which must be selected to be consistent with the following principles/outcomes:
 - (i) A diverse and future climate suitable range of species that will achieve a long-term green asset 50+ years, with canopy cover of at least 30 percent (to be demonstrated graphically on plan to scale).
 - (ii) Species nominated must not generally be greater than 30% from a particular botanical Family, greater than 20% from a particular botanical Genus, and no greater than 10% for a particular botanical Species, within the development.
 - (iii) Mature tree sizes generally in accordance with road cross sections nominated in the relevant PSP prepared by the Victorian Planning Authority.
 - (iv) Preference for the provision of Deciduous tree species on East/West aligned streets, & Evergreen tree species on North/South aligned streets.
 - (v) Planting of trees in vicinity of shared user paths that will provide a minimum of 50% shade cover to the shared paths at tree maturity.

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- (e) The indicative location of paths and trails as per both the relevant PSPs and approved subdivision master plan;
- (f) The location of fencing including tree, walkway and vehicle exclusion fencing;
- (g) Indicative road reserve cross-sections with street tree planting illustrated;
- (h) Consistency of streetscape planting where streets continue from adjoining developments into the subject site. Note: It is the developer's responsibility to liaise with adjoining developer(s) to ensure planting consistency.

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

Open Space Landscape Master Plan

4. Prior to the certification of the plan of subdivision for a stage which creates an open space reserve (unless otherwise agreed to by Council), an open space landscape master plan for the respective reserve 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 plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically in PDF. The plan must show unless otherwise agreed:
- (a) Vegetation that is approved to be retained, removed and/or lopped. Retention of vegetation is subject to assessment and approval by Council's Arborist;
 - (b) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the open space reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting
 - (f) The proposed location of structures and furniture items.
 - (g) The proposed location of paths, trails and any other pavement areas.
 - (h) The proposed location of playgrounds including a list of proposed play elements and age groups of play.
 - (i) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.
 - (j) Retention of existing vegetation within public open space is at the discretion of Council and is subject to provision of appropriate arboricultural assessment / reporting and inspection.

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- (k) Provision of appropriate understorey planting, to achieve a target of 50% ground coverage at maturity, underneath canopy trees, (note lawn is not considered as understorey planting), within open space reserves that utilises sustainable species, provides for connectivity for fauna, assists in mitigation of urban “heat island” impacts, and is designed in accordance with Safety by Design & WSUD Principles, to the satisfaction of the Responsible Authority.
- (l) The greening of easements where possible, utilising appropriate sustainable species which are compliant with requirements of and to the approval of the vested Easement Authority and the Responsible Authority.

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

Drainage and Wetland Reserve Landscape Master Plan

- 5. Prior to the certification of the plan of subdivision for a stage which creates a drainage corridor or wetland area (unless otherwise agreed to by Council), a Landscape Master Plan for the entire drainage / wetland area prepared by a person suitably qualified or experienced in landscape design to the satisfaction of Melbourne Water and the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must show unless otherwise agreed:
 - (a) Vegetation that is approved to be retained, removed and/or lopped.
 - (b) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - (c) Site contours, 1:10 & 1:100 flood levels, and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (d) The area and dimensions of the drainage and wetland reserve.
 - (e) The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting.
 - (f) The proposed location of structures and furniture items.
 - (g) The proposed location of paths, trails and any other pavement areas including built edge / urban edge treatments including indicative cross-sections.
 - (h) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.

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

The master plan must incorporate all land forming part of the wetland / drainage reserve as well as consider immediately adjoining land.

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Cardinia Creek Conservation Reserve Landscape Master Plan

6. Prior to the certification of the plan of subdivision for a stage which creates the Cardinia Creek Conservation Reserve (unless otherwise agreed to by Council and DELWP), a Landscape Master Plan for the entire Cardinia Creek Conservation Reserve abutting the subject site prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority, the Department of Environment, Land, Water and Planning and Melbourne Water must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must show (unless otherwise agreed by Council, DELWP and Melbourne Water):
- (a) The plan must be generally in accordance with Plan 6 – Native Vegetation Retention and Removal and Figure 6: Concept Plan – Conservation Area 36 (Cardinia Creek Corridor) of the Cardinia Creek South PSP.
 - (b) Outline the Public Open Space area adjoining the Cardinia Creek Conservation Area 36 to be embellished with suitable infrastructure designated by Council and illustrating how these two spaces integrate with one another.
 - (c) Location of any areas of Aboriginal Cultural Heritage Sensitivity.
 - (d) Illustration of the location of the required shared path and equestrian trail along the Cardinia Creek Conservation Reserve.
 - (e) Any temporary vegetation protection fencing.
 - (f) Any permanent fencing.
 - (g) Any other embellishments to the conservation reserve corridor including but not limited to landscaping, seating, signage etc.
 - (h) A survey (including location, size and botanical name) of all existing vegetation on the land.
 - (i) Any vegetation that to be retained and identification of any habitat zones required to be retained and protected.
 - (j) Distinction between those works to be undertaken by the land owner / developer and DELWP / Melbourne Water.
 - (k) The general location of the future pedestrian / bicycle / equestrian bridge over the Cardinia Creek with a notation confirming delivery by others;
 - (l) Any other embellishments required by DELWP and Melbourne Water.

The Cardinia Creek Corridor master plan must be accompanied by letters from Melbourne Water and the Department of Environment, Land, Water and Planning identifying that the plan is to their satisfaction.

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

Transmission Easement Landscape Master Plan

- 6A. Prior to the certification of the plan of subdivision for any stage which includes the Transmission Easement (unless otherwise agreed to by Council), a Landscape Master Plan for the entire Transmission Easement forming part of the subject site prepared by a person suitably qualified or experienced in design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must show:
- (a) Site contours, 1;10 & 1:100 flood levels, and any proposed changes to existing levels including any structural elements such as retaining walls.
 - (b) The area and dimensions of drainage and wetland reserve(s).
 - (c) A suitable landscape and recreational outcome which responds to Figure 5 – Utilities Easement Concept of the Cardinia Creek South Precinct Structure Plan.
 - (d) The location and design of future drainage assets as identified in the Cardinia Creek South Precinct Structure Plan.
 - (e) Addresses Requirements R101, R102 and R105 of the Cardinia Creek South Precinct Structure Plan.
 - (f) Identifies the approximate location of water tapping, potable and recycled water connection points to be provided to the Transmission Easement.
 - (g) The general layout of any proposed plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting.
 - (h) The proposed location of structures and furniture items.
 - (i) The proposed location of paths, trails and any other pavement areas including built edge / urban edge treatments including indicative cross sections.
 - (j) The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.
 - (k) Cross-sections for the road abutting the transmission easement adjacent Wetland E to Manton Road. The cross-section should be extended as required to show how the shared path and landscaping in the transmission easement interface with the road and Wetland E.
 - (l) Any infrastructure associated with the equestrian trails and crossings.

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All species selected must be to the satisfaction of the Responsible Authority. The Transmission Easement Landscape Master Plan must be accompanied by letters from Ausnet Transmission Group and Melbourne Water that the plan is to their satisfaction.

Stormwater Management Plan

7. Prior to certification of the plan of subdivision, a Stormwater Management Plan must be submitted to and approved by the Responsible Authority. The strategy must include:
- (a) Catchment characteristics including a catchment plan showing the subject site and any contributing upstream catchments
 - (b) Stormwater management requirements outlining the legislative requirements for managing stormwater at the site
 - (c) Stormwater Quantity Analysis including a functional layout plan showing the proposed alignment of drainage infrastructure that will convey the 20 percent annual exceedance probability (AEP) flows and the designated overland flow paths that will convey the 1 percent AEP gap flows
 - (d) Calculations showing that any road or access way intended to act as an overland flow path satisfies the floodway safety criteria
 - (e) Stormwater Quality treatment outlining how water quality targets will be met
 - (f) Any outfall arrangements or staging of infrastructure to support the development
 - (g) Details on how stormwater from the site will be managed with temporary treatment prior to the ultimate infrastructure being completed.

The stormwater drainage system on the site must be designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999).

Stormwater must be managed so that stormwater runoff exiting the land meets the State Environmental Protection Policy Schedule F8 water quality targets for Western Port.

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

Integrated Water Management Plan

8. Prior to certification of the first plan of subdivision (unless otherwise agreed to by Council), an Integrated Water Management Plan for the whole of the estate prepared by a person suitably qualified or experienced consultant must be submitted to and approved by the Responsible Authority. When approved, the IWMP will be endorsed and will then form part of the permit. The IWMP must be in accordance with Clause 56.01-2 and Clause 56.07 and include the following:

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- (a) The plan must consider all aspect of the water cycle by addressing the following principles:
 - (i) Safe, secure and affordable supplies in an uncertain future.
 - (ii) Effective and affordable wastewater systems.
 - (iii) Opportunities are sought to manage existing and future flood risks and impacts.
 - (iv) Healthy and valued waterways and marine environments.
 - (v) Healthy and valued urban, rural, agricultural and green landscapes.
 - (vi) Community values are reflected in place based planning.
 - (vii) Jobs, economic growth and innovation.
- (b) Consideration of a requirement that each new dwelling is to install a minimum 3000 litre rainwater tank. The tank must be connected to supply water to all toilets and the laundry within the dwellings to the satisfaction of the Responsible Authority.
- (c) Consideration of the provision of a stormwater harvesting system to be used for irrigation of active and passive open space areas.
- (d) Identification of any other initiative proposed by the developer for the overall estate (i.e. passive irrigation of street trees).
- (e) Details including clearly documenting the works required to achieve any proposed water management initiatives (i.e. passive street tree irrigation system to be documented through the civil engineering plans to be approved by Council).

Bulk Earthworks

- 9. Prior to commencement of any works on site, a suitable earthworks plan for the permit area must be submitted to and approved by Council. The plans must show:
 - (a) The subdivision layout generally in accordance with Condition 1 of this permit.
 - (b) The outline of the area where works are proposed to be conducted (no detail of the works to actually be shown).
 - (c) The extent of proposed cut / fill throughout the site at 250mm intervals.
 - (d) Suitable levels / contours of finished surface levels to Australian Height Datum.
 - (e) Details of any batters within the subject site or consents from adjoining property owners to batter into adjoining properties.
 - (f) The location of any temporary stockpiling.
 - (g) Suitable tapering of the land to the property boundaries and the Transmission Easement

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/ Conservation Reserve (or consent from the relevant authority)

- (h) Suitable cross-sections throughout; and
 - (i) Documentation confirming how drainage will be managed as part of the cutting / filling operations.
 - (j) A notation stating that this plan does not constitute engineering approval for civil infrastructure and that approval of details engineering plans is required prior to the installation of any civil infrastructure.
10. Before any works for bulk earthworks (cutting / filling) start:
- (a) Any site remediation works required by this permit must be conducted to the satisfaction of Council.
 - (b) A Site EMP for bulk earthworks (filling) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority in accordance with the relevant conditions of this permit. The Site EMP for bulk earthworks (filling) must consider temporary drainage arrangements to ensure there is no adverse impact on neighbouring properties as a result of the bulk earthworks (filling) prior to the carrying out of works for the ultimate drainage infrastructure under the permit.
11. While bulk earthworks (cutting / filling) are occurring on site, the following conditions must be complied with to the satisfaction of the Responsible Authority:
- (a) Civil infrastructure which requires approval of detailed engineering plans by Council and / or supervision by Council contractors must not be installed without the written consent of the Responsible Authority.
 - (b) The proposed cut and fill works on this property must not impede the natural flow of water through any existing watercourses where such a blockage would create any additional flooding that will be detrimental to the properties surrounding this site or deprive any surrounding properties from a reasonable flow of water through the watercourse. Stormwater must continue to flow through the site.
 - (c) Conditions 57, 80, 81, 82, 83, 84 and 85 of this permit.

Miscellaneous

- 12. The subdivision master plan and any other documentation endorsed to form part of the permit must not be altered or modified without the prior written consent of the Responsible Authority.
- 13. The subdivision must proceed in the order of stages shown on the endorsed Subdivision Master Plan unless otherwise agreed in writing by the Responsible Authority.

Small Lot Housing Code

- 14. Prior to the certification of the Plan of Subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the

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lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 72.04 of the Casey Planning Scheme.

15. The plan of subdivision submitted for certification must identify whether Type A or Type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

Section 173 Agreement

16. Prior to the certification of the first plan of subdivision or at such other time which is agreed between Council and the owner, if required by Council 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 the implementation of the Public Infrastructure Plan approved under this permit.

Infrastructure Contributions

17. The Monetary Component and the Land Equalisation Amount of the infrastructure contribution required by the incorporated Cardinia Creek South Infrastructure Contributions Plan must be paid to the Collecting Agency in the manner specified by the Collecting Agency before the earliest of the following:
- (a) If the development of the land involves a plan under the Subdivision Act 1988, then not more than 21 days prior to the issue of a statement of compliance with respect to that relevant plan of subdivision;
 - (b) If the development of the land requires a building permit, then prior to the issue of the building permit -

or at such other time which is set out in an agreement between the Owner and Council in its capacity as responsible authority and collecting agency.

Where the land is to be developed in stages, prior to the issue of a statement of compliance in respect of any stage after the first stage, a schedule of infrastructure contributions must be submitted with each stage of the plan of subdivision. The schedule of infrastructure contributions must show the amount of the infrastructure contributions payable for each future stage and the value of contributions paid for prior stages to the satisfaction of the collecting agency.

18. If the land to which this planning permit applies includes any Inner Public Purpose Land, that Inner Public Purpose Land must be provided:
- (a) in the case of Inner Public Purpose Land required for a road, to the Development Agency responsible for the use and development of the land for the road; and
 - (b) in any other case, to the Collecting Agency –
by
 - (c) setting aside on a plan under the Subdivision Act 1988 the Inner Public Purpose Land required for a road so as to vest in the Development Agency responsible for the use and

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development of that land as a road; and

- (d) setting aside on a plan under the Subdivision Act 1988 any other Inner Public Purpose Land so as to vest in the Collecting Agency.

19. The plan referred to in Condition 18 above must be lodged for registration under Section 22 of the Subdivision Act 1988 within the time specified in the endorsed Public Infrastructure Plan or at a time agreed between the Owner of the land, the responsible authority and the collecting agency.

Actions Prior to Works and/or Certification

20. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the Responsible Authority, building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the Responsible Authority for approval for lots of between 250 square metres and 500 square metres where the Small Lot Housing Code is not applied, all to the satisfaction of the Responsible Authority. Once approved the plans will be endorsed and form part of the permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the permit as relevant, and must show:
- (a) At least a 4 metre front setback to all lots, unless otherwise agreed to by Council.
 - (b) At least a 1 metre offset from any boundary abutting a reserve.
 - (c) At least a 2 metre offset from any boundary abutting a side street.
 - (d) A Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.
21. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the Responsible Authority, any restrictions on the plan of subdivision including relevant "Design Guidelines" and / or Memorandum of Common Provisions must be submitted to the Responsible Authority for approval and applied to all lots to the satisfaction of the Responsible Authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The Restrictions / Design Guidelines / Memorandum of Common Provisions must include (unless otherwise agreed to by Council or unless the Small Lot Housing Code is to apply):
- (a) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the dwelling is to be two or more storeys or as otherwise agreed in exceptional circumstances.
 - (b) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage.
 - (c) Differentiation of fencing restrictions for corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.

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- (d) A consent mechanism with respect to building outside of a building envelope with the written consent of the Responsible Authority.
 - (e) A requirement / restriction which requires each dwelling on each lot (or as otherwise agreed to in the approved Integrated Water Management Plan) to be provided with a minimum 3000 litre rainwater tank which is connected to all toilets and the laundry within the dwelling.
 - (f) A requirement / restriction which requires the planting of a minimum one suitably sized canopy tree within the front of each dwelling / lot.
 - (g) Expiry clauses to all restrictions.
22. Unless with the written consent of the Responsible Authority, prior to the certification of the first plan of subdivision, the following works must have been completed:
- (a) Thompsons Road west of DCP Project IN-53-06 to the existing sealed section of Thompsons Road (east of its intersection with Bells Road), identified in part as DCP Project RD-53-01B in the Clyde Development Contributions Plan (and inclusive of bridge / culvert works identified as BR-53-04) must have reached a stage of practical completion to urban standards and provide a sealed road connection to Smiths Lane to the satisfaction of the Responsible Authority and VicRoads.
 - (b) The Thompsons Road / North-South Connector (East of Bells Road {Smiths Lane}) intersection, identified as DCP Project IN-53-06 in the Clyde Development Contributions Plan, must have reached a stage of practical completion to the satisfaction of the Responsible Authority and VicRoads.
 - (c) Smiths Lane from DCP Project IN-53-06 in the Clyde Development Contributions Plan to the south-west corner of the subject site and inclusive of access to Lot A on PS826172P, must have reached a stage of practical completion to the satisfaction of the Responsible Authority.
 - (d) The east-west Access Street Level 2 contained within Stage 1, Stage 2, Stage 3 and Stage 4 of Planning Permit PInA00038/19 which provides sealed road access to Stage 7 of this permit.
23. Prior to certification of a plan of subdivision or the commencement of buildings or works within 30 metres of land shown as a conservation area in the *Cardinia Creek South PSP*, an Environmental Management Plan for the relevant works or subdivision must be approved to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning and responsible authority, unless otherwise agreed by the Secretary to the Department of Environment, Land, Water and Planning and responsible authority.
24. Before any plan of subdivision is certified under the *Subdivision Act* 1988, for each stage of the subdivision, a schedule of lots created and housing densities, must be submitted to Council showing the number of lots created in the stage together with cumulative totals of any lots created and housing densities in earlier stages of the subdivision, to the satisfaction of the Responsible Authority.
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25. Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.
26. Prior to the certification of the relevant plan of subdivision, streets must be named to the satisfaction of the Responsible Authority.
27. Prior to the certification of any plan of subdivision, the plan must be referred to the following authorities (as relevant) under Section 8 of the *Subdivision Act 1988*:
 - (a) APA Group (APT O&M Services Pty Ltd);
 - (b) AusNet Transmission Group;
 - (c) AusNet Electricity Services Pty Ltd;
 - (d) Country Fire Authority;
 - (e) Melbourne Water;
 - (f) Department of Transport;
 - (g) South East Water; and
 - (h) VicRoads / Department of Transport.

Certification Plans

28. 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) The creation of restrictions to accord with those identified on plans / documents endorsed to the permit.
 - (c) Unless otherwise agreed in writing by the responsible authority, road reserve and court head dimensions in accordance with the Growth Area Authorities standard drawings.
 - (d) Any land required to be set aside for the purpose of road widening and to be vested in Council in accordance with any relevant condition of this permit.
 - (e) Any tree reserves to be vested with the City of Casey.
 - (f) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

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Functional Layout Plans

29. Prior to the certification of Stage 15 (unless otherwise agreed by Council), a Functional Layout Plan of Alexander Boulevard from the northern boundary of Stage 8 to the northern boundary of the overall subject site including ICP Project IN-06 must be submitted to and approved by the Responsible Authority, AusNet Transmission Group and Department of Transport. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The functional layout plans must include all details as prescribed in *EDCM 'Section 5.5. FLP Submission content'* including but not limited to the following (unless otherwise agreed to by Council) and to the Satisfaction of Council:
- (a) The alignment of Alexander Boulevard and Intersection Design for ICP Project IN-06.
 - (b) Includes suitable dimensions, line markings, corner splays and other details typically illustrated in a functional layout plan.
 - (c) Includes a pedestrian and equestrian crossing with signals facilitating safe crossing over Alexander Boulevard.
 - (d) Includes a swept path analysis for the largest design and check vehicle buses at all changes in direction.
 - (e) Illustrates any access arrangements to the residential land located to the east and west sides of Alexander Boulevard.
 - (f) Includes a Road Safety Audit and incorporates any recommendations of the Road Safety Audit for the alignment and intersection are to be incorporated into the FLP.
 - (g) If the design of intersection project IN-06 incorporates layout changes to the adjoining Smiths Park Estate, written confirmation from the adjoining land owner / developer is required to be provided as part of the submission.
 - (h) Any other element required by the Responsible Authority.
30. Prior to the certification of Stage 7D (unless otherwise agreed by Council), a Functional Layout Plan for Alexander Boulevard (i.e. future Town Centre Main Street) from IN-08 to Hardys Road including a design for the Hardys Road / Alexander Boulevard intersection must be submitted to and approved by the Responsible Authority. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The functional layout plans must include all details as prescribed in *EDCM 'Section 5.5. FLP Submission content'* including but not limited to the following (unless otherwise agreed to by Council) and to the Satisfaction of Council:
- (a) The Main Street must be designed to be pedestrian friendly and reduce vehicle speeds.
 - (b) Includes suitable dimensions, line markings, corner splays and other details typically illustrated in a functional layout plan.
 - (c) Includes suitable pedestrian crossing points between the east and west sides of the Main Street,

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- (d) Include a suitable intersection design for the intersection of Hardys Road and Alexander Boulevard.
 - (e) Includes a swept path analysis for the largest design and check vehicle at all changes in direction.
 - (f) Includes a Road Safety Audit and incorporates any recommendations of the Road Safety Audit for the alignment and intersection are to be incorporated into the FLP.
 - (g) Any other element required by the Responsible Authority.
31. Engineering Functional Layout Plans must be drawn to scale with dimensions and submitted electronically as a PDF and in AutoCAD. The functional layout plans must include all details as prescribed in EDCM 'Section 5.5. FLP Submission content' unless otherwise agreed to by Council) and to the Satisfaction of Council:
32. Prior to the submission of engineering plans, a drainage functional layout plan for the development must be submitted to and approved by the Responsible Authority. The plan must be in accordance with the Surface/Stormwater Management Strategy, 110 Smiths Lane Precinct 2, Clyde dated October, 2019 prepared by Alluvium. The plan must show the provision for management of the minor and major 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. 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. The floor level of each new lot/dwelling must be in accordance with the requirements of the Responsible Authority.
33. Before the development starts, engineering plans and drainage calculations must be submitted to and approved by the Responsible Authority. The plans must be in accordance with the approved functional drainage layout plan and include the provision of sufficient on-site stormwater detention to limit the rate of stormwater discharge to the predevelopment rate to the satisfaction of the Responsible Authority. The plans must be in accordance with the approved functional drainage layout plan and include the provision of a gross pollutant trap (GPT) prior to any piped discharge to the Council or Melbourne Water waterway. The drainage computations must be calculated in accordance with the guidance provided in Australian Rainfall and Runoff 2016.

Actions Prior to Construction

34. Fourteen (14) days before the development 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.

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

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specified site requirements.

35. Before subdivision, the construction of a building or the construction or carrying out of works on the land starts, offsets for the loss or deemed loss of native vegetation and threatened species habitat must be secured in accordance with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2014) and Habitat compensation under the Biodiversity Conservation Strategy (Department of Environment and Primary Industries, 2013), to the satisfaction of the Secretary to the Department of Environment and Primary Industries
36. Before the commencement of buildings or works within 30 metres of a conservation area shown in the Cardinia Creek South Precinct Structure Plan, the permit holder must erect a vegetation protection fence around any conservation area, patch of native vegetation or scattered tree identified for retention, or vegetation identified for salvage in the *Cardinia Creek South Precinct Structure Plan*. The fence must be:
 - (a) highly visible;
 - (b) at least 2 metres in height;
 - (c) sturdy and strong enough to withstand knocks from construction vehicles;
 - (d) in place for the whole period of construction occurring within 30m of the conservation area, patch of native vegetation or scattered tree;
 - (e) located at a minimum distance from the identified elements in Table 2:
37. During the undertaking of buildings or works, all activities must be excluded from occurring within the protection fencing, unless otherwise agreed to by the Secretary to the Department of Environment, Land, Water and Planning.
38. Construction stockpiles, fill, machinery, vehicle parking, excavation and works or other activities associated with the buildings or works must be designed and constructed to ensure that the conservation area, scattered trees or patches of native vegetation identified for retention in the Precinct Structure Plan are protected from adverse impacts during construction.
39. 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 plan must be drawn to scale with dimensions and submitted electronically as a PDF. 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 relevant road cross-sections in the incorporated Cardinia Creek South Precinct Structure Plan applying to the land but including approximately 30% of local street cross sections (including connector streets) varying from the relevant 'standard' cross section contained within the incorporated Cardinia Creek South PSP including through variations to:
 - (i) traffic management devices;

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- (ii) street tree placement;
- (iii) footpath or carriageway placement;
- (iv) create a boulevard effect;
- (v) carriageway or parking bay pavement; and
- (vi) tree outstand treatments.

For the purposes of this requirement, changes to street tree species between or within streets do not constitute a variation. Alternative cross sections must ensure that:

- (vii) minimum required carriageway dimensions are maintained to ensure safe and efficient operation of emergency vehicles on all streets as well as buses on connector streets with minimal trafficable widths of:
 - 7.3 metres where cars park on both sides;
 - 5.4 metres where cars may park on one (1) side; and,
 - 3.5 metres where no parking, along with 0.5 metre clearance to structures on either side. If this width applies there must be passing bays of at least 20 metres long and 6 metres wide located not more than 200 metres apart, unless otherwise agreed by the Country Fire Authority.
- (viii) the performance characteristics of standard cross sections as they relate to pedestrian and cycle use are maintained.
- (ix) relevant minimum road reserve widths for the type of street as identified in the Cardinia Creek South PSP are maintained, unless otherwise approved by the Responsible Authority.

- (b) Suitable Landscape plans / documentation illustrating how Urban Forrest outcomes are achieved must be submitted at the same time as civil engineering functional layout plans are submitted. Plans provided are to include the following unless otherwise agree:
 - (i) Nature strip widths measured central to the nature strip and length between crossovers measured at the crossover splay
 - (ii) Location of all below ground services and connections to properties
 - (iii) Exact tree location and setback distances to vehicle crossing
 - (iv) Confirmed species and genus for each tree.
 - (v) A design statement that confirms the predicted canopy cover linked to master plan modelling
 - (vi) Setback distances from any above ground infrastructure

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- (vii) Amend cross-sections where necessary to allow for trees
- (viii) Indicate where vehicle crossovers and services can be consolidated
- (ix) A suitable submission (i.e. geotechnical / arborist / landscape) which confirms that the engineering design of the respective stage has considered the potential impacts on infrastructure within the road reserve (e.g. road pavement, footpath, services etc) as a result of the Urban Forest outcomes sought under this permit. Submissions should include any identified impacts and the necessary design requirements to ensure infrastructure within the road reserve (i.e. Root barrier, Trip stop, Structural soils) is not unreasonably impacted.
- (x) Suitable documentation, plans and / or modelling is required to illustrate that street lighting will not be impacted by the placement of trees.

The developer must prioritise the delivery of the urban forest outcomes on all connector roads:

- (xi) Priority to be given to collector roads and designing the collector to prioritise Urban Forest implementation
 - (xii) Commitment to investigate passive irrigation options as part of the IWM requirements
 - (xiii) Developers must adhere to engineering requirements to facilitate a sustainable design e.g. root barriers, trip stop, structural soils etc to Council's satisfaction.
- (c) Traffic management devices;
 - (d) Vehicle exclusion fencing where necessary;
 - (e) Where a detailed construction plan contains a road identified as a bus route within the Cardinia Creek South PSP applying to the land, the cross section of the road must comply with the Cardinia Creek South PSP 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 in accordance with the Cardinia Creek South PSP and the amended subdivision layout plan endorsed under the permit on both sides of each roadway with the exception of the side of a road that abuts a public open space;
 - (i) A vehicular crossing to each lot, except those nominated as a medium density lot or superlot on the endorsed plan, designed in accordance with the Growth Areas Authority Standard Drawings unless otherwise agreed. Unless an alternative treatment is approved by the Responsible Authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 7 metres in width (excluding splays) at the kerb. Crossovers should be:

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- (i) located on the long side of corner sites where roundabout splitter islands will hinder access.
 - (ii) located a minimum of 1 metre from any service facilities.
 - (iii) offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- (j) Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road;
- (k) Drainage systems in accordance with the approved drainage FLP and calculations, including:
- (i) all aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant);
 - (ii) features to prevent litter, sediment and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision;
 - (iii) measures to satisfy 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; and
 - (iv) 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;
 - (v) The Stormwater Harvesting System, as identified in the endorsed Integrated Water Management Plan, including (but not limited to):
 - Irrigation main design
 - Pump and treatment design
 - Updated wetland design with Stormwater Harvesting System
 - Project costs (for ongoing maintenance budgeting)
 - Integration with the Regional Stormwater Harvesting System
 - A maintenance management plan which includes (but is not limited to) details on responsibilities, requirements, frequencies, and costs of maintaining the Stormwater Harvesting System into perpetuity.

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- (l) Permanent survey marks,
- (m) The location of street lighting;
- (n) Any water sensitive urban design features;
- (o) Details of any cut and fill;
- (p) Services located in shared trenches wherever possible,
- (q) Fibre optic conduit network throughout the subdivision;
- (r) All concrete and construction materials used on site must comply with AS 2159-2009 and AS 3600-2009;
- (s) All shared paths / off-road bike paths as required by the Cardinia Creek South PSP and as illustrated on the endorsed subdivision master plan; and
- (t) In locations identified where groundwater will interact with underground infrastructure, engineering plans are to be accompanied by a suitable supplementary hydro-geological assessment which provides advice with respect to the design and installation requirements for all deep sub-surface infrastructure prior to the installation of such infrastructure. The engineering plans are to incorporate any recommendations of the supplementary advice.

The detailed construction plans must include, at the relevant stage as identified on the public infrastructure plan endorsed 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.

Detailed Landscape Construction Plans

40. Before the start of any landscaping works for any stage of the subdivision, unless otherwise agreed by the Responsible Authority, 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. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The landscaping plan must be generally in accordance with the landscape master plan approved under the relevant condition of this permit, except that the plan must show (unless otherwise agreed):
- (a) Existing vegetation that is approved to be retained;
 - (b) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves; Street trees must not be planted within 3 metres of any existing or proposed vehicle crossover unless otherwise agreed.

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- (c) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species;
- (d) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture;
- (e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
- (f) Additional supporting information, such as certified structural designs or building forms;
- (g) A-Spec digital documentation for open space assets must be provided at Practical Completion stage of landscape construction in a format consistent with other conditions of this permit.
- (h) All species selected must be to the satisfaction of the Responsible Authority.

Note: 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.

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

- 41. The developer must notify the Responsible Authority a minimum of seven (7) days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

Engineering Fees

- 42. 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.
- 43. 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.

Growth Areas Infrastructure Contribution

- 44. 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 Victorian 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 endorsed public infrastructure plan.

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Land Management Cooperative Agreement

45. Before the issue of a Statement of Compliance for the last stage of the subdivision, the owner must enter into an agreement with the Secretary to the Department of Environment, Land, Water and Planning under section 69 of the Conservation Forests and Lands Act 1987, which:
- (a) Must provide for the conservation and management of that part of the land shown as a conservation area in the Cardinia Creek South Precinct Structure Plan; and
 - (b) May include any matter that such an agreement may contain under the Conservation Forests and Lands Act 1987.

Makes application to the Registrar of Titles to register the agreement on the title to the land.

Pays the reasonable costs of the Secretary to the Department of Environment, Land, Water and Planning in the preparation, execution and registration of the agreement.

The requirement for a Land Management Co-operative Agreement in this condition does not apply to land or any lot or part of a lot within a conservation area identified in the Cardinia Creek South Precinct Structure Plan that is:

- (c) Identified in the Cardinia Creek South Precinct Structure Plan as public open space and is vested, or will be vested, in the council as a reserve for the purposes of public open space; or
- (d) Identified in the Cardinia Creek South Precinct Structure Plan as a drainage reserve and is vested, or will be vested, in Melbourne Water Corporation or the council as a drainage reserve; or
- (e) The subject of an agreement with the Secretary to the Department of Environment, Land, Water and Planning to transfer or gift that land to:
 - (i) The Secretary to the Department of Environment, Land, Water and Planning;
 - (ii) The Minister for Environment and Climate Change; or
 - (iii) Another statutory authority.

All to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

Actions prior to the issue of a Statement of Compliance

46. Prior to the issue of a Statement of Compliance for the first stage of the subdivision under the Subdivision Act 1988, sealed road access must be available to the site from Thompsons Road to the satisfaction of the Responsible Authority.

This includes the construction of all intersections required under this permit to the Satisfaction of the Responsible Authority.

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47. Prior to the issue of a Statement of Compliance for Stage 22, Manton Road from the Precinct 1 Stage 2 boundary approved under Planning Permit PInA00038/19 to the northern property boundary of the overall subject site must have reached a practical completion to the satisfaction of the responsible authority.
48. Prior to the issue of a Statement of Compliance for Stage 23, Alexander Boulevard from the Precinct 2 Stage 8 boundary approved under this permit to the northern property boundary of the overall subject site (including Intersection IN-06) must have reached a practical completion to the satisfaction of the responsible authority.
- 48A. Unless with the written consent of the responsible authority, prior to issue of a Statement of Compliance of Stage 20, the Stormwater Harvesting System must be delivered in accordance with plans approved and endorsed under this permit and be fully operational, to the satisfaction of the responsible authority and Melbourne Water.
49. 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 detailed construction plan/s and to the satisfaction of the Responsible Authority:
- (a) Roads, including traffic management devices, kerb and channel, footpaths, shared foot/cycle paths and vehicular crossings to each lot;
 - (b) Drainage and any water sensitive urban design features;
 - (c) Fibre optic conduits;
 - (d) Permanent survey marks, upon completion of the civil works these will be levelled to the Australiana Height Datum and coordinate to the Map Grid of Australia.
 - (e) Temporary turnaround areas;
 - (f) Any tree protection fencing; and
 - (g) Lighting of roads and pedestrian/cycle paths designed and provided in accordance with *Australian Standard 1158.1*.
50. Before the issue of a Statement of Compliance under the Subdivision Act 1988 the stormwater drainage must be:
- (a) Constructed in accordance with the stormwater drainage design approved by Council; and
 - (b) Provide a legal point of stormwater discharge for each allotment,
- all to the satisfaction of the responsible authority and any relevant other drainage authority.
51. Prior to the issue of Statement of Compliance, a Maintenance Management Plan must be submitted to and approved by Council where appropriate for all Water Sensitive Urban Design infrastructure (including but not limited to wetlands, sediment basins, retarding basins, swales, bioretention basins, GPT's). The Maintenance Management Plan must include:

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- (a) A schedule of assets including both temporary and long-term measures.
 - (b) A maintenance regime for the maintenance period which is the life of the development or 2 years, whichever is greater.
 - (c) A record of the maintenance works undertaken during the maintenance period must be submitted to Council prior to handover.
 - (d) The On-going Council maintenance responsibilities, once Final Completion is issued.
52. Prior to the issue of a Statement of Compliance, each lot in the relevant stage must be drained to the satisfaction of the Responsible Authority.
53. Any temporary drainage works must be installed to the satisfaction of the Responsible Authority before the issue of a Statement of Compliance for the relevant stage.
54. Prior to the issue of a Statement of Compliance, or such later date as approved in writing by the Responsible Authority, all public open space areas, including, parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and plantation reserves must be landscaped and planted as shown on the approved landscape construction plans, or bonded, to the satisfaction of the Responsible Authority.
55. Prior to the issue of a Statement of Compliance for the relevant stage, the plan of subdivision must identify all land required for community facilities, public open space or road widening (including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road) must be identified as being transferred to or vested in the relevant public agency with any designation (e.g. road, reserve or lot) nominated by the relevant agency.
- The costs associated with effecting the transfer or vesting of land required for community facilities, public open space or road widening (including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road) must be borne by the permit holder.
56. Prior to the issue of a Statement of Compliance for any plan of subdivision under this permit that creates the future Active Open Space identified as ICP Project SR-01 in the Cardinia Creek South Infrastructure Contributions Plan, the owner must re-grade, top dress, landscape and otherwise embellish the land to the satisfaction of the Responsible Authority including the following works as directed by the Responsible Authority (unless otherwise agreed):
- (a) Removal of all vegetation as directed by the Responsible Authority.
 - (b) Removal of all existing disused structures, foundations, pipelines or stockpiles.
 - (c) Cleared of rubbish and environmental weeds, levelled, top soiled and grassed with warm climate grass (unless a conservation reserve).
 - (d) Provision of water tapping.
 - (e) Provision of planting and park furniture as identified on the approved landscape construction plans.
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- (f) Vehicle exclusion devices (fence or other suitable method) with controlled access points.
- (g) Shared paths and / or footpaths as shown in the plans both endorsed and approved under this permit and the approved Precinct Structure Plan applying to the land.
57. 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.
58. Before the issue of any Statement of Compliance for a plan of subdivision, or, the final statement of compliance for a plan of subdivision if the land is to be developed in stages, all existing above ground electricity cables of less than 66kv voltage must be placed underground as part of the upgrade of existing roads at the cost of the developer and to the satisfaction of the Responsible Authority and relevant authority.
59. Prior to the issue of a Statement of Compliance, all new electricity supply infrastructure (excluding substations and cables of a voltage 66kv or greater) must be provided underground.
60. Prior to the issue of a Statement of Compliance for the relevant stage, fees must be paid to the Responsible Authority to cover the costs of ten (10) years of maintenance of the traffic signals associated with any signalised intersection, if these signals are to be delivered as part of the approved subdivision. The applicable fee is to be in line with VicRoads "*Standard Requirements — Developer Funded Projects,*" to the satisfaction of the Responsible Authority.
61. Before the issue of a Statement of Compliance for any plan of subdivision, 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.
- (b) Survey enhanced "as constructed" digital data for all assets that will become the responsibility of Council, in accordance with the relevant current A-Spec specification. These specifications and supporting information are available from www.dspeg.com.au. Council's preferred format for the submission of the data is "MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid Coordinates must be MGA Zone 55 (GDA 94).
- (c) Sketches of the details of the permanent survey marks.
62. Unless otherwise agreed by Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that includes a bus stop, bus stops must be constructed, at full cost to the permit holder, as follows:
- (a) Generally in the location identified by Public Transport Victoria;

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- (b) In accordance with the Public Transport Guidelines for Land Use and Development with a concrete hard stand area and access path;
- (c) Be compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002; and
- (d) Be provided with direct and safe pedestrian access to a pedestrian path.

All to the satisfaction of Public Transport Victoria and the responsible authority.

Mandatory Conditions for Subdivision Permits – Clause 66.01-1

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

Title Office Plans

65. 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.

Flora and Fauna

66. The salvage and translocation of flora and fauna must be undertaken in the carrying out of works

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to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

67. The removal, destruction or lopping of native vegetation and scattered trees as shown on Plan 6 – Native Vegetation Retention and Removal in the Cardinia Creek South Precinct Structure Plan must be undertaken in accordance with the ‘Final approval for urban developments in south-eastern growth corridor under the Melbourne urban growth program strategic assessment’ pursuant to Section 146B of the Environment Protection and Biodiversity Conservation Act 1999 (Cth)’.

Public Open Space & Reserves

68. Land required for public open space as a local or district park, as set out in the Cardinia Creek South Precinct Structure Plan or the Cardinia Creek South Infrastructure Contribution Plan, must be transferred to or vested in Council at no cost to Council unless the land is funded by the Cardinia Creek South Infrastructure Contribution Plan.
69. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Casey City Council by a registered plan of subdivision at no cost to Council.
70. The developer must construct and paint or suitably finish all fences along the common boundary between any tree/plantation reserves and the abutting lots to the requirements and satisfaction of the Responsible Authority.
71. The landscaping constructed in accordance with the endorsed approved landscape construction plans must be maintained to the satisfaction of the Responsible Authority, for a period of 24 months, (or other period as approved in writing by the Responsible Authority), following the granting of Practical Completion of landscape construction works.
72. 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.

Roads and Traffic

73. The developer must provide the allocated street number on the kerb in front of each lot. The kerbside numbers must be 100mm white lettering on a black background located on the front of the kerb at the property frontage to the satisfaction of the Responsible Authority.
74. Unless otherwise agreed in writing by the Responsible Authority, access to each lot created must be provided via a sealed road.
75. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested as ‘road’ in the Roads Corporation (in the case of land for arterial roads under the Road Management Act 2004) or in Casey City Council (in the case of other roads) at no cost to the acquiring agency unless funded by the Cardinia Creek South Infrastructure Contribution Plan or unless that land is included within a Public Acquisition Overlay in the scheme. For the purpose of this clause road widening includes the widening of the road reserve required to provide right of way flaring

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for the ultimate design of any intersection with an existing or proposed arterial road to the satisfaction of the Roads Corporation.

Temporary Turning Areas

76. Any temporary turning areas to the land must be constructed in accordance with engineering construction plans approved by the Responsible Authority and maintained to the satisfaction of the Responsible Authority.
77. If the temporary turning area is to be retained after the relevant Statement of Compliance is issued, a bond of sufficient value to cover all reinstatement works must be lodged with the Responsible Authority before the Statement of Compliance is issued.
78. All works undertaken for a temporary turning area must be removed and all affected road pavement, concrete works, nature strips and other land must be reinstated to the satisfaction of the Responsible Authority when the turning area is no longer required.
79. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The sign must be removed after the temporary turning areas are removed.

Environment Management

80. The land must be filled and constructed 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.
81. 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.
82. 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.
83. 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.
84. 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.

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(c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

85. 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.

Stormwater

86. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the Responsible Authority.

87. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.

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. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.

90. Subject to South East Water agreeing to do so, the developer must enter into an agreement with South East Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source or scheme to all lots and open space reserves within the subdivision.

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.

Aboriginal Cultural Heritage

92. The recommendations within approved Cultural Heritage Management Plan No. 12430 as approved by Aboriginal Affairs Victoria on 29th January, 2016 or any subsequent approved Plan, must be undertaken, prior to and during the construction of the subdivision hereby approved.

Substation / Kiosk Sites

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

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Referral Authority Conditions

94. **APA Group** conditions require:

- (a) Easements in favor of “Australian Gas Networks (VIC) Pty Ltd” must be created on the plan to the satisfaction of APT.
- (b) 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.

95. **AusNet Electrical Services Pty Ltd** conditions require:

- (a) The Plan of Subdivision submitted for certification must be referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the Subdivision Act 1988.
- (b) The applicant must –
 - (i) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
 - (ii) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
 - (iii) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
 - (iv) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of “Power Line” in the favour of “AUSNET ELECTRICITY SERVICES PTY LTD” pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
 - (v) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
 - (vi) 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.
 - (vii) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.

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- (viii) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- (ix) 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.
- (x) 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.
- (xi) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

96. **AusNet Transmission Group** conditions require:

- (a) Written agreement to the final plan of subdivision must be obtained from AusNet Transmission Group prior to certification.
- (b) The plan of subdivision must show the AusNet Transmission Group easement fully dimensioned on all affected lots.
- (c) The position of the easement must be adjusted where necessary to accord with the position of the existing transmission lines as determined by survey.
- (d) Approval must be obtained from AusNet Transmission Group as to the position of lot boundaries within the easement. Lot boundaries must have a minimum clearance of 10 metres from the nearest tower steelwork.
- (e) Approval must be obtained from AusNet Transmission Group as to the position and/or suitability of any roads that are proposed within the AusNet Transmission Group easement.

In this regard the applicant must make contact with AusNet Transmission Group (LMG@ausnetservices.com.au) at an early stage to ensure that any road proposals within a transmission line easement are acceptable to AusNet Transmission Group.

There are strict requirements regarding roads in transmission easements including road length, clearance to existing and future towers and overhead conductors as well as safety considerations relating to installation, operation and maintenance of services within road reserves.

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- (f) Details of proposed road construction and the installation of services within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.
- (g) Gates must be installed in any new boundary fences that cross the easement to enable access for AusNet Transmission Group vehicles.
- (h) Vehicles and equipment exceeding 3 metres operating height are not permitted on the easement during construction without prior written approval from AusNet Transmission Group.
- (i) All trees and shrubs planted on the easement must not exceed 3 metres maximum mature growth height.
- (j) Natural ground surface levels on the easement must not be altered by the stockpiling of excavated material or by landscaping without prior written approval from AusNet Transmission Group.
- (k) Details of all future works within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.

97. **Country Fire Authority** conditions require:

Hydrants

- (a) 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:
 - (i) 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.
 - (ii) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note – CFA’s requirements for identification of hydrants are specified in ‘Identification of Street Hydrants for Firefighting Purposes’ available under publications on the CFA web site (www.cfa.vic.gov.au)

Roads

- (b) 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.
 - (i) 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.

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- (ii) Curves must have a minimum inner radius of 10 metres.
- (iii) Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.
- (iv) Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way.

98. **Department of Environment, Land, Water and Planning** conditions require:

Sediment Control Measures

- (a) Best practice erosion and sediment control techniques must be implemented to ensure sediment laden run-off does not enter land shown on Plan 6- Biodiversity and Threatened Species Action Plan of the Clyde Creek South Precinct Structure Plan (identified as Conservation 36 in the Biodiversity Conservation Strategy);

DELWP Agreement For Works Within Conservation Area

- (b) Agreement from the Department of Environment, Land, Water and Planning is required for any works undertaken on land shown on Plan 6- Biodiversity and Threatened Species Action Plan of the Clyde Creek South Precinct Structure Plan (identified as Conservation 36 in the Biodiversity Conservation Strategy);

Waterway Crossings

- (c) Any crossings of the Cardinia Creek must consider the Growling Grass Frog Crossing Design Standards (Department of Environment, Land, Water and Planning 2017) to the satisfaction of the Department of Environment, Land, Water and Planning.

99. **Melbourne Water** conditions require:

- (a) Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- (b) Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. 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.
- (c) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- (d) Prior to prior to Certification of any Plan of Subdivision associated with the application any interim treatment assets to be located external to this precinct, must have in place a mechanism by which this area is to be appropriately identified for this purpose until the

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ultimate assets are finalised, to the satisfaction of Melbourne Water and Casey City Council.

- (e) Prior to endorsement of the Precinct 2 Masterplan and Estate Subdivision Plan and prior to Certification of any Plan of Subdivision associated with the application, the revised stormwater management strategy and functional design of the wetland, including associated modelling must be submitted to and approved by Melbourne Water and Casey City Council. The strategy must demonstrate the following:
- (i) The proposed alignment for any 20% AEP drainage infrastructure and any associated overland flow paths directions for the 1% AEP flood event;
 - (ii) That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
 - (iii) The details of the outfall/s for the development and calculates the appropriate flow volumes and flood levels for the 1% AEP storm event within the property;
 - (iv) The details of interim arrangements to mitigate risk to other landowners in the catchment.
 - (v) The functional design of the wetland achieves Melbourne Water's requirements within the allocated reserve.
- (f) Prior to endorsement of the Precinct 2 Masterplan and Estate Subdivision Plan and prior to Certification of any Plan of Subdivision associated with the application the drainage reserve must be in accordance with the land allocation identified in the Cardinia Creek South Precinct Structure Plan unless otherwise agreed in writing by Melbourne Water and Casey City Council following review of a appropriate function design of the asset.
- (g) Development must not increase flood levels on any other properties. Prior to endorsement of the Estate Subdivision Plan and prior to Certification of any Plan of Subdivision associated with the application a revised interim strategy is to be submitted to and accepted by Melbourne Water and Council which demonstrates that development of the site will be appropriately managed until the ultimate developed conditions for the whole of catchment. Melbourne Water may require amendments to the Estate layout for endorsement to reflect the accepted approach.
- (h) Prior to the Certification of any Plan of Subdivision associated with the application an acceptable functional design of any drainage works associated with this permit must be submitted by application to Melbourne Water.
- (i) Prior to the Certification of any Plan of Subdivision associated with the application, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

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- (j) 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'.
- (k) 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 1% AEP storm event.
- (l) All new lots are to be filled to a minimum of 300mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water underground drainage asset and all new lots are to be filled to a minimum of 600mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water waterway, wetland and floodplain.
- (m) 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.
- (n) Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- (o) The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Prior to commencement of works documentation must be submitted to demonstrate that the subdivision is appropriately catering for overland flows from the upstream catchment under current and future development scenarios.
- (p) 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 in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).
- (q) Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
- (r) Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
- (s) 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.
- (t) Prior to the issue of a Statement of Compliance for any Plan of Subdivision associated with this application, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Confirmed acceptance of maintenance obligations associated with any temporary drainage infrastructure should be forwarded to Melbourne Water.

100. **South East Water** conditions require:

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Potable Water

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

Recycled Water

- (b) 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.

Sewer

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

General Conditions

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

101. **Transport for Victoria** conditions require:

- (a) Any roundabouts constructed on roads designated a future public transport route within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of the Head, Transport for Victoria. The use of speed humps, raised platforms, one-way road narrowing and 'weave points' must not be constructed on any portion of a road identified as a potential bus route.

102. **VicRoads** conditions require:

- (a) Unless otherwise agreed in writing by the Roads Corporation (VicRoads), before Unless otherwise agreed in writing by VicRoads, prior to the issue of a Statement of Compliance for the relevant stage, the interim 'L' type intersection treatment, generally in accordance with Cardno design CG140996-TR-SK-0054 Revision 1 dated 27-02-19, must be constructed to the satisfaction of and at no cost to VicRoads.

Permit Expiry

103. This permit will expire if:

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

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Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two 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.

The Responsible Authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within six months after the expiry date.

NOTES:

- **City of Casey Council:**

- The Site EMP Kit is available on the City of Casey's website, www.casey.vic.gov.au

Compliance with Conditions 47 and 48 will be assessed at the appropriate time by Planning and Engineering Officers with the following matters (amongst others) to be considered when determining compliance requirements:

- Whether the adjoining developer to the north of the site has progressed their estate sufficiently so that the construction of Manton Road / Alexander Boulevard will provide a connection between the estates.
- The timing for the delivery of Thompsons Road from the Intersection of Smiths Lane to Alexander Boulevard.
- The timing for the delivery of the Town Centre Adventure Park.
- The number of lots released and certificate of occupancies which have been issued for dwellings within the Smiths Lane Estate.
- The opening of the non-government school known as Clyde Grammar.
- Any other matter considered reasonable by the Responsible Authority in providing a connected and permeable street network for residents of the Smiths Lane Estate and the Smiths Park Estate to the north of the site.

- **Aboriginal Cultural Heritage:**

- The applicant must comply with the requirements of the *Aboriginal Heritage Act 2006* at all times during the construction hereby approved,

- **AusNet Electrical Services:**

- It is recommended that, at an early date the applicant commences negotiations with AUSNET ELECTRICITY SERVICES PTY LTD for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with the conditions to be issued).
- Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

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- Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.
- **AusNet Transmission Group:**
 - It should be noted there are restrictions on development within the AusNet Transmission Group easement including roads, buildings, structures, earthworks, services and trees, and that vehicle access is required by AusNet Transmission Group at all times.
 - Details of any proposed use of the AusNet Transmission Group easement must be submitted to and approved by AusNet Transmission Group before work is commenced on site. Information brochures are available from AusNet Transmission Group on request.
- **Department of Environment, Land, Water and Planning:**
 - Applications for works within Conservation Area 36 must include information outlined in Section 4 of Guidance note: Implementing the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (DELWP 2015).
 - A Conservation Area boundary fence is required to run along the alignment of the conservation area as shown on Plan 6- Biodiversity and Threatened Species Action Plan of the Clyde Creek South Precinct Structure Plan.
 - Please note the DELWP is currently developing fencing guidelines for conservation areas. Please contact the DELWP for more information on fencing requirements for Growling Grass Frog Conservation Areas.
 - The land at 70s Smiths Lane, Clyde North is in the growth corridors subject to the requirements of the MSA Program.
 - The DELWP MSA Habitat Compensation team requests that Council refer future related SPEAR cases for Certification of Plan and/or Statement of Compliance to DELWP
 - On 5 September 2013 and 11 September 2014, approvals under Part 10 of the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) were granted. The approvals apply to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013).
 - The Commonwealth approvals have effect until 31 December 2060. The approvals are subject to conditions specified at Annexure 1 of the approvals. Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required.
 - Please contact the msa.habitatcompensation@delwp.vic.gov.au for further information. Should you have any queries regarding the PSP comments, please contact the department's Polly Edwards, Project Officer on 9637 8044 or at polly.edwards@delwp.vic.gov.au.

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• **South East Water:**

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

AGREEMENT OPTIONS: The following South East Water agreement options are available:

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

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**.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief Description of Amendment	Name of responsible authority that approved the amendment
08 July 2022 (App Ref: PPA22-0001)	The permit has been amended under Section 72 of the <i>Planning and Environment Act 1987</i> by: <ul style="list-style-type: none">• Conditions 47 and 48 amended• Conditions 6A, 39(k)(v), 48A, and 97(b)(iv) added• Amended Plans Endorsed	City of Casey

Applicant's Name & Address: Mirvac Victoria Pty Ltd
C/- Echelon Planning Pty Ltd
3 Prentice St
BRUNSWICK VIC 3056

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.

Digitally Signed by nfetstead
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PLANNING PERMIT

Permit No. PA21-0407
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

90S Oconnor Avenue CLYDE NORTH VIC 3978 Lot S PS 837137E

THE PERMIT ALLOWS:

Multi Lot Subdivision in Stages, Construct and Carry out Works in the Land Subject to Inundation Overlay (LSIO), and to Create, Remove, or Vary a Restriction or Easement

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-94 and Notes (Inclusive)

Amended Subdivision Master Plan

1. Before the certification of the first plan of subdivision, an amended Subdivision Master Plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must be generally in accordance with the Subdivision Master Plan prepared by Tract (Precinct 3 Masterplan, Ref: 0316-0434-00-U-07 D001, Revision 26, Dated 04/11/2022, Sheet 1 of 1) but modified to show:
 - (a). Alter the eastern boundary of Stage 35 to remove the conservation area land.
 - (b). Alter Superlot 33F to provide a 3m x 3m splay on the south-east corner.
 - (c). Alter Superlot 31R to remove the 8m wide rear laneway and instead provide a 14.5m wide frontage road in accordance with Condition 90(e).
 - (d). Redesign the surrounding subdivision layout to remove the rear laneway from Stage 33R.
 - (e). Include a notation next to Medium Density Stage Sequencing table that "Subdivision of Medium Density Stages cannot progress before the subdivision of their Relevant Subdivision Stage, as nominated in the Medium Density Stage Sequencing table", or as otherwise agreed by the responsible authority.
 - (f). Include a notation to the 16m wide access street fronting Superlot 33F and conventional lots to its direct south nominating this area as forming part of Stage 33.

Public Infrastructure Plan

2. Before the certification of the first plan of subdivision or at such other time which is agreed by responsible authority, a Public Infrastructure Plan must be submitted addressing the following to the satisfaction of the responsible authority and the Development Agency. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and submitted electronically as a PDF. The plan must be generally in accordance with the Public Infrastructure Plan prepared by Echelon Planning (Public

PLANNING PERMIT

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Planning scheme Casey Planning Scheme
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Infrastructure Plan – Precinct 3; Ref: 2588 220713, Revision 3, Dated 04/11/2022, Sheet 1 of 1). The plan must address the following:

- (a). The following specific changes illustrated unless otherwise agreed:
 - (i). Reference to timing on Project Ref. Y (Drainage Reserve) amended in accordance with Stormwater Management Plan and Subdivision Master Plan endorsed under the permit.
 - (ii). Thompsons Road and Alexander Boulevard and their respective intersections (identified as ICP Road and Intersection Projects RD-03, IN-05, IN-06), with timing to be linked to the first stage of the subdivision.
 - (iii). Clearly outline all ultimate drainage assets proposed on site or on adjoining sites, including timing in accordance with Stormwater Management Plan and Subdivision Master Plan endorsed under the permit.
 - (iv). Clearly outline all temporary drainage assets proposed on site or on adjoining sites, including timing for delivery for removal of temporary assets.
 - (v). Removal of Superlot boundaries.
- (b). The identification of all Inner Public Purpose Land which is required for any infrastructure project set out in the Cardinia Creek South Infrastructure Contributions Plan applying to the land;
- (c). For the purpose of section 46GV(3)(b) of the Planning and Environment Act 1987, if a time other than those set out in the section 46GV(3) (a) is proposed, the alternative time by which each parcel of Inner Public Purpose Land must be set aside on a plan under the Subdivision Act 1988.
- (d). What other land may be affected or required for the provision of infrastructure works.
- (e). The provision staging and timing of stormwater drainage works;
- (f). The provision staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment.
- (g). The landscaping of any land.
- (h). What, if any, infrastructure set out in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided in part of full satisfaction of the monetary component of an infrastructure contribution payable by the applicant under section 46GV(3) of the *Planning and Environment Act* 1987 subject to the consent of the collecting agency;
- (i). What, if any, infrastructure set out in the Precinct Infrastructure Plan in Appendix A of the Cardinia Creek South Precinct Structure Plan that is not funded in the Cardinia Creek South Infrastructure Contributions Plan is proposed to be provided;
- (j). The provision of public open space which is not Inner Public Purpose Land;

PLANNING PERMIT

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- (k). Include the following notation:
- (i). The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the responsible authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Contributions Plan, will approve a proposal to carry out any infrastructure projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out infrastructure projects as a works in kind project is required.
 - (l). Any other relevant matter related to the provision of infrastructure reasonably required by the responsible authority

Street Tree Landscape Master Plan

3. Before the first plan of subdivision is certified, or with the prior written consent of the responsible authority, a Street Tree Landscape Master Plan to the satisfaction of the responsible authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:
- (a). Vegetation that is approved to be removed/retained.
 - (b). Buildings and trees (including botanical names) on neighbouring properties impacted by the proposed subdivision.
 - (c). The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation.
 - (d). The general layout of street tree plantings including the proposed tree species which must be selected to be consistent with the following principles/outcomes:
 - (i). A diverse and future climate suitable range of species that will achieve a long-term green asset 50+ years, with canopy cover of at least 30 per cent (to be demonstrated graphically on plan to scale).
 - (ii). Species nominated must not generally be greater than 30 per cent from a particular botanical Family, greater than 20 per cent from a particular botanical Genus, and no greater than 10 per cent for a particular botanical Species, within the development.
 - (iii). Mature tree sizes generally in accordance with road cross sections nominated in the relevant Precinct Structure Plan.
 - (iv). Preference for the provision of Deciduous tree species on East/West aligned streets, and Evergreen tree species on North/South aligned streets.
 - (v). Planting of trees in vicinity of shared user paths that will provide a minimum of 50 per cent shade cover to the shared paths at tree maturity.

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

Open Space Landscape Master Plan

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

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

Wetland Drainage Reserve Landscape Master Plan

- 5. Before the plan of subdivision for a stage creating a drainage corridor and/or wetland area is certified, or with the prior written consent of the Responsible Authority, a Drainage and Wetland Reserve Landscape Master Plan to the satisfaction of the Responsible Authority and Melbourne Water and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and form part of the permit. The Plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:
 - (a). Vegetation that is approved to be retained, removed and/or lopped.
 - (b). Buildings and trees (including botanical names) on neighbouring properties impacted by the proposed subdivision.
 - (c). Site contours, 1:10 and 1:100 flood levels, and any proposed changes to existing levels including any structural elements such as retaining walls. Park furniture, infrastructure, paths and the like must be above the 1:100 flood level and must be above the 1:10 flood level to satisfaction of the Responsible Authority. Any crossing of a waterway must be above the 1:100 flood level.
 - (d). The area and dimensions of the drainage and wetland reserve.
 - (e). The general layout of reserve plantings including the proposed location of evergreen and deciduous tree species, and an indicative species list of all proposed planting.
 - (f). All species selected must be to the satisfaction of the Responsible Authority.
 - (g). The proposed location of structures and furniture items.
 - (h). The proposed location of paths, trails and any other pavement areas including built edge/urban edge treatments including indicative cross-sections.

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- (i). The location of fencing including tree, walkway, vehicle exclusion and open space reserve fencing.

Stormwater Management Plan

- 6. Before certification of the first plan of subdivision, a Stormwater Management Plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority and Melbourne Water. When approved, the plan will be endorsed and will then form part of the permit. The plan must include:
 - (a). Catchment characteristics including a catchment plan showing the subject site and any contributing upstream catchments.
 - (b). Stormwater management requirements outlining the legislative requirements for managing stormwater at the site.
 - (c). Stormwater Quantity Analysis including a functional layout plan showing the proposed alignment of drainage infrastructure that will convey the 20 percent annual exceedance probability (AEP) flows and the designated overland flow paths that will convey the 1 percent AEP gap flows.
 - (d). Calculations showing that any road or access way intended to act as an overland flow path satisfies the floodway safety criteria.
 - (e). Stormwater Quality treatment outlining how water quality targets will be met.
 - (f). Any outfall arrangements or staging of infrastructure to support the development.
 - (g). Details on how stormwater from the site will be managed with temporary treatment prior to the ultimate infrastructure being completed, including, but not limited to:
 - (i). The provision of a sediment basin to manage water quality and retarding basin to mitigate additional flow.
 - (ii). The sediment pond must be designed to capture 95 per cent of coarse particles $\geq 125 \mu\text{m}$ diameter for the peak three-month ARI flow.
 - (iii). The retarding basin must limit the rate of stormwater discharge for storm events up to and including the 1 per cent AEP storm, to the predevelopment rate.
 - (iv). Any temporary solution must be located entirely within the boundaries of the subdivision unless prior written consent from adjoining property owner(s) is received to construct on their land.
 - (h). TuFlow Modelling of the sub-division is required to show 1% flood depths, elevation, velocity, and hazard criteria on a plan. Modelling should also include all flow reporting locations and relevant gap flow information.
 - (i). Any other matters as outlined by Melbourne Water, including any requirements specified in Condition 90(g).

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The stormwater drainage system on the site must be designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999).

Stormwater must be managed so that stormwater runoff exiting the land meets the State Environmental Protection Policy Schedule F8 water quality targets for Western Port.

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

Integrated Water Management Plan

7. Before certification of the first plan of subdivision, unless otherwise agreed to by Council, an Integrated Water Management Plan prepared by a person suitably qualified or experienced consultant must be submitted to and approved by the responsible authority. When approved, the IWMP will be endorsed and will then form part of the permit. The IWMP must be in accordance with Clause 56.01-2 and Clause 56.07 and include the following:
- (a). The plan must consider all aspect of the water cycle by addressing the following principles:
 - (i). Safe, secure and affordable supplies in an uncertain future.
 - (ii). Effective and affordable wastewater systems.
 - (iii). Opportunities are sought to manage existing and future flood risks and impacts.
 - (iv). Healthy and valued waterways and marine environments.
 - (v). Healthy and valued urban, rural, agricultural, and green landscapes.
 - (vi). Community values are reflected in place-based planning.
 - (vii). Jobs, economic growth, and innovation.
 - (b). Consideration of a requirement that each new dwelling is to install a minimum 3000 litre rainwater tank. The tank must be connected to supply water to all toilets and the laundry within the dwellings to the satisfaction of the responsible authority.
 - (c). Identification of any other initiative proposed by the developer for the overall estate. Including clearly documenting the works required to achieve any proposed water management initiatives to Council's satisfaction.
 - (d). Plans to be provided to Council for review and endorsement showing all the alternative road cross-sections which address R56 of the Cardinia Creek South PSP. The plans provided should demonstrate how the sub-division will incorporate the "Guidelines for Streetscape Planning & Design - Trees for Cooler and Greener Streetscapes - VIC DEWLP" & NSW Street tree design manual 2021" to Council satisfaction.

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Soil Management and Protection Plan

8. Before the development starts, including demolition and bulk earthworks, a Soil Management and Protection Plan must be prepared by a suitably qualified and experienced soil consultant then submitted and approved to the satisfaction of the responsible authority. When approved, the Soil Management and Protection Plan will be endorsed and form part of the permit. The Soil Management and Protection Plan must be specific to the soil located on the subject site and provide details of soil protection measures that will be utilised to ensure soil is protected and remain viable post-construction. The Soil Management and Protection Plan must include:
- (a). Methodology, including sampling protocols.
 - (b). All relevant documentation reviewed and references.
 - (c). A detailed site survey with sampling points identified.
 - (d). Soil testing and data analysis results, including optimum range data.
 - (e). Site specific management measures (soil stripping, stockpiling and reinstatement) outlining actions required during each stage of the development (demolition, construction and landscaping). A plan may be required for each of these stages of development (i.e., Demolition Plan, Construction Plan and Landscape Plan).
 - (f). Supervision requirements of the Project Soil Consultant and how the Project Soil Consultant will certify that the soil protection measures and actions of the plan have been undertaken prior to, during, after construction, and before landscape works).
 - (g). Recommended remediation strategies and/ or soil amendments.
 - (h). Inspection Check Lists & Certification of works.
 - (i). All other related information to be provided as Appendices.

Early Earthworks

9. Before any works for bulk earthworks (cutting / filling) start, a suitable Earthworks Plan for the permit area must be submitted to and approved by Council. When approved, the plan will be endorsed and will then form part of the permit. The plan must be generally in accordance with the Bulk Earthworks Plan prepared by Beveridge Williams Pty Ltd (Project Ref.: 1101438; Dwg No.: BE105 "Bulk Earthworks Overall", XS1 "Bulk Earthworks Cross Sections Sheet 1 of 2", XS2 "Bulk Earthworks Cross Sections Sheet 2 of 2; Rev. P3, dated 17 January 2022 – total sheets 3) but modified to show:
- (a). The subdivision layout generally in accordance with the plans endorsed under this permit, including areas of open space, drainage reserves and conservation areas.
 - (b). The outline of the area where works are proposed to be conducted (no detail of the works to be shown).
 - (c). The extent of proposed cut / fill throughout the site at 250mm intervals.

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- (d). Suitable levels / contours of finished surface levels to Australian Height Datum.
- (e). Details of any batters within the subject site or consents from adjoining property owners to batter into adjoining properties.
- (f). The suitable grading of non-developable land, including active open space, community facilities and state primary school land.
- (g). The location of any temporary stockpiling.
- (h). Suitable cross-sections throughout.
- (i). Documentation confirming how drainage will be managed as part of the cutting / filling operations.

The temporary drainage solution must include the provision of a Sediment Basin to manage water quality and a Retarding Basin to mitigate additional flow. The sediment pond must be designed to capture 95% of coarse particles = 125 µm 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.

- (j). A geotechnical report for Council reference.
- (k). A notation stating that this plan does not constitute engineering approval for civil infrastructure and that approval of details engineering plans is required prior to the installation of any civil infrastructure

10. Before any works for bulk earthworks (cutting / filling) start:

- (a). The following documents must be approved by the responsible authority and endorsed to form part of the permit under their respective conditions:
 - (i). Soil Management and Protection Plan (Condition 8).
 - (ii). Earthworks Plan (Condition 9).
- (b). Any site remediation works required by this permit must be conducted to the satisfaction of the responsible authority.
- (c). Conditions 32 to 36 (inclusive) of the permit must be complied with.

11. While bulk earthworks (cutting / filling) are occurring on site, the following conditions must be complied with to the satisfaction of the responsible authority:

- (a). Civil infrastructure which requires approval of detailed engineering plans by Council and / or supervision by Council contractors must not be installed without the written consent of the responsible authority.

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- (b). The proposed cut and fill works on this property must not impede the natural flow of water through any existing watercourses where such a blockage would create any additional flooding that will be detrimental to the properties surrounding this site or deprive any surrounding properties from a reasonable flow of water through the watercourse. Stormwater must continue to flow through the site.
- (c). Conditions 52, and 75 to 80 (inclusive) of this permit.

Layout Not Altered

12. The subdivision master plan and any other documentation endorsed to form part of the permit must not be altered or modified without the prior written consent of the responsible authority.
13. The subdivision must proceed in the order of stages shown on the endorsed plans unless otherwise agreed in writing by the responsible authority.

Small Lot Housing Code

14. Before 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 72.04 of the Casey Planning Scheme.
15. The plan of subdivision submitted for certification must identify whether Type A or Type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

Section 173 Agreement

16. Prior to the certification of the first plan of subdivision or at such other time which is agreed between Council and the owner, if required by Council 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 the implementation of the Public Infrastructure Plan approved under this permit.

Infrastructure Contributions

17. The Monetary Component and the Land Equalisation Amount of the infrastructure contribution required by the incorporated Cardinia Creek South Infrastructure Contributions Plan must be paid to the Collecting Agency in the manner specified by the Collecting Agency before the earliest of the following:
- (a). If the development of the land involves a plan under the *Subdivision Act 1988*, then not more than 21 days prior to the issue of a statement of compliance with respect to that relevant plan of subdivision.
- (b). If the development of the land requires a building permit, then prior to the issue of the building permit.

or at such other time which is set out in an agreement between the Owner and Council in its capacity as responsible authority and collecting agency.

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Where the land is to be developed in stages, prior to the issue of a statement of compliance in respect of any stage after the first stage, a schedule of infrastructure contributions must be submitted with each stage of the plan of subdivision. The schedule of infrastructure contributions must show the amount of the infrastructure contributions payable for each future stage and the value of contributions paid for prior stages to the satisfaction of the collecting agency.

18. If the land to which this planning permit applies includes any Inner Public Purpose Land, that Inner Public Purpose Land must be provided:
- (a). in the case of Inner Public Purpose Land required for a road, to the Development Agency responsible for the use and development of the land for the road; and in any other case, to the Collecting Agency – by
 - (b). setting aside on a plan under the Subdivision Act 1988 the Inner Public Purpose Land required for a road so as to vest in the Development Agency responsible for the use and development of that land as a road; and
 - (c). setting aside on a plan under the Subdivision Act 1988 any other Inner Public Purpose Land so as to vest in the Collecting Agency.
19. The plan referred to in Condition 18 above must be lodged for registration under Section 22 of the Subdivision Act 1988 within the time specified in the endorsed Public Infrastructure Plan or at a time agreed between the Owner of the land, the responsible authority and the collecting agency.

Actions Before Certification

20. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the responsible authority, building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the responsible authority for approval for lots of between 250 square metres and 500 square metres where the Small Lot Housing Code is not applied, all to the satisfaction of the responsible authority. Once approved the plans will be endorsed and form part of the permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the permit as relevant, and must show:
- (a) At least a 4-metre front setback to all lots, unless otherwise agreed to by Council.
 - (b) At least a 1 metre offset from any boundary abutting a reserve.
 - (c) At least a 2-metre offset from any boundary abutting a side street.
 - (d) A Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.
21. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), or otherwise as agreed by the responsible authority, any restrictions on the plan of subdivision including relevant “Design Guidelines” and / or Memorandum of Common Provisions must be submitted to the responsible authority for approval and applied to all lots where the Small Lot

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Housing Code is not applied, all to the satisfaction of the responsible authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The Restrictions / Design Guidelines / Memorandum of Common Provisions must include:

- (a) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the dwelling is to be two or more storeys or as otherwise agreed in exceptional circumstances.
 - (b) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage.
 - (c) Differentiation of fencing restrictions for:
 - (i). corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.
 - (ii). lots fronting Cardinia Creek, requiring no front fencing to be allowed and any side fencing to be no greater than 1.2m in height for the first 3m of the lot frontage.
 - (d) A consent mechanism with respect to building outside of a building envelope with the written consent of the responsible authority.
 - (e) A requirement / restriction which requires each dwelling on each lot (or as otherwise agreed to in the endorsed Integrated Water Management Plan) to be provided with a minimum 3000 litre rainwater tank which is connected to all toilets and the laundry within the dwelling.
 - (f) A requirement / restriction which requires the planting of a minimum one suitably sized canopy tree within the front of each dwelling / lot.
 - (g) Expiry clauses to all restrictions.
22. Unless with the written consent of the responsible authority, before the first plan of subdivision is certified, the following works must have reached a stage of practical completion to the interim urban standard identified by the Cardinia Creek South Infrastructure Contributions Plan, and the satisfaction of the responsible authority:
- (a). Thompsons Road to Alexander Boulevard, identified as ICP Road Project RD-03 in the Cardinia Creek South Infrastructure Contributions Plan.
 - (b). Thompsons Road and Alexander Boulevard Intersection identified as ICP Intersection Project IN-05 in the Cardinia Creek South Infrastructure Contributions Plan.
 - (c). Alexander Boulevard and Villa Doria Drive Intersection identified as ICP Intersection Project IN-06 in the Cardinia Creek South Infrastructure Contributions Plan.
 - (d). Alexander Boulevard, between the intersections of Thompsons Road (IN-05) and Villa Doria Drive (IN-06), as a four-lane secondary arterial road identified as Cross Section 8 of the Cardinia Creek South Public Infrastructure Plan.

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23. Before the first plan of subdivision is certified, a free drainage outfall must be arranged to the satisfaction of the responsible authority and affected downstream property owner(s). Written acceptance from the downstream landowners must be provided to the satisfaction of the responsible authority (where required).
24. Before any plan of subdivision is certified under the Subdivision Act 1988, for each stage of the subdivision, a schedule of lots created and housing densities, must be submitted to Council showing the number of lots created in the stage together with cumulative totals of any lots created and housing densities in earlier stages of the subdivision, to the satisfaction of the responsible authority.
25. Before the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.
26. Before the certification of the relevant plan of subdivision, streets must be named to the satisfaction of the responsible authority.
27. Prior to the certification of any plan of subdivision, the plan must be referred to the following authorities (as relevant) under Section 8 of the Subdivision Act 1988:
 - (a). APA Group (APT O&M Services Pty Ltd);
 - (b). AusNet Electricity Services Pty Ltd;
 - (c). Country Fire Authority;
 - (d). Melbourne Water;
 - (e). Department of Transport and Planning;
 - (f). Department of Energy, Environment and Climate Action; and
 - (g). South East Water.

Certification Plans

28. 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). The creation of restrictions to accord with those identified on plans / documents endorsed to the permit.
 - (c). Unless otherwise agreed in writing by the responsible authority, road reserve and court head dimensions in accordance with the Growth Area Authorities standard drawings.

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- (d). Any land required to be set aside for the purpose of road widening and to be vested in Council in accordance with any relevant condition of this permit.
- (e). Any tree reserves or public open space to be vested with the City of Casey.
- (f). All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

Functional Layout Plans

- 29. Before 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 the provision of an on-site stormwater detention system, 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. 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. The floor level of each new dwelling must be at least 150mm above the finished level of the adjacent driveway. The driveway must be graded so that the overland flow is directed away from both dwellings.
- 30. Before the development starts, engineering plans and drainage calculations must be submitted to and approved by the responsible authority. The plans must be in accordance with the approved functional drainage layout plan and include:
 - (a). sufficient on-site stormwater detention to limit the rate of stormwater discharge to the predevelopment rate to the satisfaction of the responsible authority. The drainage computations must be calculated in accordance with the guidance provided in Australian Rainfall and Runoff 2019.
 - (b). a gross pollutant trap (GPT). The GPT must be located within the development site and will be become the responsibility of the landowner to maintain.
- 31. Before the certification of the first stage comprising the 25m wide connector street, a functional layout plan must be submitted to and approved by the responsible authority. The plans must address the following matters to the satisfaction of the responsible authority:
 - (a). Safety of all road users around the deviated bends proposed in the road, nearby LP-08.
 - (b). Any traffic management measures to be included within road design.
 - (c). Consideration for turning movements for all streets accessing the 25m wide connector street.

Before Construction – Conservation Area

- 32. Before works start, a Construction Environmental Management Plan consistent with *DELWP requirements for Construction Environmental Management Plans under the Melbourne Strategic Assessment* (Department of Environment, Land, Water and Planning, November 2020) must be submitted to and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) and the responsible authority, demonstrating how the conservation area will be protected during works.

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Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary and the responsible authority.

33. Prior to the commencement of development, a conservation area fencing plan must be submitted to and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary) to ensure the conservation area is adequately protected. The fencing plan must contain the following:
- (a). The boundaries of any conservation area, and the location of any scattered tree and the boundaries of any patch of native vegetation within the conservation area.;
 - (b). The location and alignment of temporary protection fencing showing the following minimum distance from the element to be protected:
 - (i). Conservation Area: 0.5 metres.
 - (ii). Scattered Tree: 12 x diameter at a height of 1.3 metres.
 - (iii). Patch of native vegetation: 2 metres.
 - (c). The timing of installation and removal of temporary protection fencing.
 - (d). The timing of installation of permanent fencing.
 - (e). Location and details of ongoing maintenance vehicle access points.
 - (f). The type of temporary and permanent fencing including materials, heights and spacing of uprights.
 - (g). Frequency of inspections and rectification works for temporary protection fencing.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning and the responsible authority.

Stockpiles, fill, machinery, vehicle parking, excavation and construction activity of any kind must not be brought into, or be undertaken within, the area to be fenced, except with the prior written consent from the Secretary.

34. Buildings and works must not commence until written evidence that protection fencing has been erected in accordance with the approved Conservation Area Fencing Plan is provided by a suitably qualified land surveyor to the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary), and the Secretary confirms it is satisfied by the evidence.

Before Construction

35. Fourteen (14) days before the development 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

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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.

36. Fourteen (14) days before the development starts, including bulk earthworks (cutting / filling), a site-specific Traffic Management Plan must be provided prior to construction. The TMP must be submitted to and approved by Council's Asset Permits and Consent team. The TMP must include the following:
- (a). Sight lines must always be maintained for appropriate speed limits during constructions.
 - (b). Temporary signage must be installed in appropriate locations in accordance with Australian Standards.
 - (c). Unless with the prior written consent of the responsible authority, vehicles associated with the bulk earthworks must enter and exit the site via Burnbank Parade.
 - (d). A truck wheel wash station must be installed nearby the vehicular exit location and must be operating and utilised by vehicles whilst earthworks are being undertaken.
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 plan must be drawn to scale with dimensions and submitted electronically as a PDF. 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 relevant road cross-sections in the incorporated Cardinia Creek South Precinct Structure Plan applying to the land but including approximately 30% of local street cross sections (including connector streets) varying from the relevant 'standard' cross section contained within the incorporated Cardinia Creek South PSP including through variations to:
 - (i). traffic management devices;
 - (ii). street tree placement;
 - (iii). footpath or carriageway placement;
 - (iv). create a boulevard effect;
 - (v). carriageway or parking bay pavement; and
 - (vi). tree outstand treatments.
- For the purposes of this requirement, changes to street tree species between or within streets do not constitute a variation. Alternative cross sections must ensure that:
- (vii). minimum required carriageway dimensions are maintained to ensure safe and efficient operation of emergency vehicles on all streets as well as buses on connector streets with minimal trafficable widths of:

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- 7.3 metres where cars park on both sides;
 - 5.4 metres where cars may park on one (1) side; and,
 - 3.5 metres where no parking, along with 0.5 metre clearance to structures on either side. If this width applies there must be passing bays of at least 20 metres long and 6 metres wide located not more than 200 metres apart, unless otherwise agreed by the Country Fire Authority.
- (viii). the performance characteristics of standard cross sections as they relate to pedestrian and cycle use are maintained.
- (ix). relevant minimum road reserve widths for the type of street as identified in the Cardinia Creek South PSP are maintained, unless otherwise approved by the responsible authority.
- (b). Suitable Landscape plans / documentation illustrating how Urban Forrest outcomes are achieved must be submitted at the same time as civil engineering functional layout plans are submitted. Plans provided are to include the following unless otherwise agree:
- (i). Nature strip widths measured central to the nature strip and length between crossovers measured at the crossover splay.
 - (ii). Location of all below ground services and connections to properties.
 - (iii). Exact tree location and setback distances to vehicle crossing.
 - (iv). Confirmed species and genus for each tree.
 - (v). A design statement that confirms the predicted canopy cover linked to master plan modelling.
 - (vi). Setback distances from any above ground infrastructure.
 - (vii). Amend cross-sections where necessary to allow for trees.
 - (viii). Indicate where vehicle crossovers and services can be consolidated.
 - (ix). A suitable submission (i.e., geotechnical / arborist / landscape) which confirms that the engineering design of the respective stage has considered the potential impacts on infrastructure within the road reserve (e.g. road pavement, footpath, services etc) as a result of the Urban Forest outcomes sought under this permit. Submissions should include any identified impacts and the necessary design requirements to ensure infrastructure within the road reserve (i.e., Root barrier, Trip stop, Structural soils) is not unreasonably impacted.
 - (x). Suitable documentation, plans and / or modelling is required to illustrate that street lighting will not be impacted by the placement of trees.

The developer must prioritise the delivery of the urban forest outcomes on all connector roads:

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- (xi). Priority to be given to collector roads and designing the collector to prioritise Urban Forest implementation.
- (xii). Commitment to investigate passive irrigation options as part of the IWM requirements.
- (xiii). Developers must adhere to engineering requirements to facilitate a sustainable design e.g. root barriers, trip stop, structural soils etc to Council's satisfaction.
- (c). Traffic management devices;
- (d). Vehicle exclusion fencing where necessary;
- (e). Where a detailed construction plan contains a road identified as a bus route within the Cardinia Creek South PSP applying to the land, the cross section of the road must comply with the Cardinia Creek South PSP 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 in accordance with the Cardinia Creek South PSP and the amended subdivision layout plan endorsed under the permit on both sides of each roadway with the exception of the side of a road that abuts a public open space;
- (i). A vehicular crossing to each lot, except those nominated as a medium density lot or superlot on the endorsed plan, designed in accordance with the Growth Areas Authority Standard Drawings unless otherwise agreed. Unless an alternative treatment is approved by the responsible authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 7 metres in width (excluding splays) at the kerb. Crossovers should be:
 - (i). located on the long side of corner sites where roundabout splitter islands will hinder access.
 - (ii). located a minimum of 1 metre from any service facilities.
 - (iii). offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- (j). Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road;
- (k). Drainage systems in accordance with the approved drainage FLP and calculations, including:
 - (i). all aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant);

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- (ii). features to prevent litter, sediment and oils from entering the drainage system and/or cut-off drains to intercept stormwater run-off from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision;
 - (iii). measures to satisfy 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; and
 - (iv). 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;
- (l). Permanent survey marks,
 - (m). The location of street lighting;
 - (n). Any water sensitive urban design features;
 - (o). Details of any cut and fill;
 - (p). Services located in shared trenches wherever possible,
 - (q). Fibre optic conduit network throughout the subdivision;
 - (r). All concrete and construction materials used on site must comply with AS 2159-2009 and AS 3600-2009;
 - (s). All shared paths / off-road bike paths as required by the Cardinia Creek South PSP and as illustrated on the endorsed subdivision master plan; and
 - (t). In locations identified where groundwater will interact with underground infrastructure, engineering plans are to be accompanied by a suitable supplementary hydro-geological assessment which provides advice with respect to the design and installation requirements for all deep sub-surface infrastructure prior to the installation of such infrastructure. The engineering plans are to incorporate any recommendations of the supplementary advice.

The detailed construction plans must include, at the relevant stage as identified on the public infrastructure plan endorsed 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. Before the start of any landscaping works for any stage of the subdivision, or with the prior written consent of the responsible authority, a Detailed Landscape Construction Plan to the satisfaction of the responsible authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the responsible

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authority. When approved, the plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:

- (a). Existing vegetation that is approved to be retained.
- (b). New plantings including their layout to be provided in all road, open space, plantation and municipal reserves.
- (c). Street trees must not be planted within 3 metres of any existing or proposed vehicle crossover unless otherwise agreed.
- (d). A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses.
- (e). All species selected must be to the satisfaction of the Responsible Authority.
- (f). The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture.
- (g). Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
- (h). Additional supporting information, such as certified structural designs or building forms.

Note: 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.

All species selected must be to the satisfaction of the responsible authority.

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

Engineering Fees

- 40. 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.
- 41. 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.

Growth Areas Infrastructure Contribution

- 42. 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

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from the State Revenue Office or Victorian 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 endorsed public infrastructure plan.

Before Statement of Compliance

43. Before the issue of a Statement of Compliance for the relevant stage(s) of the subdivision under the *Subdivision Act* 1988, and in accordance with the endorsed Stormwater Management Strategy, the scope of works outlined at Condition 90(i) must be constructed to the satisfaction of Melbourne Water and the responsible authority.
44. 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 detailed construction plan/s and to the satisfaction of the responsible authority:
 - (a). Roads, including traffic management devices, kerb and channel, footpaths, shared foot/cycle paths and vehicular crossings to each lot;
 - (b). Drainage and any water sensitive urban design features;
 - (c). Fibre optic conduits;
 - (d). Permanent survey marks, upon completion of the civil works these will be levelled to the Australiana Height Datum and coordinate to the Map Grid of Australia.
 - (e). Temporary turnaround areas;
 - (f). Any tree protection fencing; and
 - (g). Lighting of roads and pedestrian/cycle paths designed and provided in accordance with Australian Standard 1158.1.
45. Before the issue of a Statement of Compliance under the *Subdivision Act* 1988 the stormwater drainage must be:
 - (a). Constructed in accordance with the stormwater drainage design approved by Council; and
 - (b). Provide a legal point of stormwater discharge for each allotment, all to the satisfaction of the responsible authority and any relevant other drainage authority.
46. Prior to the issue of Statement of Compliance, a Maintenance Management Plan must be submitted to and approved by Council where appropriate for all Water Sensitive Urban Design infrastructure (including but not limited to wetlands, sediment basins, retarding basins, swales, bioretention basins, GPT's). The Maintenance Management Plan must include:

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- (a). A schedule of assets including both temporary and long-term measures.
 - (b). A maintenance regime for the maintenance period which is the life of the development or 2 years, whichever is greater.
 - (c). A record of the maintenance works undertaken during the maintenance period must be submitted to Council prior to handover.
 - (d). The On-going Council maintenance responsibilities, once Final Completion is issued.
47. Before the issue of a Statement of Compliance, each lot in the relevant stage must be drained to the satisfaction of the responsible authority.
48. Before the issue of a Statement of Compliance, any temporary drainage works must be installed to the satisfaction of the responsible authority.
49. Before the issue of a Statement of Compliance, or such later date as approved in writing by the responsible authority, all public open space areas, including, parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and plantation reserves must be landscaped and planted as shown on the approved landscape construction plans, or bonded, to the satisfaction of the responsible authority.
50. Before the issue of a Statement of Compliance for the relevant stage, the plan of subdivision must identify all land required for community facilities, public open space or road widening (including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road) must be identified as being transferred to or vested in the relevant public agency with any designation (e.g., road, reserve or lot) nominated by the relevant agency.

The costs associated with effecting the transfer or vesting of land required for community facilities, public open space or road widening (including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road) must be borne by the permit holder.

51. Before the issue of a Statement of Compliance for any plan of subdivision under this permit that creates public open space, the owner must re-grade, top dress, landscape and otherwise embellish the land to the satisfaction of the responsible authority including the following works as directed by the responsible authority (unless otherwise agreed):
- (a). Removal of all vegetation.
 - (b). Removal of all existing disused structures, foundations, pipelines, or stockpiles.
 - (c). Cleared of rubbish and environmental weeds, levelled, top soiled and grassed with warm climate grass (unless a conservation reserve).
 - (d). Provision of water tapping.
 - (e). Provision of planting and park furniture as identified on the approved landscape construction plans.

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- (f). Vehicle exclusion devices (fence or other suitable method) with controlled access points.
- (g). Shared paths and / or footpaths as shown in the plans both endorsed and approved under this permit and the approved Precinct Structure Plan applying to the land.

52. 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.

Unless with the written consent of the responsible authority, before the issue of a Statement of Compliance, compaction test results and a report shall be provided to the satisfaction of the responsible authority.

53. Before the issue of any Statement of Compliance for a plan of subdivision, or, the final statement of compliance for a plan of subdivision if the land is to be developed in stages, all existing above ground electricity cables of less than 66kv voltage must be placed underground as part of the upgrade of existing roads at the cost of the developer and to the satisfaction of the responsible authority and relevant authority.

54. Before the issue of a Statement of Compliance, all new electricity supply infrastructure (excluding substations and cables of a voltage 66kv or greater) must be provided underground.

55. Before the issue of a Statement of Compliance for the final stage of the subdivision, all outstanding and / or bonded works relating to the subdivision approved under this permit must have been completed to the satisfaction of the responsible authority.

56. Before the issue of a Statement of Compliance for any plan of subdivision, 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.
- (b). Survey enhanced "as constructed" digital data for all assets that will become the responsibility of Council, in accordance with the relevant current A-Spec specification. These specifications and supporting information are available from www.dspeg.com.au.

Council's preferred format for the submission of the data is "MapInfo Native Format". A secondary format is "MapInfo MID/MIF". Grid Coordinates must be MGA Zone 55 (GDA 94).

- (c). Sketches of the details of the permanent survey marks.

57. Unless otherwise agreed by Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage that includes a bus stop, bus stops must be constructed, at full cost to the permit holder, as follows:

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- (a). Generally in the location identified by Public Transport Victoria;
- (b). In accordance with the Public Transport Guidelines for Land Use and Development with a concrete hard stand area and access path;
- (c). Be compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002; and
- (d). Be provided with direct and safe pedestrian access to a pedestrian path.

All to the satisfaction of Public Transport Victoria and the responsible authority.

Mandatory Subdivision Conditions

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

Title Office Plans

60. 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.

Flora and Fauna

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61. The removal, destruction or lopping of native vegetation and scattered trees as shown on Plan 6 – Native Vegetation Retention and Removal in the Cardinia Creek South Precinct Structure Plan must be undertaken in accordance with the ‘Final approval for urban developments in south-eastern growth corridor under the Melbourne urban growth program strategic assessment’ pursuant to Section 146B of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
62. Works of any kind must not be undertaken on land shown in the incorporated Cardinia Creek South Precinct Structure Plan as conservation area without prior written approval from the Secretary to the Department of Environment, Land, Water, and Planning.

Public Open Space & Reserves

63. Land required for public open space as a local or district park, as set out in the Cardinia Creek South Precinct Structure Plan or the Cardinia Creek South Infrastructure Contribution Plan, must be transferred to or vested in Council at no cost to Council unless the land is funded by the Cardinia Creek South Infrastructure Contribution Plan.
64. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Casey City Council by a registered plan of subdivision at no cost to Council.
65. The landscaping constructed in accordance with the endorsed approved landscape construction plans must be maintained to the satisfaction of the responsible authority, for a period of 24 months, (or other period as approved in writing by the responsible authority), following the granting of Practical Completion of landscape construction works.
66. Before the practical completion of any landscape works required to be completed, all fences along the common boundary between any tree reserves and the abutting lots must be constructed and finished to the requirements and satisfaction of the responsible authority.
67. Before the practical completion of 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.

Roads and Traffic

68. The developer must provide the allocated street number on the kerb in front of each lot. The kerbside numbers must be 100mm white lettering on a black background located on the front of the kerb at the property frontage to the satisfaction of the responsible authority.
69. Unless otherwise agreed in writing by the responsible authority, access to each lot created must be provided via a sealed road.
70. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested as ‘road’ in the Roads Corporation (in the case of land for arterial roads under the *Road Management Act 2004*) or in Casey City Council (in the case of other roads) at no cost to the acquiring agency unless funded by the Cardinia Creek South Infrastructure Contribution Plan or unless that land is included within a Public Acquisition Overlay in the scheme. For the purpose of this

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clause road widening includes the widening of the road reserve required to provide right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road to the satisfaction of the Roads Corporation.

Temporary Turning Areas

71. Any temporary turning areas to the land must be constructed in accordance with engineering construction plans approved by the responsible authority and maintained to the satisfaction of the responsible authority.
72. If the temporary turning area is to be retained after the relevant Statement of Compliance is issued, a bond of sufficient value to cover all reinstatement works must be lodged with the responsible authority before the Statement of Compliance is issued.
73. All works undertaken for a temporary turning area must be removed and all affected road pavement, concrete works, nature strips and other land must be reinstated to the satisfaction of the responsible authority when the turning area is no longer required.
74. A sign of at least 1 square metre in area must be displayed in a prominent position near the temporary turning area whilst the temporary turning areas are in operation advising that they are temporary turning areas only. The sign must be removed after the temporary turning areas are removed.

Environment Management

75. The land must be filled and constructed 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.
76. 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.
77. 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.
78. 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.
79. 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.

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(c). Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

80. 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.

Stormwater

81. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the responsible authority.

82. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the responsible authority.

Reticulated Services

83. 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.

84. Where a conduit crosses private land, an easement may be required in favour of the relevant authority.

85. Subject to South East Water agreeing to do so, the developer must enter into an agreement with South East Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source or scheme to all lots and open space reserves within the subdivision.

86. 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.

Aboriginal Cultural Heritage

87. The recommendations within approved Cultural Heritage Management Plan No. 12430 as approved by Aboriginal Affairs Victoria on 29th January, 2016 or any subsequent approved Plan, must be undertaken, prior to and during the construction of the subdivision hereby approved.

Substation / Kiosk Sites

88. Utility service substation/kiosk sites must not be located on any land identified as public open space or to be used for any Municipal purpose, unless otherwise agreed by the responsible authority.

Referral Authority Conditions

89. **Country Fire Authority** conditions require:

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- (a). 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:
- (i). 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.
 - (ii). The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note: CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au).

- (b). 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.
- (i). 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.
 - (ii). Curves must have a minimum inner radius of 10 metres.
 - (iii). Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way.
 - (iv). Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

90. **Melbourne Water** conditions require:

- (a). Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- (b). Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. 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.
- (c). Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

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- (d). Prior to endorsement of the Estate Subdivision and Staging Plan and prior to Certification of any Plan of Subdivision associated with the application the drainage reserve allocation must be in accordance with the Cardinia Creek South Precinct Structure Plan unless otherwise agreed in writing by Melbourne Water.
- (e). Prior to endorsement of the Estate Subdivision Plan and prior to Certification of any Plan of Subdivision associated with the application, the estate masterplan must demonstrate a road interface with the Melbourne Water waterway reserve for the full extent of the reserve to Melbourne Water's satisfaction.
- (f). Prior to the Certification of any Plan of Subdivision associated with this permit which creates drainage impacts or requires construction on land external to the permit area, written acceptance from landowners is to be submitted confirming acceptance of the full scope of works to the satisfaction of Melbourne Water. Landowner acceptance must be in writing, and be written in a manner which conveys that the affected landowner acknowledges and understands the extent of drainage works to be constructed, the reasons for the alignment and location of drainage works to be constructed, the requirement for an easement or a mechanism to ensure the maintenance of interim works, the anticipated construction time (time of the year and hours of operation) and other relevant matters of which the affected landowner should be reasonably informed. The written statement must be supported with evidence that they are the owner(s) of the property (ie. copy of title with registered owner identified and matching the written statement) and must be accompanied by an accurate and informed plan of the extent of works (such as a Site Management Plan) which clearly identifies the extent works they are consenting to allow to occur on their property/s.
- (g). 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 by application and accepted by Melbourne Water and City of Casey. The strategy must demonstrate the following:
 - (i). The proposed alignment for any 20% AEP drainage infrastructure and any associated overland flow paths directions for the 1% AEP flood event;
 - (ii). That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
 - (iii). The details of the outfall/s for the development and calculates the appropriate flow volumes and flood levels for the 1% AEP storm event within the property;
 - (iv). Flood mitigation works required at the Cardinia Creek Outfall to ensure the 1% AEP flow is maintained within the leveed outfall and there are no increased flood effects within the KWRFPD.
 - (v). Flood mitigation works required along the Cardinia Creek upstream of the combined Cardinia Creek Outfall to mitigate development effects along this section of the creek.
- (h). Prior to Certification of any Plan of Subdivision associated with this permit, a staging and works plan for Melbourne Water planned Development Services Scheme drainage

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works is to be agreed. The plans must consider the full scope of works to be undertaken and identify where works serve interim or ultimate planned drainage outcomes, staging requirements for planned drainage works, and required works within the conservation reserve. The plan must be generally in accordance with the staging outlined in the Alluvium Surface/Stormwater Management Strategy for 110 Smiths Lane Precinct 3, Clyde for Mirvac, dated October 2022, Revision 05, and must be to Melbourne Water's satisfaction. The plan must include the Flood mitigation works required at the Cardinia Creek Outfall to ensure the 1% AEP flow is maintained within the leveed outfall and to ensure no increased flood effects within the KWRFPD AND Flood mitigation works required along the Cardinia Creek upstream of the combined Cardinia Creek Outfall to mitigate development effects along this section of the creek.

- (i). Stormwater conveyance and water quality works planned to meet the requirements of the McCormacks Road Development Services Scheme must be delivered in association with the development of Smiths Lane Precinct 3. Delivery of the interim and ultimate works must be staged in accordance with staging outlined in the Alluvium Surface/Stormwater Management Strategy for 110 Smiths Lane Precinct 3, Clyde for Mirvac, dated October 2022, Revision 05, to Melbourne Water satisfaction and must be aligned with the following subdivisional staging:
 - (i). Prior to Statement of Compliance of the first stage of subdivision associated with this permit area all interim works described as Phase 1a must achieve Civil Practical Completion to the satisfaction of Melbourne Water, Council and the downstream landowner.
 - (ii). Prior to Statement of Compliance of stage 27 of the estate, the Works described as Phase 1B must achieve Civil Practical Completion to the satisfaction of Melbourne Water.
 - (iii). Prior to Statement of Compliance of stage 32 of the estate, the Works described as Phase 2 must achieve Civil Practical Completion to the satisfaction of Melbourne Water.
 - (iv). Prior to Statement of Compliance of the last stage of subdivision in Precinct 3, the Works described as Phase 3 must achieve Civil Practical Completion to the satisfaction of Melbourne Water.
- (j). 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'.
- (k). 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 1% AEP storm event.
- (l). All new lots are to be filled to a minimum of 300mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots

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Responsible authority City of Casey

are to be filled to a minimum of 600mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water waterway or wetland.

- (m). 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.
- (n). Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- (o). The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
- (p). 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 in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).
- (q). Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
- (r). Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
- (s). 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.
- (t). Prior to the issue of a Statement of Compliance for each stage of subdivision, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water.
- (u). Prior to commencement of any construction works within or impacting on the Conservation Area approvals from DEECA are required to be submitted to Melbourne Water with conditions for our review.
- (v). Prior to the commencement of any Melbourne Water drainage works and/or works within the Conservation Area, a detailed landscape plan must be submitted to Melbourne Water for approval. This plan must address the outcomes of any flora and fauna reports on the proposed works site and all areas potentially affected, both upstream and downstream, and must show:
 - (i). A survey (including botanical names) of all existing vegetation to be retained and/or removed.
 - (ii). Appropriate native grasses and plantings to the satisfaction of Melbourne Water and Casey City Council.

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- (iii). Details of surface finishes located on recreational pathways, maintenance access or any other pathways near waterways.
- (iv). A planting schedule of all proposed trees, shrubs and ground covers, including: botanical names; common names; pot sizes; life-form; quantities of each plant; planting density (plants per square metre); planting zones/locations (in plan and cross-section form in colour).
- (v). Landscape treatments with specifications of products such as mulching, erosion control matting, and rock beaching.

Note that planting zones must match with those in the planting schedule and that local indigenous plants should only be used. Weed control information should also be presented in tabular format.

- (w). Timing of works within the Conservation Area must consider the requirements for known fauna within the area as informed by DEECA.
- (x). Prior to the commencement of Melbourne Water drainage works and/or works interacting with Cardinia Creek, a Site Environmental Management Plan (SEMP) must be submitted to Melbourne Water for review. The SEMP must show the location and nature of environmental values identified through site environmental assessments, and include details of measures to protect or mitigate risk to those values. The SEMP must include a site map detailing the location and design of all measures in relation to significant site values including the following:
 - (i). Silt fencing;
 - (ii). Access tracks;
 - (iii). Spoil stockpiling;
 - (iv). Trenching locations;
 - (v). Machinery/Plant locations;
 - (vi). Exclusion fencing around native vegetation/habitat;
 - (vii). Vehicle wash down bay (to prevent introduction of weeds);
 - (viii). Litter control measures; and
 - (ix). Areas subject to dust, noise and/or light control.
- (y). Prior to the commencement of works within the Cardinia Creek, a Work Method Statement and a Task Risk Assessment must be submitted to Melbourne Water for review, outlining the general construction techniques to be adopted. The statement must address the following:
 - (i). Process for machinery to access the creek.

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(ii). OH&S measures in place to reduce risk.

- (z). Any proposed works must not impact upon Cardinia Creek waterway bank stability or riparian zone condition, except as agreed as part of approved plans.
- (aa). Where required, the Developer/Owner must arrange and fully fund fencing along the property boundary that is directly adjacent to Melbourne Water's land/reserve to the satisfaction of Melbourne Water
- (bb). Works applications must be accompanied by written acceptance of any proposal from all affected stakeholders including but not limited to DEECA and any Registered Aboriginal Party.

91. **South East Water** conditions require:

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

Permit Expiry

92. This permit will expire if:

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

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two 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.

The responsible authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within six months after the expiry date.

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Notes

- The Site EMP Kit is available on City of Casey’s website, www.casey.vic.gov.au. 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 the applicant can demonstrate that alternative techniques can fulfil the specified site requirements.
- The owner of the subject land is required to obtain a ‘Notice of Agreement’ from South East Water. All requirements must be fulfilled to its satisfaction prior to South East Water consenting to the issuing of a Statement of Compliance.
- The following South East Water agreement options are available:
 1. Application to enter into a Development Agreement-Works – If South East Water reticulated sewer/water/recycled water (as applicable) is required to be extended to service lots within the development
 2. Application For Notice of Agreement Subdivision-Non Works – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner only requires Statement of Compliance to release the titles (i.e. subdivision prior to building)
 3. Plumbing Industrial, Commercial, Units & Private Water application – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner wishes to commence construction of the building/s (i.e. building prior to subdivision)

To lodge an application please visit our website: www.southeastwater.com.au.

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**

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Applicant's Name & Address: Mirvac Victoria Pty Ltd
C/- Echelon Planning Pty Ltd
3 Prentice St
BRUNSWICK VIC 3056

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.

Digitally Signed by nfelstead
sheet 36 of 36



Site	Smiths Lane
Lot #	

DEFT Reference Number

Payments by credit card attract a surcharge

OPTION 1: Pay by BPAY

No transaction fees apply.



Billers Code: 423236

Ref



Online

OPTION 2: Pay by Visa, MasterCard, Diners or Amex

Transaction fees applied at the time of payment.

Pay now payment link:

OR Register at www.deft.com.au

Registration is not required for Pay now credit card payments



By Phone

Phone 1300 30 10 90 to make your credit card payment.
Calls are charged at the cost of a local call (mobiles extra).