



Office Use Only

Application No.:

Date Lodged: / /

# Application for Planning Permit

Planning Enquiries  
Phone: 03 9205 2200  
Web: <http://www.hume.vic.gov.au>

If you need help to complete this form, read [How to complete the Application for Planning Permit form](#).

**⚠** Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.

**⚠** Questions marked with an asterisk (\*) are mandatory and must be completed.

**⚠** If the space provided on the form is insufficient, attach a separate sheet.

Clear Form

## The Land **i** ① Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address \*

Unit No.:	St. No.: 13	St. Name: Coulee Street
Suburb/Locality: Craigieburn		Postcode: 3064

Formal Land Description \*  
Complete either A or B.

**⚠** This information can be found on the certificate of title.

A  Lot No.: 25714  Lodged Plan  Title Plan  Plan of Subdivision No.: PS845605

OR

B  Crown Allotment No.:

Section No.:

Parish/Township Name:

If this application relates to more than one address, please click this button and enter relevant details.

Add Address

## The Proposal **⚠** You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

② **For what use, development or other matter do you require a permit? \***

If you need help about the proposal, read:

[How to Complete the Application for Planning Permit Form](#)

Variation to restriction No. PS845605

**Ⓞ** Provide additional information on the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

③ **Estimated cost of development for which the permit is required \***

Cost \$400,000 **⚠** You may be required to verify this estimate. Insert '0' if no development is proposed.

If the application is for land within **metropolitan Melbourne** (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy **must** be paid to the State Revenue Office and a current levy certificate **must** be submitted with the application. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for information.

## Existing Conditions **i**

④ **Describe how the land is used and developed now \***

eg. vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Vacant Land

**Ⓞ** Provide a plan of the existing conditions. Photos are also helpful.


## Title Information i

### 5 Encumbrances on title \*

If you need help about the title, read: [How to complete the Application for Planning Permit form](#)

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

- Yes. (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
- No
- Not applicable (no such encumbrance applies).

 Provide a full, current copy of the title for each individual parcel of land forming the subject site. (The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', eg. restrictive covenants.)

## Applicant and Owner Details i

### 6 Provide details of the applicant and the owner of the land.

#### Applicant \*

The person who wants the permit.

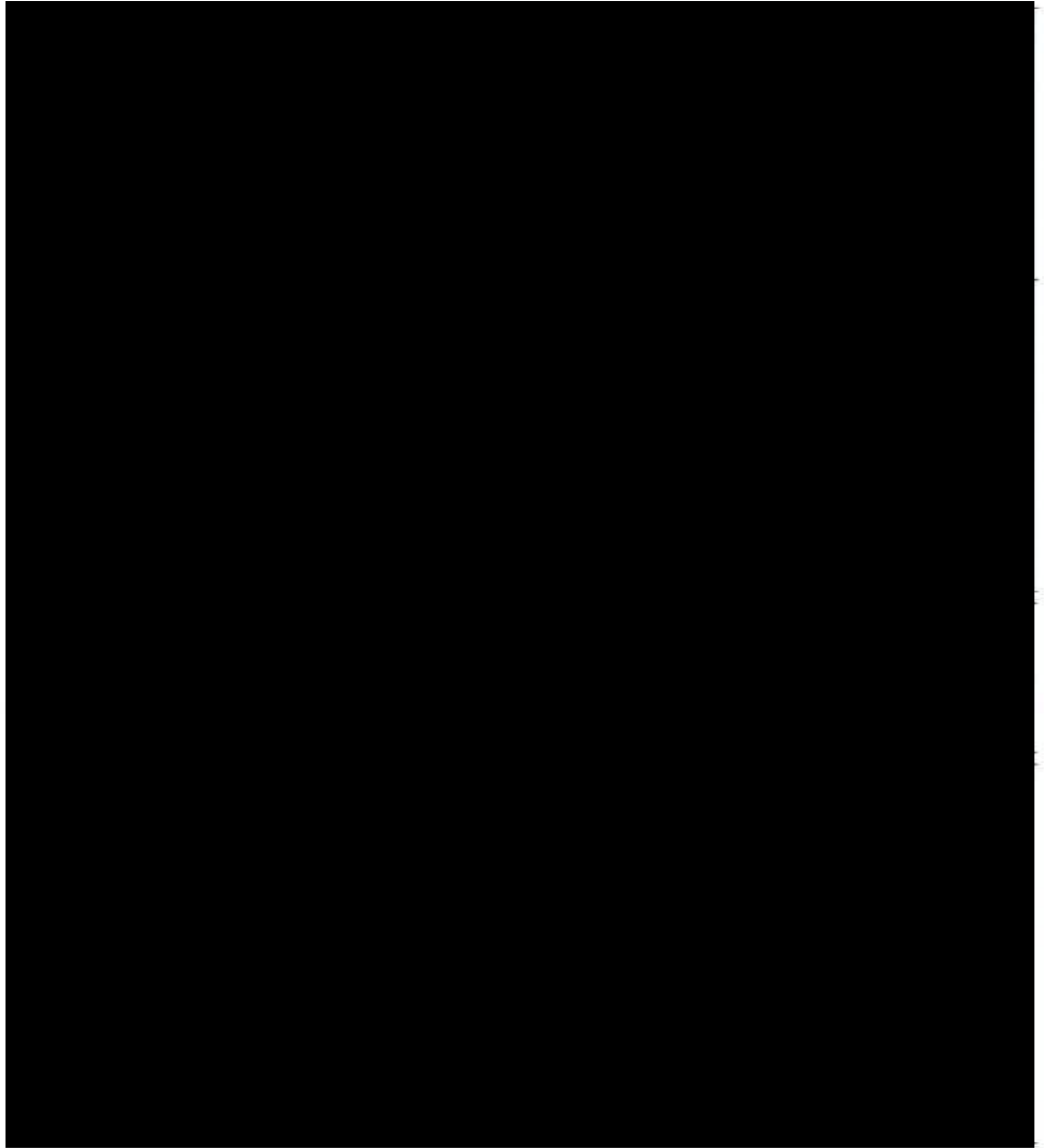
*Where the preferred contact person for the application is different from the applicant, provide the details of that person.*

*Please provide at least one contact phone number \**

#### Owner \*

The person or organisation who owns the land

*Where the owner is different from the applicant, provide the details of that person or organisation.*



## Declaration i

### 7 This form must be signed by the applicant \*

**▲** Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.

Signature:

Date: 17 Aug 2022

day / month / year

## Need help with the Application?

If you need help to complete this form, read [How to complete the Application for Planning Permit form](#)  
General information about the planning process is available at [www.delwp.vic.gov.au/planning](http://www.delwp.vic.gov.au/planning)

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

8 Has there been a pre-application meeting with a Council planning officer?


No  Yes


## Checklist

9 Have you:

Filled in the form completely?

Paid or included the application fee?

 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

 Provided all necessary supporting information and documents?

A full, current copy of title information for each individual parcel of land forming the subject site

A plan of existing conditions.

Plans showing the layout and details of the proposal

Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.

If required, a description of the likely effect of the proposal (eg traffic, noise, environmental impacts).

If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.

Completed the relevant Council planning permit checklist?

Signed the declaration (section 7)?

## Lodgement

Lodge the completed and signed form, the fee payment and all documents with:

Hume City Council  
PO Box 119 Dallas VIC 3047  
Pascoe Vale Road Broadmeadows VIC 3047

### Contact information:

Telephone: 61 03 9205 2200

Email: [email@hume.vic.gov.au](mailto:email@hume.vic.gov.au)

DX: 94718

Translation: 03 9205 2200 for connection to Hume Link's multilingual telephone information service

### Deliver application in person, by fax, or by post:

Print Form

Make sure you deliver any required supporting information and necessary payment when you deliver this form to the above mentioned address. This is usually your local council but can sometimes be the Minister for Planning or another body.

### Save Form:

Save Form To  
Your Computer

You can save this application form to your computer to complete or review later or email it to others to complete relevant sections.

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

Page 1 of 1

VOLUME 12381 FOLIO 437

Security no : 124099951505N  
Produced 29/08/2022 08:50 PM

**LAND DESCRIPTION**

Lot 25714 on Plan of Subdivision 845605B.  
PARENT TITLE Volume 12380 Folio 962  
Created by instrument PS845605B 10/06/2022

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS845605B 10/06/2022

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.

**DIAGRAM LOCATION**

SEE PS845605B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

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

Street Address: 13 COULEE STREET CRAIGIEBURN VIC 3064

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 27/06/2022

DOCUMENT END



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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.

**FINAL SEARCH STATEMENT**

**Land Use Victoria**

Security No : 124099951540A  
Produced 29/08/2022 08:54 PM

Volume 12381 Folio 437

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
PS845605B (B)	PLAN OF SUBDIVISION	Registered	10/06/2022
AV749206X (E)	TRANSFER CONTROL OF ECT	Completed	16/06/2022
AV765313F (E)	TRANSFER CONTROL OF ECT	Completed	21/06/2022
AV785566L (E)	TRANSFER	Registered	27/06/2022
AV785567J (E)	MORTGAGE	Registered	27/06/2022

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 27/06/2022

STATEMENT END



# Imaged Document Cover Sheet

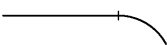

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Document Type	<b>Plan</b>
Document Identification	<b>PS845605B</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>29/08/2022 20:54</b>

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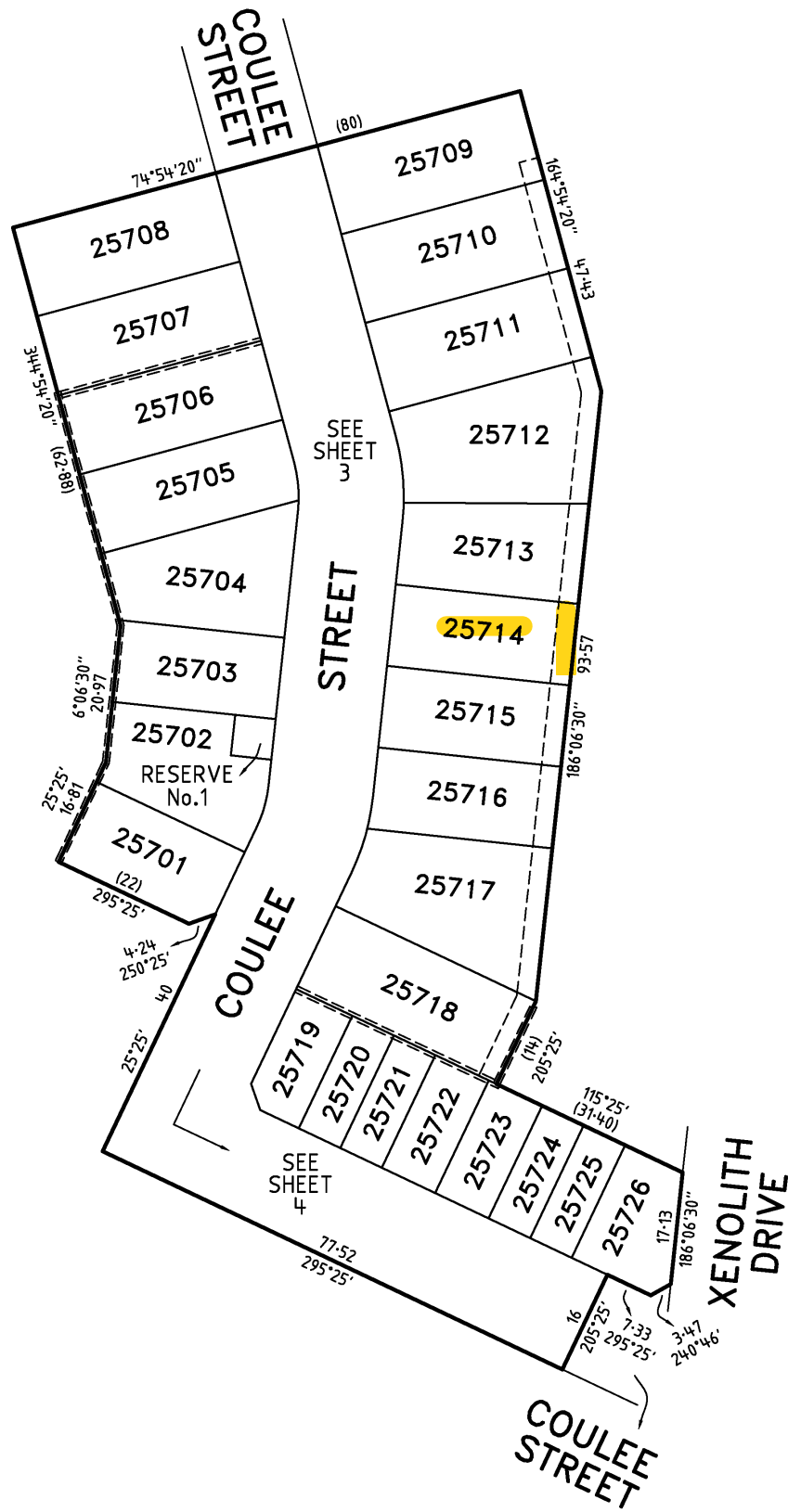
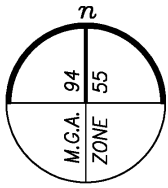
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<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS 845605B</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> YUROKE  <b>TOWNSHIP:</b> -  <b>SECTION:</b> 17  <b>CROWN ALLOTMENT:</b> A (PART)  <b>SECTION:</b> 13  <b>CROWN PORTION:</b> V (PART)  <b>TITLE REFERENCE:</b> VOL 12380 FOL 962</p> <p><b>LAST PLAN REFERENCE:</b> LOT B ON PS845599S</p> <p><b>POSTAL ADDRESS:</b> 3 COULEE STREET  <small>(at time of subdivision)</small> CRAIGIEBURN 3064</p> <p><b>MGA 94 CO-ORDINATES:</b> E 315 550      <b>ZONE:</b> 55  <small>(approx. centre of land in plan)</small> N 5 835 550</p>			<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009438                      Planning Permit Reference: P21351                      SPEAR Reference Number: S170402S</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988                      Date of original certification under section 6: 06/05/2021</p> <p><b>Statement of Compliance</b></p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 02/06/2022</p>	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>		<b>STAGING</b>	<b>THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P21351</b>
ROAD R1 RESERVE No.1	HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD		<b>SURVEY</b>	<b>THIS PLAN IS /<del>IS NOT</del> BASED ON SURVEY</b> THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) YUROKE 74 & KALKALLO 96 IN PROCLAIMED SURVEY AREA NO. -
			<b>DEPTH LIMITATION</b>	DOES NOT APPLY
			TANGENT POINTS ARE SHOWN THUS: 	
			LOTS 1 TO 25700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
			EASEMENTS E-1, E-2, E-4, E-6, E-7, E-9 & E-11 TO E-16 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
			AREA OF LAND SUBDIVIDED IS 1.238ha.	
<b>EASEMENT INFORMATION</b>				
<b>LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT</b> *SUPPORT IS DEFINED AS ALL NECESSARY STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES				
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5	*SUPPORT	0.50	THIS PLAN	THE RELEVANT ABUTTING LOTS ON THIS PLAN
E-8 E-8 E-8	*SUPPORT DRAINAGE SEWERAGE	0.50 0.50 0.50	THIS PLAN THIS PLAN THIS PLAN	THE RELEVANT ABUTTING LOTS ON THIS PLAN HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-10	*SUPPORT	0.50	THIS PLAN	VOL 12380 FOL 963 (LOT C ON PS845599S)
E-17 E-17 E-17	*SUPPORT DRAINAGE SEWERAGE	0.50 0.50 0.50	SECTION 98 TLA 1958 (PS845598U) THIS PLAN THIS PLAN	THE RELEVANT ABUTTING LOTS ON PS845598U HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
A-1	*SUPPORT	0.50	SECTION 98 TLA 1958 THIS PLAN	THE RELEVANT ABUTTING LOTS ON THIS PLAN
A-2	*SUPPORT	0.50	PS845598U	THE RELEVANT ABUTTING LOTS ON THIS PLAN
<b>HIGHLANDS - 257</b>			<b>SP19</b>	
<b>26 LOTS</b>			<b>LICENSED SURVEYOR GREGORY STUART WILLIAMS</b>	
 <p>VERIS AUSTRALIA PTY LTD                      A   Level 3, 1 Southbank Blvd                      Southbank VIC 3006                      T   +61 3 7019 8400                      E   melbourne@veris.com.au                      W   www.veris.com.au</p>		<b>DATE</b> 30/05/22	<b>REFERENCE</b> 330477-ST257	<b>ORIGINAL SHEET SIZE A3</b>
		<b>VERSION</b> B	<b>DRAWING</b> 330477-ST257-AB	<b>SHEET 1 OF 5 SHEETS</b>
		Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (B), 31/05/2022, SPEAR Ref: S170402S		<b>PLAN REGISTERED</b> TIME: 2.12PM DATE:10/06/2022 GARY M ROBERTSON Assistant Registrar of Titles

**PLAN OF SUBDIVISION**

**PS 845605B**

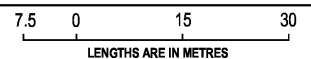


**HIGHLANDS - 257**

**SP19**

LICENSED SURVEYOR **GREGORY STUART WILLIAMS**

SCALE  
1:750



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SHEET 2

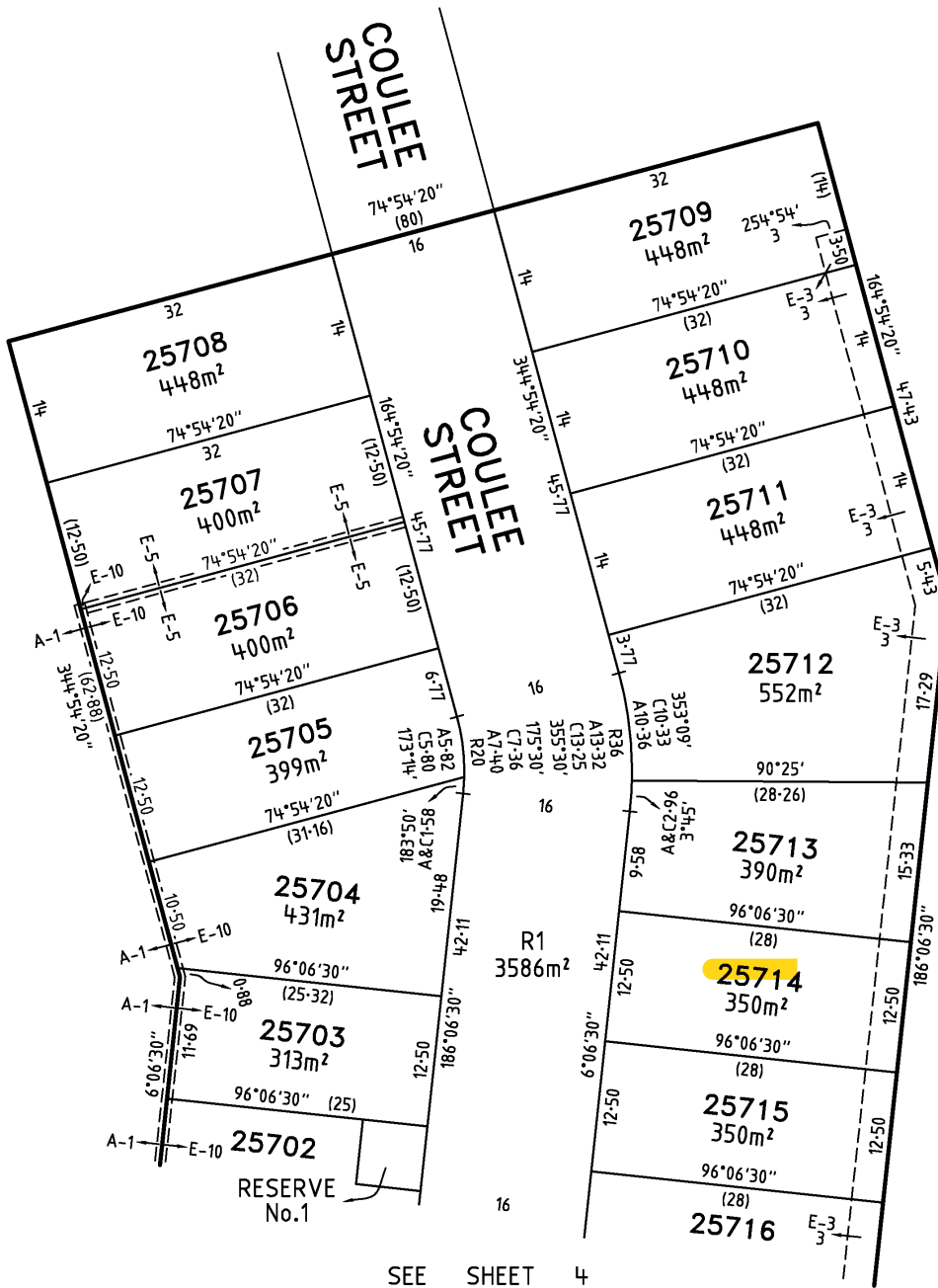
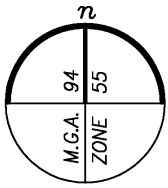
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**PLAN OF SUBDIVISION**

**PS 845605B**



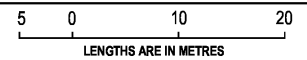
SEE SHEET 4

HIGHLANDS - 257

SP19

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SCALE  
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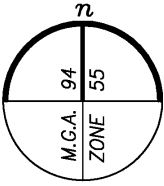
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SHEET 3

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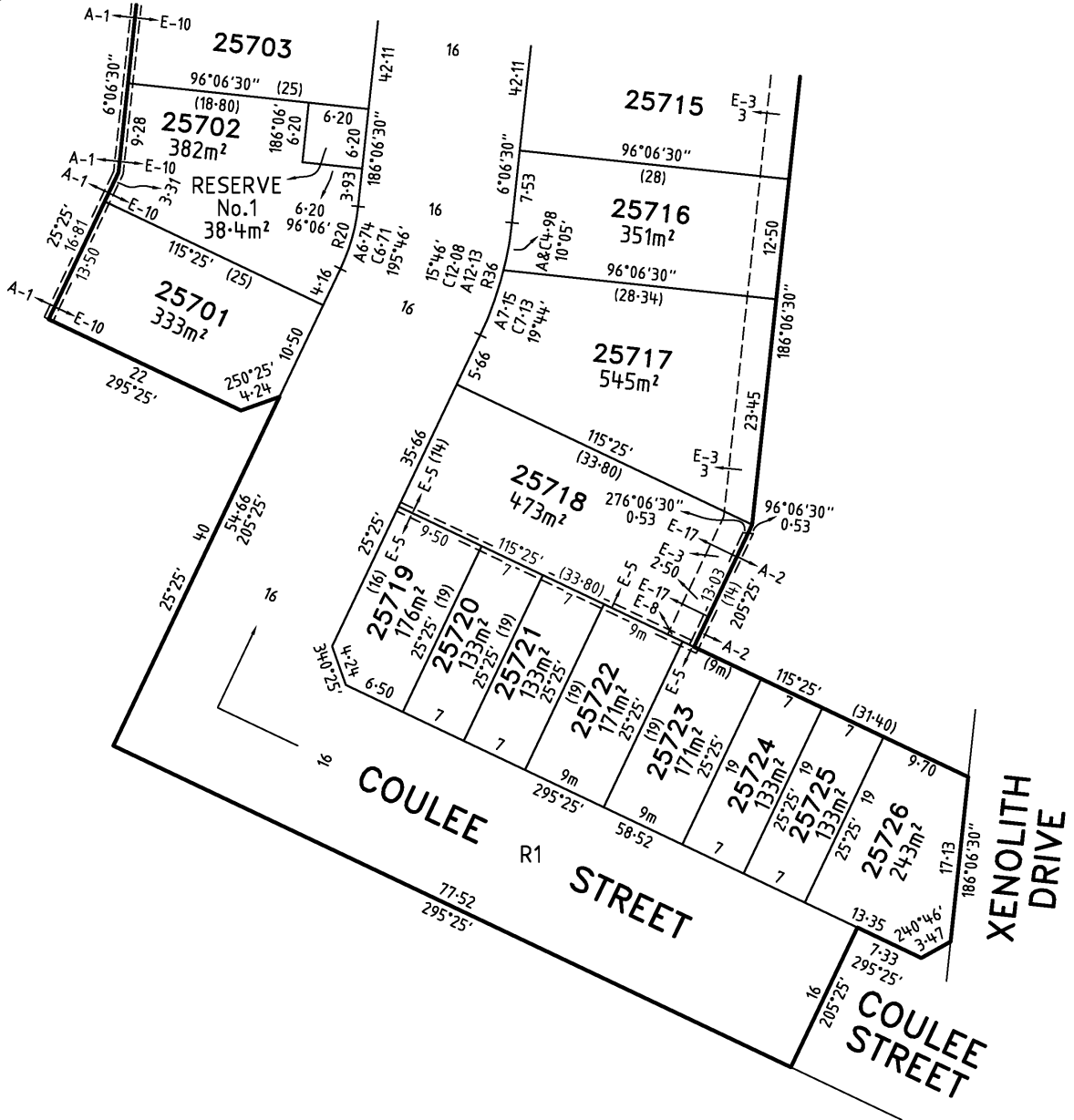
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**PLAN OF SUBDIVISION**

**PS 845605B**



SEE SHEET 3

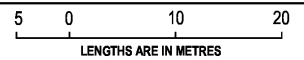


HIGHLANDS - 257

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 31/05/2022, SPEAR Ref: S170402S

Digitally signed by:  
 Hume City Council,  
 02/06/2022,  
 SPEAR Ref: S170402S

# PLAN OF SUBDIVISION

# PS 845605B

## 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.

### TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
25701	25702
25702	25701, 25703
25703	25702, 25704
25704	25703, 25705
25705	25704, 25706
25706	25705, 25707
25707	25706, 25708
25708	25707
25709	25710
25710	25709, 25711
25711	25710, 25712
25712	25711, 25713
25713	25712, 25714

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
25714	25713, 25715
25715	25714, 25716
25716	25715, 25717
25717	25716, 25718
25718	25717, 25719, 25720, 25721, 25722, 25723
25719	25718, 25720
25720	25718, 25719, 25721
25721	25718, 25720, 25722
25722	25718, 25721, 25723
25723	25718, 25722, 25724
25724	25723, 25725
25725	25724, 25726
25726	25725

### RESTRICTION:

THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA8346.

EXPIRY DATE: 01/01/2028

HIGHLANDS - 257

SP19

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE



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REFERENCE 330477-ST257  
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ORIGINAL SHEET SIZE A3  
 SHEET 5

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Digitally signed by:  
 Hume City Council,  
 02/06/2022,  
 SPEAR Ref: S170402S



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Document Identification	<b>AA8346</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>30/08/2022 11:58</b>

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AA8346

**Memorandum of common provisions  
Restrictive covenants in a plan  
Section 91A Transfer of Land Act 1958**

**Privacy Collection Statement**

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

Lodged by	
Name:	Stockland Highlands Pty Limited
Phone:	03 9095 5000
Address:	Level 36 525s Collins Street, Melbourne VIC 3000
Reference:	MCP Stage 257 HL
Customer code:	21433W

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodge for registration.

**Provisions to apply to the plan:**

- Burdened land:** Refer to plan of subdivision 845605B.  
**Benefited land:** Refer to plan of subdivision 845605B.  
**Covenants:** As set out in this MCP.  
**Expiry:** Refer to plan of subdivision 845605B.

**PRELIMINARIES**

- A. This MCP acts as the approved building envelope under the relevant condition of the planning permit and provides the information necessary to interpret the approved building envelopes.
- B. This MCP includes:
- i Any varied design parameters from the Building Regulations and the municipal planning scheme.
  - ii Matters not covered by the Building Regulations and the municipal planning scheme.
- C. Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations and the municipal planning scheme.
- D. This MCP is retained by the Registrar of Titles pursuant to section 91 (A) of the Transfer of Land Act.

**RESTRICTIONS**

The registered proprietor or proprietors for the time being of any burdened lot specified in the relevant plan of subdivision:

- A. Shall not make an application to amend a building envelope unless with the written consent from Stockland and the responsible authority.
- B. Shall not erect any buildings on the lot unless the plans for such buildings are endorsed by Stockland Development Pty Ltd prior to the issue of the building permit.
- C. The requirement for such endorsement shall cease to have effect on the lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

35271702A

V3

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

91ATLA

Page 1 of 13

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

080422

140521

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

#### PROVISIONS

Any building requiring a building permit to be constructed on a lot to which this MCP applies must be sited within the approved building envelope.

This MCP will specify any encroachments allowed outside the approved building envelope.

#### 1 TEXT OF RESTRICTIONS

##### 1.1 Minimum street setbacks (refer regulation 74 and clause 54.03-1)

1.1.1 Setbacks of building elements (such as walls and roof coverings) from streets including laneways must comply with the setbacks specified on the building envelope plan, except for a garage which may be constructed on or within 200 millimetres of a laneway.

1.1.2 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway:

- a Facade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 6.6 metres high
- b Eaves, fascias and gutters

##### 1.2 Side and rear Setbacks (refer regulation 79 and clause 54.04-1)

1.2.1 Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles. The setback profile identifier codes are noted on the building envelope plans.

1.2.2 If a lot is shown with the profile identifier codes **SP-A-1** and **SP-B-1** on opposite side boundaries, the codes can be interchanged.

1.2.3 In addition to the allowable encroachments in the Building Regulations, the following can encroach into the minimum side and rear setback specified by the relevant setback profile identifier code:

- a Outbuildings not exceeding 10 square metres in area and 3 metres in height.

##### 1.3 Walls on boundaries (refer regulation 80 and clause 54.04-2)

1.3.1 A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

1.3.2 For lots where a retaining wall is located along a side or rear boundary a dwelling wall, except for a garage, must be setback 1 metre from the boundary. When constructing a garage on a boundary with a retaining wall, the structural integrity of the retaining wall and its drainage must be protected to the satisfaction of the building surveyor.

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

**1.4 Solar access to existing north-facing habitable room windows (refer regulation 82 and clause 54.04-4)**

1.4.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.

1.4.2 Any proposed north-facing habitable room window at ground level in a proposed dwelling on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, as an 'existing' north-facing habitable room window for the purposes of regulation 82 and clause 54.04-4.

**1.5 Overshadowing of recreational private open space (refer regulation 83 and clause 54.04-05)**

1.5.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be reduced by the construction of a dwelling, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.

1.5.2 The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

**1.6 Overlooking (refer regulation 84 and clause 54.04-6)**

1.6.1 The requirements of regulation 84 and clause 54.04-6 apply to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as identified in the relevant setback identifier profile codes shown on the building envelope plan), that has a direct view into an adjoining lot.

**1.7 Lots 300 square metres in area or greater**

The following additional clauses apply to lots that are 300 square metres in area or greater:

**1.7.1 Walls on Boundaries**

The height of a wall constructed on or within 200 millimetres of a side or rear boundary, except for a garage wall as specified in this clause, must not exceed an average of 3.2 metres with no part higher than 3.6 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.

A garage wall may be constructed on or within 200 millimetres of a side or rear boundary to a maximum height of 3.6 metres provided that the length of garage wall on the boundary with a height of 3.6 metres does not exceed 6 metres.

**1.7.2 Garages**

A double garage on a lot must be set back at least 5 metres from the front boundary of the lot.

**1.7.3 Car Parking**

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

**1.7.4 One dwelling on a lot:**

Only one dwelling may be constructed on the lot.

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

#### 1.8 Lots less than 300 square metres in area

The following additional clauses apply to lots that are less than 300 square metres in area:

##### 1.8.1 Car Parking

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

##### 1.8.2 Site Coverage:

Buildings can occupy a maximum of 70 per cent of the total lot area.

##### 1.8.3 Permeable Surfaces:

The area of impermeable surfaces including the driveway, except on lots 25719 to 25726, can be a maximum of 90 per cent of the total lot area.

The area of impermeable surfaces including the driveway on lots 25719 to 25726 can be a maximum of 94 per cent of the total lot area.

##### 1.8.4 Walls on Boundaries

- a The height of a wall constructed on or within 200 millimetres of a side boundary must not exceed a maximum average of 6.9 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.
- b Walls constructed on a side boundary of a lot can extend a maximum total length of 20 metres, or the length of any simultaneously constructed abutting wall, whichever is greater.

##### 1.8.5 Private Open Space:

Except on lots 25719 to 25726, a minimum area of 38 square metres of private open space must be provided, including 25 square metres of secluded private open space.

For lots 25719 to 25726, private open space consisting of a balcony of at least 15 square metres with a minimum width of 3 metres and convenient access from a living room must be provided.

#### 1.9 Multiple Storeys

- 1.9.1 A building on a lot marked with a ' M ' must have at least two storeys above natural ground level.

#### 1.10 Design Approval

- 1.10.1 The design of a dwelling must be in accordance with the Stockland Design Essentials and any building or part of a building that is visible from a road reserve or other reserve must be approved by Stockland before lodging an application for a building permit.

## 2 Notes on this MCP

### 2.1 Conflicting Annotation

- 2.1.1 In the case of a conflicting annotation between the building envelope plan and this MCP text, the MCP text supersedes the plan.



**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

**2.2 Natural Ground Level**

2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.

**2.3 Edge Lots**

2.3.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.

2.3.2 Regulation 71 and clause 56.04-2 apply to an edge lot regardless of Section 1 of this MCP.

**2.4 Driveway Crossovers**

2.4.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Stockland and Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Hume City Council specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

**2.5 General Definitions**

2.5.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan which is attached to this MCP.

2.5.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.

2.5.3 **Building envelope plan** means the plan which is attached to this MCP showing dwelling setbacks and other related matters.

2.5.4 **Corner lot** means a lot sited at the intersection of two streets (excluding laneways) where those streets form boundaries of the lot.

2.5.5 **Front Fence** means a fence forward of the side boundary fence or along the front boundary.

2.5.6 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.

2.5.7 **Private Open Space** has the same meaning as in the building regulations.

2.5.8 **Regulations** means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act.

2.5.9 **Secluded Private Open Space** has the same meaning as in the building regulations.

2.5.10 **Stockland** means Stockland Development Pty. Ltd.

## Memorandum of common provisions


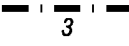



### Section 91A Transfer of Land Act 1958

### 3 *Diagrams and plans*

#### 3.1 *Explanation of symbols and terms in diagrams and plans*

### NOTATIONS

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<b>SP-A-1 SP-D-1</b> <b>SP-B-1 RP-A-1</b> <b>SP-A-3 SP-B-3</b>	Building envelope profile (refer 3.2 and 3.3 following) to be applied to the particular boundary (refer plans in 3.5).
	Note the frontage setback and easement width is designated on the plan.
	3 metres wide easement
	Frontage setback
<b>25715</b>	Lot number
	Lots less than 300 square metres in area (refer text) (note: lots less than 300 square metres in area may not occur in every plan)
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and Hume City Council).

### PARTICULAR LOT REQUIREMENTS FOR STAGE 257

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Nil.

*Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.*

*Additional easements may be required subject to detailed engineering and survey assessment.*

*Detailed design of landscape works is provided in the relevant Landscape Plans.*

*All details subject to Hume City Council approval.*

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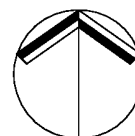
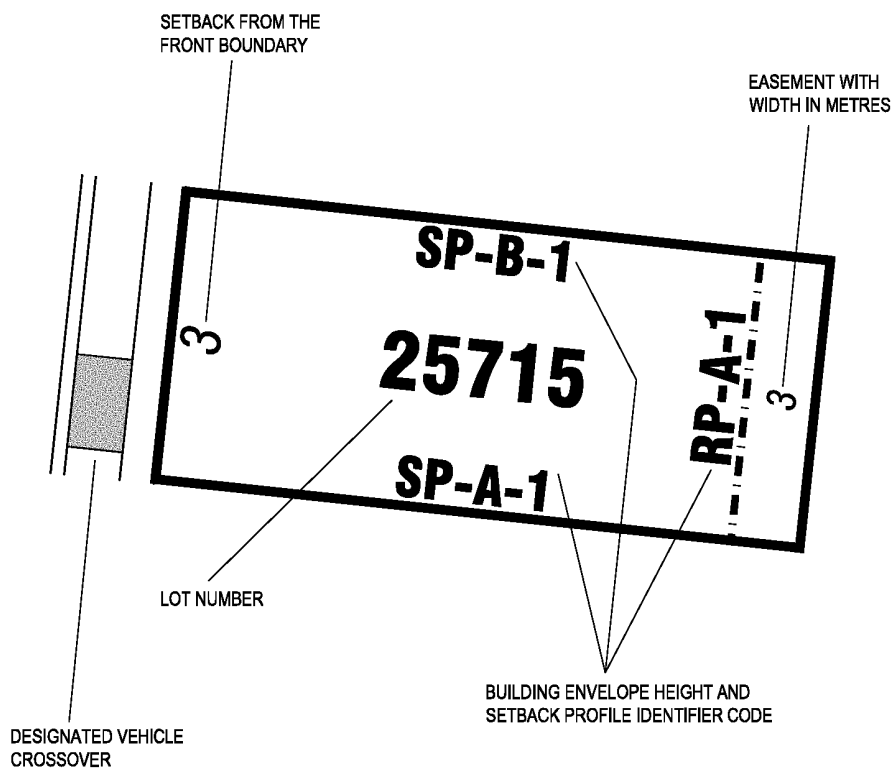
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**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

**3.2** *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

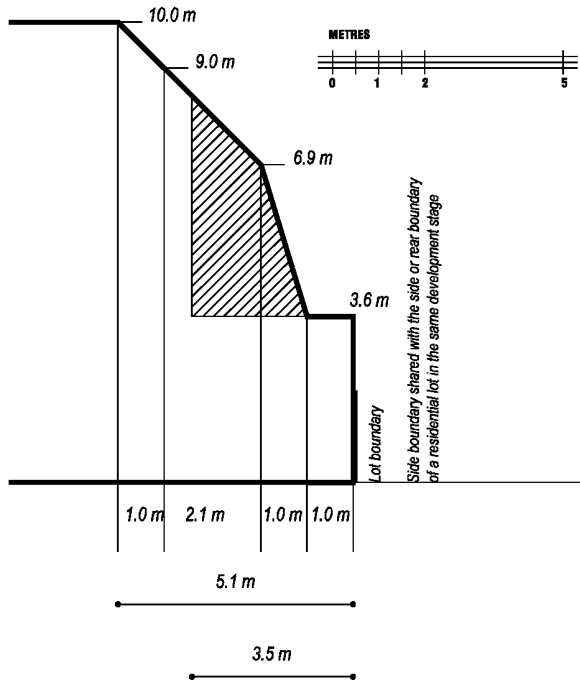
*THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY HUME CITY COUNCIL AS APPROVED BUILDING ENVELOPES.*



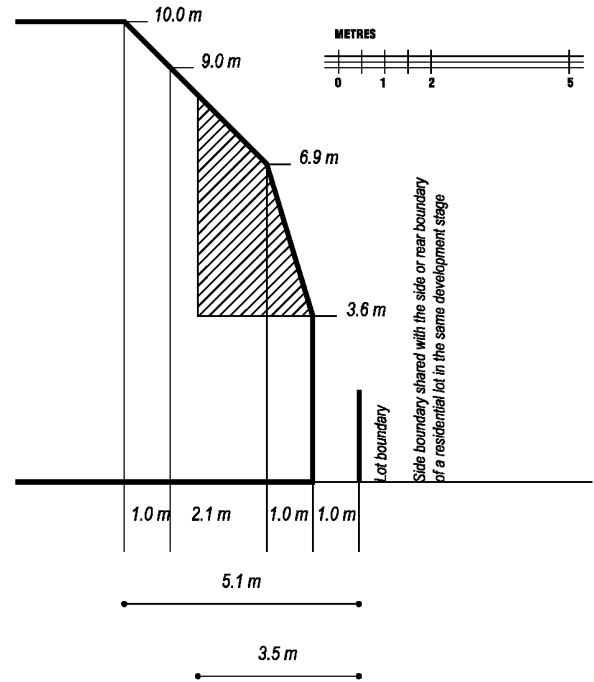
**Memorandum of common provisions  
Section 91A Transfer of Land Act 1958**

3.3 Profiles referenced in the building envelope plan

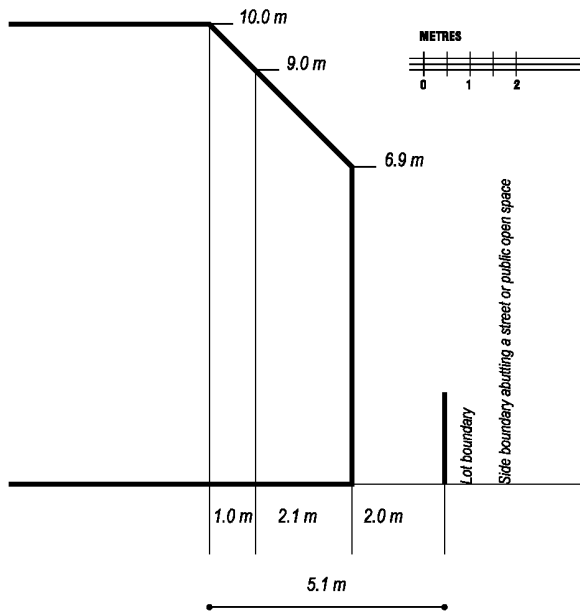
**SP-A-1**



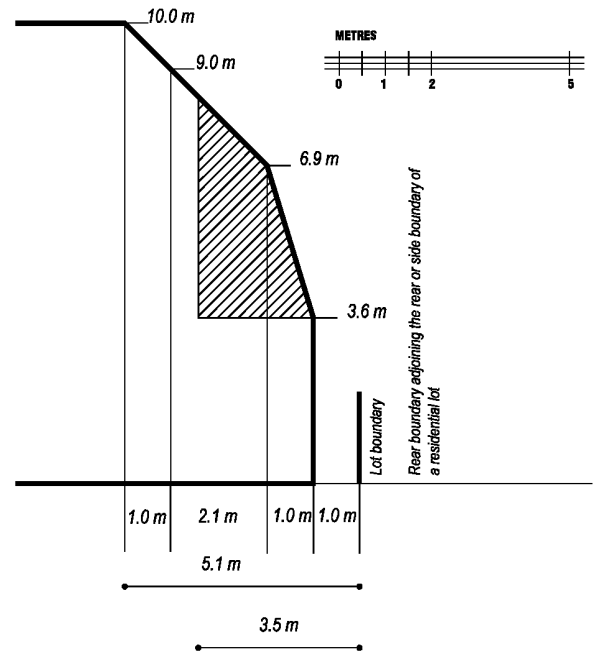
**SP-B-1**



**SP-D-1**



**RP-A-1**



**EASEMENT REQUIREMENT**

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

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**OVERLOOKING CONTROL AREA**  
(refer 'Overlooking' in text)

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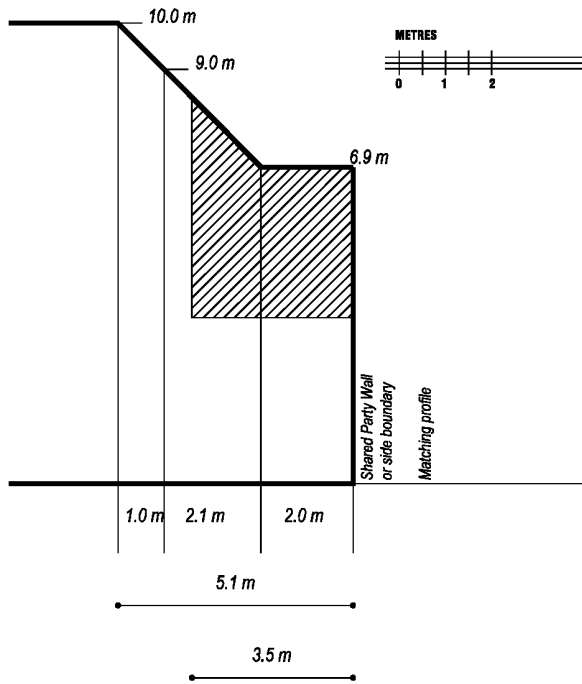
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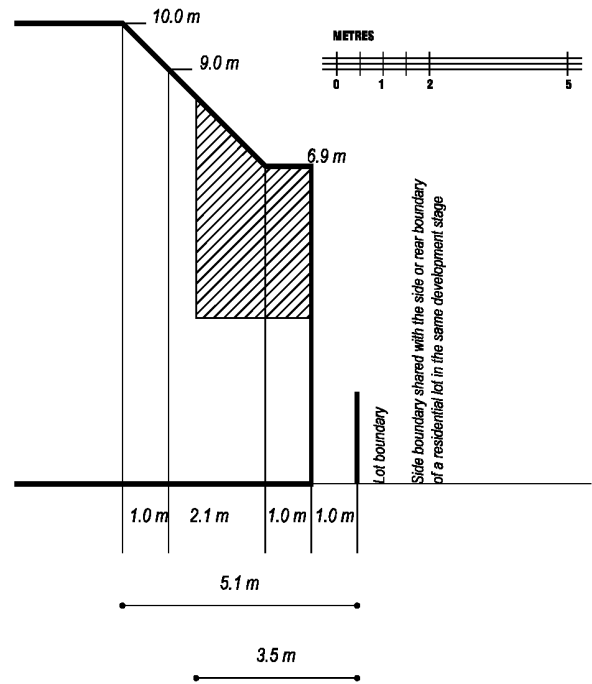
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Section 91A Transfer of Land Act 1958**

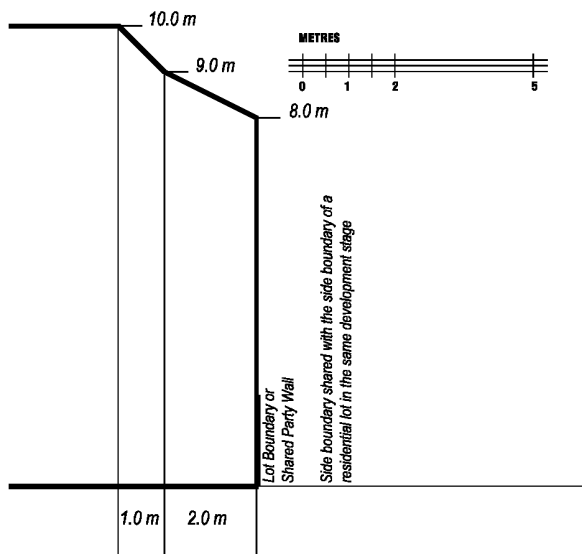
**SP-A-3**



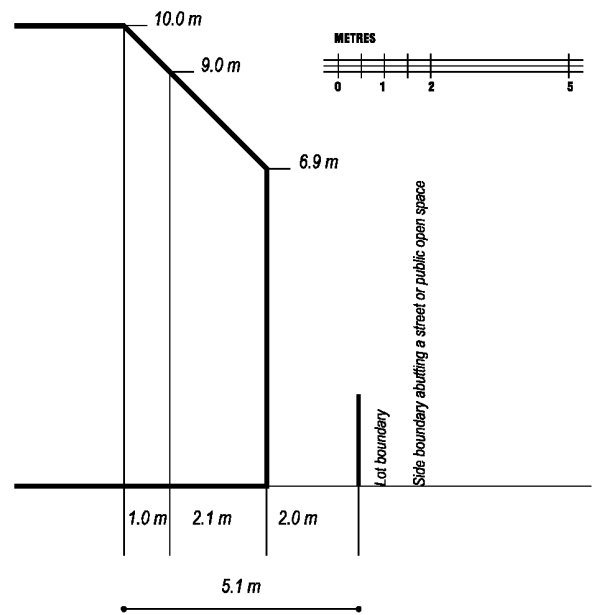
**SP-B-3**



**SP-A-4**



**SP-D-4**



**EASEMENT REQUIREMENT**

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

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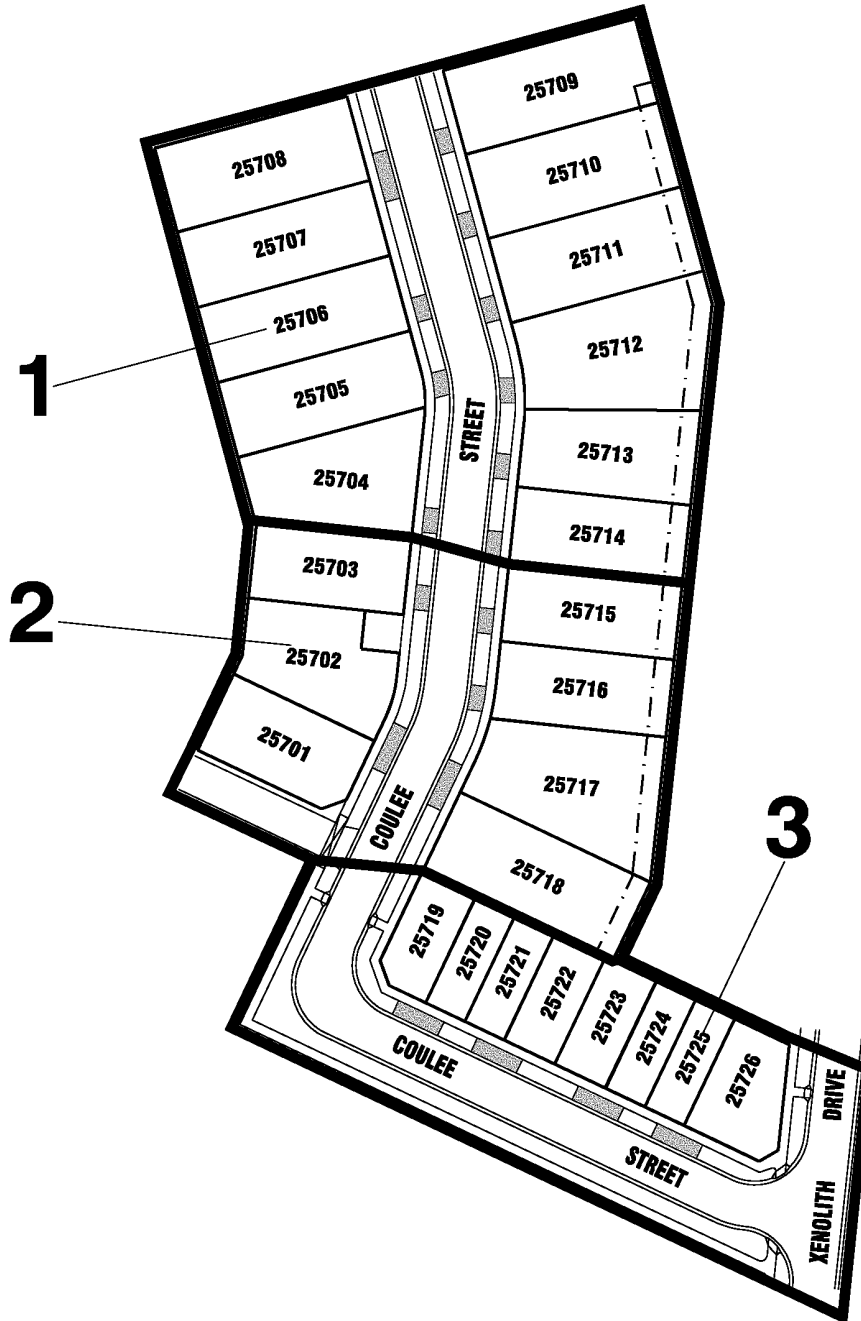


**OVERLOOKING CONTROL AREA**  
(refer 'Overlooking' in text)

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**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

*3.4 Plan of subdivision showing key to sheets*



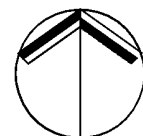
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**KEY TO SHEETS**

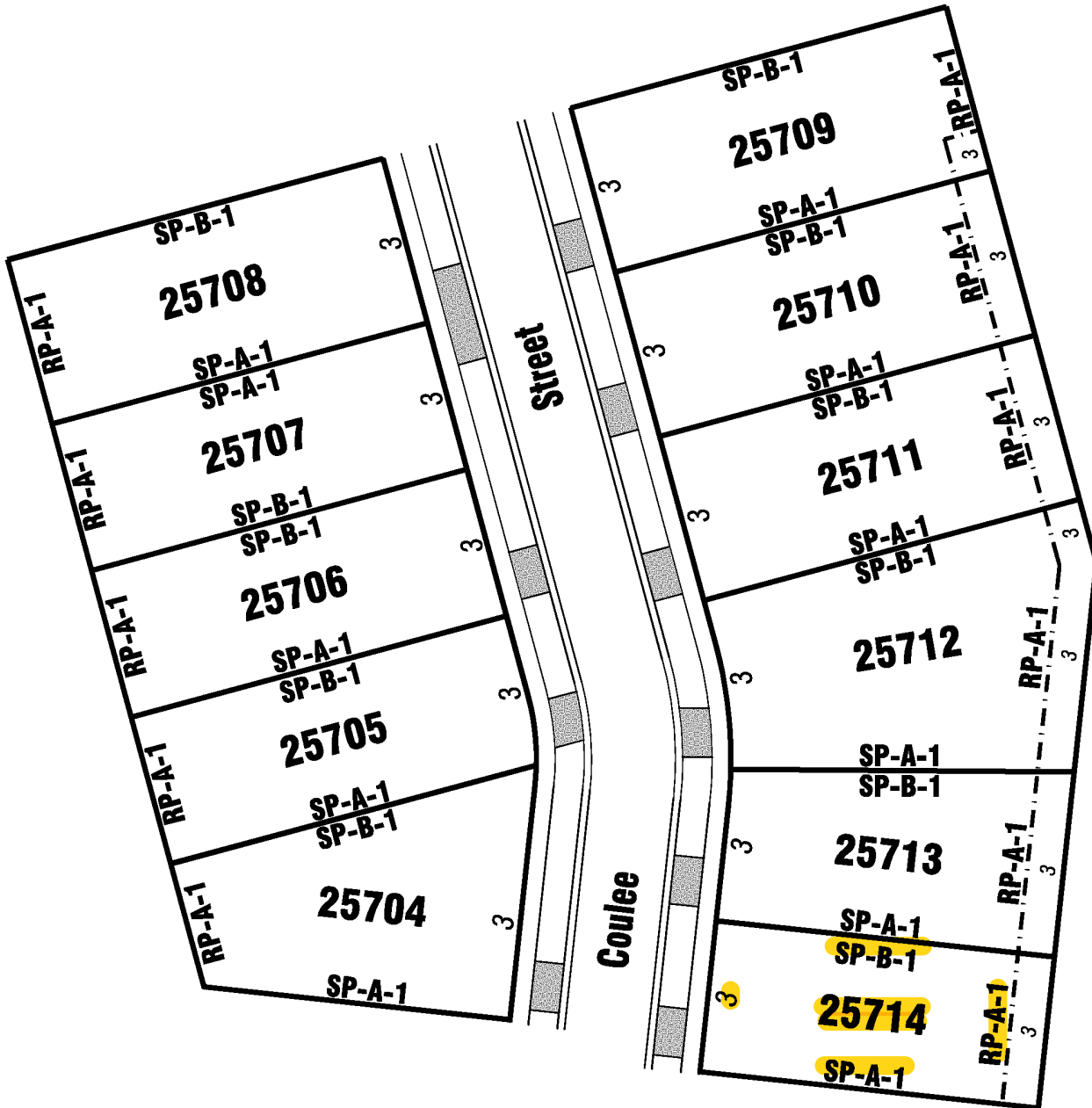


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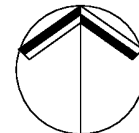
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**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

3.5 *Plan of subdivision showing building envelope height and setback profile identifier code*

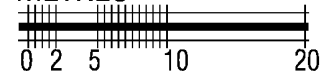


**SHEET 1**



**METRES**

**V3**



All dimensions are shown in metres

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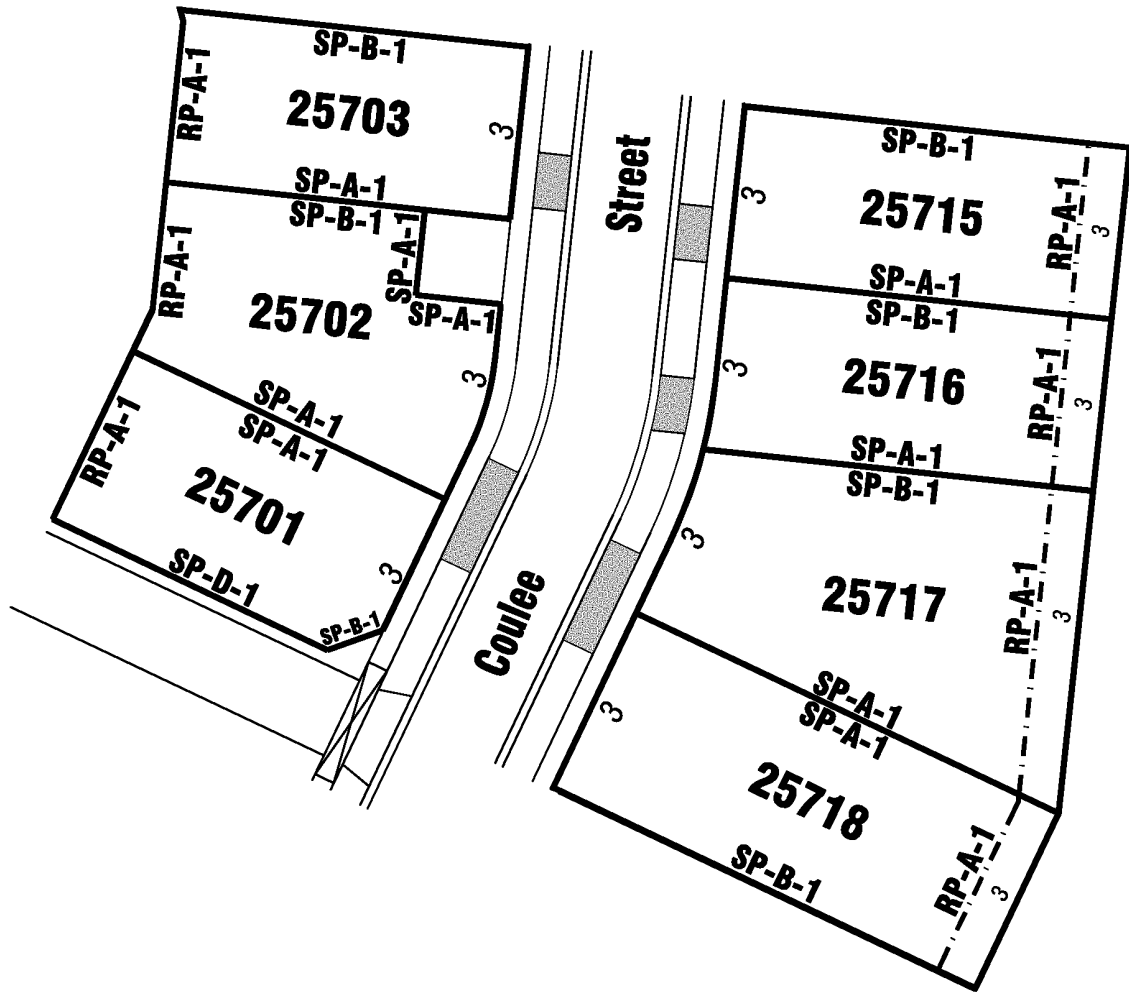
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100 to 1000 Drawing shall prevail in the event of any discrepancy

**Memorandum of common provisions  
Section 91A Transfer of Land Act 1958**

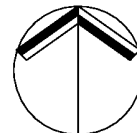


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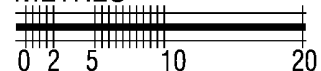
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**SHEET 2**



**METRES**

**V3**



All dimensions are shown in metres

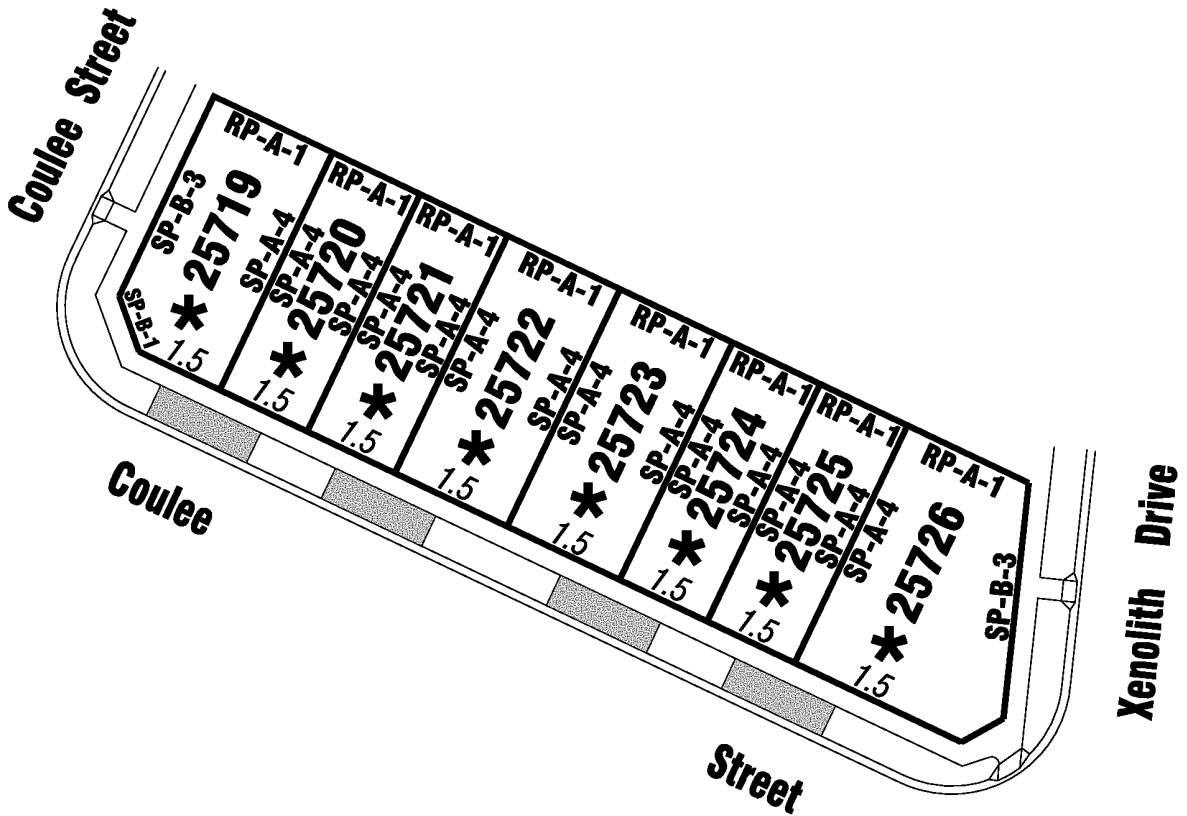
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This is a CAD Drawing with should not be altered manually



**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

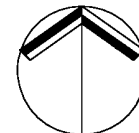


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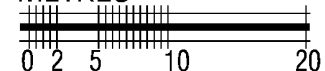
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**SHEET 3**



**METRES**

**V3**



All dimensions are shown in metres

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AUGUST 15, 2022

PLANNING PERMIT APPLICATION FOR  
A PROPOSED VARIATION TO RESTRICTION NO. PS  
845605B.

LOT 25714, NO. 13 COULEE STREET,  
CRAIGIEBURN.

PREPARED BY  
SK BUILDING DESIGN  
PH: 0450 189 797  
E: [SIZAR@SKBUILDINGDESIGN.COM.AU](mailto:SIZAR@SKBUILDINGDESIGN.COM.AU)

## 1.0 INTRODUCTION

This planning submission is prepared in support of a proposed variation to Restriction No. PS 845605B for the site at No. 13 Coulee Street, Craigieburn by way of varying the Memorandum of Common Provisions (MCP) provisions.

The proposal seeks to vary the side setbacks and the height of garage wall on boundary. The restriction contained within the MCP is worded in a way which allows to seek variations to these provisions by way of planning permit application to the satisfaction of the responsible authority. This submission includes matters that must be considered in deciding on an amendment to the building envelope to the satisfaction of the responsible authority.

## 2.0 SITE AND SURROUNDS

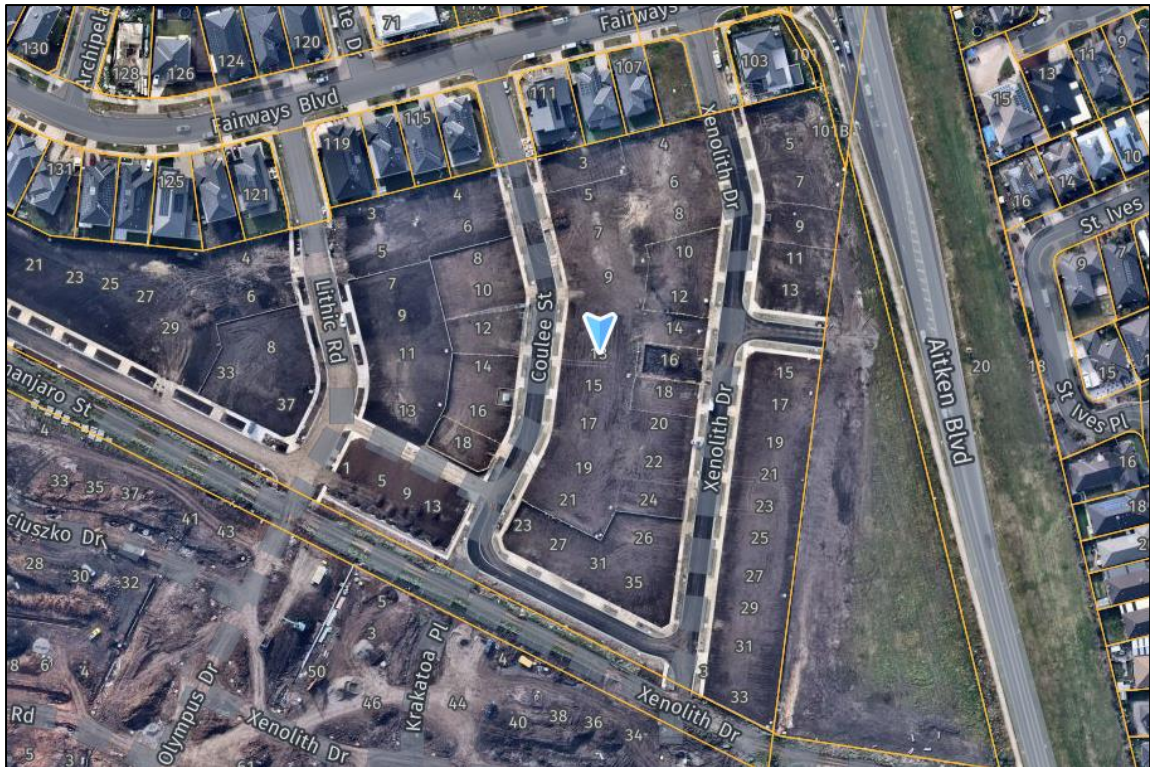
The subject site is located at 13 Coulee Street, Craigieburn and is legally described as Lot 25714 in PS 845605B.

The site has resulted from a recent residential subdivision approval of the parent allotment which is bound by Aitken Blvd to the east, Fairways Blvd to the North and Xenolith Drive to the south. The subdivision was approved under Planning Permit P21351 allows for *subdivision in stages, construction of single dwellings on lots less than 300sqm, removal of native vegetation and associated buildings and works.*

The site as illustrated in Figure 1 is regular in shape and is currently vacant. It has east-west orientation, with a frontage of 12.5 metres to Coulee Street and a depth of 28 metres with a total site area of 350 square metres. Access to the site is provided via a single width concrete driveway shared with the abuttal property to the south of the street frontage.

The adjacent properties to the north, east and west are currently vacant. The site appears to be vacant of any vegetation and is encumbered by a 3 metres wide easement traversing the site along the rear (east) boundary.

The subject allotment is also encumbered by restriction created on Plan of Subdivision PS 845605B that it cannot be used except in accordance with the provisions recorded in the Memorandum of Common Provisions (MCP). Details of restriction is discussed further below in this report.



**Figure 1:** Aerial image of subject site and surrounds. **Source:** Nearmap.com

### 3.0 PROPOSAL

**The Restriction:**

Restriction PS 845605B on Plan of Subdivision reads as follows:

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

*The burdened land cannot be used except in accordance with the provisions recorded in MCP.*

**Variation Requested:**

The proposal seeks the following variations to the MCP provisions:

- 1) Side and Rear Setbacks (regulation 79 and Clause 54.04-1);

The subject lot is shown with building envelope profile identifier codes SP-A-1 and SP-B-1.

The proposal seeks to vary/reduce the first floor (north & south) side setbacks by 400mm which is restricted by building envelope SP-B-1 at the north and SP-A-1 at the south. The new varied setback being requested is at 1.4m.

- 2) The height and length of Garage Wall on Boundary (regulation 80 and Clause 54.04-2) for Lots greater than 300 square metres in area.

The proposal seeks to vary/increase the garage wall height on boundary at the parapet wall portion only to maximum height of 4.4m (measured from natural ground level), noting that the garage roof slopes toward the rear (east) to comply with the maximum height requirement of 3.6m (refer to Elevations Sheet No.5 of Architectural Drawings).

The height of the garage parapet wall will allow for a Hampton Style Dwelling Design as envisaged by the Architect/Client. A 3D perspective is provided with the Architectural Drawings to illustrate the maximum height of garage at the parapet wall.

The length of the garage wall remains consistent with the maximum requirement of: *10 metres plus 25 per cent of the remaining length of the boundary of an adjoining lot.*

#### 4.0 PLANNING ASSESSMENT

A responsible authority must consider certain matters under the Planning and Environment Act 1987 in considering whether it should issue a planning permit to vary or remove a restrictive covenant. The matters that must be considered are set out in sections 60(2) and (5) of the Act.

Section 60(2) applies to restrictive covenants created on or after 25 June 1991:

The responsible authority must not grant a permit which allows the removal or variation of a restriction (within the meaning of the Subdivision Act 1988 ) unless it is satisfied that the owner of any land benefited by the restriction (other than an owner who, before or after the making of the application for the permit but not more than three months before its making, has consented in writing to the grant of the permit) will be unlikely to suffer—

- (a) financial loss; or
- (b) loss of amenity; or
- (c) loss arising from change to the character of the neighbourhood; or
- (d) any other material detriment—

as a consequence of the removal or variation of the restriction.

There are only two (2) benefited lots which have been identified on the Plan of Subdivision PS 845605B as follows:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
25714	25713, 25715

The proposal is considered unlikely to cause any a financial loss; or amenity; or loss arising from change to the character of the neighbourhood; or any other material detriment as a result of proposed variations.

The affected properties are both currently vacant, with no foreseen amenity impacts including overlooking or overshadowing. Nonetheless, windows shown on first floor north elevation represent a void above the dining area and a staircase window which should not cause any overlooking issues. It should be noted that there are currently no existing dwellings on either side of the subject site, and therefore it is difficult to apply the standard.

Shadow diagrams have also been prepared and submitted with this application to illustrate compliance with overshadowing. Assuming that the future secluded private open space of mosy affected southern dwelling will be located to the rear. The diagrams show that at least 75 per cent with minimum dimension of 3 metres of (future) secluded private open space will receive a minimum of five hours of sunlight between 9 am and 3 pm on 22 September.

### **Zoning**

Use:

The site is zoned Comprehensive Development Zone \_ Schedule 1 and is affected by Development Plan Overlay No.7 and Environmental Significant Overlay Schedule 9.

The use of a dwelling is permissible (Permit not Required) under Schedule 1 of the zone, as the site is identified in a local structure plan for residential development.

Buildings and Works:

Pursuant to Clause 4.1 of Schedule 1 to the CDZ, A permit is not required to construct or extend one dwelling on a lot of at least 300 square metres.

Therefore, there are no planning permit application requirements to adhere to for this type of development, including an assessment of ResCode Clause 54 for one dwelling on a lot.

## **5.0 CONCLUSION**

The proposal is considered suitable for the subject site and generally meets the key criteria to vary a restriction as set out in Section 60 (2) of Planning and Environment Act 1987. It is considered that there are no limitations on the granting of a permit set out in section 61(4) of the Act apply for the variation to restriction, therefore, we request that Council look favourably to this proposal.

SHEET LIST

00	COVER SHEET
01	NOTES
02	SITE PLAN
03	GROUND FLOOR PLAN
04	FIRST FLOOR PLAN
05	ELEVATIONS
06	ELEVATIONS
07	SECTION
08	WINDOWS & DOORS SCHEDULES
09	ROOF PLAN
10	CONCEPT LANDSCAPE PLAN
12	ELECTRICAL PLAN
17	GROUND FLR ELECTRICAL PLAN
1111	EROSION AND SEIDMENT COTROL PLAN



PERSPECTIVE



PERSPECTIVE 2



M: 0450 189 797  
 E: INFO@SKBUILDINGDESIGN.COM.AU  
 W: WWW.SKBUILDINGDESIGN.COM.AU

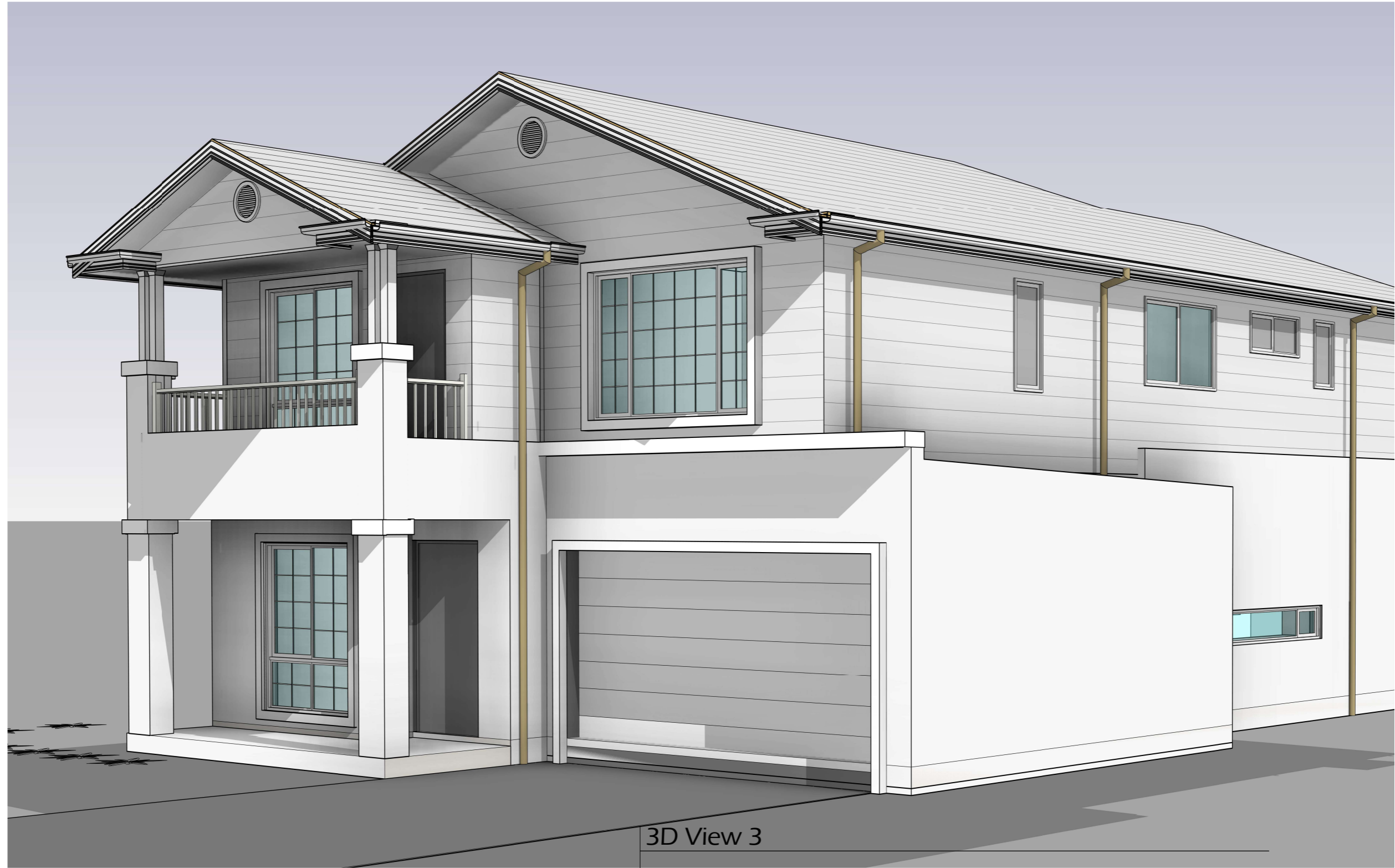


PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064

DWG:	COVER SHEET	
SHEET NO:	00	JOB NO:
SCALE:		751-COU



3D View 3



M: 0450 189 797  
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PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
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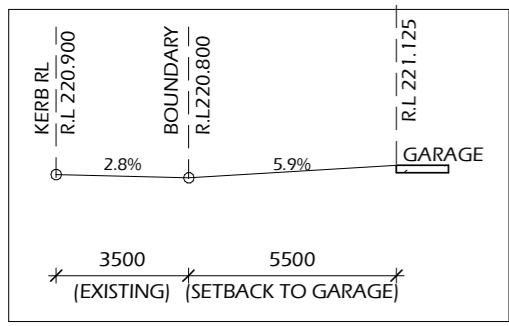
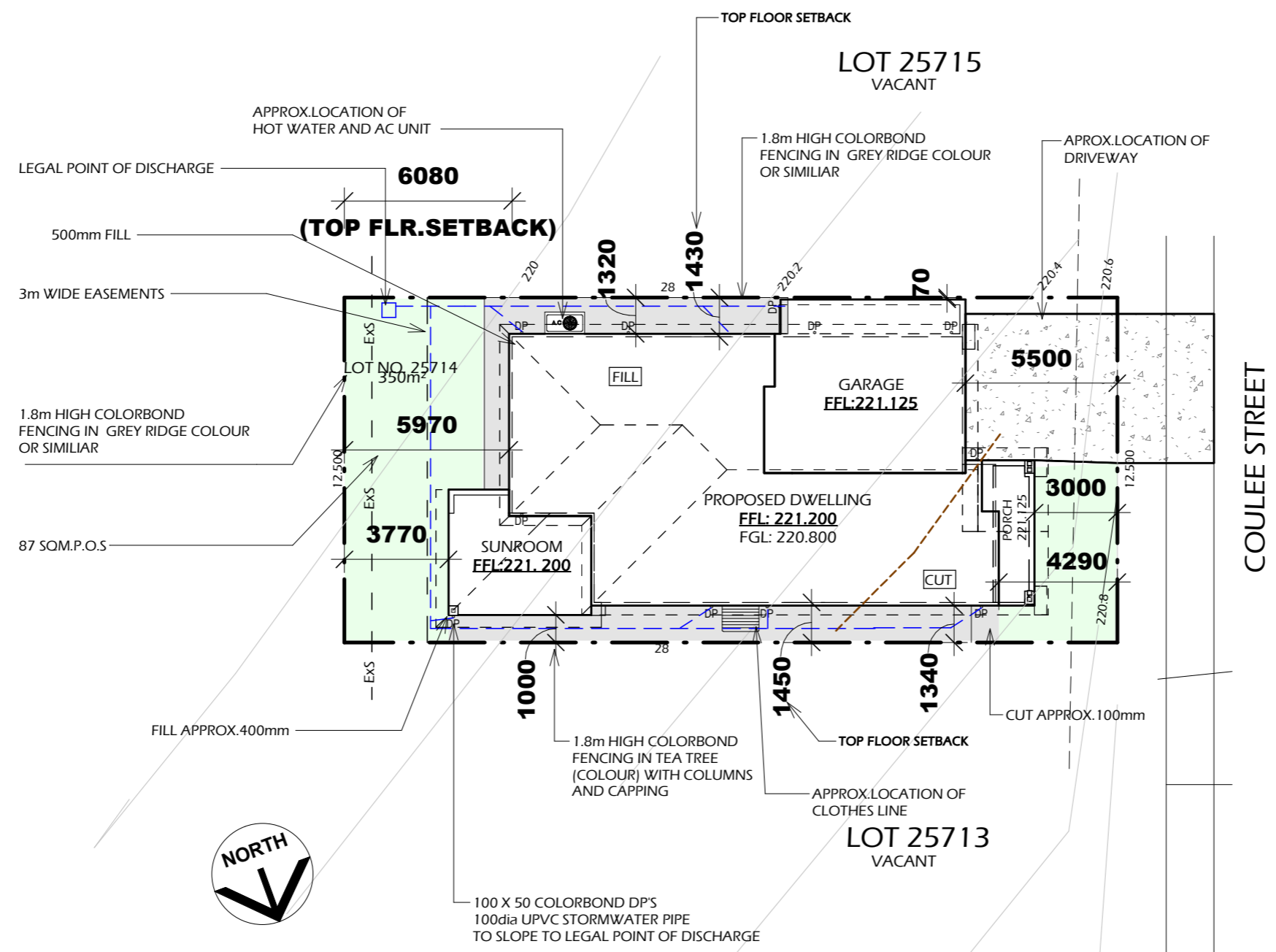
**CLIENT:** MR. JAN YAKO  
**ADDRESS:** LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

<b>DWG:</b> GARAGE SIDE PERSPECTIVE	
<b>SHEET NO:</b> 00.0	<b>JOB NO:</b> 751-COU
<b>SCALE:</b>	





SITE AREA:	350SQM
PROPOSED ROOF COVERAGE	247 SQM
SITE COVERAGE	
GROUND FLOOR:	129.6 SQM
GARAGE	42.02 SQM
PORCH :	8.1SQM
SUNROOM :	20.76SQM
TOTAL :	200.48SQM
TOTAL SITE COVERAGE	57%
PEREABILITY AREA	75.1m2 21.4%
MIN.ALLOWABLE	20%
PRIVATE OPEN SPACE	
TOTAL OPEN SPACE:	87SQM
MINIMIUM REQUIRED	80SQM



DRIVEWAY GRADIENT  
SCALE: 1:200

LEGEND	
CUT/FILL	---
DROP EDGE BEAM	---
NATURAL GROUND LEVEL	NGL
FINISH GROUND LEVEL	FGL
FINISH FLOOR LEVEL	FFL
PRIVATE OPEN SPACE	///



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CLIENT: MR. JAN YAKO  
ADDRESS: LOT 25714  
NO.13 COULEE STREET  
CRAIGIEBURN 3064

DWG:	SITE PLAN	
SHEET NO:	02	JOB NO:
SCALE:	1:200	751-COU

STANDARD CONSTRUCTION NOTES

WALL FRAMING

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH:
- AS 1684:2010 NATIONAL TIMBER FRAMING CODE AND ENGINEER'S STRUCTURAL COMPUTATIONS.
- WALL BRACING, FIXING, TIE DOWNS, DURABILITY NOTES & ANY ADDITIONAL ENGINEERING REQUIREMENTS TO BE AS PER ENGINEER'S DETAILS.
- FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY.
- ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH N.C.C. 3.8.3.3

ROOF FRAMING

- PREFABRICATED ROOF TRUSSES TO MANUFACTURER'S
- SPECIFICATIONS-PITCH AS SHOWN ON ELEVATIONS

SLAB AND FOOTINGS

- REINFORCED CONCRETE SLAB AND ASSOCIATED FOOTINGS IN ACCORDANCE WITH ENGINEER'S DETAILS.
- SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR WHERE APPLICABLE.

PLUMBING AND DRAINAGE

- ALL PLUMBING, DRAINAGE & ASSOCIATED WORKS TO COMPLY WITH THE PLUMBING CODE OF AUSTRALIA, N.C.C. & AS 3500 - PLUMBING AND DRAINAGE.

TERMITE PROTECTION

- PROVITE TERMITE ANAGEMENT SYSTEM AS PER AS 3660.1:2010 - TERMITE MANAGEMENT.

GLAZING

- WINDOW SIZES ARE NOMINATED AS GENERIC CODES; CODES READ AS HEIGHT BY WIDTH.
- ALL GLAZING TO COMPLY WITH; AS 1288:2006 GLASS IN BUILDINGS AS4055:2012 WIND LOADS FOR HOUSING
- PROTECTION OF OPENABLE WINDOWS TO BE PROVIDED IN ACCORDANCE WITH N.C.C 3.9.2.5

STEPS, STAIRS & BALUSTRADES

- ALL STEPS & STAIRS TO HAVE: 240mm MIN. & 355mm MAX. TREAD DEPTH AND 115mm MIN. & 190mm MAX. RISER HEIGHT IN ACCORDANCE WITH N.C.C. 3.9.1
- BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2 TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE GROUND LEVEL

WATERPROOFING

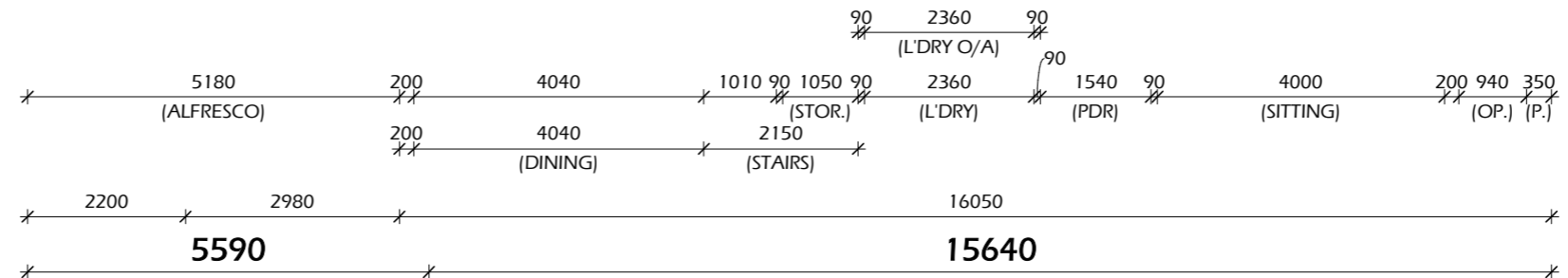
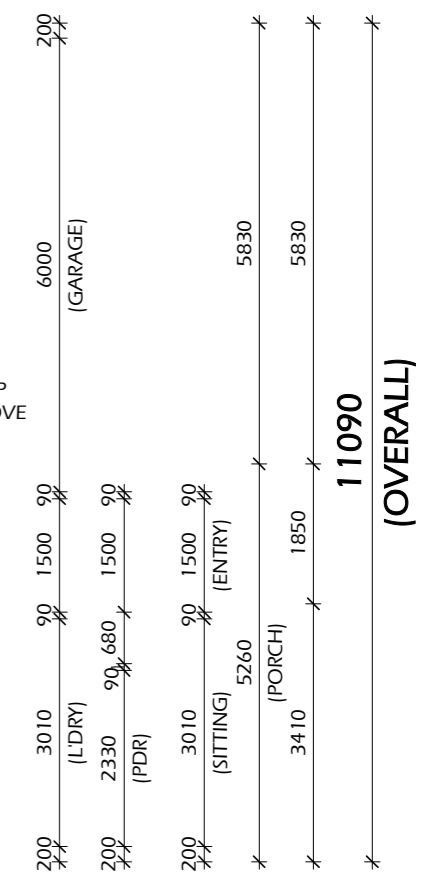
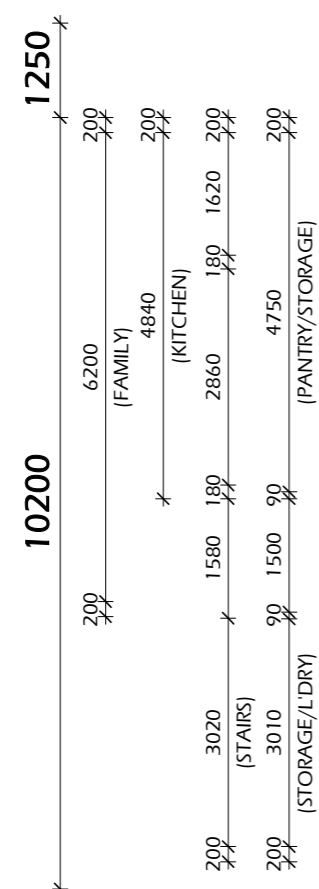
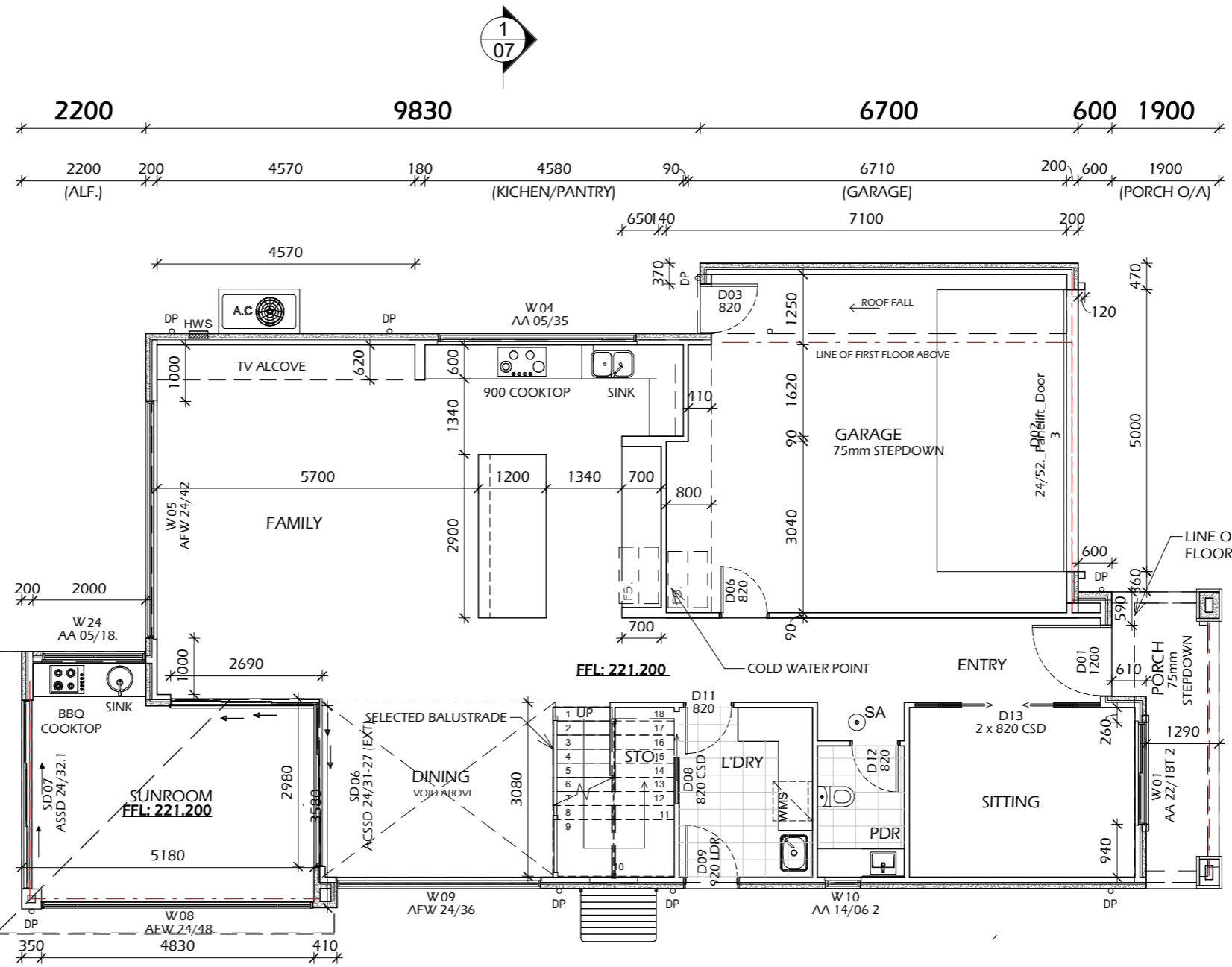
- PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- WATERPROOFING OF WET AREAS TO COMPLY WITH; AS 3740:2010 WATERPROOFING OF DOMESTIC WET AREAS &/OR N.C.C. 3.8.1

EXHAUST FAN

- EXHAUST SYSTEMS INSTALLED IN THE KITCHEN, BATHROOM, SANITARY COMPARTMENT OR LAUNDRY MUST COMPLY WITH FLOW RATES AS SPECIFIED IN N.C.C. 3.8.7.3.
- BATHROOM, SANITARY COMPARTMENTS & LAUNDRIES MUST BE DISCHARGED DIRECTLY VIA SHAFT OR DUCT TO OUTDOOR AIR OR TO A VENTILATED ROOF SPACE COMPLYING WITH N.C.C. 3.8.7.4

SMOKE ALARM

- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH N.C.C. 3.7.5 & AS 3786



LEGEND

MW	MICROWAVE
DW	DISHWASHER
WM	WASHING MACHINE SPACE
FS	FRIDGE SPACE
SA	SMOKE ALARM
⊗	EXHAUST FAN
DP	DOWN PIPE LOCATION
FW	FLOOR WASTE
WS	WASTE STACK
⊠	ROOF ACCESS
—SB—	STRUCTURAL BEAMS TO ENGINEER'S SPECIFICATIONS

FLOOR AREAS

GROUND FLOOR	122.19 m <sup>2</sup>
FIRST FLOOR	147.03 m <sup>2</sup>
GARAGE	44.42 m <sup>2</sup>
PORCH	7.91 m <sup>2</sup>
SUNROOM	20.66 m <sup>2</sup>
BALCONY	6.36 m <sup>2</sup>
TOTAL	348.57 m <sup>2</sup>
SQUARES	37.52



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REVA	29.07.22	SK	FINAL PLANS	

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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	GROUND FLOOR PLAN		
SHEET NO:	03	JOB NO:	751-COU
SCALE:	1:100		

STANDARD CONSTRUCTION NOTES

WALL FRAMING

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH:
- AS 1684:2010 NATIONAL TIMBER FRAMING CODE AND ENGINEER'S STRUCTURAL COMPUTATIONS.
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WATERPROOFING

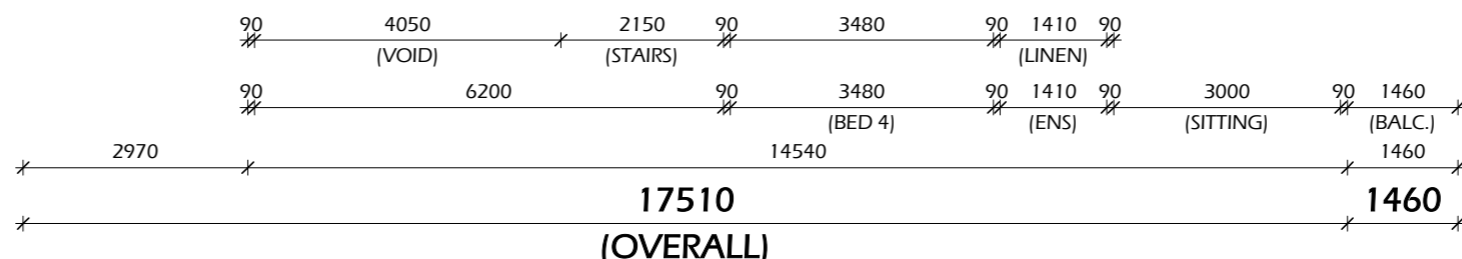
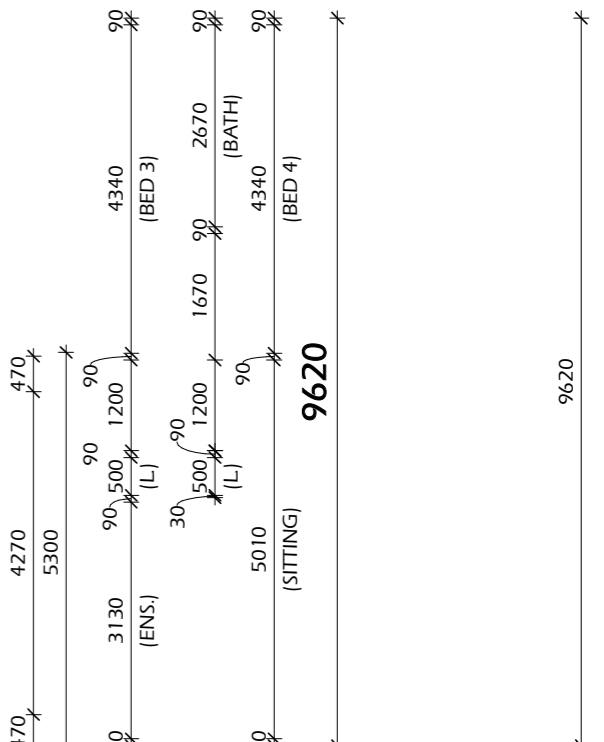
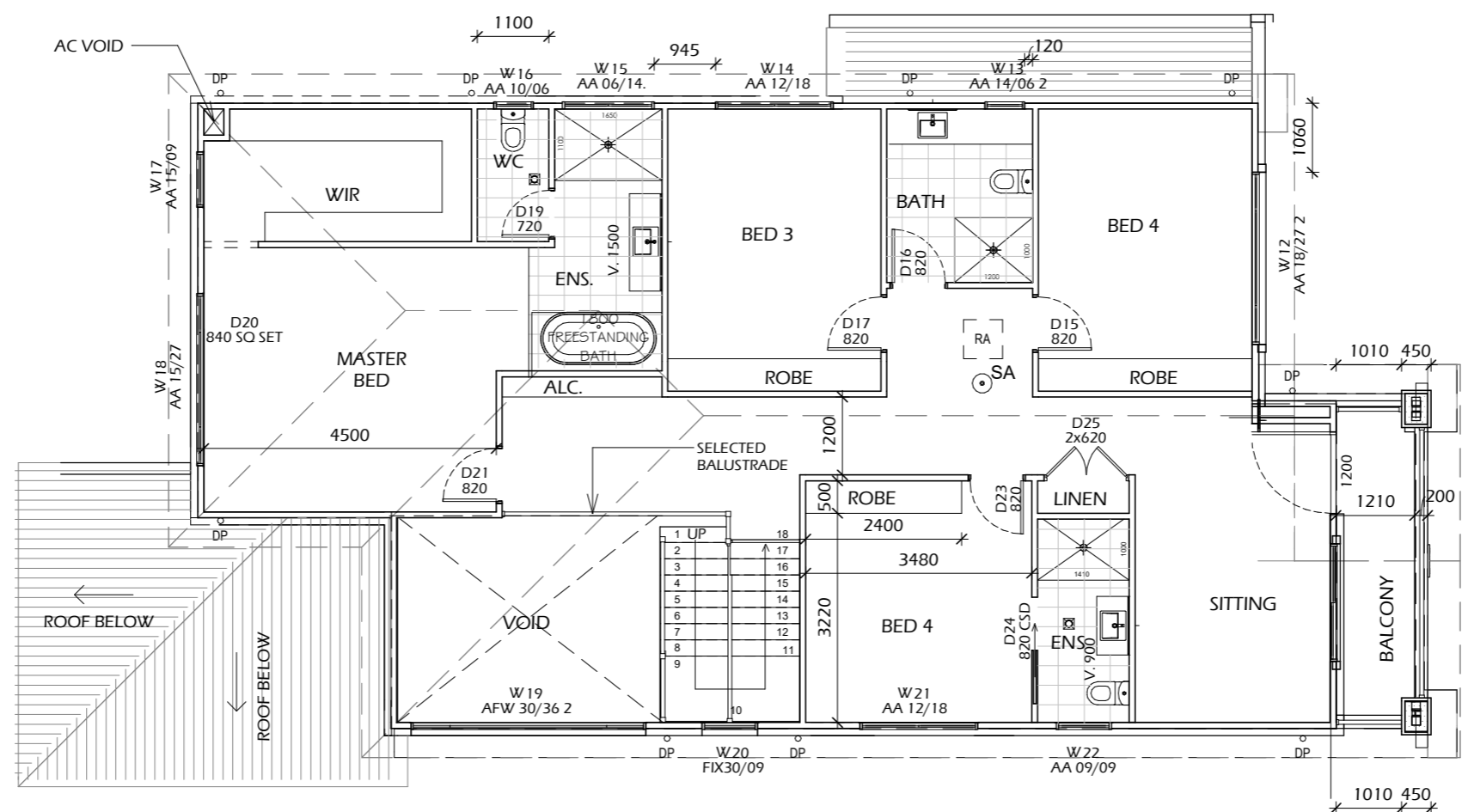
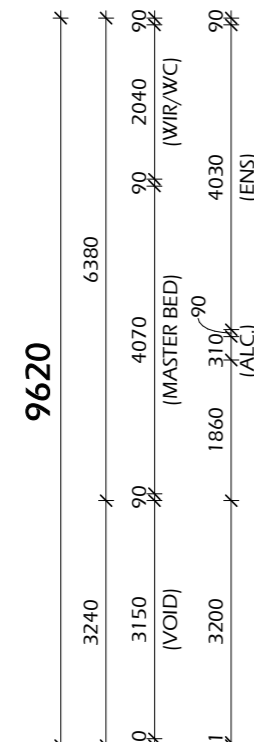
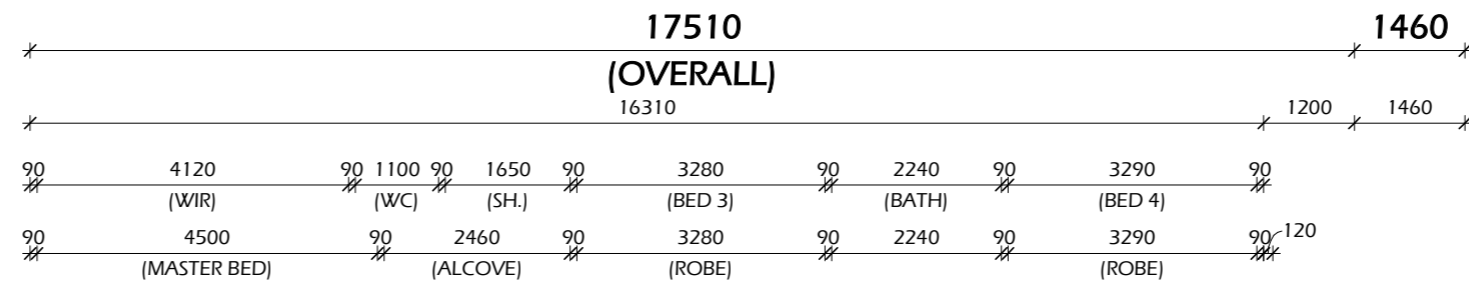
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LEGEND	
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WM	WASHING MACHINE SPACE
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SA	SMOKE ALARM
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DP	DOWN PIPE LOCATION
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—SB—	STRUCTURAL BEAMS TO ENGINEER'S SPECIFICATIONS

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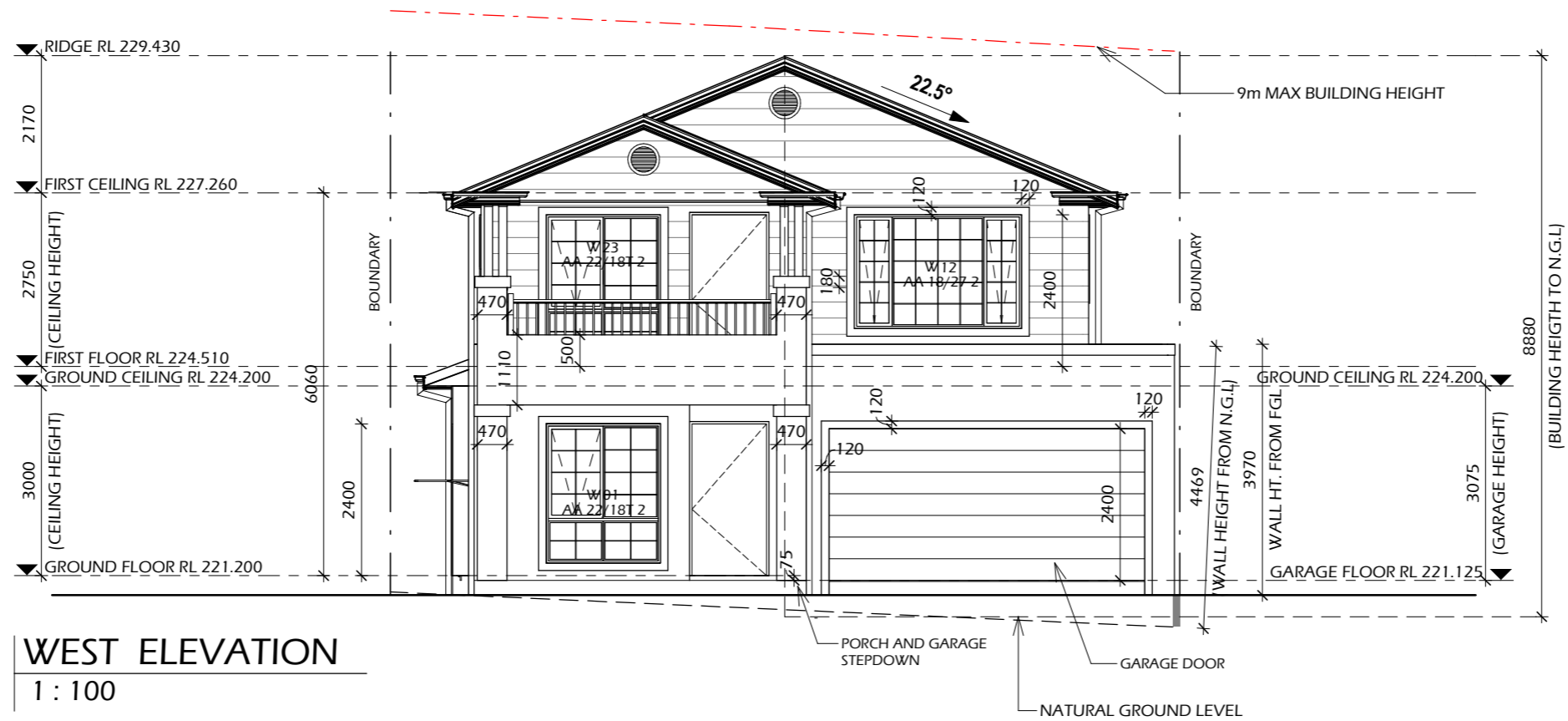
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REVA	29.07.22	SK	FINAL PLANS	

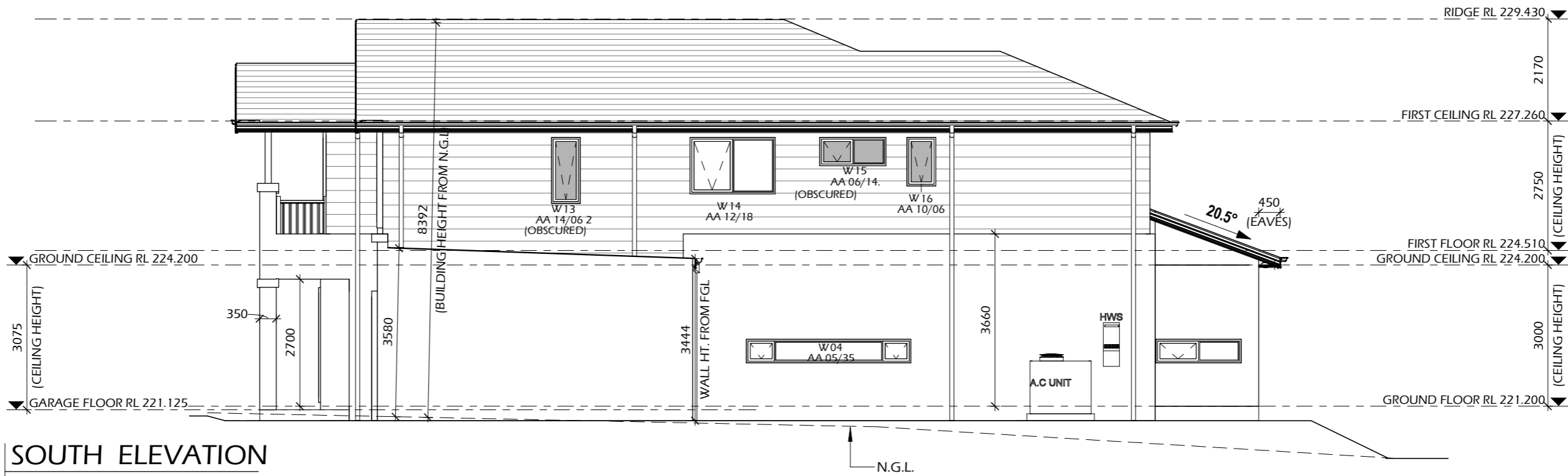
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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	FIRST FLOOR PLAN
SHEET NO:	04
SCALE:	1:100
JOB NO:	751-COU



**WEST ELEVATION**  
1 : 100



**SOUTH ELEVATION**  
1 : 100



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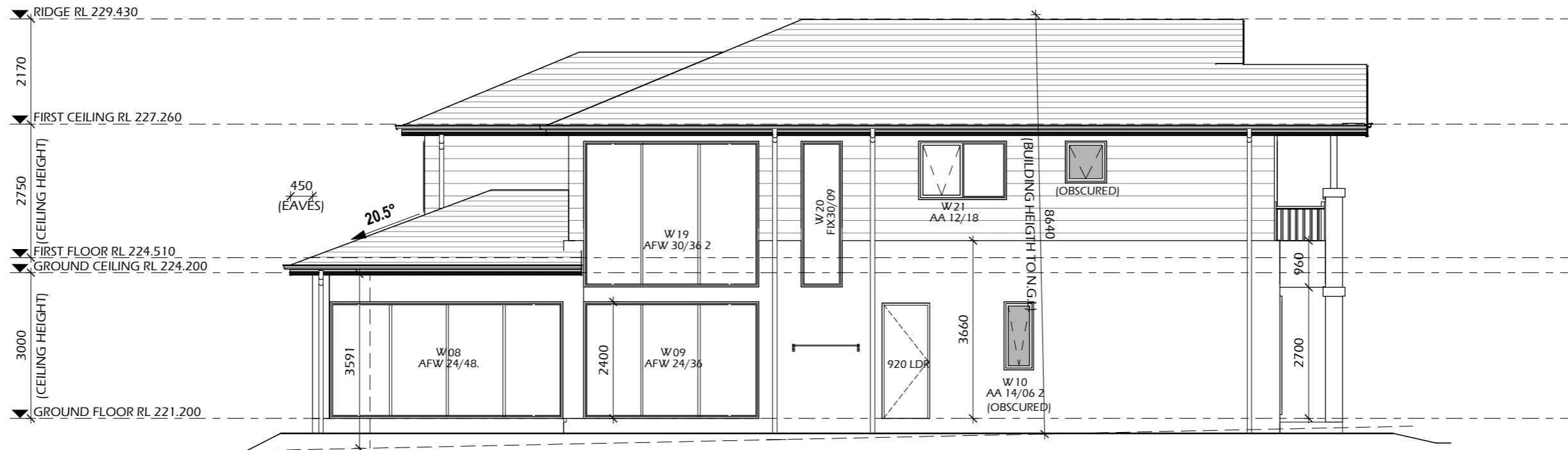
CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064

DWG:	ELEVATIONS	
SHEET NO:	05	JOB NO:
SCALE:	1 : 100	751-COU



**EAST ELEVATION**

1 : 100



**NORTH ELEVATION**

1 : 100



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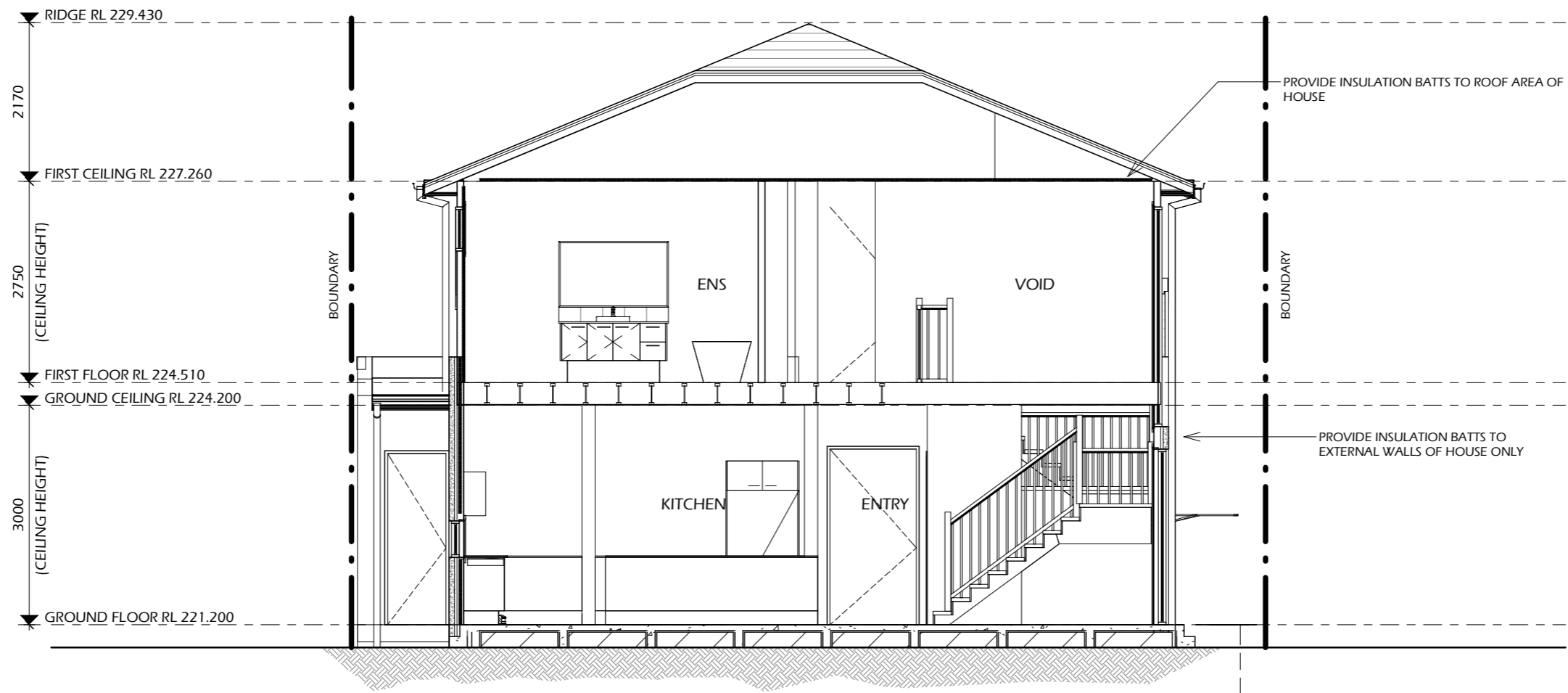


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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064

DWG:	ELEVATIONS	
SHEET NO:	06	JOB NO:
SCALE:	1 : 100	751-COU



FOOTING TO ENGINEER'S DETAILS



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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	SECTION
SHEET NO:	07
SCALE:	1:75
JOB NO:	751-COU

## .WINDOW & SLIDING DOOR SCHEDULE

WINDOW/DOOR	MARK	HEIGHT	WIDTH	WIDTH B	STYLE	FRAME TYPE	OBSCURED GLAZING	AREA
W	01	2200	1810		AWNING	STANDARD ALUMINIUM	No	3.982
W	04	500	3500		AWNING	STANDARD ALUMINIUM	No	1.75
W	05	2400	4200		FIXED	STANDARD ALUMINIUM	No	10.08
SD	06	2400	3050 2980	2740 2690	CORNER SLIDING DOOR	STANDARD ALUMINIUM	No	7.32
SD	07	2400	3355		STACKING	STANDARD ALUMINIUM	No	8.052
W	08	2400	4800		FIXED	STANDARD ALUMINIUM	No	11.52
W	09	2400	3610		FIXED	STANDARD ALUMINIUM	No	8.664
W	10	1400	610		AWNING	STANDARD ALUMINIUM	Yes	0.854
W	12	1800	2650		AWNING	STANDARD ALUMINIUM	No	4.77
W	13	1400	610		AWNING	STANDARD ALUMINIUM	Yes	0.854
W	14	1200	1810		AWNING	STANDARD ALUMINIUM	No	2.172
W	15	600	1410		AWNING	STANDARD ALUMINIUM	Yes	0.846
W	16	1030	610		AWNING	STANDARD ALUMINIUM	Yes	0.6283
W	17	1460	850		AWNING	STANDARD ALUMINIUM	No	1.241
W	18	1460	2650		AWNING	STANDARD ALUMINIUM	No	3.869
W	19	3000	3610		FIXED	STANDARD ALUMINIUM	No	10.83
W	20	3000	850		FIXED	STANDARD ALUMINIUM	No	2.55
W	21	1200	1810		AWNING	STANDARD ALUMINIUM	No	2.172
W	22	860	850		AWNING	STANDARD ALUMINIUM	Yes	0.731
W	23	2200	1810		AWNING	STANDARD ALUMINIUM	No	3.982
W	24	500	1810		AWNING	STANDARD ALUMINIUM	No	0.905

## .DOOR SCHEDULE

MARK	TYPE	HEIGHT	WIDTH	TO ROOM	FROM ROOM
01	Entry Door: 1200	2400	1210	ENTRY	
02	Garage_Panelift_Door: 24/52_Panelift_Door 3	2400	5000	GARAGE	
03	External_Door: 820	2340	820	GARAGE	
06	Internal_Door: 820	2340	820	GARAGE	
08	Cavity_Sliding_Door: 820 CSD	2340	820	STO.	L'DRY
09	Laundry_Door: 920 LDR	2340	920	L'DRY	
11	Internal_Door: 820	2340	820	L'DRY	
12	Internal_Door: 820	2340	820	PDR	
13	Cavity_Sliding_Double_Door: 2 x 820 CSD	2340	820	ENTRY	SITTING
15	Internal_Door: 820	2340	820	BED 4	SITTING
16	Internal_Door: 820	2340	820	BATH	SITTING
17	Internal_Door: 820	2340	820	BED 3	SITTING
19	Internal_Door: 720	2340	720	WC	ENS.
20	Square_Set: 840 SQ SET	2340	840	MASTER BED	WIR
21	Internal_Door: 820	2340	820	MASTER BED	SITTING
23	Internal_Door: 820	2340	820	BED 4	SITTING
24	Cavity_Sliding_Door: 820 CSD	2340	820	BED 4	ENS
25	Internal_Double_Door: 2x620	2340	620	SITTING	LINEN
26	Entry Door: 1200	2400	1210	SITTING	BALCONY



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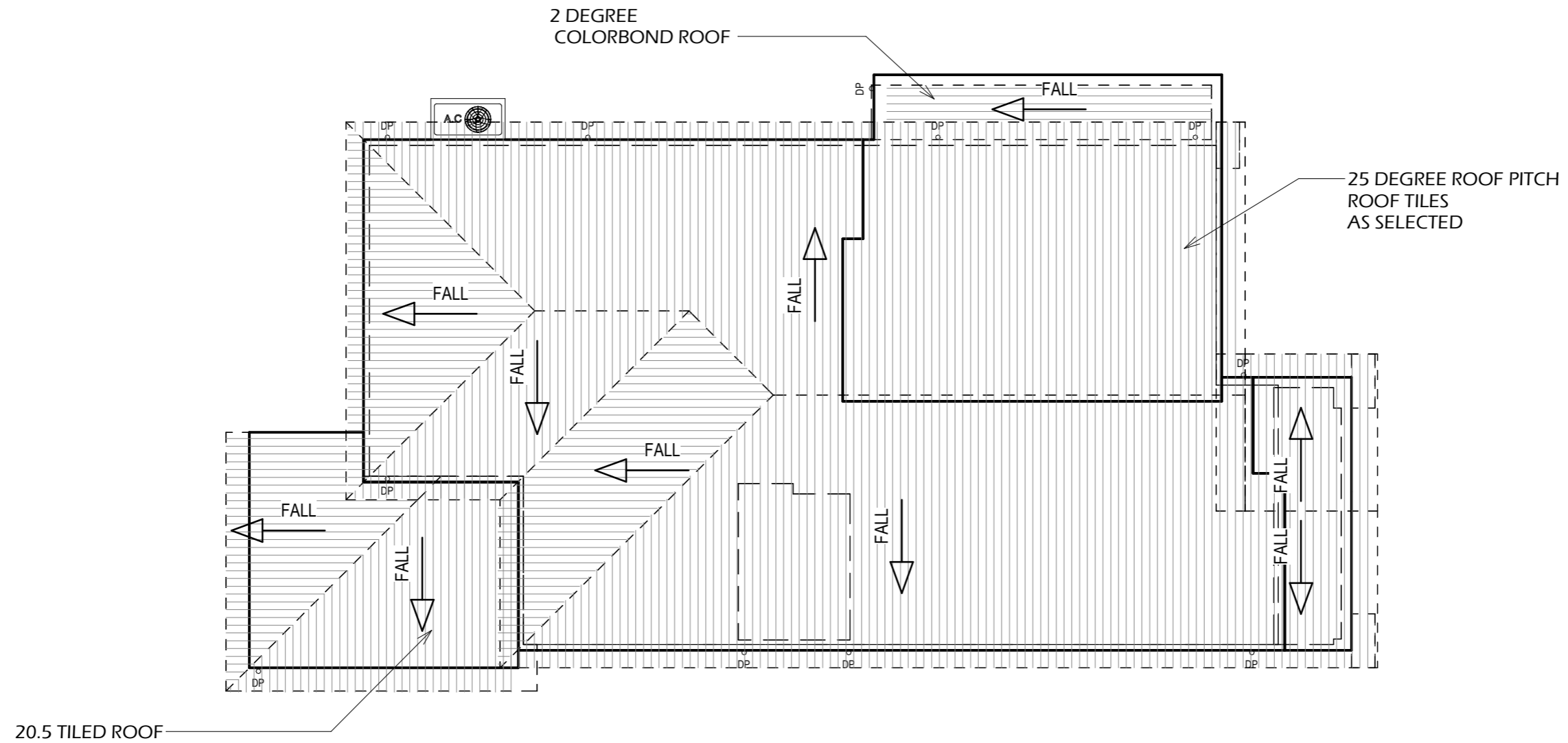
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REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064

DWG:	WINDOWS & DOORS SCHEDULES	
SHEET NO:	08	JOB NO:
SCALE:		751-COU





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REV.A	29.07.22	SK	FINAL PLANS	

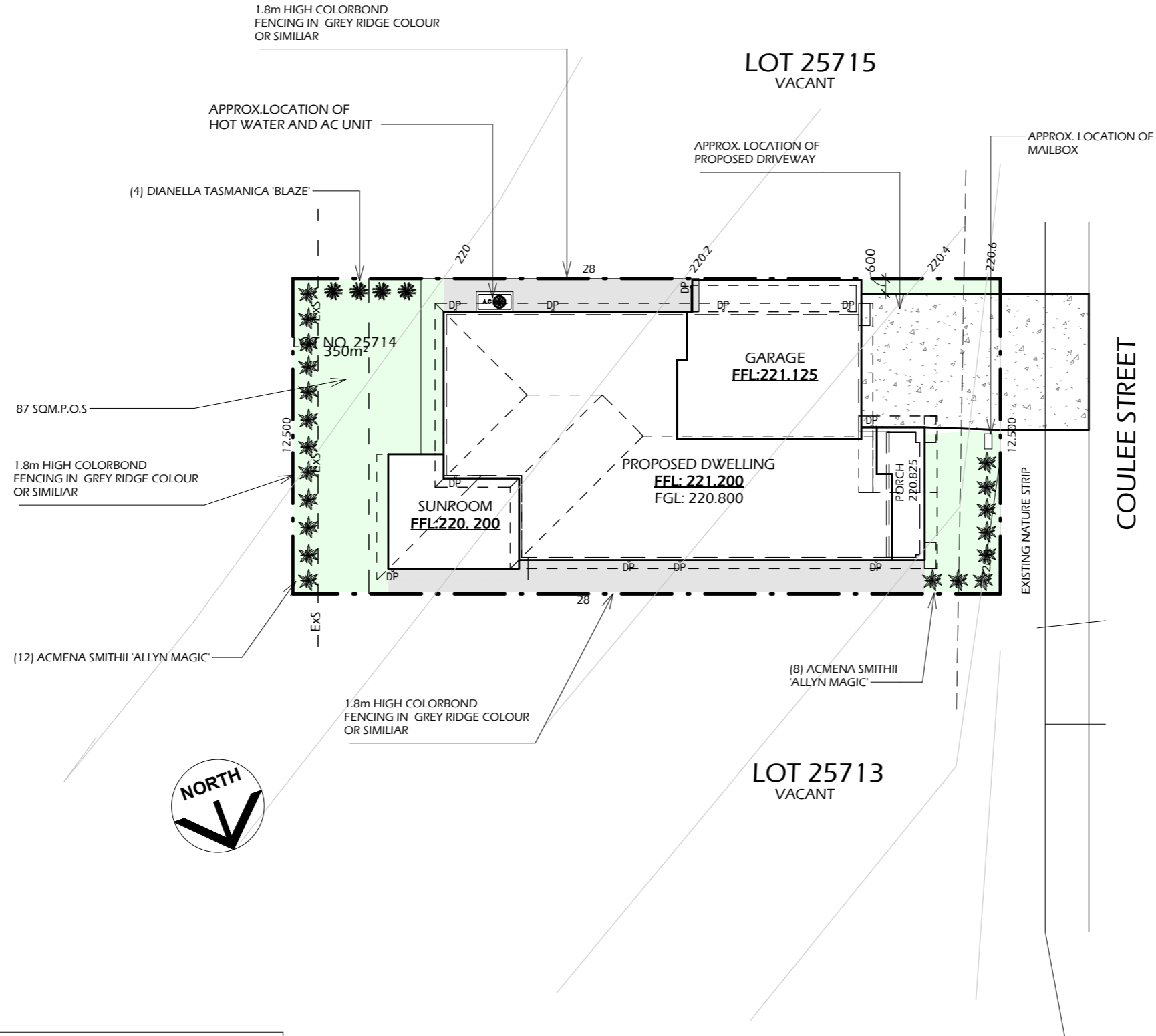
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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064



DWG:	ROOF PLAN	
SHEET NO:	09	JOB NO:
SCALE:	1:100	751-COU

**LEGEND:**

- TURF
- CONCRETE



**PLANTING LIST**

TYPE	SYMBOL	BOTANIC NAME	COMMON NAME	POT SIZE	QTY	HEIGHT	SPACING
HEDGE		ACMENA SMITHII 'ALLYN MAGIC'	DWARF LILLY PITLY	300mm	21	0.9m HEDGED	1m
PLANTS		DIANELLA TASMANICA 'BLAZE'	DIANELLA	150mm	4	0.4m	0.4m



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 E: INFO@SKBUILDINGDESIGN.COM.AU  
 W: WWW.SKBUILDINGDESIGN.COM.AU



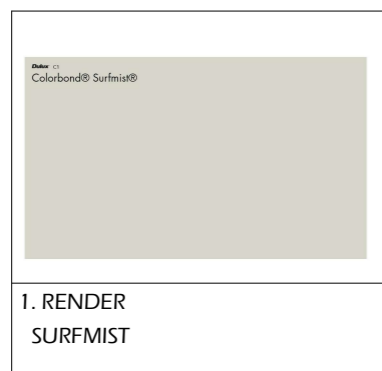
PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT:	MR. JAN YAKO	DWG:	CONCEPT LANDSCAPE PLAN
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064	SHEET NO:	10
		SCALE:	1:200
		JOB NO:	751-COU



## COLOURS PLAN



1. RENDER  
SURFMIST



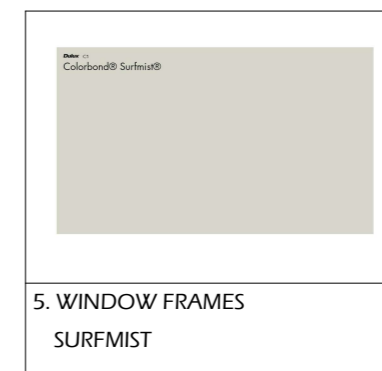
2. ROOF TILES  
ALABSTAR ROOF TILE



3. ENTRY DOOR  
SURFMIST



4. GARAGE DOOR  
SURFMIST



5. WINDOW FRAMES  
SURFMIST



6. LINEA WETHERBOARD  
BEIGE ROYAL QUARTER



7. MULLIONS  
SURFMIST



8. BALCONY BALUSTRADE  
BEIGE ROYAL QUARTER



9. DOWNPIPE  
SURFMIST



10. FASCIA & GUTTER  
ALABSTAR



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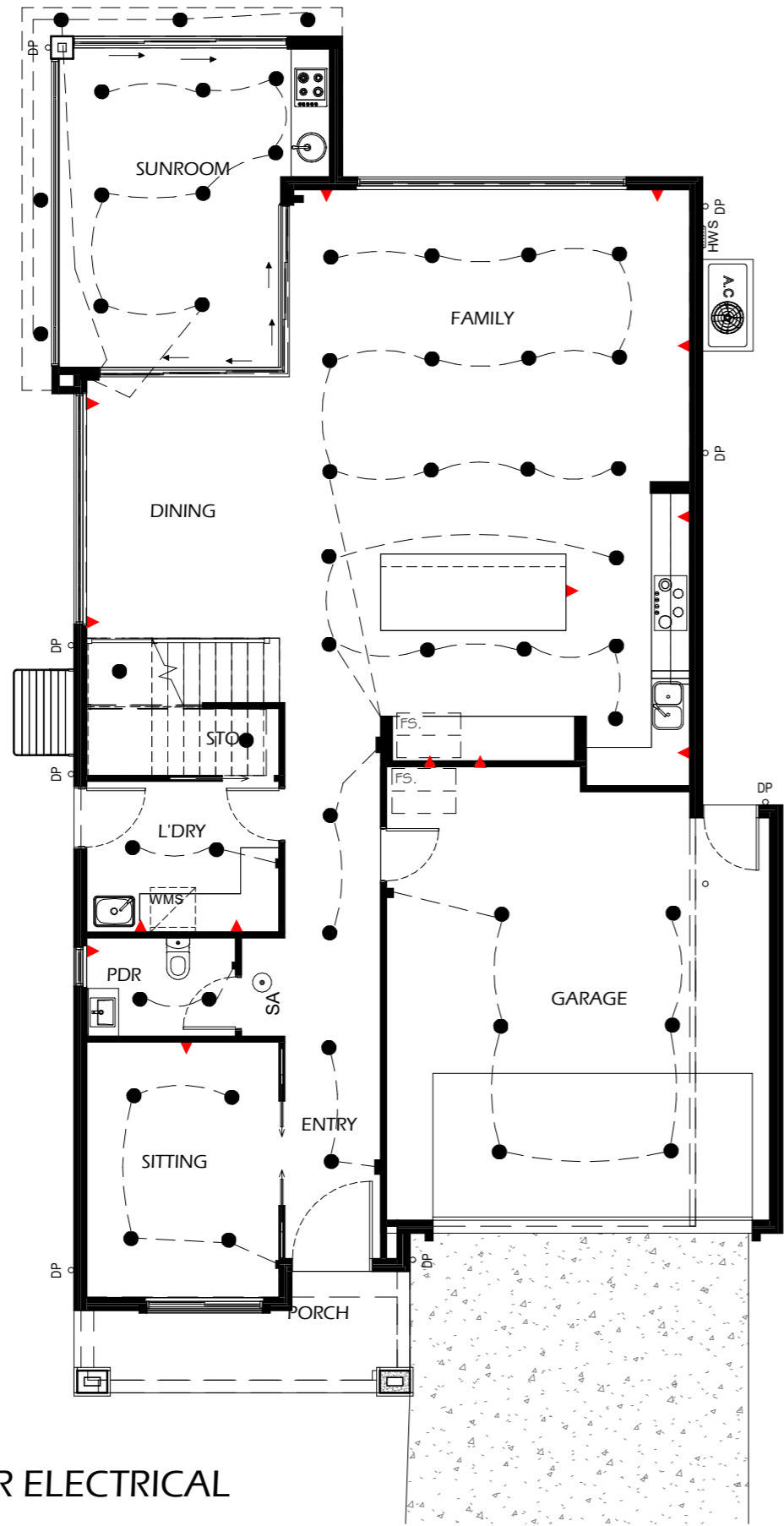


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REV.A	29.07.22	SK	FINAL PLANS	

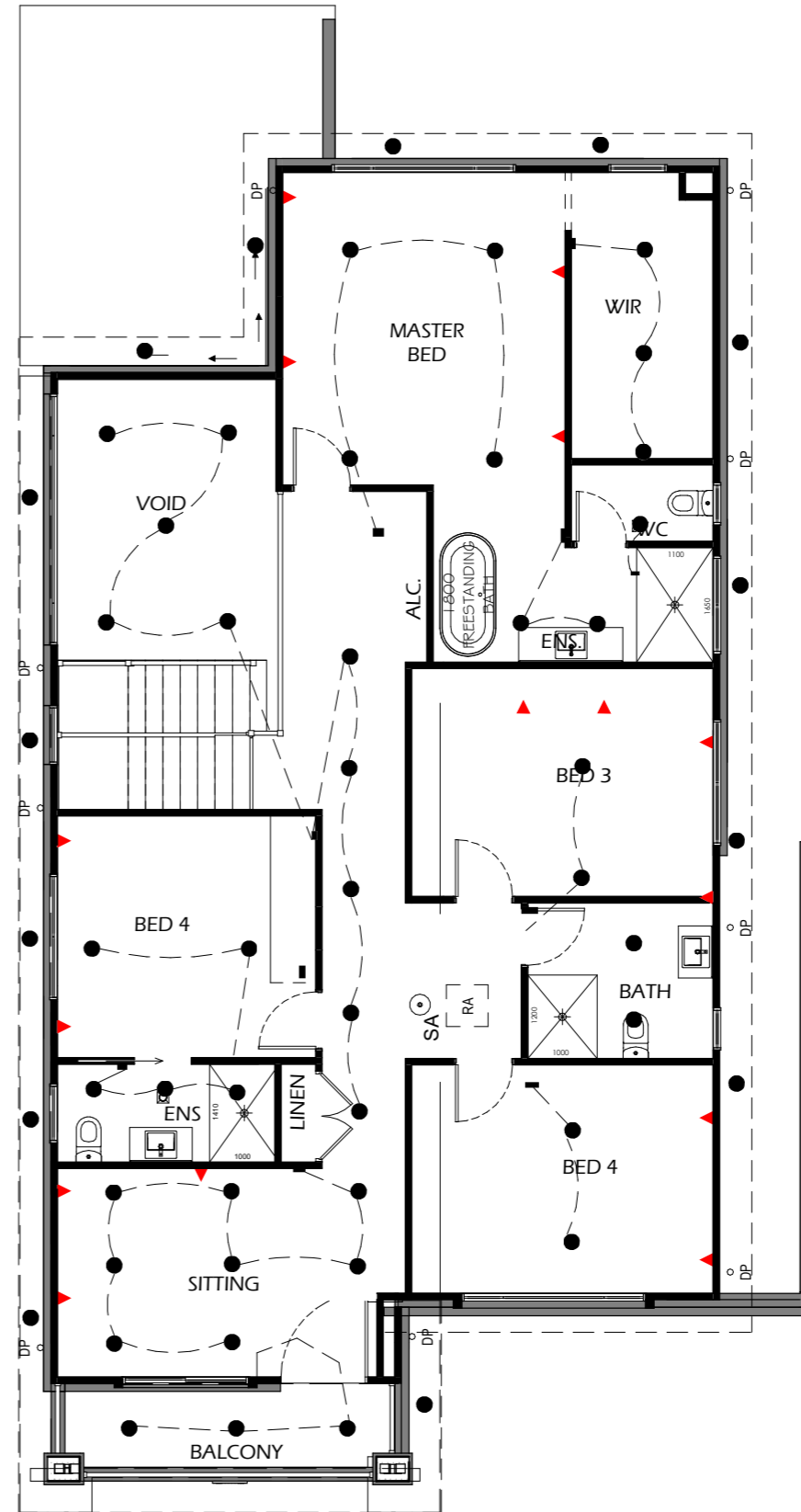
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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 NO.13 COULEE STREET CRAIGIEBURN 3064

DWG:	COLOURS PLAN	
SHEET NO:	11	JOB NO:
SCALE:	1:100	751-COU



GROUND FLOOR ELECTRICAL PLAN  
1:100



FIRST FLOOR ELECTRICAL PLAN  
1:100

LEGEND

- DOUBLE POWER POINT (x29)
- DOWNLIGHT (x81)



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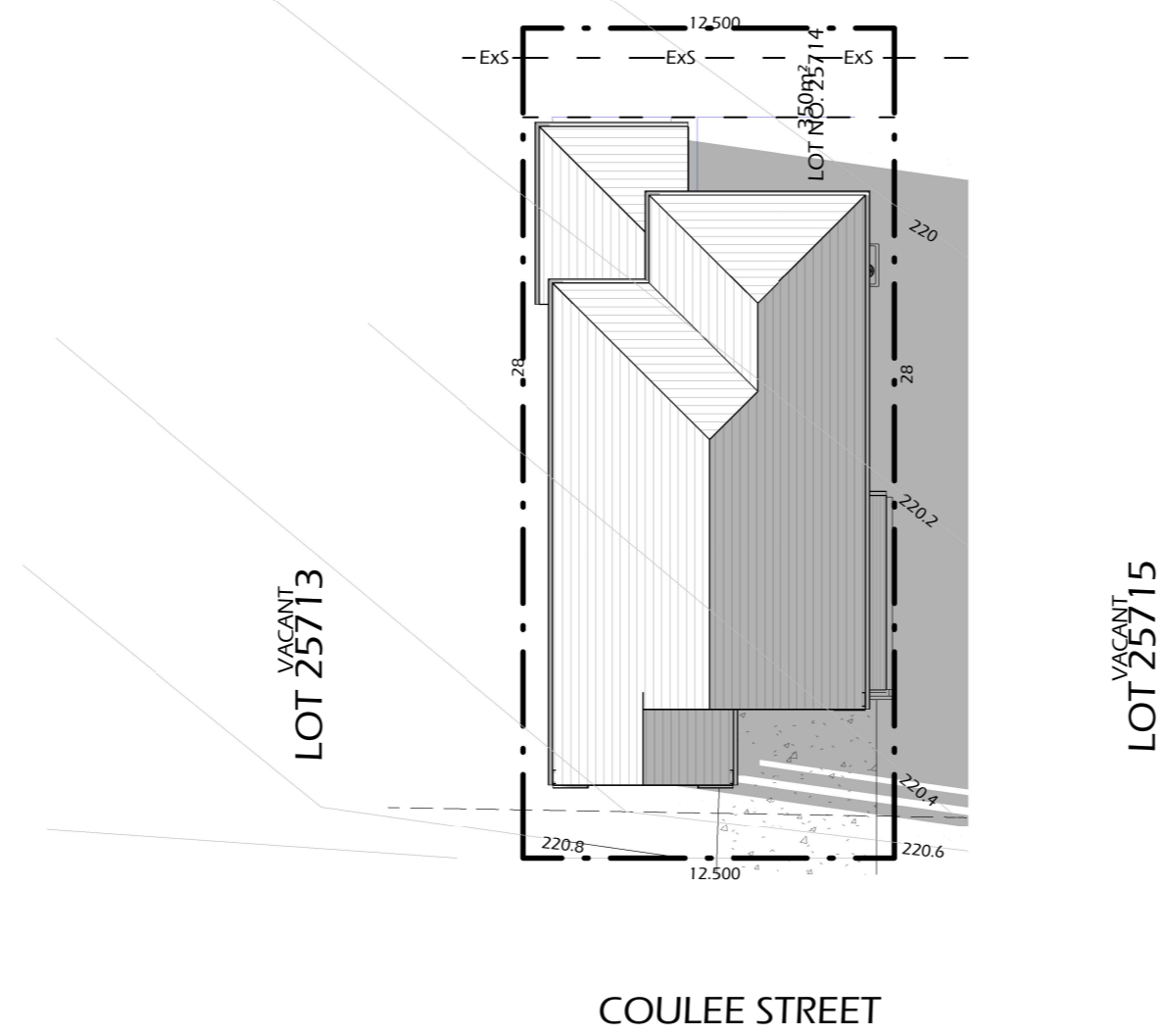
**bdad**  
ACCREDITED  
BUILDING DESIGNER

PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT: MR. JAN YAKO  
ADDRESS: LOT 25714  
NO.13 COULEE STREET  
CRAIGIEBURN 3064

DWG:	ELECTRICAL PLAN	
SHEET NO:	12	JOB NO:
SCALE:	1:100	751-COU



COULEE STREET



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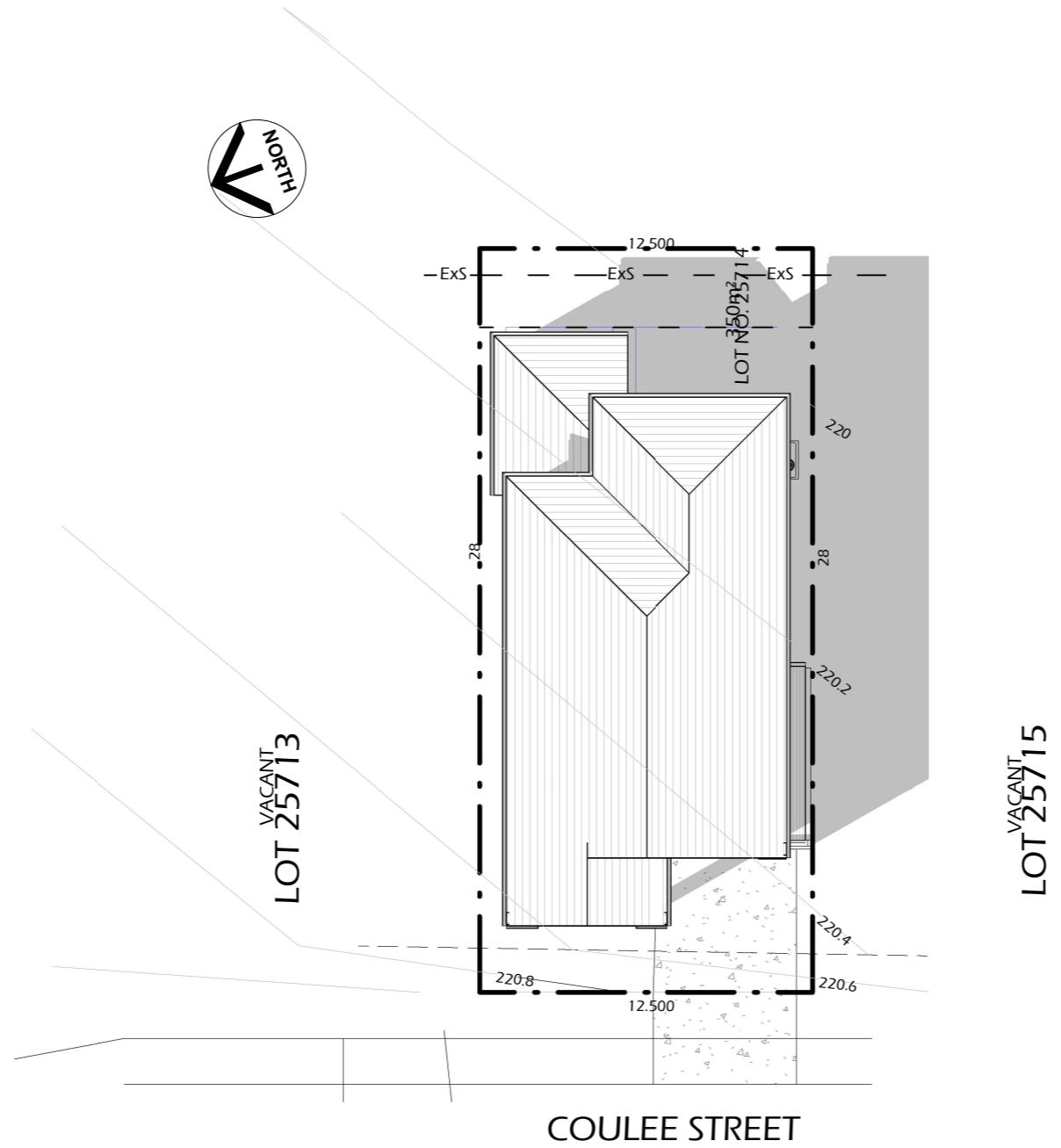
**bdaa**  
 ACCREDITED  
 BUILDING DESIGNER

PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	SHADOW DIAGRAM 9am	
SHEET NO:	13	JOB NO:
SCALE:	1:250	751-COU



SHADOW 12.00 noon  
1 : 250



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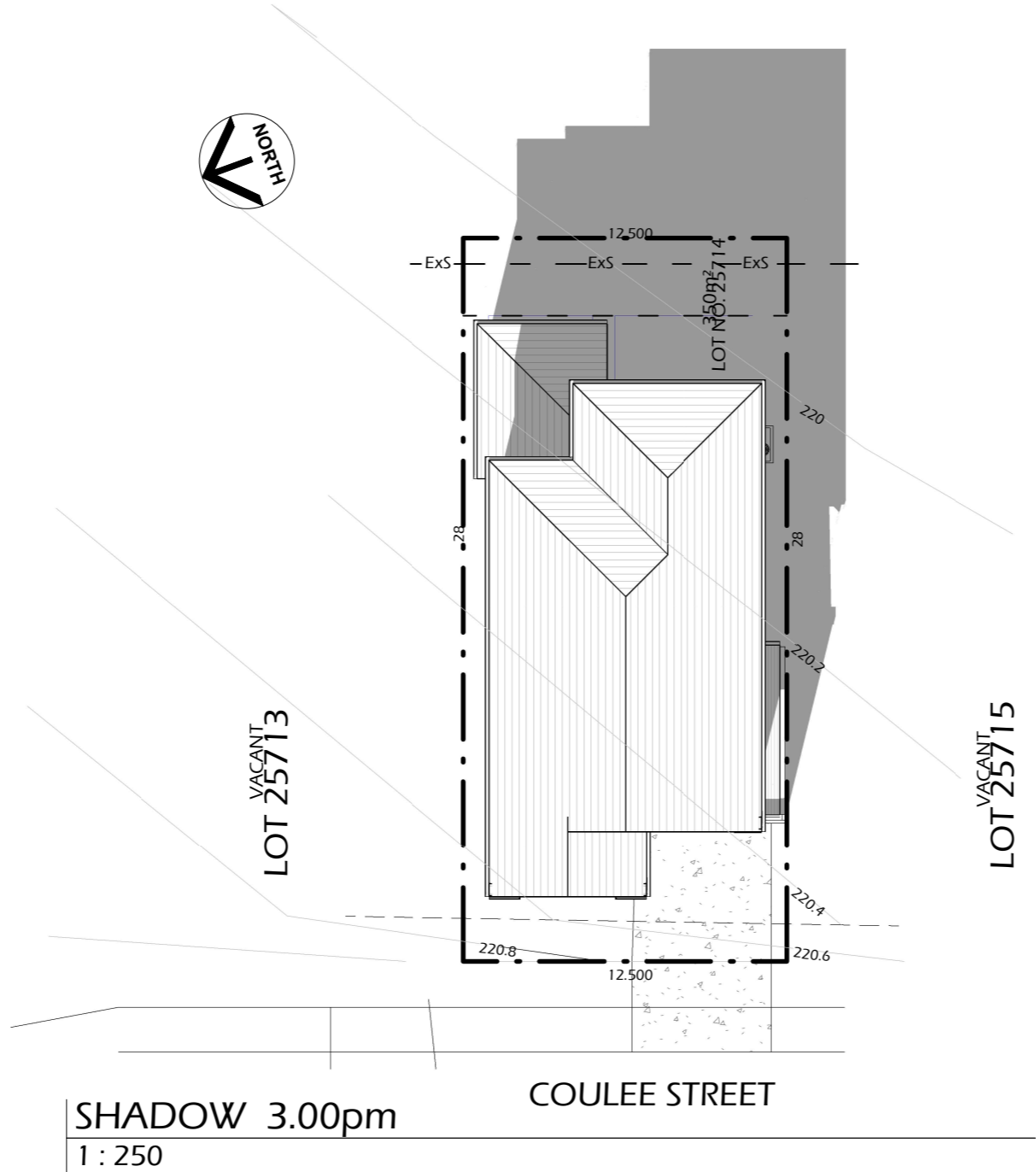


PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT: MR. JAN YAKO  
ADDRESS: LOT 25714  
NO.13 COULEE STREET  
CRAIGIEBURN 3064

DWG:	SHADOW DIAGRAM 12 noon	
SHEET NO:	14	JOB NO:
SCALE:	1 : 250	751-COU



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**bdaa**  
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 BUILDING DESIGNER

PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:
REV.A	29.07.22	SK	FINAL PLANS	

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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714  
 NO.13 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	SHADOW DIAGRAM 3pm	
SHEET NO:	15	JOB NO:
SCALE:	1:250	751-COU

# VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

**VENDOR** STOCKLAND HIGHLANDS PTY LTD (ACN 097 352 200)

**PROPERTY** Lot 25714, on proposed Plan of Subdivision No. PS845605B, Stage 257,  
being part of the land located at Coulee Street, Craigieburn, Victoria 3064

## 1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates. The Property is not separately rated or assessed for rates and taxes at the date of this statement. The attached certificates relate to land which includes the Property. The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of completion. The Vendor is unable to accurately estimate the exact outgoings which will apply to the Property after approval and registration of the proposed plan of subdivision. They are not expected to exceed \$5,000.00.
- (b) The amount of land tax which may be applicable to the Property may vary from the amount shown in the attached certificate and will be determined having regard to the specific circumstances of the purchaser including the total unimproved value of the land owned by the purchaser and the use to which the property is put and other properties owned by the purchaser.
- (c) It is anticipated that the Property will be separately rateable and may be taxable, following completion. The purchaser should make its own enquiries of relevant rating and taxing authorities concerning the level of rates, taxes, charges and other outgoings which will be payable on the Property after completion.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Are contained in the attached certificates.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

## 2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the **vendor** until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.



- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

### 3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor including:
- (i) All registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;
  - (ii) section 98 of the *Transfer of Land Act 1958* (Vic), section 12(2) of the *Subdivision Act 1988* (Vic) and any other easements noted on the Proposed Plan of Subdivision attached;
  - (iii) The following encumbrances specific to the development:
    - (A) memorandum of common provisions;
    - (B) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);
    - (C) the requirements of the Design Essentials (as defined in the contract of sale); and
    - (D) the requirements of the Planning Restrictions (as defined in the contract of sale).
- (b) To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

- 3.2 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

- 3.3 **Road Access** – As at the date of this statement, there is no access to the property by road. There will be access to the Property by road from settlement.

- 3.4 **Planning Scheme - information concerning the planning scheme is as follows:**

The Property is affected by a planning scheme the details of which, including:

- (a) Name of planning scheme
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of any planning overlay

are set out in the attached certificates.

#### **4. NOTICES**

- 4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Are contained in the attached certificates.

- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Nil to the vendor's knowledge.

- 4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil to the vendor's knowledge.

#### **5. BUILDING PERMITS**

No building permits have been issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land).

#### **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation.

#### **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land is not subject to a work-in-kind agreement.

The land is not subject to GAIC recording.

#### **8. NON-CONNECTED SERVICES**

The following services are not connected to the land:

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

## **9. TITLE**

9.1 Attached is a copy of:

- (a) Register Search Statement and the documents, or part of the documents, referred to as a diagram location in the Register Search Statements which identify the land from which the Property will be derived and its location, being the land described in certificate of title volume 12080 folio 543;
- (b) Registered Plan of Subdivision PS810928W;
- (c) Planning Permit P21351;
- (d) Proposed Plan of Subdivision PS845599S;
- (e) Proposed Plan of Subdivision PS845605B;
- (f) Draft Memorandum of Common Provisions;
- (g) Roads Certificates;
- (h) Planning Certificates;
- (i) Council Land Information Certificates;
- (j) Yarra Valley Water Information Statements;
- (k) State Revenue Office Land Tax Clearance Certificates;
- (l) GAIC Certificate;
- (m) Environment Protection Authority Register Extracts;
- (n) Building Certificates;
- (o) Department of Environment, Land, Water and Planning Property Report;
- (p) Heritage Victoria Certificate;
- (q) National Trust Certificate;
- (r) Aboriginal Heritage Certificate; and
- (s) Due Diligence Checklist.

## **10. SUBDIVISION**

### **10.1 Unregistered Subdivision**

Attached is a copy of the latest version of the unregistered plan of subdivision.

### **10.2 Staged Subdivision**

Not applicable.

### **10.3 Further Plan of Subdivision**

The Property is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* (Vic) is proposed.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**12. DUE DILIGENCE CHECKLIST**

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

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

Date of this Statement: / / 29/3/2021

DocuSigned by:

Signed by Stockland Highlands Pty Ltd  
ACN 097 352 200 by being signed by  
RICHARD JOHN  
ELLIS  
pursuant to a General Power of Attorney  
dated 18 July 2018 which is in the form  
authorised by Victorian legislation and of  
which the attorney has no notice of  
revocation.

Signature of the vendor:

DocuSigned by:  
*Richard Ellis*

9BB53D71481D44A.....  
Signed by an Authorised Representative on behalf of **Stockland  
Highlands Pty Ltd (ACN 097 352 200)**

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

18/4/2021

Date of this Acknowledgment: / /

Signature of the purchaser:

DocuSigned by:  
*Donis Markas*

6CDF60904A72432.....  
Signed by the Purchaser

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

VOLUME 12080 FOLIO 543

Security no : 124087537041V  
Produced 14/01/2021 08:57 AM

LAND DESCRIPTION

Lot HH on Plan of Subdivision 810928W.  
PARENT TITLE Volume 11912 Folio 423  
Created by instrument PS810928W 15/05/2019

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
STOCKLAND HIGHLANDS PTY LTD of LEVEL 7 452 FLINDERS STREET MELBOURNE VIC  
3000  
PS810928W 15/05/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS810928W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT604043D (B)	PLAN VARYING EASEMENT	Registered	30/10/2020

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

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

Street Address: 120H VULCAN DRIVE CRAIGIEBURN VIC 3064

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>PS810928W</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>14/01/2021 11:17</b>

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 4</b>	<b>PS 810928W</b>
----------------------------	------------------	-------------------

<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> YUROKE</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> 17</p> <p><b>CROWN ALLOTMENT:</b> A (PART) &amp; B (PART)</p> <p><b>SECTION:</b> 13</p> <p><b>CROWN PORTION:</b> V (PART)</p> <p><b>TITLE REFERENCE:</b> VOL 11912 FOL 423</p> <p><b>LAST PLAN REFERENCE:</b> LOT GG ON PS801157A</p> <p><b>POSTAL ADDRESS:</b> 120S WATERVIEW BOULEVARD (at time of subdivision) CRAIGIEBURN 3064</p> <p><b>MGA 94</b> E 315 300      <b>Zone: 55</b>  <b>CO-ORDINATES:</b> N 5 835 650          (approx. centre of land in plan)</p>	<p>Council Name: Hume City Council</p> <p>Council Reference Number: S008485          Planning Permit Reference: P19641          SPEAR Reference Number: S116610P</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p><b>Statement of Compliance</b></p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 03/05/2019</p>
---	---

<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	
NIL	NIL	<p><b>STAGING</b>      This <del>is</del> is not a staged subdivision          Planning Permit No. <b>P19641</b></p> <p><b>DEPTH LIMITATION</b>      DOES NOT APPLY</p> <p>LOTS A TO G, I AND AA TO GG (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>Easements for support have been created in favour of lots J and K on this plan in PS810926B</p>

**EASEMENT INFORMATION**

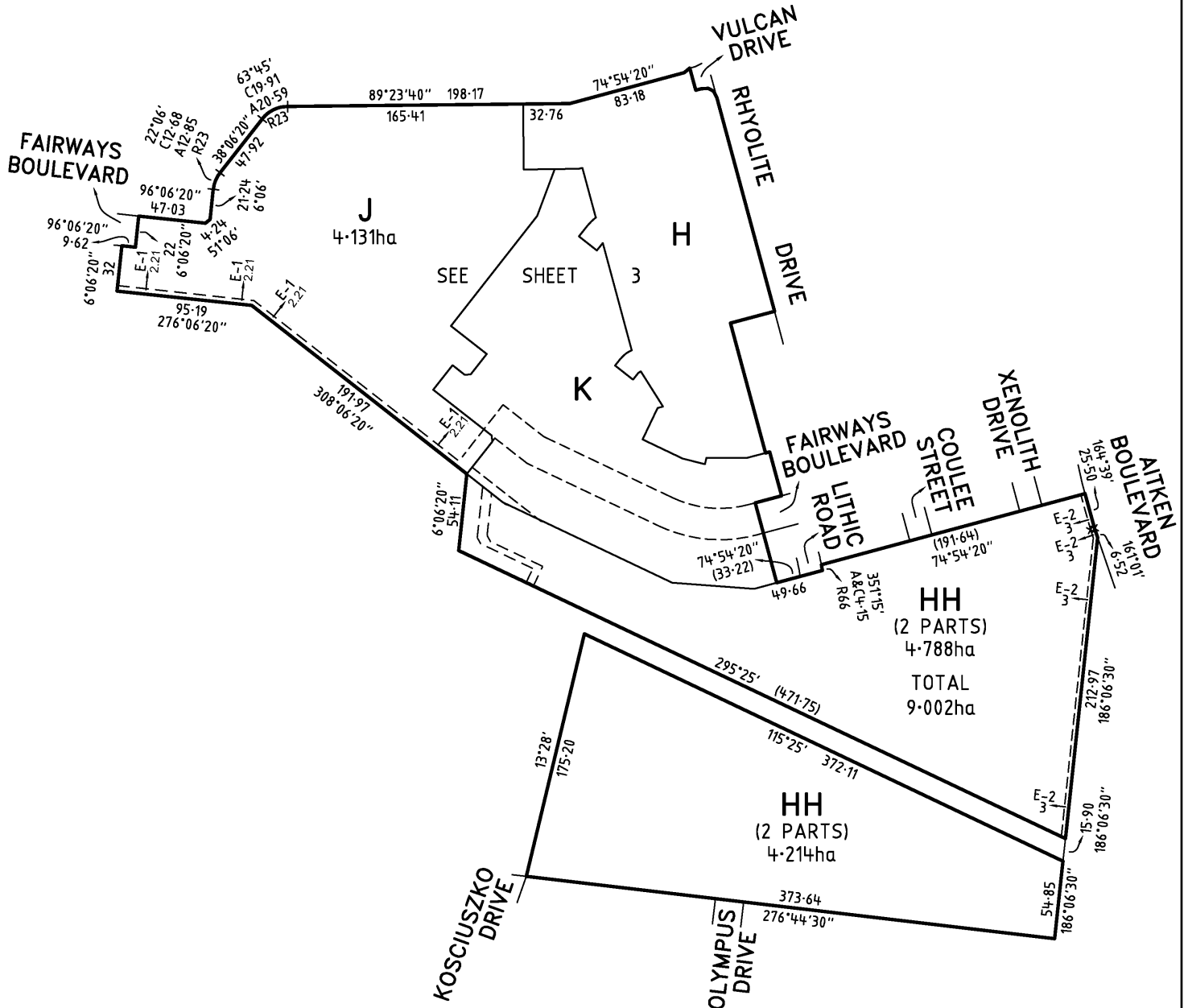
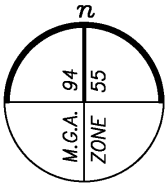
**LEGEND:**      E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A – Appurtenant Easement  
 \*Support is defined as all necessary structural support rights for retaining wall purposes

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	WATER SUPPLY	SEE DIAG	PS646778C	YARRA VALLEY WATER CORPORATION
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS728856D PS728856D	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-3	*SUPPORT	SEE DIAG	SECTION 98 TLA 1958 (PS728857B)	LOTS ON PS728857B
A-1	*SUPPORT	SEE DIAG	PS728857B	VOL 11912 FOL 423 (LOT GG ON PS801157A)
E-4	*SUPPORT	SEE DIAG	SECTION 98 TLA 1958 (PS810926B)	Lots on PS810926B
E-5	WATER SUPPLY SUPPLY OF GAS	SEE DIAG SEE DIAG	PS646778C AT604043D	YARRA VALLEY WATER CORPORATION AUSNET SERVICES (GAS) PTY LTD

<p><b>HIGHLANDS – SUPERLOTS DP14b</b>  <b>LOTS H, J, K &amp; HH</b></p> <p>16 Eastern Road   South Melbourne          Victoria 3205   PO Box 5075          Australia   03) 9699 1400          www.veris.com.au</p> <p>DEVELOP WITH CONFIDENCE™  Formerly <b>Bosco Jonson</b></p>	<p>LICENSED SURVEYOR    GEOFFREY JAMES TURNER</p> <p>DATE    16/08/18      REFERENCE    31768003          VERSION    E      DRAWING    3176800AE</p> <p>Digitally signed by: Geoffrey J Turner, Licensed Surveyor,          Surveyor's Plan Version (E),          24/08/2018, SPEAR Ref: S116610P</p>	<p>ORIGINAL SHEET SIZE A3          SHEET 1 OF 3 SHEETS</p> <p><b>PLAN REGISTERED</b>          TIME: 12:53    DATE: 15/5/19          Randall McDonald          Assistant Registrar of Titles</p>
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PLAN OF SUBDIVISION

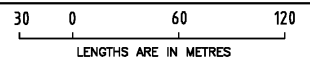
PS 810928W



HIGHLANDS – SUPERLOTS DP14b

LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE 1:3000



16 Eastern Road | South Melbourne  
Victoria 3205 | PO Box 5075  
Australia | 03) 9699 1400



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DATE 16/08/18  
VERSION E

REFERENCE 31768003  
DRAWING 3176800AE

ORIGINAL SHEET SIZE A3

SHEET 2

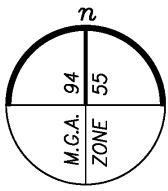
Digitally signed by: Geoffrey J Turner, Licensed Surveyor,  
Surveyor's Plan Version (E),  
24/08/2018, SPEAR Ref: S116610P

Digitally signed by:  
Hume City Council,  
03/05/2019,  
SPEAR Ref: S116610P



**PLAN OF SUBDIVISION**

**PS 810928W**



SEE SHEET 2

SEE ENLARGEMENT No.2

J  
SEE SHEET 2

ENLARGEMENT No.2  
NOT TO SCALE

H  
2.655ha

K  
3.226ha

SEE SHEET 2

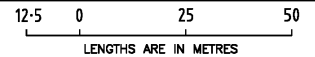
J  
K  
HH  
(2 PARTS)  
ENLARGEMENT No.1  
NOT TO SCALE

HH  
(2 PARTS)  
SEE SHEET 2

**HIGHLANDS – SUPERLOTS DP146b**

LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE  
1:1250



16 Eastern Road : South Melbourne  
Victoria 3205 : PO Box 5075  
Australia : (03) 9699 1400



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VERSION E

REFERENCE 31768003  
DRAWING 3176800AE

ORIGINAL SHEET SIZE A3  
SHEET 3



# PLANNING PERMIT



**Permit No.:** P21351  
**Planning scheme:** Hume Planning Scheme  
**Responsible authority:** Hume City Council

**ADDRESS OF THE LAND:**  
(Lot 1 & 2 TP 191634X Vol 9335 Fol 982  
Lot GG PS 801157A Vol 11912 Fol 423),  
145 BRIDGEWATER RD  
CRAIGIEBURN VIC 3064

**THE PERMIT ALLOWS:**  
**SUBDIVISION (INCLUDING SUPERLOTS) IN STAGES, CONSTRUCTION OF SINGLE DWELLINGS ON LOTS LESS THAN 300 SQUARE METRES, REMOVAL OF NATIVE VEGETATION AND ASSOCIATED BUILDINGS AND WORKS IN ACCORDANCE WITH THE ENDORSED PLANS**

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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1. The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.
2. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

### ***Fire Prevention***

3. The holder of this permit is required to submit a Wildfire Management Plan to Council's Municipal Fire Prevention Officer prior to October each year, for the duration of the subdivision construction.

### ***Development Contributions***

4. Prior to the issue of a Statement of Compliance for the subdivision which creates the 106<sup>th</sup> lot within Development Plan 19 the Mt Aitken regional public open space reserve (12.57 hectares) identified within Table 4 of Page 47 of the Highlands Local Structure Plan must be transferred to Council.

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***Date issued: 28 March 2019***

***Signature for the responsible authority:***

A handwritten signature in blue ink, appearing to be 'J. B. B.', written over a horizontal line.

5. Prior to the issue of a Statement of Compliance for the subdivision which creates the 650th lot within Development Plans 6, 8, 12, 14 and 19 combined or prior to the issue of the Statement of Compliance for the last stage of DP14, whichever is the earlier, the District/Sub-District Neighbourhood Open Space identified within Table 5 of Page 48 of the Highlands Local Structure Plan must be transferred to Council.
6. Prior to the issue of a Statement of Compliance for the subdivision which creates the 650th lot within Development Plans 6, 8, 12, 14 and 19 combined or prior to the issue of the Statement of Compliance for the last stage of DP14, whichever is the earlier, the Community Hub site identified within Table 4 of Page 47 of the Highlands Local Structure Plan must be transferred to Council.
7. Prior to the issue of a Statement of Compliance for the subdivision which creates the 650th lot within Development Plans 6, 8, 12, 14 and 19 combined or prior to the issue of the Statement of Compliance for the last stage of DP14, whichever is the earlier, the owner must pay to the Responsible Authority 90 per cent of \$832,500 in 1993 dollars (subject to cost of living increases assessed at 31 March of each year for the provision of a Community Hub within Activity Centre 1 as approved on the Highlands Local Structure Plan.
8. Prior to the issue of a Statement of Compliance for the subdivision which creates the 650th lot within Development Plans 6, 8, 12, 14 and 19 combined or prior to the issue of the Statement of Compliance for the last stage of DP14, whichever is the earlier, the owner must pay to the Responsible Authority 90 per cent of \$532,500 in 1993 dollars (subject to cost of living increases assessed at 31 March of each year for the provision of the Community Hub Activity Centre 2 as approved on the Highlands Local Structure Plan.

**Approved Building Envelopes**

9. Before the statement of compliance for any stage is issued, a building envelope plan for that stage must be submitted to and approved by the Responsible Authority. The approved building envelope plan must show a building envelope for each relevant lot to the satisfaction of the Responsible Authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying Part 5 of the building regulations.

The plan of subdivision certified under the *Subdivision Act 1988* by Council must include a restriction that buildings conform to the building envelopes. The restriction must provide for:

- a) buildings to be constructed only in conformity with the approved building envelope plan;
- b) a building envelope plan to be amended to the satisfaction of Council and any criteria or matters that must be considered by Council in deciding on an amendment to a building envelope;
- c) a building envelope plan to cease to have effect on the lot containing the envelope ten years after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on the lot containing the building envelope;

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**Date issued:** 28 March 2019

**Signature for the  
responsible authority:**



- d) the endorsement by the developer of all building plans as a prerequisite to a building permit for a lot specified as requiring such endorsement in the building envelope plan;
- e) the requirement for endorsement of building plans by the developer to cease to have effect on a lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

***Telecommunications***

10. The owner of the land must enter in to 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;
- 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.

11. 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.

***Construction Plans***

12. Prior to the commencement of any road and/or drainage works associated with any stage of the subdivision, detailed design plans must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the *Subdivisions Act 1988*.

When approved the construction plans will then form part of the permit. The plans must be drawn to scale with dimensions and three A3 copies and one electronic copy in pdf format (on CD or via e-mail) must be submitted for review. Three copies must be submitted for stamping approval. The plans must include:

- a) Engineering plans, standard drawings and specifications in accordance with an Infrastructure Design Manual approved by the responsible authority for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.

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***Date issued: 28 March 2019***

***Signature for the  
responsible authority:***



- b) Typical cross-sections for each street type, dimensioning individual elements, such as service offsets, concrete footpaths, shred pathways, kerb and channel, public lighting, cut off drains and any other spatial requirements identified in the Highlands Local Structure Plan applying to the land.
- c) A table of offsets for all utility services and street trees.
- d) The provision of conduits to service premises fronting on to the roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.
- e) Retaining walls to be a maximum of 1 metre in height, with garden bed batters of a maximum 1:3 for a maximum 1 metre (benching).
- f) Engineering details for the 2.0m cut off/swale drain on the lots fronting the Mt. Aitken Reserve is to be provided including details of the slope of the land.
- g) Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.
- h) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.
- i) Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Highlands Local Structure Plan applying to the land, including traffic management devices where appropriate.
- j) Where appropriate in accordance with the design guidelines, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstances as agreed with the responsible authority.
- k) Bus stop infrastructure shall be provided along the future bus routes to the approval of Council and Transport for Victoria.
- l) Traffic calming devices to be provided to the satisfaction of the Responsible Authority.
- m) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.
- n) Drainage outfall system (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.
- o) Underground drainage network (both major and minor) incorporating, as appropriate:
  - i. Easement drainage and inlets for all allotments which slope to the rear.

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**Date issued: 28 March 2019**

**Signature for the  
responsible authority:**



- ii. Connection to the underground drainage network for all allotments that slope towards a road.
  - iii. Land required for maintenance access.
  - iv. Watercourses, lakes, wetlands, silt ponds.
  - v. Piped elements (for major drains) showing sizing.
- p) Cut-off drains to intercept stormwater run-off from adjoining properties. Where cut-off drains are placed on adjoining properties in different ownership than the subdivision developer, written approval to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner. Cut off drains/bunds must be capable of discharging Q100 flows safely from the external catchments to the destination.
- q) Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at any temporary dead end of any road.
- r) Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.
- s) Lane-way 'dead-ends' designed to allow for sufficient road reserve width to accommodate a three point turn for a standard vehicle.
- t) Provision of street trees within the road reserve.
- u) Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLE Public Lighting Technical standard. Non standard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.
- v) Any water sensitive urban design (WSUD) features to prevent litter, sediments and oils from entering the drainage system in accordance with Best Practice Environmental Management Guidelines (CSIRO 1999).
- w) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).
- x) On street carparking to be provided within each stage to deliver one space per two allotments.
- y) Details of any cut and fill.
- z) Details of any traffic control.
- aa) Details of any Tree Protection Zones.

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**Date issued:** 28 March 2019

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responsible authority:**



- bb) Provision of a vehicular crossing to each lot and municipal reserve created by the subdivision as follows.
- i. Vehicle crossover layout and specifications which must be designed in accordance with the Standard Drawings.
  - ii. Vehicle crossovers which must be located a minimum 1m from any service facilities.
  - iii. Vehicle crossovers which must be offset a minimum 9m from any side streets from the intersecting property boundaries.
  - iv. 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 3 metres in width (excluding splays) at the kerb.
  - v. Minimum clearance between adjoining vehicle crossing must be 7m at kerb.
- cc) Intersection treatments from an existing carriageway designed and constructed in accordance with *AustRoads Guide to Traffic Engineering Practice*, Intersections at Grade.
- dd) Roundabouts must be designed:
- i. at the intersection of two connector streets to accommodate an ultra-low floor bus (ULFB, 12.5m) through and turning movement.
  - ii. at the intersection of two local access streets to cater for service vehicles through and turning movement.
  - iii. with road reserve splays for the roundabouts in accordance with Council's Infrastructure Design Manual.
- ee) Splays (minimum 3m x 3m) which must be provided at all intersections of the local road network.
- ff) Splays of 2m x 2m which must be provided at the intersection with any laneway.
- gg) Location of fire hydrants in accordance with Clause 56.09-3 of the Hume Planning Scheme.
- hh) A CD or email containing the "as constructed drawings" in electronic format in both AutoCAD and PDF format to be forwarded to Council.

The drawings in AutoCAD format are required to meet the following

- i. Drawings shall be in AutoCAD format, from a version no more than 3 years older than the current version.

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**Date issued: 28 March 2019**

***Signature for the  
responsible authority:***





- ii. Drawings shall be prepared in GDA94 mapping coordinates.
- iii. All additional attribute data for subdivision assets must be clearly tabulated on digital drawings
- iv. Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.

PDF plans are to comply with the following:

- Pipe offsets for drainage services are to be shown from nearest boundary
- To be created in archive format. (PDF/A)
- Are not to have any security modes set.
- Are to be multi-page single file.

13. Unless agreed to in writing by Council under section 21(1)(b)(ii) of the *Subdivision Act 1988*, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988 for the relevant stage.

#### **Temporary Drainage Construction**

14. Before any works associated with the subdivision start, the need for a temporary retarding basin to mitigate flows from the land or temporary outfall to Melbourne Water's drainage system before permanent drainage infrastructure is in place must be investigated and determined.
15. Any temporary drainage works required must be designed and constructed to the satisfaction of Melbourne Water and the responsible authority.
16. The temporary drainage works must be installed before the issue of a Statement of Compliance for the relevant stage.
17. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a watercourse or easement drain.
18. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the responsible authority.

#### **Soil/Fill Requirements**

19. Prior to the commencement of works, a soil and fill recovery plan must be submitted to the satisfaction of the responsible authority. This plan must detail the quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite. The contractor is to nominate in writing at the pre-commencement meeting the legal/approved location where the soil and fill will be disposed. Evidence of legal/approved disposal will be required to be submitted to the satisfaction of the responsible authority.

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**Site (Environmental) Management Plan**

20. Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archaeological/heritage impacts.
21. Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.
22. The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.
23. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understory, or revegetation areas.
24. Noxious weeds must be controlled. Any weed infestation resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.

**Landscape Requirements**

25. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape development plans for all open space, streetscape developments and landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance.
26. Following approval of the landscape development plans and prior to Statement of Compliance, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works.
27. In accordance with the Subdivision Act 1988, payment will be required for works within the road reserves at the following rates:
  - plan checking fee: 0.75% of the value of the works;
  - supervision fee: 2.5% of the value of the works.
28. Prior to Statement of Compliance, Council requires payment of
  - a set plan checking and supervision fee for all reserves, in accordance with Council's currently adopted fees and charges.
  - 5% Maintenance Bond to the satisfaction of Council.
29. Prior to Statement of Compliance, Council requires that all naturestrips and disturbed areas are stabilised with hydromulch in accordance with standard note required on all

**Date issued:** 28 March 2019

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responsible authority:**



approved civil plans. These works are unable to be bonded.

30. The contractors undertaking the associated landscape development works must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.
31. The Responsible Authority must be notified of the completion of the public open space/landscape areas. An inspection must be undertaken and a verified costing of the works provided to Council before the maintenance period is to commence. The open space areas/landscape must be maintained for a minimum period of two (2) years after completion.
32. Council requires that developers forward as constructed electronic files in DWG, PDF and O-Spec formats for all landscape development works (including approved irrigation systems) to Council at the beginning of the maintenance period.
33. At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.
34. Prior to commencement of the maintenance period, the owner or developer under this permit will be required to provide a safety and functional audit for the design and construction of all raingardens, bioretention, sediment collection facilities and wetlands, and to complete any rectification works required under that audit.
35. Prior to handover Council, the owner or developer under this permit will be required to provide a functional audit - including infiltration tests - for all Water Sensitive Urban Design elements (including tree pits, raingardens, bioretention, sediment collection facilities and wetlands), and to complete any rectification works required under that audit.

***Land vested in Council or other Authorities***

Land required for community facilities, public open space reserve or public roads must be shown on a plan of subdivision for certification as a reserve in favour of Hume City Council or another relevant person or body.

36. Within 4 weeks of the registration of the Plan of Subdivision at the Land Titles Office the following documents must be provided to the Responsible Authority:
  - a) A Certificate of Title for all land vested in the Responsible Authority on the Plan of Subdivision; and
  - b) A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Titles office.

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***Date issued: 28 March 2019***

***Signature for the  
responsible authority:***



***The following conditions are required by Yarra Valley Water:***

37. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
38. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

***The following conditions are required by Melbourne Water:***

39. Prior to the issue of 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.
40. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
41. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the *Subdivision Act 1988*.
42. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy must be submitted and approved by Melbourne Water and Hume City Council.
  - a) The strategy must demonstrate the following:
    - Functional layout plan, showing the proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
  - b) That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
  - c) The details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property;
43. 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'.
44. 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.
45. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or opposed Melbourne Water wetland, retarding basin or waterway.

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***Date issued: 28 March 2019***

***Signature for the  
responsible authority:***



46. 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, finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for their records.
47. 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.
48. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
49. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
50. 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 with Melbourne Water's Land Development Manual.
51. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
52. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
53. Prior to Certification, a free draining outfall and any temporary assets are to be arranged to the satisfaction of Council, Melbourne Water and the affected downstream property owner(s). Written acceptance from downstream landowners and Council is to be forwarded to Melbourne Water for our records.
54. 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.
55. Applicants must obtain approval from relevant authority for the subdivisional roads.

***The following conditions are required by Jemena:***

56. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.
57. The applicant shall enter into an agreement for the extension, upgrading or re0arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
58. The applicant shall where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation rules issued by the Local Government Electricity Supply Association

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***Date issued: 28 March 2019***

***Signature for the  
responsible authority:***



(Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.

***The following condition is required by Downer:***

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

***The following condition relates to the development of single dwellings on land less than 300 square metres.***

60. Before a dwelling is constructed on a lot less than 300 square metres, three copies of plans must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and generally be in accordance with Clause 54 of the Hume Planning Scheme showing the following.

- a) A site plan showing the location of the proposed dwelling, setbacks, private open space area, carparking, driveway and vehicle crossover.
- b) All elevations of the proposed dwelling.
- c) A schedule of external materials colours and finished for the proposed dwelling.

***Subdivision Expiry***

61. This permit will expire if:

- d) The plan of subdivision for the first stage is not certified within two years of the date of this permit; or,
- e) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit, or
- f) The registration of the last stage of the subdivision is not completed within five years of the certification of that plan of subdivision.

If a plan of subdivision is not certified within the dates specified under this permit, the responsible authority may extend the time for certification if a request is made in writing prior to expiry of the permit or within 6 months after the expiry date.

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***Date issued: 28 March 2019***

***Signature for the  
responsible authority:***



**NOTES:**

1. If a request for an extension of commencement/completion dates is made out of time allowed by condition 70, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.
2. The commencement of a subdivision is regarded by Section 68 (3A) of the Planning and Environment Act 1987 as the certification of a plan under Section 6 of the Subdivision Act 1988. Completion is regarded as registration of the subdivision.

**Soil/ Fill:**

3. The definition of fill for the purposes of this condition includes any soil, rock, substrate, clay, sand or other natural material generated through the excavation of the site.

**Pipe Track:**

4. Use of the Yarra Valley Water pipetrack for recreational purposes is subject to approval and agreement with Yarra valley water and Hume City Council.

**CORRECTION TO PERMIT**

On 11 August 2020 the Permit Plans were corrected by Council's Delegate pursuant to *Section 71 of the Planning and Environment Act 1987*. The correction updated the endorsed plans. The correction was required due to a clerical error.

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**Date issued:** 28 March 2019

**Signature for the  
responsible authority:**



**IMPORTANT INFORMATION ABOUT THIS PERMIT****WHAT HAS BEEN DECIDED?**

The responsible authority has issued a permit.

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

**CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?**

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

**WHEN DOES A PERMIT BEGIN?**

A permit operates:

- (a) from the date specified in the permit, or
- (b) 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 -
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - (c) 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 five 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 -
  - (a) 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
  - (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
  - (a) the development or any stage of it does not start within the time specified in the permit, or;
  - (b) 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
  - (c) 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
  - (d) 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 –
  - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
  - (b) 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?**

- (a) 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.
- (b) 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.
- (c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- (d) 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.
- (e) An application for review must state the grounds upon which it is based.
- (f) A copy of an application for review must also be served on the responsible authority.
- (g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

**Date issued: 28 March 2019**

**Signature for the  
responsible authority:**





# PLAN OF SUBDIVISION

**EDITION**

**PS 845599S**

**LOCATION OF LAND**

**PARISH:** YUROKE  
**TOWNSHIP:** -  
**SECTION:** 17  
**CROWN ALLOTMENT:** A (PART)  
**SECTION:** 13  
**CROWN PORTION:** V (PART)  
**TITLE REFERENCE:** VOL 12080 FOL 543  
  
**LAST PLAN REFERENCE:** LOT HH ON PS810928W  
  
**POSTAL ADDRESS:** 120H VULCAN DRIVE  
 (at time of subdivision) CRAIGIEBURN 3064  
  
**MGA 94 CO-ORDINATES:** E 315 450      **ZONE:** 55  
 (approx. centre of land in plan) N 5 835 550

Council Name: Hume City Council  
 SPEAR Reference Number: S168845M

**VESTING OF ROADS AND/OR RESERVES**

**NOTATIONS**

IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	NOTATIONS
NIL	NIL	THIS <del>IS</del> IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P21351	
		<b>SURVEY</b>	THIS PLAN IS <del>TO NOT</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) YUROKE 74 & IN PROCLAIMED SURVEY AREA NO. - KALKALLO 96
		<b>DEPTH LIMITATION</b>	DOES NOT APPLY

**EASEMENT INFORMATION**

**LEGEND:** E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT

SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-1	WATER SUPPLY SUPPLY OF GAS	SEE DIAG SEE DIAG	PS646778C AT604043D	YARRA VALLEY WATER CORPORATION AUSNET SERVICES (GAS) PTY LTD
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS728856D PS728856D	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION

**HIGHLANDS - SUPERLOT DP19**

**LOTS A TO F**

**LICENSED SURVEYOR GREGORY STUART WILLIAMS**

Level 3, 1 Southbank Boulevard  
 Southbank, Victoria 3006  
 03) 7019 8400  
 www.veris.com.au



DEVELOP WITH CONFIDENCE™  
 Formerly **Bosco Jonson**

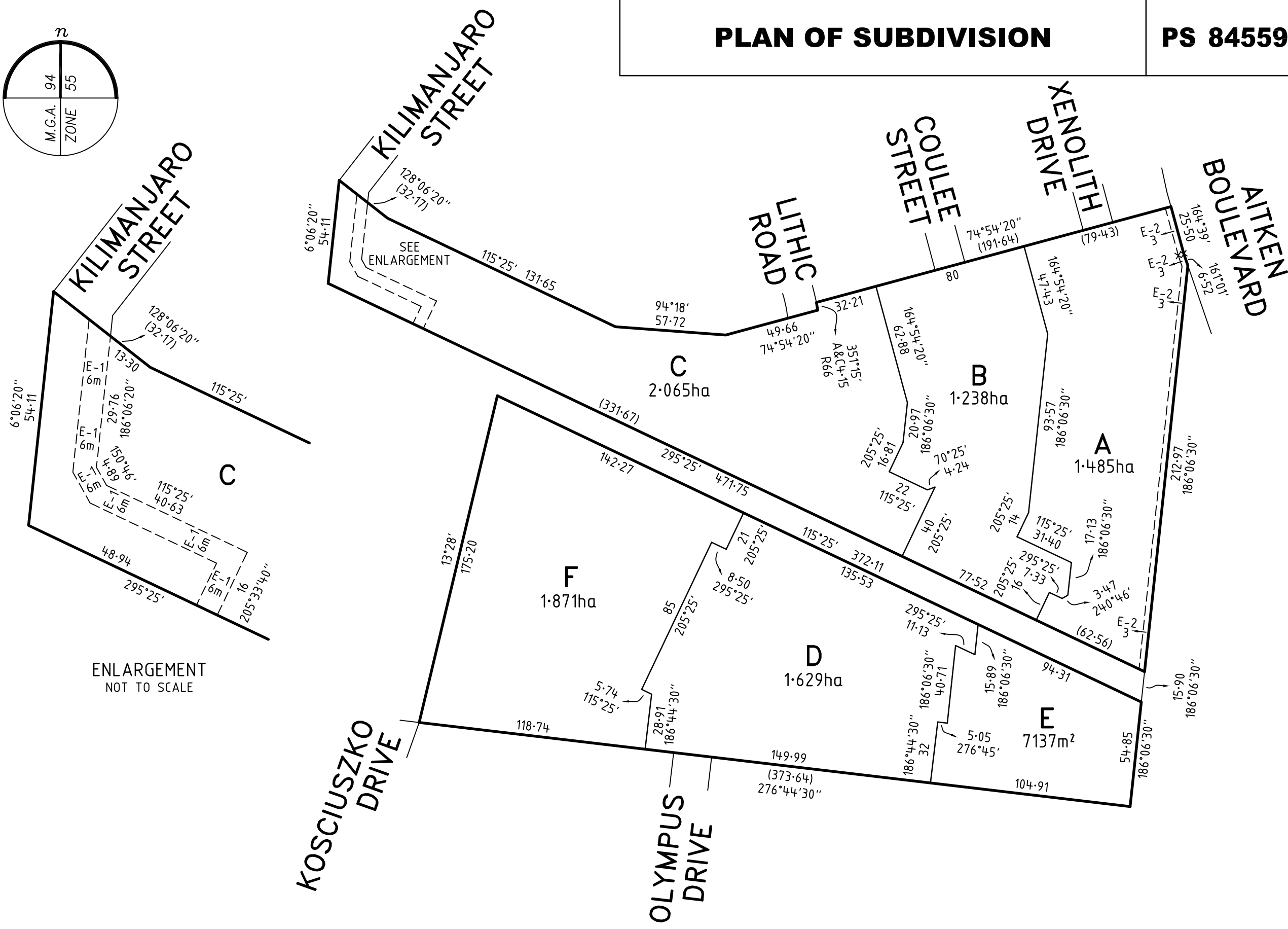
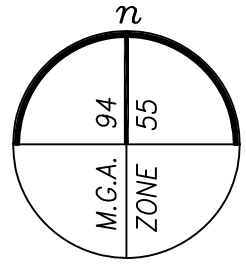
**DATE** 26/11/2020      **REFERENCE** 300334-030  
**VERSION** A      **DRAWING** 300334-030-AA

**ORIGINAL SHEET SIZE A3**  
**SHEET 1 OF 2 SHEETS**

Digitally signed by: Gregory S Williams, Licensed Surveyor,  
 Surveyor's Plan Version (A),  
 22/12/2020, SPEAR Ref: S168845M

# PLAN OF SUBDIVISION

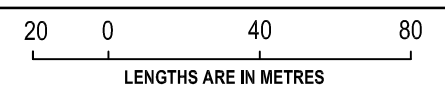
PS 845599S



Level 3, 1 Southbank Boulevard  
 Southbank, Victoria 3006  
 (03) 7019 8400  
 www.veris.com.au  
 Formerly **Bosco Jonson**



**HIGHLANDS - SUPERLOT DP19**  
 LICENSED SURVEYOR **GREGORY STUART WILLIAMS**  
 DATE 26/11/2020 REFERENCE 300334-030  
 VERSION A DRAWING 300334-030-AA



SCALE  
 1:2000

ORIGINAL SHEET SIZE A3  
 SHEET 2

Digitally signed by: Gregory S Williams, Licensed Surveyor,  
 Surveyor's Plan Version (A),  
 22/12/2020, SPEAR Ref: S168845M

# PLAN OF SUBDIVISION

**EDITION**


**PS 845605B**

## LOCATION OF LAND

**PARISH:** YUROKE  
**TOWNSHIP:** -  
**SECTION:** 17  
**CROWN ALLOTMENT:** A (PART)  
**SECTION:** 13  
**CROWN PORTION:** V (PART)  
**TITLE REFERENCE:** VOL FOL  
  
**LAST PLAN REFERENCE:** LOT B ON PS845599S  
  
**POSTAL ADDRESS:** COULEE STREET  
 (at time of subdivision) CRAIGIEBURN 3064  
  
**MGA 94 CO-ORDINATES:** E 315 550 ZONE: 55  
 (approx. centre of land in plan) N 5 835 550

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	NOTATIONS
ROAD R1 RESERVE No.1	HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD	THIS <del>IS</del> IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P21351	
		SURVEY	THIS PLAN IS <del>TO BE</del> NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) YUROKE 74 & KALKALLO 96 IN PROCLAIMED SURVEY AREA NO. -
		DEPTH LIMITATION	DOES NOT APPLY
		TANGENT POINTS ARE SHOWN THUS: 	
		LOTS 1 TO 25700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
		EASEMENTS E-1, E-2, E-4, E-6, E-7, E-9 & E-11 TO E-16 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
		AREA OF LAND SUBDIVIDED IS 1.238ha.	

## EASEMENT INFORMATION

**LEGEND:** E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT  
 \*SUPPORT IS DEFINED AS ALL NECESSARY STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES

SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5	*SUPPORT	0.50	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-8 E-8 E-8	*SUPPORT DRAINAGE SEWERAGE	0.50 0.50 0.50	THIS PLAN THIS PLAN THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-10	*SUPPORT	0.50	THIS PLAN	VOL FOL (LOT C ON PS845599S)
E-17 E-17 E-17	*SUPPORT DRAINAGE SEWERAGE	0.50 0.50 0.50	SECTION 98 TLA 1958 (PS845598U) THIS PLAN THIS PLAN	LOTS ON PS845598U HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
A-1	*SUPPORT	0.50	SECTION 98 TLA 1958 THIS PLAN	LOTS ON THIS PLAN
A-2	*SUPPORT	0.50	PS845598U	LAND IN THIS PLAN

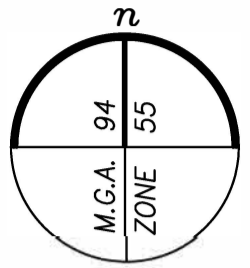
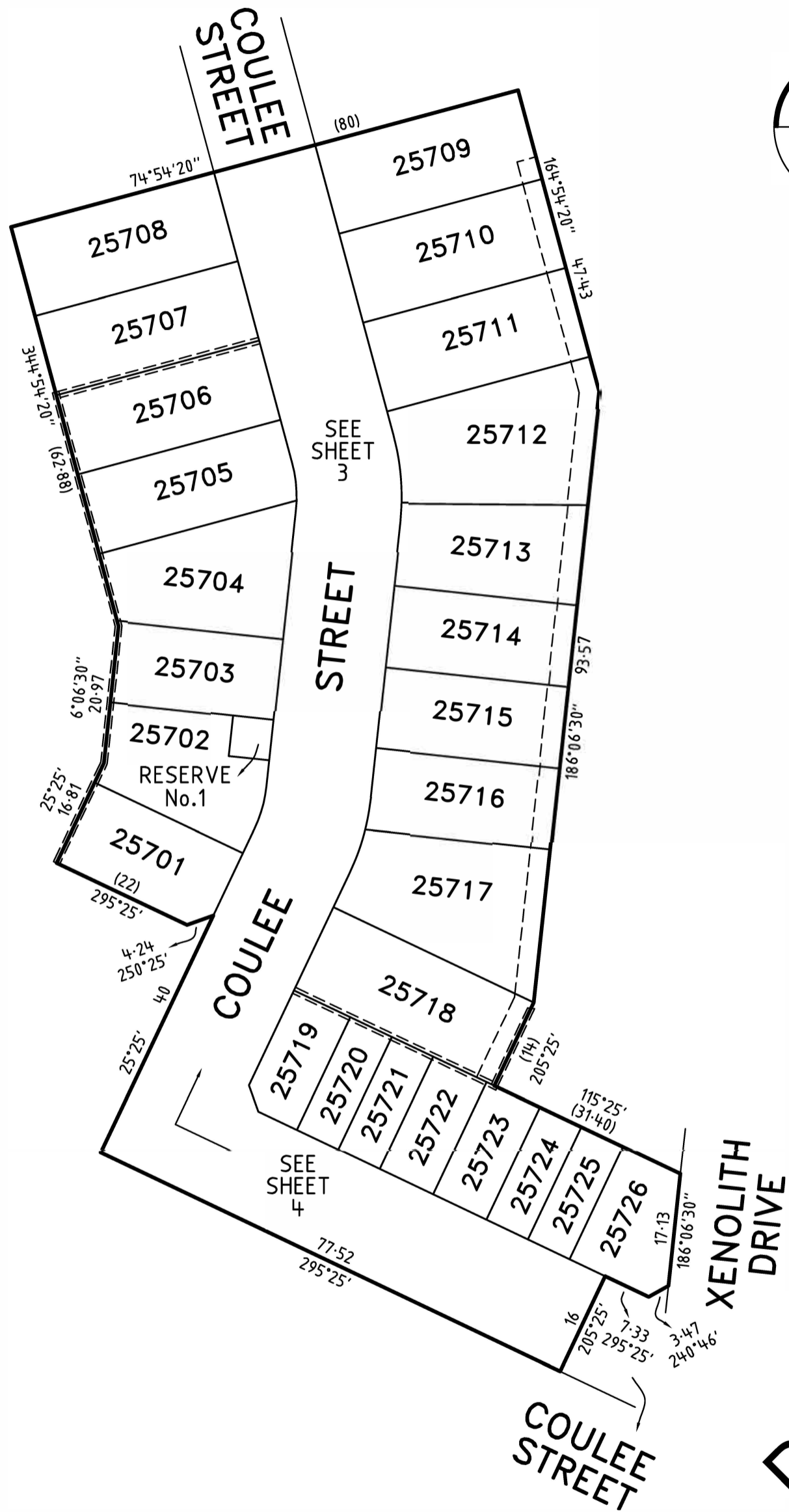
DRAFT

<b>HIGHLANDS - 257</b>		<b>SP19</b>		<b>LICENSED SURVEYOR GREGORY STUART WILLIAMS</b>	
<b>26 LOTS</b>		DATE 19/01/21		REFERENCE 330477-ST257	
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au		VERSION A		DRAWING 330477-ST257-AA	
DEVELOP WITH CONFIDENCE™		Formerly <b>Bosco Jonson</b>		ORIGINAL SHEET SIZE A3 SHEET 1 OF 5 SHEETS	



**PLAN OF SUBDIVISION**

**PS 845605B**

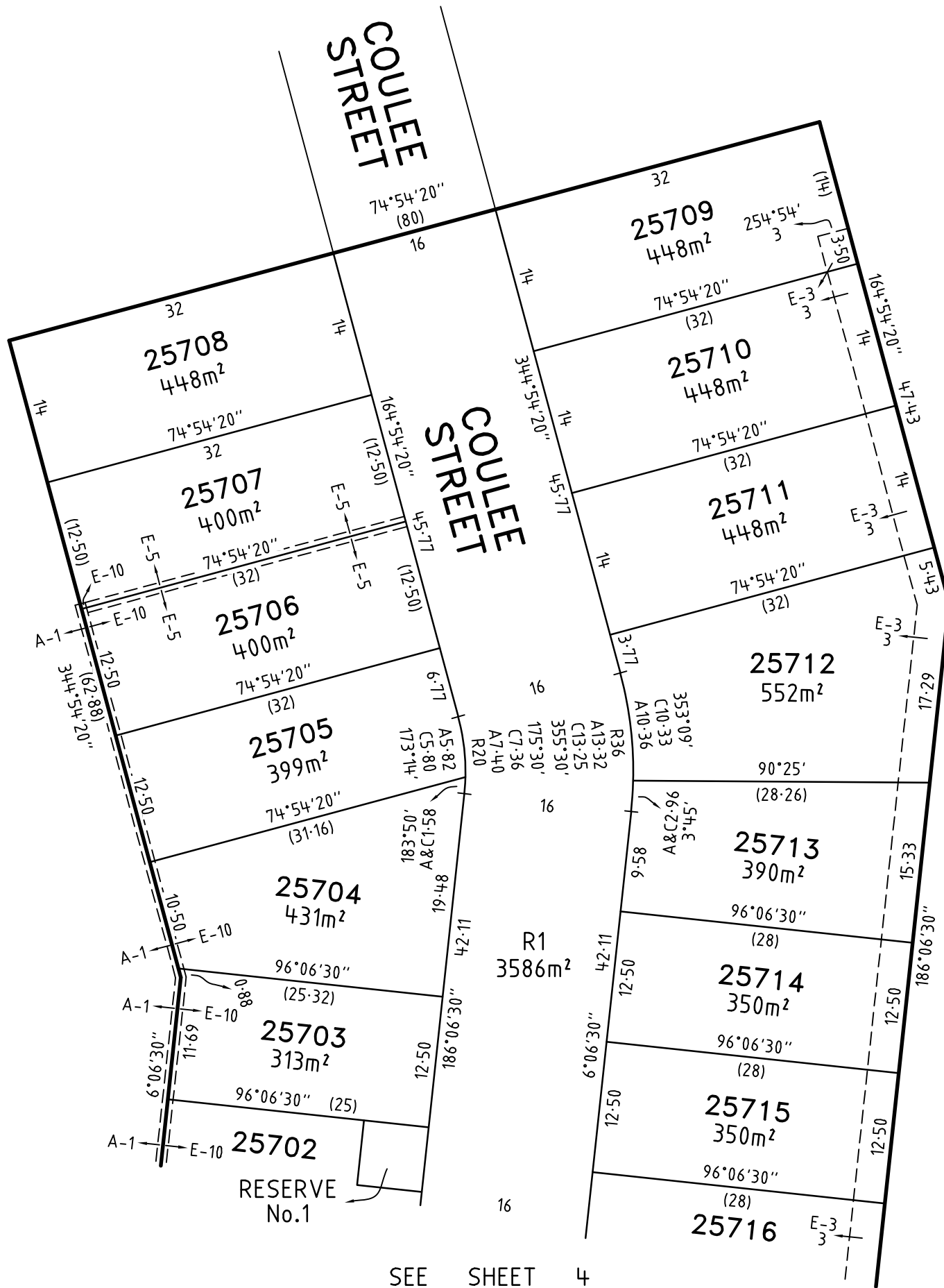
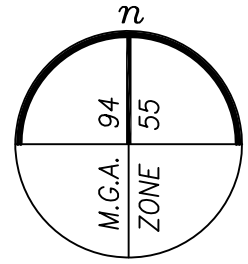


**DRAFT**

<b>HIGHLANDS - 257</b>		<b>SP19</b>	<b>LICENSED SURVEYOR GREGORY STUART WILLIAMS</b>	<b>SCALE 1:750</b>	7.5 0 15 30 LENGTHS ARE IN METRES
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au			<b>DATE 19/01/21</b>	<b>REFERENCE 330477-ST257</b>	<b>ORIGINAL SHEET SIZE A3</b>
DEVELOP WITH CONFIDENCE™ Formerly <b>Bosco Jonson</b>			<b>VERSION A</b>	<b>DRAWING 330477-ST257-AA</b>	<b>SHEET 2</b>

# PLAN OF SUBDIVISION

PS 845605B



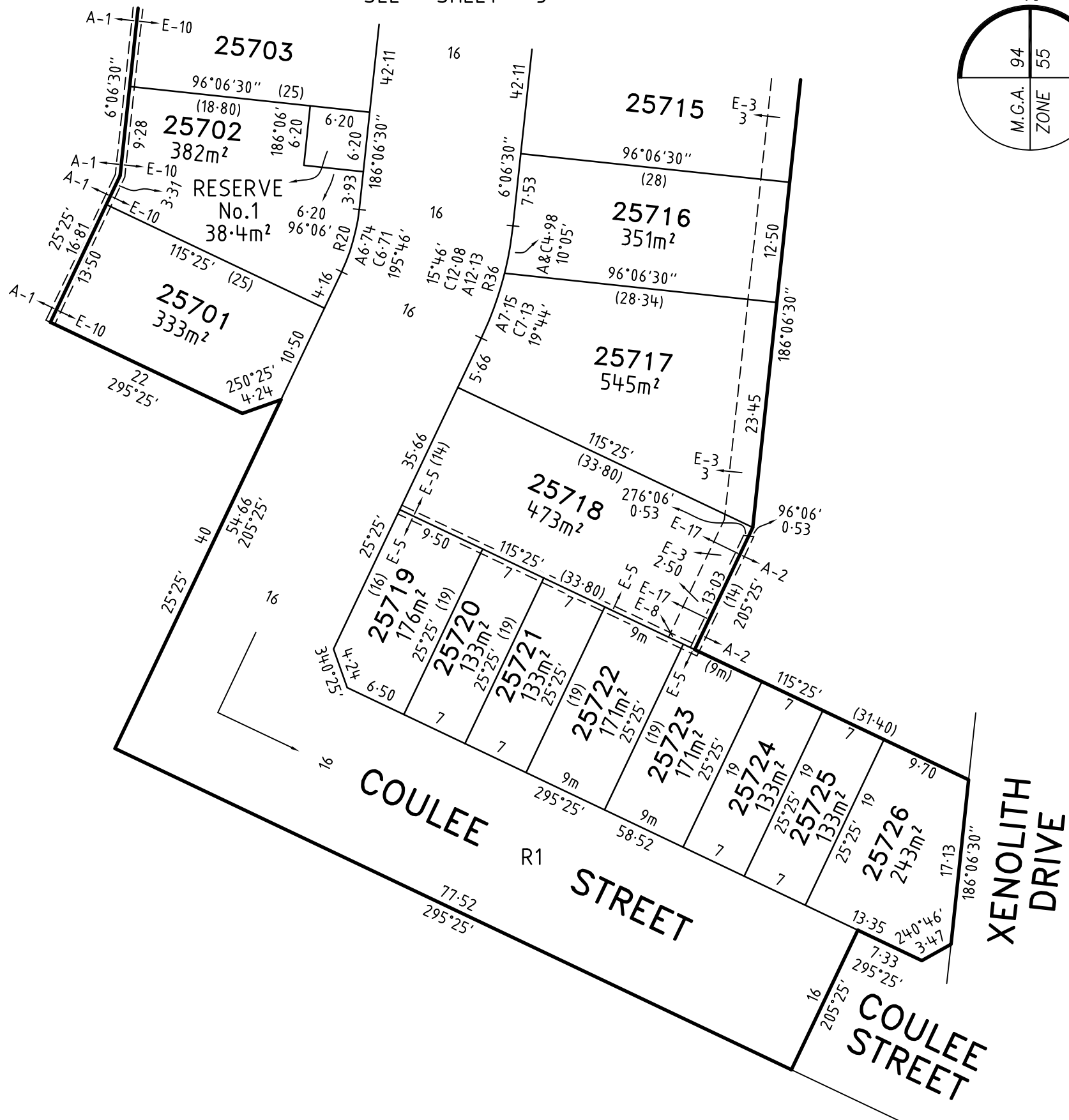
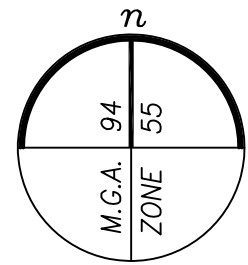
**DRAFT**

<b>HIGHLANDS - 257</b>		<b>SP19</b>	<b>LICENSED SURVEYOR GREGORY STUART WILLIAMS</b>	<b>SCALE 1:500</b>	5 0 10 20 LENGTHS ARE IN METRES
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au			<b>DATE 19/01/21</b>	<b>REFERENCE 330477-ST257</b>	<b>ORIGINAL SHEET SIZE A3</b>
DEVELOP WITH CONFIDENCE™ Formerly <b>Bosco Jonson</b>			<b>VERSION A</b>	<b>DRAWING 330477-ST257-AA</b>	<b>SHEET 3</b>

# PLAN OF SUBDIVISION

PS 845605B

SEE SHEET 3



DRAFT

HIGHLANDS - 257		SP19	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au			DATE 19/01/21	REFERENCE 330477-ST257	ORIGINAL SHEET SIZE A3
DEVELOP WITH CONFIDENCE™ Formerly <b>Bosco Jonson</b>			VERSION A	DRAWING 330477-ST257-AA	SHEET 4

# PLAN OF SUBDIVISION

# PS 845605B

## 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.

### TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
25701	25702
25702	25701, 25703
25703	25702, 25704
25704	25703, 25705
25705	25704, 25706
25706	25705, 25707
25707	25706, 25708
25708	25707
25709	25710
25710	25709, 25711
25711	25710, 25712
25712	25711, 25713
25713	25712, 25714

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
25714	25713, 25715
25715	25714, 25716
25716	25715, 25717
25717	25716, 25718
25718	25717, 25719, 25720, 25721, 25722, 25723
25719	25718, 25720
25720	25718, 25719, 25721
25721	25718, 25720, 25722
25722	25718, 25721, 25723
25723	25718, 25722, 25724
25724	25723, 25725
25725	25724, 25726
25726	25725

### RESTRICTION:

THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP -

EXPIRY DATE: 01/01/2026

DRAFT

HIGHLANDS - 257

SP19

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE



Level 3, 1 Southbank Boulevard  
Southbank, Victoria 3006  
03) 7019 8400  
www.veris.com.au



DEVELOP WITH CONFIDENCE™  
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DATE 19/01/21  
VERSION A

REFERENCE 330477-ST257  
DRAWING 330477-ST257-AA

ORIGINAL SHEET SIZE A3

SHEET 5

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

**Privacy Collection Statement** **DRAFT 03032021**

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

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

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

Provisions:

**PRELIMINARIES**

- A. This MCP acts as the approved building envelope under the relevant condition of the planning permit and provides the information necessary to interpret the approved building envelopes.
- B. This MCP includes:
  - i Any varied design parameters from the Building Regulations and the municipal planning scheme.
  - ii Matters not covered by the Building Regulations and the municipal planning scheme.
- C. Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations and the municipal planning scheme.
- D. This MCP is retained by the Registrar of Titles pursuant to section 91 (A) of the Transfer of Land Act.

**RESTRICTIONS**

The registered proprietor or proprietors for the time being of any burdened lot specified in the relevant plan of subdivision:

- A. Shall not make an application to amend a building envelope unless the amendment is to the satisfaction of the responsible authority and any criteria or matters that must be considered by the responsible authority in deciding on an amendment to a building envelope.
- B. Shall not erect any buildings on the lot unless the plans for such buildings are endorsed by Stockland Development Pty Ltd prior to the issue of the building permit.
- C. The requirement for such endorsement shall cease to have effect on the lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

35271702A

V3

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

91ATLA

Page 1 of 13

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us



# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### PROVISIONS

Any building requiring a building permit to be constructed on a lot to which this MCP applies must be sited within the approved building envelope.

This MCP will specify any encroachments allowed outside the approved building envelope.

## 1 TEXT OF RESTRICTIONS

### 1.1 Minimum street setbacks (refer regulation 74 and clause 54.03-1)

1.1.1 Setbacks of building elements (such as walls and roof coverings) from streets including laneways must comply with the setbacks specified on the building envelope plan, except for a garage which may be constructed on or within 200 millimetres of a laneway.

1.1.2 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway:

- a Facade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 6.6 metres high
- b Eaves, fascias and gutters

### 1.2 Side and rear Setbacks (refer regulation 79 and clause 54.04-1)

1.2.1 Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles. The setback profile identifier codes are noted on the building envelope plans.

1.2.2 If a lot is shown with the profile identifier codes **SP-A-1** and **SP-B-1** on opposite side boundaries, the codes can be interchanged.

1.2.3 In addition to the allowable encroachments in the Building Regulations, the following can encroach into the minimum side and rear setback specified by the relevant setback profile identifier code:

- a Outbuildings not exceeding 10 square metres in area and 3 metres in height.

### 1.3 Walls on boundaries (refer regulation 80 and clause 54.04-2)

1.3.1 A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

1.3.2 For lots where a retaining wall is located along a side or rear boundary a dwelling wall, except for a garage, must be setback 1 metre from the boundary. When constructing a garage on a boundary with a retaining wall, the structural integrity of the retaining wall and its drainage must be protected to the satisfaction of the building surveyor.

**1.4 Solar access to existing north-facing habitable room windows (refer regulation 82 and clause 54.04-4)**

1.4.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.

1.4.2 Any proposed north-facing habitable room window at ground level in a proposed dwelling on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, as an 'existing' north-facing habitable room window for the purposes of regulation 82 and clause 54.04-4.

**1.5 Overshadowing of recreational private open space (refer regulation 83 and clause 54.04-05)**

1.5.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be reduced by the construction of a dwelling, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.

1.5.2 The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

**1.6 Overlooking (refer regulation 84 and clause 54.04-6)**

1.6.1 The requirements of regulation 84 and clause 54.04-6 apply to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as identified in the relevant setback identifier profile codes shown on the building envelope plan), that has a direct view into an adjoining lot.

**1.7 Lots 300 square metres in area or greater**

The following additional clauses apply to lots that are 300 square metres in area or greater:

**1.7.1 Walls on Boundaries**

The height of a wall constructed on or within 200 millimetres of a side or rear boundary, except for a garage wall as specified in this clause, must not exceed an average of 3.2 metres with no part higher than 3.6 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.

A garage wall may be constructed on or within 200 millimetres of a side or rear boundary to a maximum height of 3.6 metres provided that the length of garage wall on the boundary with a height of 3.6 metres does not exceed 6 metres.

**1.7.2 Garages**

A double garage on a lot must be set back at least 5 metres from the front boundary of the lot.

**1.7.3 Car Parking**

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

**1.7.4 One dwelling on a lot:**

Only one dwelling may be constructed on the lot.

**1.8 Lots less than 300 square metres in area**

The following additional clauses apply to lots that are less than 300 square metres in area:

**1.8.1 Car Parking**

Where a second car parking space is required and it is to be provided in tandem, an additional 500 millimetres in length must be provided between each space.

**1.8.2 Site Coverage:**

Buildings can occupy a maximum of 70 per cent of the total lot area.

**1.8.3 Permeable Surfaces:**

The area of impermeable surfaces including the driveway, except on lots 25719 to 25726, can be a maximum of 90 per cent of the total lot area.

The area of impermeable surfaces including the driveway on lots 25719 to 25726 can be a maximum of 94 per cent of the total lot area.

**1.8.4 Walls on Boundaries**

- a The height of a wall constructed on or within 200 millimetres of a side boundary must not exceed a maximum average of 6.9 metres, unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall.
- b Walls constructed on a side boundary of a lot can extend a maximum total length of 20 metres, or the length of any simultaneously constructed abutting wall, whichever is greater.

**1.8.5 Private Open Space:**

Except on lots 25719 to 25726, a minimum area of 38 square metres of private open space must be provided, including 25 square metres of secluded private open space.

For lots 25719 to 25726, private open space consisting of a balcony of at least 15 square metres with a minimum width of 3 metres and convenient access from a living room must be provided.

**1.9 Multiple Storeys**

1.9.1 A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

**1.10 Design Approval**

1.10.1 The design of a dwelling must be in accordance with the Stockland Design Essentials and any building or part of a building that is visible from a road reserve or other reserve must be approved by Stockland before lodging an application for a building permit.

## 2 Notes on this MCP

### 2.1 Conflicting Annotation

2.1.1 In the case of a conflicting annotation between the building envelope plan and this MCP text, the MCP text supersedes the plan.

### 2.2 Natural Ground Level

2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.

### 2.3 Edge Lots

2.3.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.

2.3.2 Regulation 71 and clause 56.04-2 apply to an edge lot regardless of Section 1 of this MCP.

### 2.4 Driveway Crossovers

2.4.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Stockland and Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Hume City Council specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

### 2.5 General Definitions

2.5.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan which is attached to this MCP.

2.5.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.

2.5.3 **Building envelope plan** means the plan which is attached to this MCP showing dwelling setbacks and other related matters.

2.5.4 **Corner lot** means a lot sited at the intersection of two streets (excluding laneways) where those streets form boundaries of the lot.

2.5.5 **Front Fence** means a fence forward of the side boundary fence or along the front boundary.

2.5.6 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.

2.5.7 **Private Open Space** has the same meaning as in the building regulations.

2.5.8 **Regulations** means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act.

2.5.9 **Secluded Private Open Space** has the same meaning as in the building regulations.

2.5.10 **Stockland** means Stockland Development Pty. Ltd.

## Memorandum of common provisions





### Section 91A Transfer of Land Act 1958

## 3 *Diagrams and plans*

### 3.1 *Explanation of symbols and terms in diagrams and plans*

## NOTATIONS

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<b>SP-A-1 SP-D-1</b> <b>SP-B-1 RP-A-1</b> <b>SP-A-3 SP-B-3</b>	Building envelope profile (refer 3.2 and 3.3 following) to be applied to the particular boundary (refer plans in 3.5).
	Note the frontage setback and easement width is designated on the plan.
	3 metres wide easement
	Frontage setback
<b>25715</b>	Lot number
	Lots less than 300 square metres in area (refer text) (note: lots less than 300 square metres in area may not occur in every plan)
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and Hume City Council).

## PARTICULAR LOT REQUIREMENTS FOR STAGE 257

---

Nil.

*Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.*

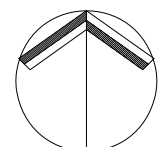
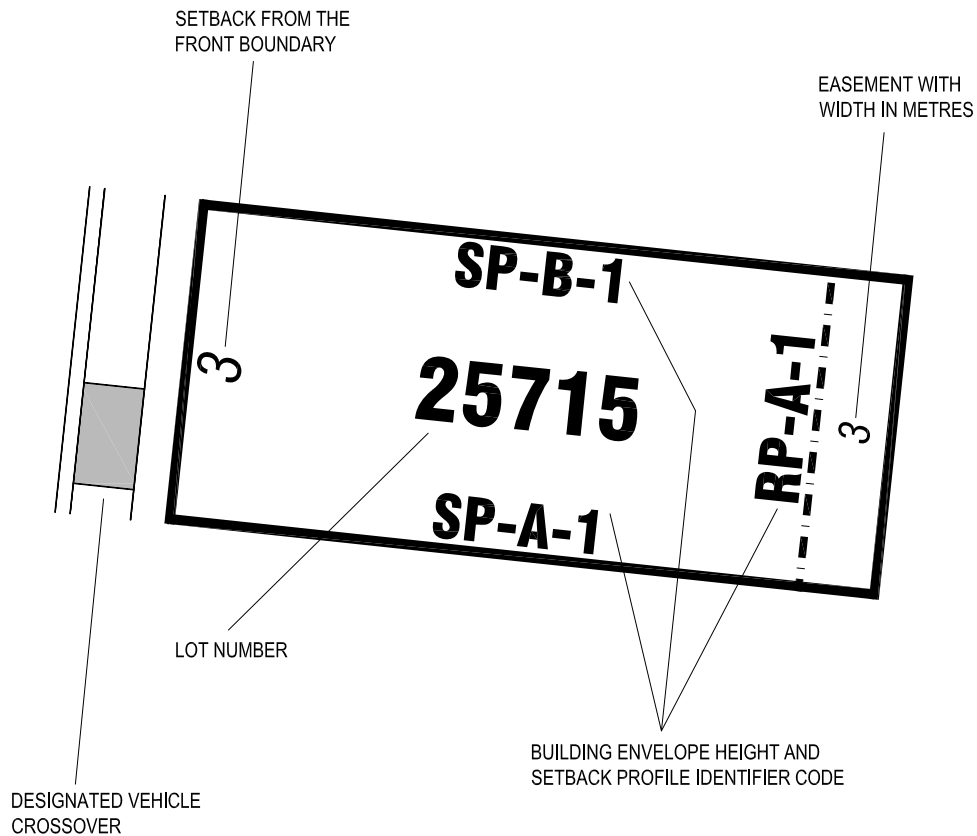
*Additional easements may be required subject to detailed engineering and survey assessment.*

*Detailed design of landscape works is provided in the relevant Landscape Plans.*

*All details subject to Hume City Council approval.*

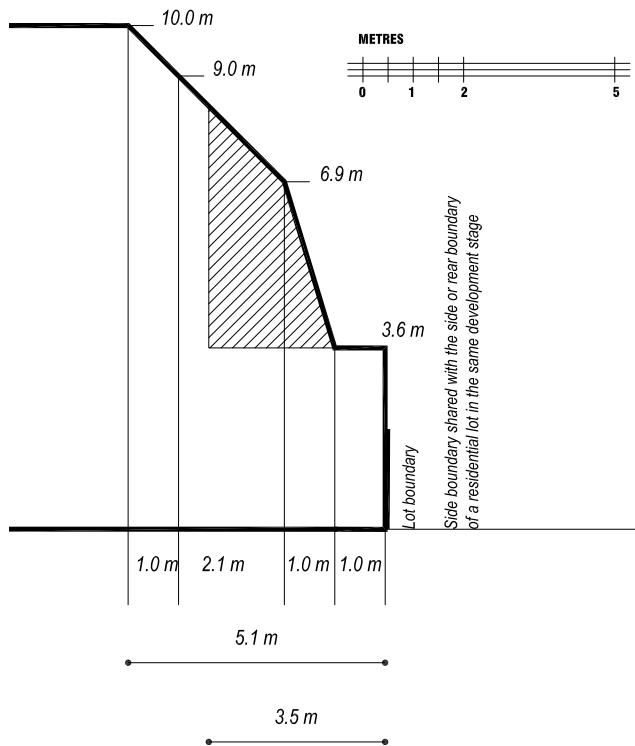
3.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY HUME CITY COUNCIL AS APPROVED BUILDING ENVELOPES.

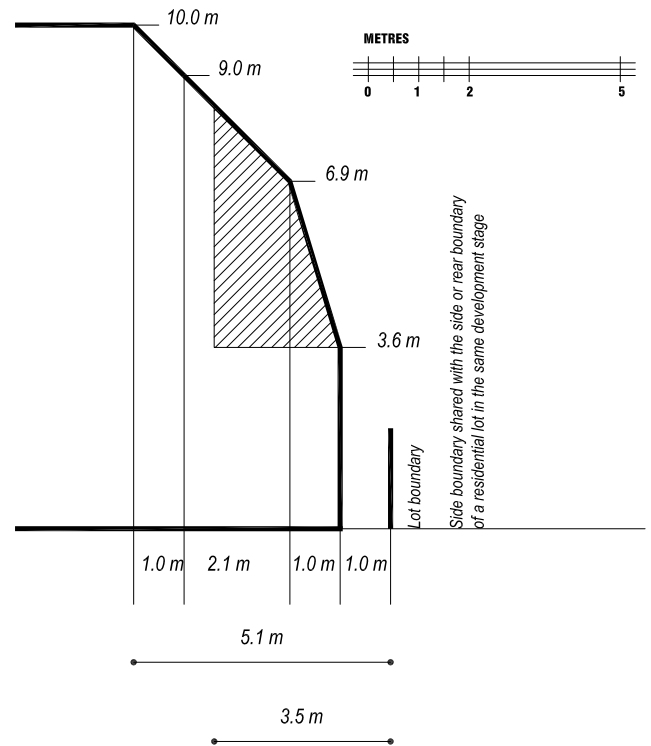


3.3 Profiles referenced in the building envelope plan

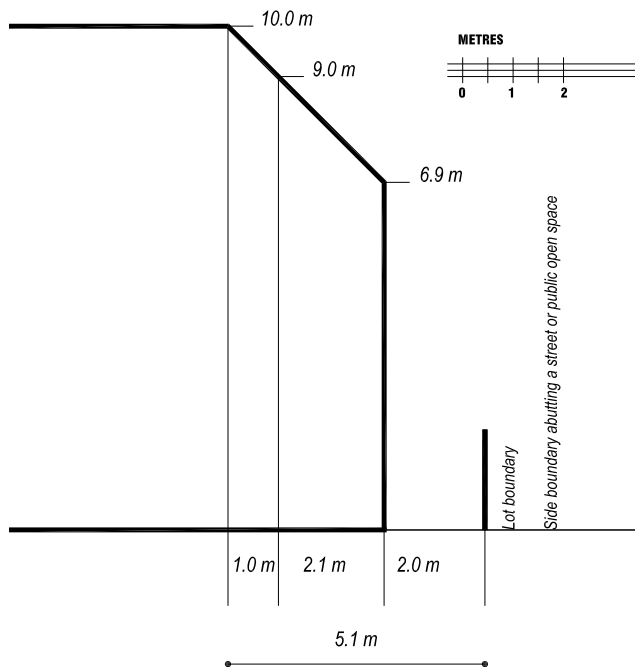
**SP-A-1**



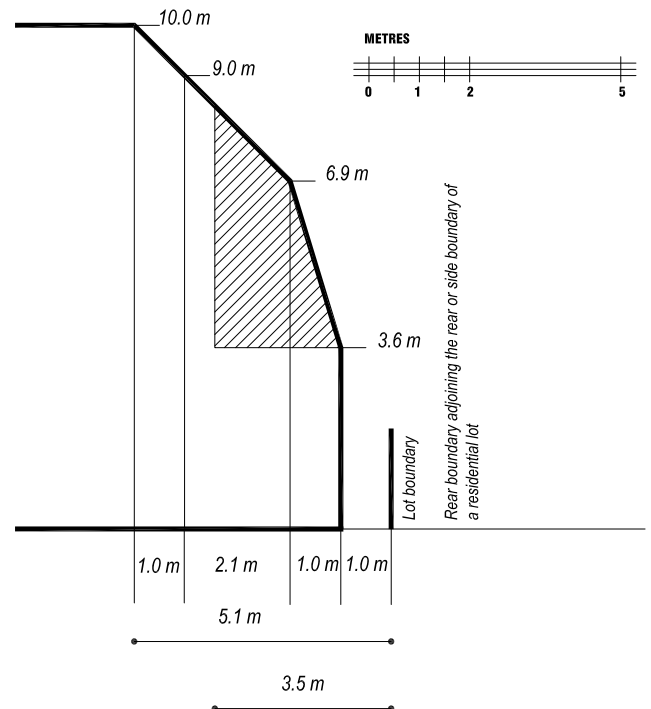
**SP-B-1**



**SP-D-1**



**RP-A-1**



**EASEMENT REQUIREMENT**

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

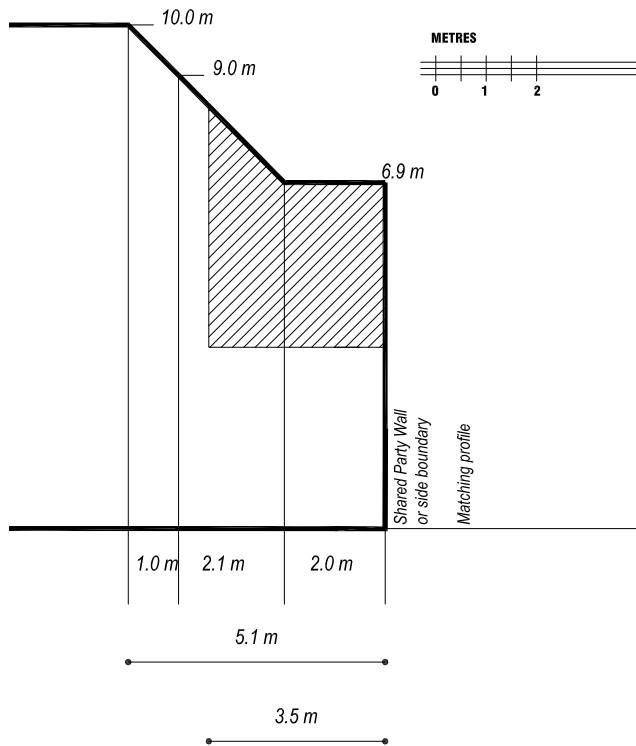
m METRES



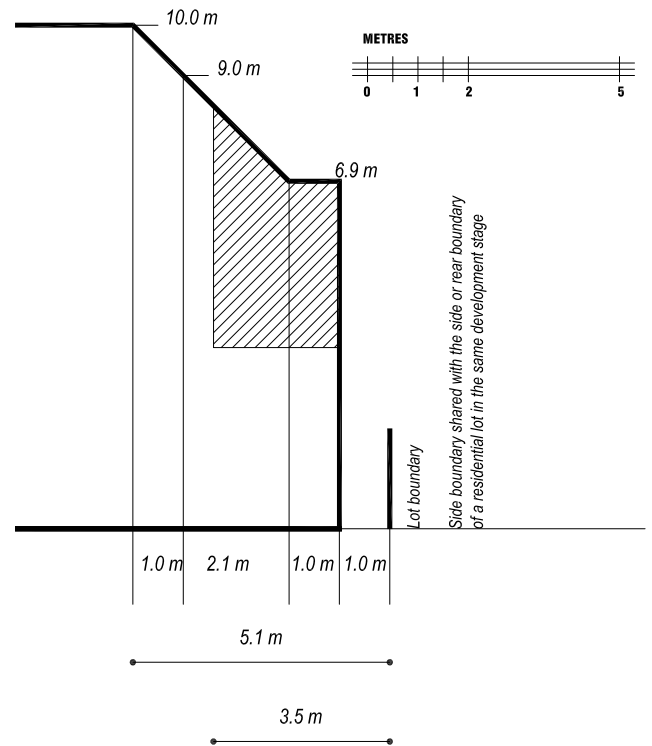
**OVERLOOKING CONTROL AREA**  
(refer 'Overlooking' in text)

V3

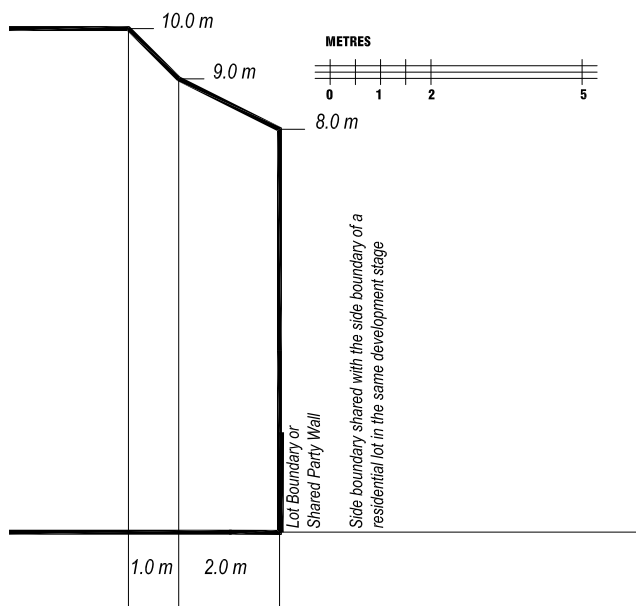
**SP-A-3**



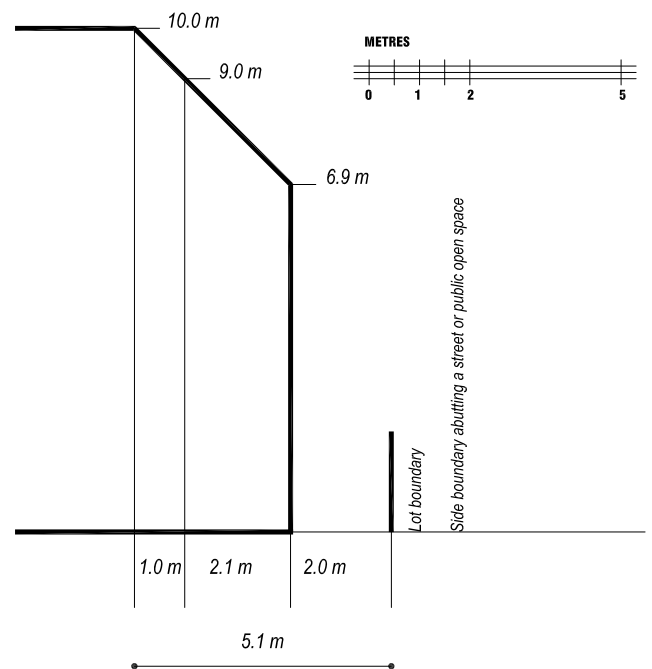
**SP-B-3**



**SP-A-4**



**SP-D-4**



**EASEMENT REQUIREMENT**

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

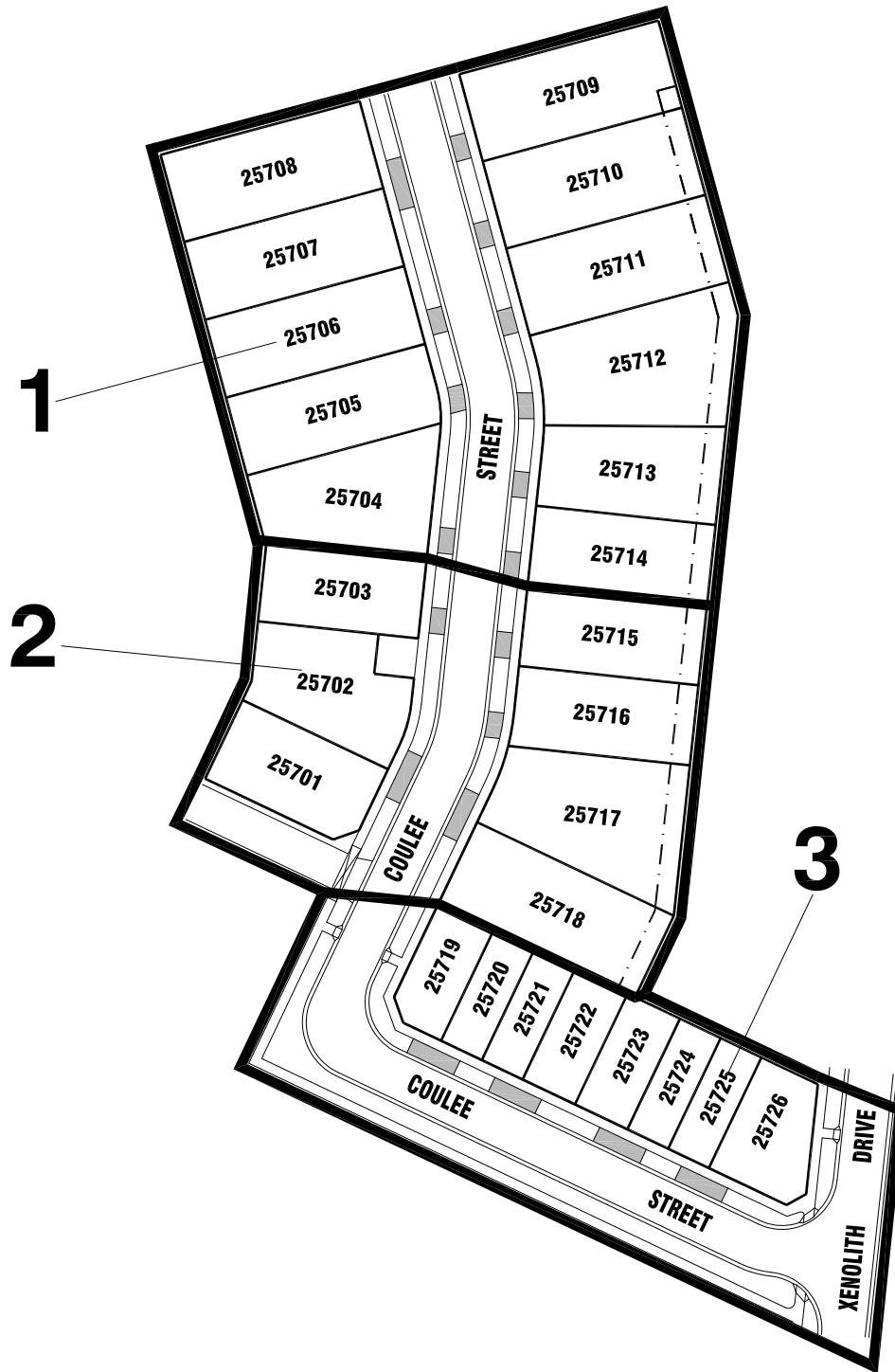


**OVERLOOKING CONTROL AREA**  
(refer 'Overlooking' in text)

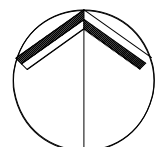
V3



3.4 Plan of subdivision showing key to sheets

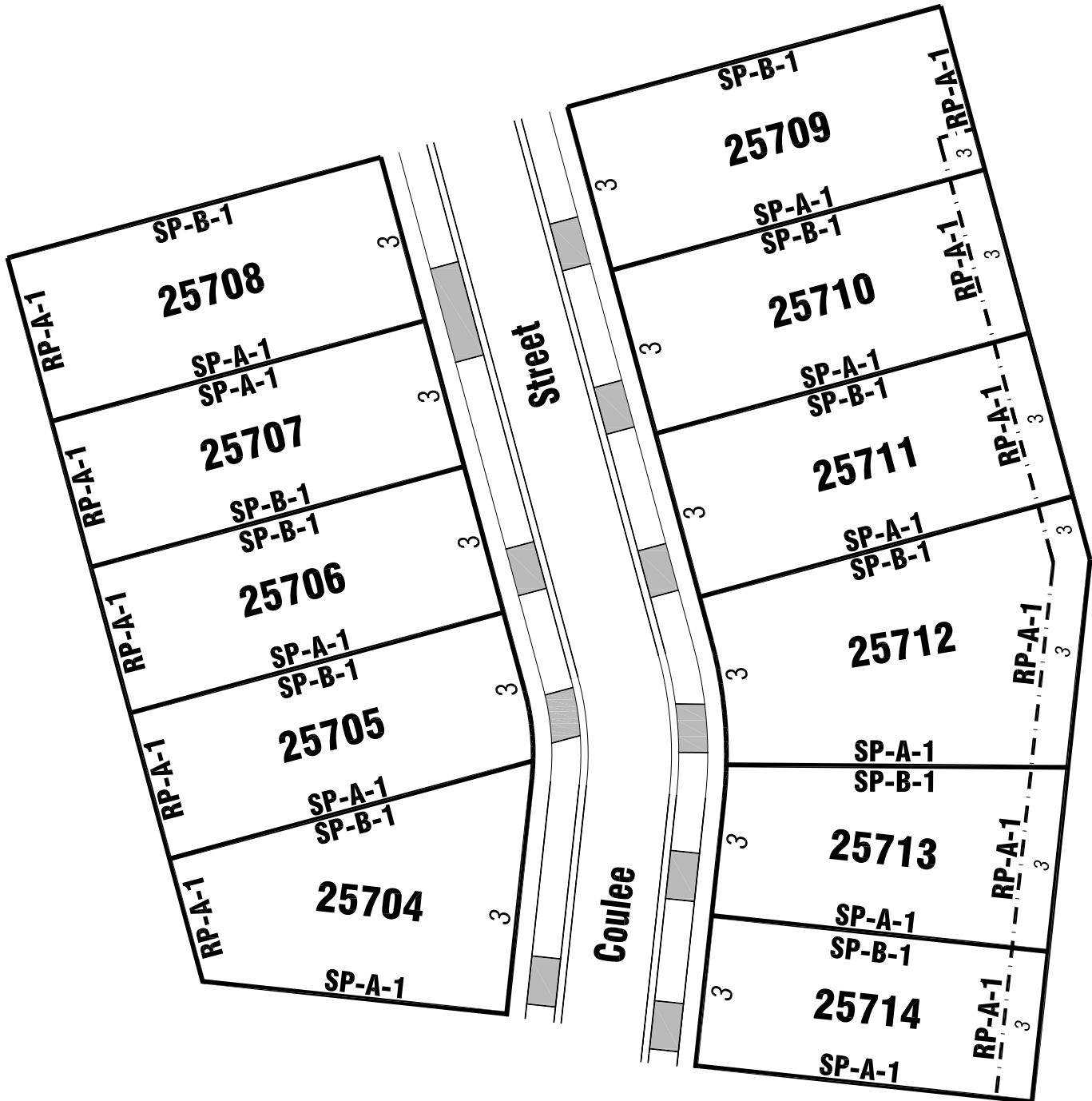


KEY TO SHEETS

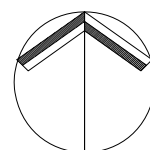


V3

3.5 *Plan of subdivision showing building envelope height and setback profile identifier code*

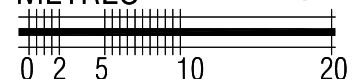


SHEET 1



METRES

V3



All dimensions are shown in metres

This is a CAD Drawing which should not be altered manually

91ATLA

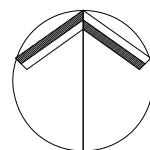
Page 11 of 13

**THE BACK OF THIS FORM MUST NOT BE USED**

[6335110: 22078875\_1] Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

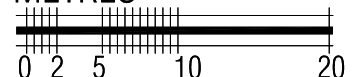


SHEET 2



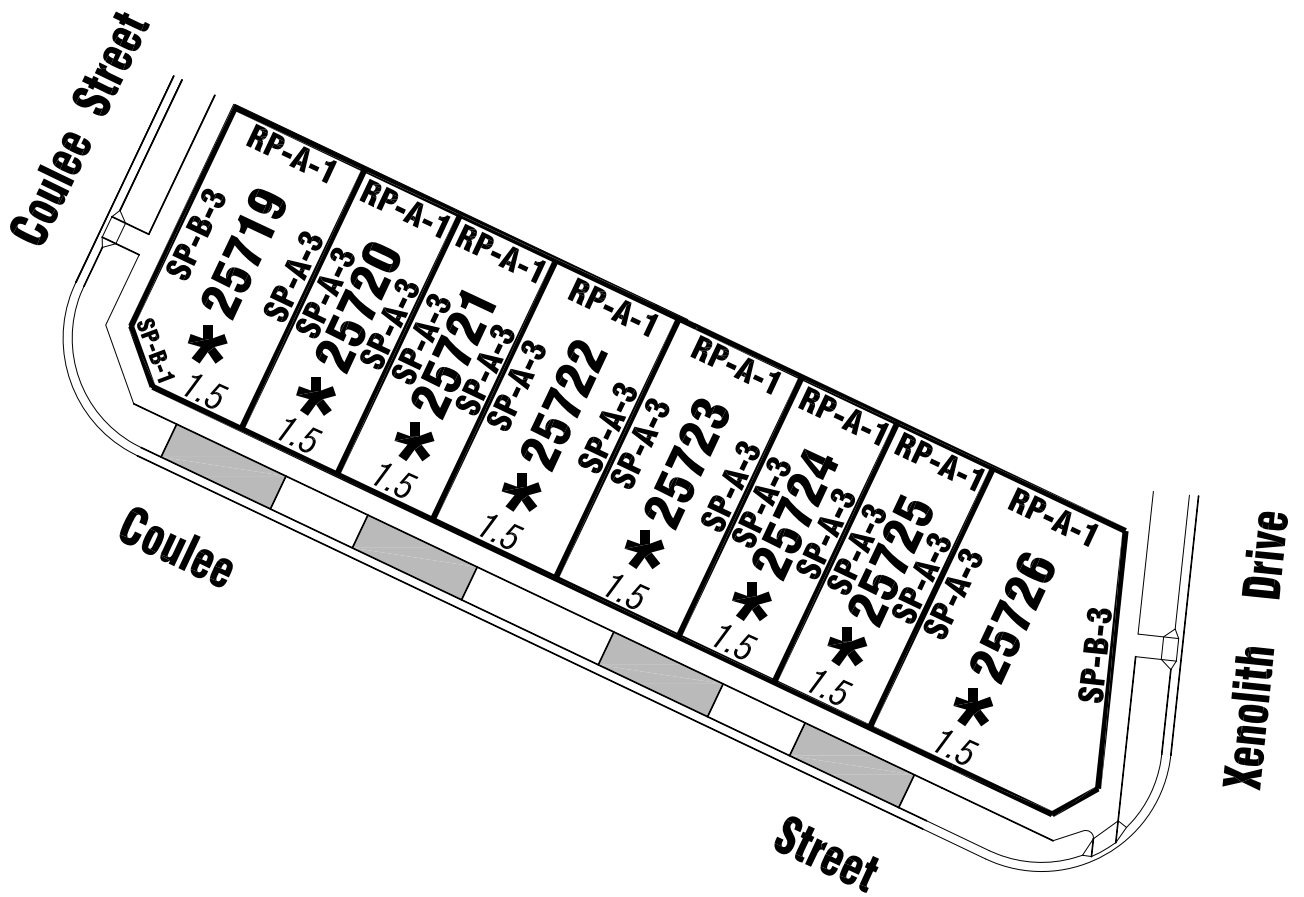
METRES

V3

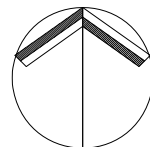


All dimensions are shown in metres

This is a CAD Drawing which should not be altered manually.

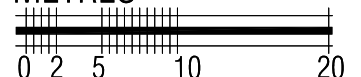


SHEET 3



METRES

V3



All dimensions are shown in metres

This is a CAD Drawing which should not be altered manually

91ATLA

Page 13 of 13

**THE BACK OF THIS FORM MUST NOT BE USED**

[6335110: 22078875\_1] Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property) > Contact us

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Corrs Chambers Westgarth C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 330

NO PROPOSALS. As at the 14th January 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

120H VULCAN DRIVE, CRAIGIEBURN 3064  
CITY OF HUME

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: 14th January 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 44445206 - 44445206111433 '330'**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

709387

## APPLICANT'S NAME & ADDRESS

CORRS CHAMBERS WESTGARTH C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

STOCKLAND HIGHLANDS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

330

This certificate is issued for:

LOT HH PLAN PS810928 ALSO KNOWN AS 120H VULCAN DRIVE CRAIGIEBURN  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a      COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- is within a          DEVELOPMENT PLAN OVERLAY - SCHEDULE 7
- and a                    ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9

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

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

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

14 January 2021

**Hon. Richard Wynne MP**  
**Minister for Planning**

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

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

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

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

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

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

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

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



## Choose the authoritative Planning Certificate

### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

## Privacy Statement

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

**Property No : 696798**  
**Certificate No : eLIC040929**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2021**  
**All Enquiries and Updates to Rates on 9205 2688**



**ABN 14 854 354 856**  
 1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

Your Reference: 330  
 Date of Issue: 14/01/2021

**VICTORIAN LAND REGISTRY SERVICES PTY LTD**  
**GPO BOX 527**  
**MELBOURNE VIC 3000**

Property Description:	Lot R PS 721515U Vol 11542 Fol 973 Lot D PS 724930Q Vol 11569 Fol 473 Lot F PS 738876Q Vol 11828 Fol 241 Lot HH PS 810928W Vol 12080 Fol 543 Lot M PS 831911W Vol 12232 Fol 866 Lot N PS 831911W Vol 12232 Fol 867
Property Situated:	120S WATERVIEW BVD CRAIGIEBURN VIC 3064

Site Value \$14200000	C.I.V. \$14200000	N.A.V. \$710000
-----------------------	-------------------	-----------------

The level of valuation is 1/01/2020 and the Date the Valuation was adopted for Rating Purposes is 1/11/2020

<b>RATES AND CHARGES FROM</b>	<b>01/07/2020</b>	<b>TO</b>	<b>30/06/2021</b>
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	<b>\$47,838.30</b>		<b>\$47,841.31</b>
Agricultural Land Use Rebate	<b>\$0.00</b>		<b>\$0.00</b>
Optional Waste Charges	<b>\$0.00</b>		<b>\$0.00</b>
Fire Service Property Levy	<b>\$890.75</b>		<b>\$887.74</b>
Special Charge / Rate	<b>\$0.00</b>		<b>\$0.00</b>
Arrears as at 30/06/2020			<b>\$0.00</b>
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$48,729.05</b>		<b>\$48,729.05</b>

<b>**PLEASE NOTE :</b>	Rates for 2020/2021 are payable by four instalments on the following dates 30/09/2020, 30/11/2020, 28/02/2021 & 31/05/2021
------------------------	---

<b>OTHER CHARGES</b>				
<b>Account Number / Description</b>	<b>Principal</b>	<b>Interest</b>	<b>Interest To</b>	<b>Balance</b>
		<b>TOTAL OTHER CHARGES</b>		

<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$48,729.05</b>
--	--------------------

All overdue rates and charges must be paid at settlement.

**Lot HH on PS810928 is not yet separately rated and is part only of this property.**  
**Please contact the Rates Office on 9205 2688 to discuss a possible supplementary rate/valuation or separate assessment for this lot.**



**Property No : 696798**  
**Certificate No : eLIC040929**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2021**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 120S WATERVIEW BVD CRAIGIEBURN VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. 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 the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$27.00 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
14/01/2021

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**



**Bill Code:** 12500  
**Ref:** 9816919

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

14th January 2021

Corrs Chambers Westgarth C/- InfoTrack C/- LANDATA  
LANDATA

Dear Corrs Chambers Westgarth C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	120H VULCAN DRIVE CRAIGIEBURN 3064
<b>Applicant</b>	Corrs Chambers Westgarth C/- InfoTrack C/- LANDATA LANDATA
<b>Information Statement</b>	30573729
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	330

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	120H VULCAN DRIVE CRAIGIEBURN 3064
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Yarra Valley Water Property Information Statement**

Property Address	120H VULCAN DRIVE CRAIGIEBURN 3064
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	120H VULCAN DRIVE CRAIGIEBURN 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

## **Melbourne Water Property Information Statement**

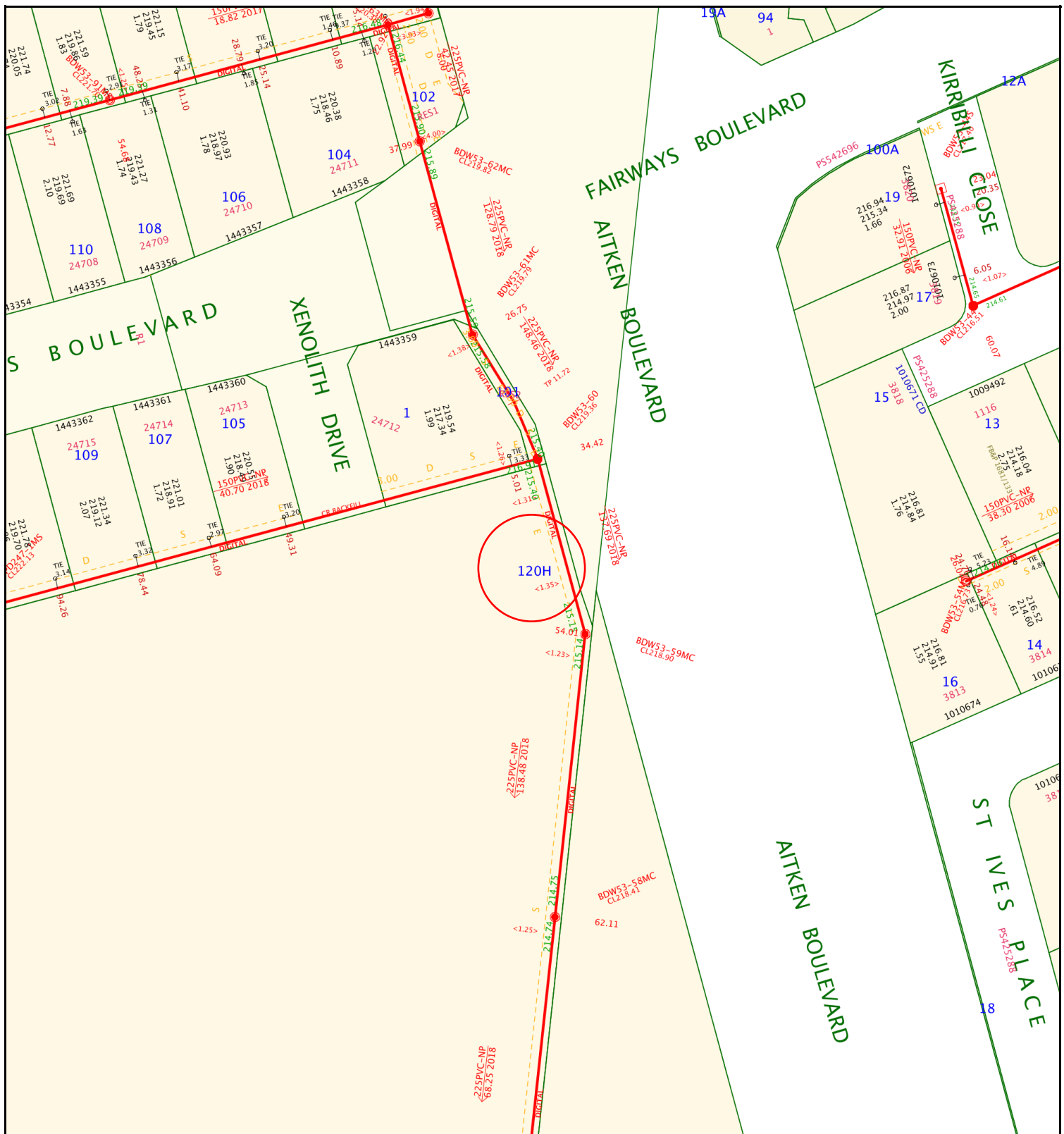
Property Address	120H VULCAN DRIVE CRAIGIEBURN 3064
------------------	------------------------------------

### STATEMENT UNDER SECTION 158 WATER ACT 1989

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30573729**

<b>Address</b>	120H VULCAN DRIVE CRAIGIEBURN 3064
<b>Date</b>	14/01/2021
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Corrs Chambers Westgarth C/- InfoTrack C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 1908850101  
Rate Certificate No: 30573729

Date of Issue: 14/01/2021  
Your Ref: 330

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
120H VULCAN DRIVE CRAIGIEBURN 3064	HH\PS810928	5225117	Residential

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			
<b>Total for This Property</b>			

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
120S WATERVIEW BVD, CRAIGIEBURN VIC 3064	GG\PS801157	5185004	Residential

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00

**Total Due** \$0.00

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**

GENERAL MANAGER  
RETAIL SERVICES

Note:



1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

**Property No:** 5225117

**Address:** 120H VULCAN DRIVE CRAIGIEBURN 3064

**Water Information Statement Number:** 30573729

## HOW TO PAY



**Bill**er Code: 314567  
Ref:



**Mail a Cheque** with the Remittance Advice  
below to:  
**Yarra Valley Water**  
GPO Box 2860 Melbourne VIC 3001

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

## PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 5225117

**Address:** 120H VULCAN DRIVE CRAIGIEBURN 3064

**Water Information Statement Number:** 30573729

**Cheque Amount:** \$

# Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / CORRS CHAMBERS WESTGARTH

Your Reference: 9162816

Certificate No: 41052385

Issue Date: 15 JAN 2021

Enquiries: NXS7

Land Address: 120H VULCAN DRIVE CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46194718	HH	810928	12080	543	\$0.00

Vendor: STOCKLAND HIGHLANDS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
STOCKLAND HIGHLANDS PTY LTD	2021	\$3,972,142	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$0

SITE VALUE: \$3,972,142

AMOUNT PAYABLE: \$0.00

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

Certificate No: 41052385

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - 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 = \$46,848.20

Taxable Value = \$3,972,142

Calculated as \$24,975 plus ( \$3,972,142 - \$3,000,000)  
multiplied by 2.250 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 41052385

**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](http://www.bpay.com.au)

**CARD**



Ref: 41052385

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

Contact Name Brad Dyson  
Telephone 03 9628 0049  
Facsimile 03 9628 6853  
**Your Ref: 44445206-009-8**

21 January 2021

Corrs Chambers Westgarth  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**120h Vulcan Drive, Craigieburn (Volume 12080 Folio 543) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 14 January 2021 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 03 9628 0049.

Yours sincerely



**Brad Dyson**  
Customer Service Officer  
Land Revenue

## 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: 120H VULCAN DRIVE

SUBURB: CRAIGIEBURN

MUNICIPALITY: HUME

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 386 Reference F12  
Melways 40th Edition, Street Directory, Map 386 Reference E12

DATE OF SEARCH: 14th January 2021

### PRIORITY SITES REGISTER REPORT:

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

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 44445206 - 44445206111433  
'330'



## Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria  
GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
www.hume.vic.gov.au

VICTORIAN LAND REGISTRY SERVICES PTY LTD  
GPO BOX 527  
MELBOURNE VIC 3000

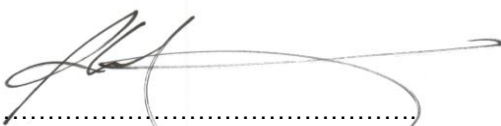
Our Reference: **WBPI011471**  
Your Reference: **330**  
Property Details: **120H VULCAN DR  
CRAIGIEBURN VIC 3064  
LOT HH PS 810928W VOL 12080 FOL 543**  
Property Number: **729266**  
Municipal District: **HUME CITY COUNCIL**  
Registered Owner: **STOCKLAND HIGHLANDS PTY LTD**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date

**Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.**

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

<b>Please note</b>
Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 <sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a>
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. <a href="http://www.hume.vic.gov.au">www.hume.vic.gov.au</a> for more information and registrations.
<b>Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.</b>
This advice is based on the most current information in Council's records.

  
.....  
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR**  
**HUME CITY COUNCIL**

Date: 15 January 2021

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*



# Building Information Certificate 51 (2)

Building Act 1993  
Building Regulations 2018  
Regulations 51 (2)



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

VICTORIAN LAND REGISTRY SERVICES PTY LTD  
GPO BOX 527  
MELBOURNE VIC 3000

Our Reference:	<b>WBPI011472</b>
Your Reference:	<b>330</b>
Property Address:	<b>120H VULCAN DR CRAIGIEBURN VIC 3064 LOT HH PS 810928W VOL 12080 FOL 543</b>
Property No:	<b>729266</b>
Allotment Area:	<b>9.0020 HECTARES</b>
Development:	

## Certificate Details:

<b>Property information for design purposes:</b>	
The land is in an area liable to flooding pursuant to Regulation 153	<b>No</b>
The land is in an area designated pursuant to Regulation 154.	<b>No</b>
Is the allotment in an area prone to termites pursuant to regulation 150	<b>Yes</b>
Bushfire Prone Areas – refer to BPA Maps available at <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a> and the Hume Planning Scheme	
Is the allotment in an area prone to significant snowfalls pursuant to regulation 152	<b>No</b>
The Building Regulations 2018 applies to Single Dwellings and Associated Outbuildings on this allotment.	<b>Yes</b>

### Please Note

- Planning and other controls may apply for certain types of development on this allotment, any planning enquires should be made to Council's Statutory Planning department, telephone 9205 2309.
- The Building Regulations 2018 apply with respect to building envelopes, see regulation 71. Where building envelopes or similar controls apply the consent of relevant Developer (Development Victoria, Delfin, Stockland, Peet etc) may be required before a Building Permit can be issued.
- Some properties within the Hume municipal district have restrictive covenants on title which may affect or preclude some development proposals. You are advised to obtain an up to date copy of the land title documents before commencing any design works.
- In relation to land liable to flooding or designated land or works, the applicant is also advised to make inquiries with Melbourne Water and the Hume Planning Scheme.
- Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)
- New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

**Community Infrastructure Levy pursuant to section 24(5) of the *Building Act* Bal Payable \$ 0.00**  
**For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.**

This advice is based on the most current information in Council's records.

Signed:   
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL**

Date: 14 January 2021

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 14 January 2021 11:17 AM

## PROPERTY DETAILS

Address: **120H VULCAN DRIVE CRAIGIEBURN 3064**  
 Lot and Plan Number: **Lot HH PS810928**  
 Standard Parcel Identifier (SPI): **HH\PS810928**  
 Local Government Area (Council): **HUME**  
 Council Property Number: **729266**  
 Planning Scheme: **Hume**  
 Directory Reference: **Melway 386 E12**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/hume](http://planning-schemes.delwp.vic.gov.au/schemes/hume)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **JEMENA**

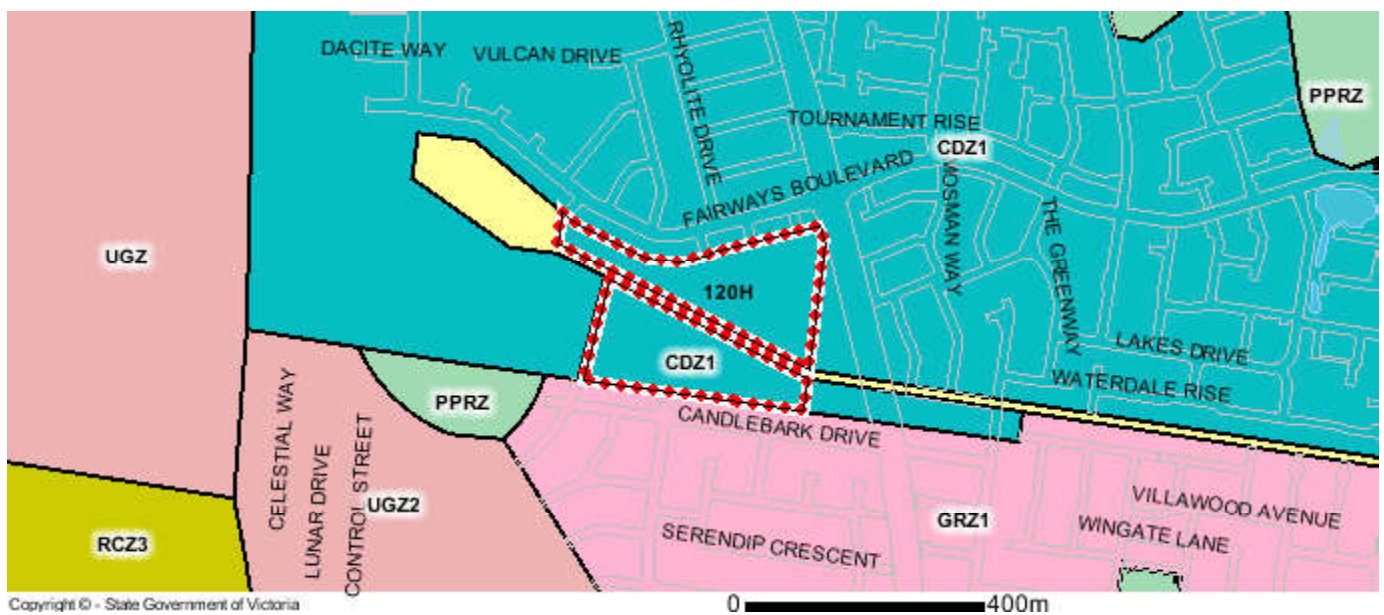
## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **YUROKE**

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



- |  |                                       |  |                           |  |                                 |
|--|---------------------------------------|--|---------------------------|--|---------------------------------|
|  | CDZ - Comprehensive Development       |  | GRZ - General Residential |  | PPRZ - Public Park & Recreation |
|  | PUZ1 - Public Use - Service & Utility |  | RCZ - Rural Conservation  |  | UGZ - Urban Growth              |

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

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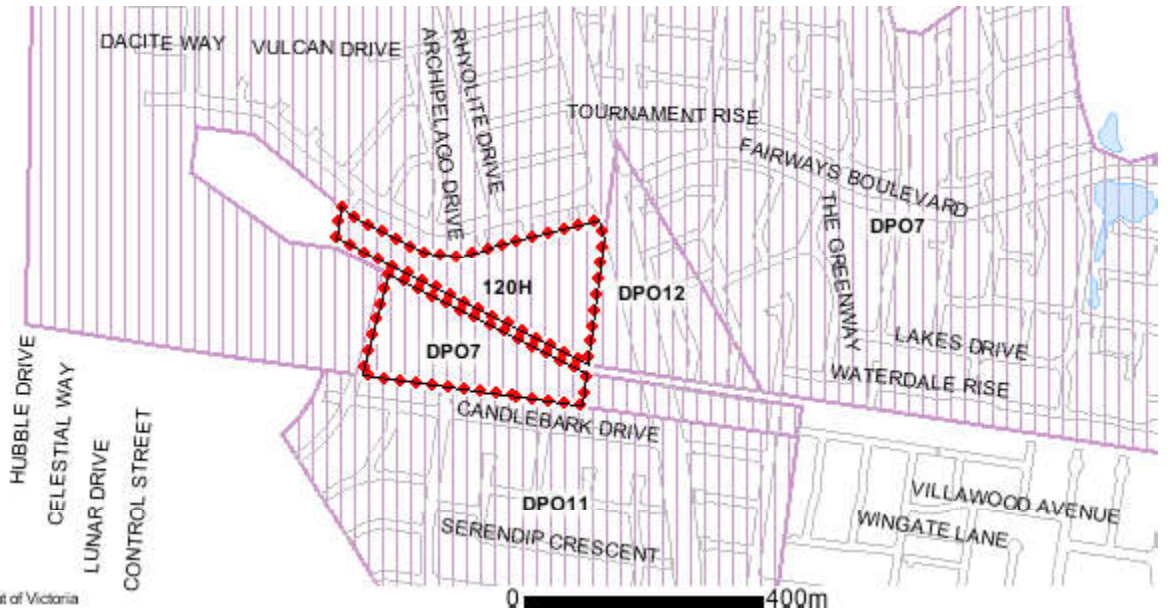
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)



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DPO - Development Plan

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

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9 \(ESO9\)](#)



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ESO - Environmental Significance

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

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## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



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DCPO - Development Contributions Plan      PAO - Public Acquisition

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

## Further Planning Information

Planning scheme data last updated on 13 January 2021.

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

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

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

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

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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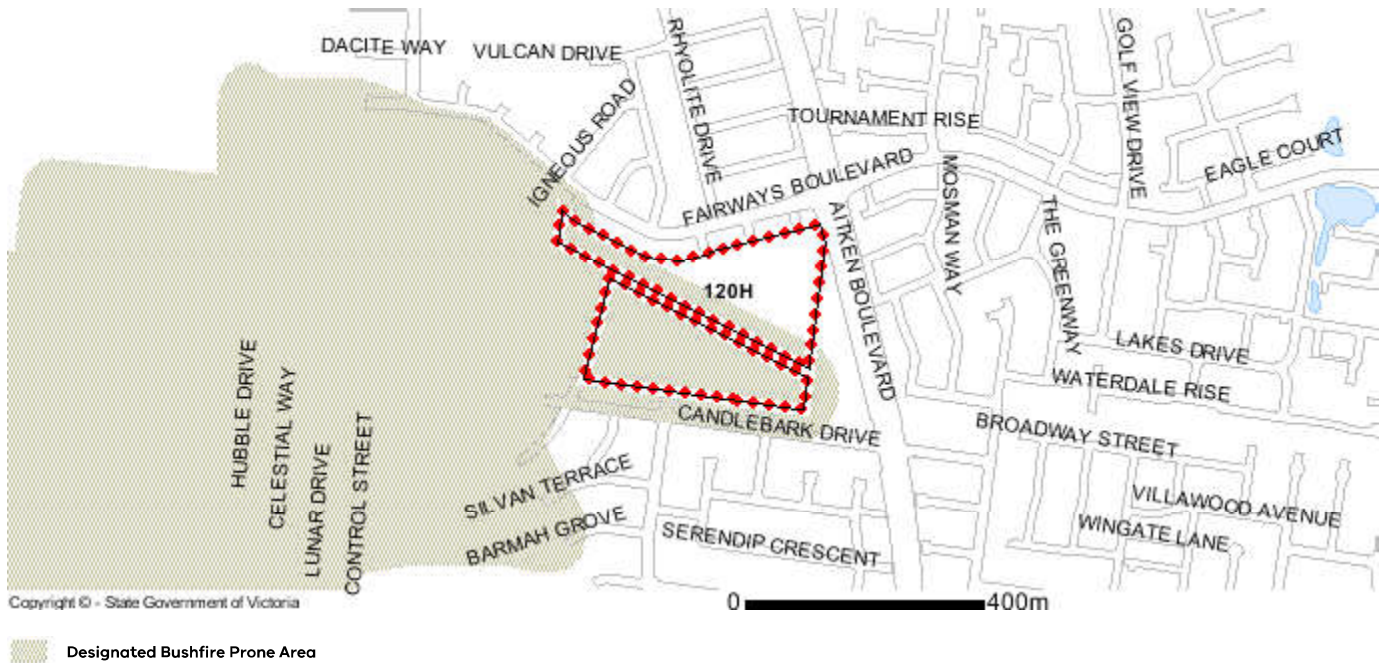
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## Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Corrs Chambers Westgarth**

CERTIFICATE NO:  
**44445206**

PROPERTY ADDRESS:  
**120H VULCAN DRIVE CRAIGIEBURN**

PARCEL DESCRIPTION:  
**Lot HH PS810928W**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Heritage Officer (Registry)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 15 January 2021**

*Note: This Certificate is valid at the date of issue.*



14 January 2021

Corrs Chambers Westgarth C/- InfoTrack  
c/- Landata  
GPO BOX 527  
MELBOURNE VIC 3001

6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)  
Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

T 03 9656 9818

Re: VOL 12080 FOLIO 543, 120H VULCAN DRIVE, CRAIGIEBURN VIC 3064  
Reference: 44445206-032-6

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](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **City of Hume**
- 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,

Felicity Watson  
Executive Manager - Advocacy  
National Trust of Australia (Victoria)

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

28655

### SECTION 1 – Applicant Information

Name of applicant:

- Bethany Willoughby

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins Street

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

9162816

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

HH/PS810928W

Crown References:

Title References (Volume / Folio) :

12080/543

Street Address:

120H VULCAN DRIVE, CRAIGIEBURN 3064

Other description:

Order ID 76701130

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

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: 20/Jan/2021



Oona Phillips  
Senior Heritage Registrar  
Aboriginal Victoria



## SECTION 4 – Terms & Conditions

### Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

### Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

### Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

### Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

### Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

### Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

### Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

### Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

### Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

### Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

### Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

# Highlands







## Contract of Sale – Vacant residential land





**Vendor**      **Stockland Highlands Pty Ltd (ACN 097 352 200)**

**Property**      **Lot 25714                      on      Proposed Plan**  
**of Subdivision No. PS 845605B**  
**Stage 257 being part of the land located**  
**at Coulee Street, Craigieburn, Victoria**  
**3064**

# Contract Signing Checklist

It is important to Stockland that you understand your contractual obligations, and also achieve a build outcome for the Estate that contributes to the appealing streetscapes and enhances the value of your home within the community. To be able to do this, you need to understand your contract and design requirements for your new property. This checklist will prompt you and Stockland to discuss some of these key requirements when signing your contract.

Key Items	Owner Sign Off <i>I have gone through these items with my sales consultant and understand my obligations in carrying these out.</i>
<b>FENCES</b> I am aware that there may be: <ul style="list-style-type: none"> <li>• Specifications of colours &amp; materials</li> <li>• Set backs</li> <li>• A process for approval</li> </ul>	<input type="checkbox"/> 
<b>LANDSCAPING</b> I am aware that there are: <ul style="list-style-type: none"> <li>• Mandatory timeframes for completion of landscaping</li> <li>• Minimum specifications of landscaping</li> <li>• A Landscaping Bond (if applicable)</li> </ul>	<input type="checkbox"/> 
<b>DESIGN GUIDELINES &amp; PROCESS</b> I am aware that there is/are: <ul style="list-style-type: none"> <li>• A process for submitting plans for approval</li> <li>• Are design application turn-around times</li> <li>• Designing constraints that may affect my home</li> <li>• Maximum build timeframes</li> <li>• Stockland's approval is not a Council building approval, and my builder needs to ensure proposed designs also meet any Council building approval requirements</li> </ul>	<input type="checkbox"/> 
<b>PLANS</b> I am aware that the following may affect my Property: <ul style="list-style-type: none"> <li>• Engineering plans</li> <li>• MCP (Memorandum of Common Provisions)</li> <li>• Plan of Subdivision</li> </ul>	<input type="checkbox"/> 
<b>SET BACKS OF LOT</b> I am aware that: <ul style="list-style-type: none"> <li>• There may be requirements in relation to whether I can or cannot build on my boundary.</li> <li>• I need to ensure any dwelling constructed is sited in accordance with mandatory set-backs.</li> </ul>	<input type="checkbox"/> 
<b>CORNER LOTS</b> If this is a corner lot, I am aware there may be special requirements (fences, corner treatments, driveway location)	<input type="checkbox"/> or <input checked="" type="checkbox"/> Not applicable
<b>SMART LIVING DIRECTORY</b> I have been provided with my Smart living Directory	<input type="checkbox"/> 
<b>NBN (National Broadband Network)</b> I have a copy of the NBN Building Ready Specifications and understand the obligations in this contract to build my house in accordance with them to get connection to the network.	<input type="checkbox"/> or <input checked="" type="checkbox"/> Not applicable

Key Items	Owner Sign Off <i>I have gone through these items with my sales consultant and understand my obligations in carrying these out.</i>
<b>BUSHFIRE REGULATIONS:</b> I have been advised to check with my builder that my house will meet the new 8 September 2011 change to Building Regulations.	<input type="checkbox"/> 
<b>FINANCE CONDITION (clause 4)</b> I acknowledge that, where this Contract indicates it is subject to finance, I have carefully read clause 4 of the special conditions. I understand that where the Contract for Sale is <b>not</b> subject to a loan being approved, or where the Contract for Sale is subject to a loan being approved and my legal representation advise loan approval has been obtained, the deposit will <b>not</b> be refundable if I am unable to obtain finance at the time of settlement.	<input type="checkbox"/> 
<b>VALUATION PROCESS:</b> I understand that if I am obtaining finance a valuer on behalf of my financial institution will need to undertake a valuation on the land once civil works are finalised and it is available for inspection. I understand that in the event that valuation is less than the contract price, it may result in a shortfall of funds advanced by the lender, and I will need to cover this shortfall.	<input type="checkbox"/> 
<b>FOREIGN BUYERS &amp; FIRB APPROVAL</b> I am aware that if I am <b>not</b> an Australian citizen: <ul style="list-style-type: none"> <li>• I must disclose this to Stockland.</li> <li>• I must obtain all necessary approvals to purchase this Property.</li> <li>• I may be subject to different rates of stamp duty, land tax or other taxes.</li> </ul>	<input type="checkbox"/> or <input checked="" type="checkbox"/> Not applicable
<b>ACKNOWLEDGEMENT OF INDEPENDENT LEGAL &amp; FINANCIAL ADVICE</b> I have been given the opportunity to obtain my own legal and financial advice in relation to this contract for sale prior to signing.	<input type="checkbox"/> 

Purchaser's Signature  \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_

# CONTRACT OF SALE OF REAL ESTATE

## 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

**Act 1962**

**Section 9AA(1A) Sale of Land**

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.

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

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

The terms of this contract are contained in the-

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

in that order of priority.

## 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.

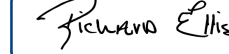
Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

## EXECUTION BY VENDOR

Signed for and on behalf of DocuSigned by:

Signed by Stockland Highlands Pty Ltd  
ACN 097 352 200 by being signed by  
#1C1A00 J888  
pursuant to a General Power of Attorney  
dated 18 July 2018 which is in the form  
authorised by Victorian legislation and of  
which the attorney has no notice of  
revocation.

DocuSigned by:



9BB53D71481D44A...  
Signature

## EXECUTION BY PURCHASER

Signed by

Doris Markas  
Name

DocuSigned by:



6CDF60904A72432...  
Signature

Signed by

Name

Signature

Signed by

Name

Signature

Signed by

Name

Signature

## EXECUTION BY PURCHASER (CORPORATION)

Name

Signature



# CONTRACT OF SALE OF REAL ESTATE, GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### 4. Services

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

### 5. Consents

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

### 6. Transfer

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

## 7. Release of security interest

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

and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

## 8. Builder warranty insurance

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

## 9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

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

9.5 The contract will be at an end if:

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

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

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

## MONEY

### 10. Settlement

10.1 At settlement:

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

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

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

### 11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or

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

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

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

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

### 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

### 13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

#### 16. Time

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

#### 17. Service

- 17.1 Any document sent by-
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. Nominee

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

#### 19. Liability of signatory

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

#### 20. Guarantee

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

#### 21. Notices

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

#### 22. Inspection

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

#### 23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

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

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

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

#### 24. Loss or damage before settlement

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

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

#### 25. Breach

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

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

### DEFAULT

#### 26. Interest

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

#### 27. Default notice

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

27.2 The default notice must:

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

#### 28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

## Particulars of sale

### SALES REPRESENTATIVE

Name: Stockland Highlands Pty Ltd ACN 097 352 200

Address Level 36 South Tower, 525 Collins Street, Melbourne VIC 3000

Telephone: (03) 9095 5000 Fax: \_\_\_\_\_ DX: \_\_\_\_\_ Email: \_\_\_\_\_

### VENDOR

Name: Stockland Highlands Pty Ltd ACN 097 352 200

Address Level 36 South Tower, 525 Collins Street, Melbourne, Victoria 3000

Telephone: (03) 9095 5000 Fax: \_\_\_\_\_ DX: \_\_\_\_\_ Email: leanne.le@stockland.com.au

### VENDOR'S REPRESENTATIVE

Name: Stockland Conveyancing Services

Address Level 36 South Tower, 525 Collins Street, Melbourne, Victoria 3000

Telephone: 03 9095 5000 Fax: \_\_\_\_\_ Email: conveyrescommvic@stockland.com.au - Leanne Le

### PURCHASER And/or nominee

Name: Doris Markas

Address 6 Bridlington drive greenvale 3059

Telephone: 0416620166 Fax: \_\_\_\_\_ Email: dmarkas13@gmail.com

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Dooren Markas - MMH Lawyers

Address 33-35 Military Rd Avondale Heights 3034

Telephone: (03) 9317 9712 Fax: \_\_\_\_\_ Email: dooren@mmhlawyers.com.au

### PURCHASER'S FIRB DECLARATION

Are you a Foreign Person for the purposes of the FATA Act?

Yes  No

### PROPERTY ADDRESS

Address The property to be located and known as Lot 25714 on Proposed Plan Plan of Subdivision No. 845605B

being part of the land located at Coulee Street, Craigieburn Victoria 3064.

### LAND

The land is described in the attached copy title(s) and plan(s) as Lot 25714 on Proposed Plan  
Plan of Subdivision No. PS. 845605B, being part of the land  
folio 543 and includes all improvements and fixtures.

on Proposed Plan  
described in certificates of title volume 12080

### GOODS SOLD WITH THE LAND (List or attach schedule)

Nil.

### PAYMENT

Price \$ 362,000

Deposit \$ 36,200, payable on Day of Sale of which \$36,200 has been paid  
(on Day of Sale/by) (specific date or X days from day of sale)

Balance \$ 325,800.00, payable at completion

DS  
DA

**GST** (general condition 13)

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

GST Inclusive

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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**COMPLETION**

Is due on the date determined under special conditions 13.1.

**LEASE**At completion 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.If '**subject to lease**' then particulars of the lease are:**TERMS CONTRACT**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:**ENCUMBRANCES**This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box:If the sale is '**subject to existing mortgage**' then particulars of the mortgage are: Not Applicable

The Property is sold subject to all registered and unregistered restrictions, easements (including implied and statutory easements) and covenants

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

special conditions

**LOAN** (refer to special condition 4) YES NO X

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

Lender:

Loan amount: \$

Approval date:

DS  
DA**CONTRACT DATE**

The Contract Date is 27/4/2021



## Reference Schedule

<b>Development Consent obtained</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Development Consent Last Date</b>	Not applicable
<b>Plan registered</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Registration Sunset Date</b>	30 June 2023
<b>Vendor owns all Land</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Purchase Sunset Date</b>	Not applicable
<b>Estate</b>	The larger residential community or project known as Highlands
<b>Design Essentials</b>	The draft document entitled 'Premium Design Essentials' attached to this contract at <b>Annexure C</b>
<b>Construction Commencement Date</b>	12 months from the date on which the contract is completed
<b>Construction Completion Date</b>	12 months from the Construction Commencement Date
<b>Council</b>	Hume City Council

## Special Conditions

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### 1. Additional definitions and interpretation

#### 1.1 Additional definitions

In these special conditions unless otherwise indicated by the context or subject matter:

**Additional Special Conditions** mean the additional conditions (if any) contained in **Annexure A**.

**ATO Clearance Certificate** means a clearance certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the TA Act annexed in **Annexure F**.

**Authority** means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

**Business Day** means any day (except a Saturday or Sunday or public holiday) on which banks are open for business in Melbourne.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

**Completion Date** means the date on which this contract completes.

**Construction Commencement Date** means the date identified as such in the Reference Schedule.

**Construction Completion Date** means the date identified as such in the Reference Schedule.

**Council** means the council referred to in the Reference Schedule.

**Date for Completion** means the date determined under special condition 13.1.

**DDF** means the online form called the 'Digital Duties Form' generated from the Victorian State Revenue Office website.

**Default Rate** means a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rats Act 1983* (Vic).

**Delay Circumstance** means a delay arising from or in connection with any of or a combination of any of the following:

- (a) obtaining the Development Consent or any other approval, certificate, licence, permit, consent or authorisation from an Authority in connection with the Subdivision Works;
- (b) any condition or requirement imposed by any Authority or the Development Consent including meeting the requirements of any Authority or the Development Consent;
- (c) consent from an Authority to any application to amend or modify the Development Consent is not provided within 40 business days after lodgement of the application;
- (d) attributable to a revocation of the Development Consent or change in Law or requirements of Authorities that affects the Vendor's ability to:
  - (i) carry out or complete the Subdivision Works; or
  - (ii) register the Preliminary Plan or the Plan (whether directly or indirectly);
- (e) the carrying out of the Subdivision Works;
- (f) any Force Majeure Event;

- (g) proceedings (actual or threatened) by or disputes with surrounding landowners or any contractor of the Vendor;
- (h) an Authority approving the Preliminary Plan or the Plan;
- (i) the process of Registration after lodgement of the Preliminary Plan or the Plan with the Victorian Land Registry; or
- (j) any other cause or matter beyond the Vendor's control affecting Registration or the Subdivision Works.

**Development Consent** means a development consent and / or planning permit (or equivalent) from the relevant Authority including any approvals, certificates, licences, permits, consents and authorisations, which are required or which the Vendor considers necessary or desirable to obtain to develop the Land including to carry out the Subdivision Works and register the Preliminary Plan and the Plan, as may be amended from time to time.

**Design Essentials** mean the document or documents identified as such in the Reference Schedule and attached to this contract at **Annexure C**, as may be amended from time to time by the Vendor.

**Development Activities** means:

- (a) any works by the Vendor or intended to be carried out by the Vendor to develop the Estate including:
  - (i) any works to subdivide land forming part of the Estate;
  - (ii) any demolition or construction works including works ancillary to or associated with those works;
  - (iii) any works to install infrastructure including services in the Estate;
  - (iv) any landscaping works including works ancillary to or associated with the landscaping works;
  - (v) any other works to develop the Estate, which are considered necessary or desirable by the Vendor; and
- (b) any works by purchasers of land or other third parties within the Estate.

**Development Approval Last Date** means the date identified as such in the Reference Schedule.

**Estate** means the larger residential community identified as such in the Reference Schedule, of which the Land forms part.

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

**FATA Legislation** means the FATA, 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](http://www.firb.gov.au)) from time to time.

**FIRB Approval** means a no objection notification, made by or on behalf of the Treasurer under the FATA Legislation and stating that the Commonwealth Government does not object to the purchase of the property by the Purchaser, either unconditionally or subject to conditions.

**FIRB Approval Date** means the date which is 40 days after the Contract Date, as may be extended under special condition 28.3(j).

**Force Majeure Event** means any event or circumstance or combination of events and circumstances which is beyond the control of the Vendor which causes or results in a default or delay in the performance by the Vendor of any of its obligations under this contract, which may include any of the following:

- (a) fire, lightning, explosion, earthquake, storm, cyclone, drought, action of the elements, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, contamination of any kind, or force of nature;
- (b) strikes, lockouts, industrial and/or labour disputes and/or difficulties, work bans, blockades or picketing;
- (c) the introduction, change or withdrawal of any Law or the requirements of any Authority;
- (d) any shortage of labour or materials required to complete the construction of the Subdivision Works; or
- (e) any steps by a person to challenge the validity in whole or in part of the Development Consent, or any steps by a person to alter the provisions of the Development Consent.

**General Conditions** mean Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008.

**Guarantee** means the guarantee and indemnity attached to this contract at **Annexure E**.

**Guarantor** means, if the Purchaser is a corporation, the directors of that corporation (and if that corporation has a sole director, then that sole director).

**Land** means the lot on the Plan to be acquired by the Purchaser as described in the Particulars of Sale.

**Landscaping** means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

**Land Tax Year** means the period commencing on 1 January in a year and ending on 31 December of the same year.

**Law** means all statutes, regulations, by-laws, ordinances, circulars issued by any Authority with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

**Minor Alteration** includes any of the following:

- (a) an alteration (whether required by the Vendor, under a Planning Permit or by an Authority) which does not materially and detrimentally affect the construction of a dwelling house on the Land or which has been disclosed in this contract;
- (b) an alteration in the dimensions or area of the Land of:
  - (i) 5% or less in the area of the Land; or
  - (ii) 5% or less in the linear dimensions of the Land;
- (c) an alteration to the number or numbering of lots in the Plan; or
- (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

**NBN Building Ready Specifications** means the specifications governing the building requirements for connecting 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](http://www.nbnco.com.au).

**Network Infrastructure** means the physical infrastructure which will support the proposed national broadband fibre optic network.

**New Purchaser** has the meaning given in special condition 15.4(b).

**Object** means delay or attempt to delay Completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate this contract or withhold or require a retention of all or part of the Price.

**Particulars of Sale** means the section attached to this contract titled 'Particulars of Sale'.

**PEXA** means Property Exchange Australia Limited ACN 140 677 792 being an electronic lodgement network operator.

**Plan** means:

- (a) where the Land is a lot in an unregistered plan, the plan of subdivision approved by the relevant Authority in relation to the Land, generally in accordance with the Proposed Plan, with or without any changes permitted under this contract; or
- (b) where the Land is a lot in a registered plan, the plan of subdivision described in the Particulars of Sale.

**Planning Restriction** has the meaning given to it in special condition 8.1.

**PPSA** means Personal Property Securities Act 2009 (Cth).

**Preliminary Plan** means the plan(s) of subdivision (if any) intended to be Registered before the Plan is Registered, generally in accordance with the draft preliminary plan, with or without any changes permitted under this contract, copies of which are attached to the Vendor's Statement.

**Privacy Policy** means the Stockland Privacy Policy which can be viewed at [www.stockland.com.au/privacy-policy.htm](http://www.stockland.com.au/privacy-policy.htm).

**Property** means the Land and all improvements on the Land.

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

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

**Proposed Plan** means the proposed plan of subdivision relating to the Land (where applicable) attached to the Vendor's Statement.

**Purchaser's Plans and Specifications** means the Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the Purchaser.

**Reference Schedule** means the document titled 'Reference Schedule' and attached to this contract.

**Registered** means registered by the registrar of titles (or has equivalent status) in the Victorian Land Registry.

**Registered Restrictions** means the restrictions on the use of land, easements and covenants Registered or to be Registered on the title to the Property.

**Registration** means the Plan has been approved by all relevant Authorities and Registered.

**Registration Sunset Date** means the date identified as such in the Reference Schedule.

**Re-sale Deed** means the deed poll attached to this contract at **Annexure D**.

**Retaining Structures** means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or

to be constructed by the Vendor or other third parties (including by or on behalf of adjoining owners) on or adjacent to the Land and/or the Property.

**Security Interest** means all security interests registered over the personal property (as defined under the PPSA) of the Vendor on the personal property securities register established under the PPSA.

**Selling and Leasing Activities** comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Land after Completion) of:
  - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
  - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Land after Completion); and
- (c) the use of homes by either the Vendor or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

**Service Email Address** for a party means the email address specified for that party in the box headed 'Service Email Addresses' on the front page of this contract.

**Services** means the services for water, electricity, gas, sewerage and telecommunications.

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

**SRO Settlement Statement** means a settlement statement in respect of the DDF produced by the Purchaser's Legal Practitioner from the Victorian State Revenue Office website.

**Stakeholder** means Galliot & Co of PO Box 675, Pascoe Vale, VIC 3044 or such other stakeholder appointed by the Vendor from time to time.

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

**Surface Levels Plan** means the plan attached to this contract at **Annexure B** showing any works affecting the natural surface of the Land.

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

**Title** means a separate freehold title for the Land issued from the Victorian Land Registry.

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**Vendor's Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic)

**Victorian Land Registry** means Land Use Victoria (or equivalent from time to time).

## 1.2 Additional interpretation

Unless otherwise indicated by the context or subject matter:

- (a) a heading may be used to assist in interpretation but is not legally binding;
- (b) a reference to the Property or any other thing includes the whole or any part of the Property or any other thing;

- (c) a reference to a party includes the party's successors and permitted assigns;
- (d) an obligation imposed by this contract on more than one person binds them jointly and severally;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (g) a reference to a document (including this contract) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a party, clause, schedule, exhibit, attachment or Annexure is a reference to a party, clause, schedule, exhibit, attachment or Annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (i) includes in any form is not a word of limitation; and
- (j) a reference to \$ or dollar is to Australian currency.

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## **2. General Conditions**

### **2.1 Amendments**

- (a) General Condition 1.1(a) is amended by inserting "and any encumbrance referred to in or arising out of any special condition in this contract of sale" after "caveats".
- (b) General Condition 1.1(b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".
- (c) General Condition 3 is amended by adding a sub-condition 3.3 as follows:

"The Purchaser admits that the Land is identical with the land described in the title particulars set out in the Particulars of Sale."
- (d) General Condition 6 is amended by deleting "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 Completion."
- (e) General Condition 10.3 is amended by inserting "at the offices of the Vendor's Representative or other place nominated by them in Melbourne" after "conducted" and replacing "4.00pm" with "3.30pm".
- (f) General Condition 11.1(b) is deleted and is replaced with "to the Stakeholder".
- (g) General Condition 11.2(b) is deleted and replaced with the following:

"(b) must be paid to the Vendor's licensed estate agent or the Stakeholder and held by the Vendor's licensed estate agent or the Stakeholder on trust for the Purchaser until Registration."
- (h) General Condition 11.4 is deleted and replaced with the following:

"11.4 At settlement, payments may be made or tendered:

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

- (b) if the parties agree, by electronically transferring the payment in the form of cleared funds.”.
- (i) General Condition 11.7 is inserted as follows:
  - “11.7 For the purpose of General Condition 11.4:
    - (a) a payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
    - (b) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient’s authorised deposit-taking institution, must be paid by the remitter.”
- (j) General Condition 12.4 is inserted as follows:
  - “12.4 Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”.
- (k) Each reference in the General Conditions to “vendor’s legal practitioner or conveyancer” includes a reference to the Vendor’s Representative.
- (l) General Condition 26 is deleted.
- (m) In the General Conditions, ‘Stakeholder’ means Galliot & Co of PO Box 675, Pascoe Vale, VIC 3044 or such other stakeholder appointed by the Vendor from time to time.

## **2.2 Interpretation and Deletions**

- (a) A reference in the General Conditions to:
  - (i) ‘due date for settlement’ is a reference to Date for Completion;
  - (ii) ‘land’ is a reference to Property;
  - (iii) ‘property’ is a reference to Property;
  - (iv) ‘purchaser’ is a reference to Purchaser;
  - (v) ‘section 32 statement’ is a reference to Vendor’s Statement;
  - (vi) ‘settlement’ is a reference to the completion of the contract;
  - (vii) ‘settlement date’ is a reference to Completion Date; and
  - (viii) ‘vendor’ is a reference to Vendor.
- (b) General Conditions 7, 11.4(c), 13, 14, 17, 18, 20, 23, 24.4, 24.5 and 24.6 are deleted.

## **2.3 Incorporated definitions**

Unless otherwise defined in special condition 1.1, a word or phrase specified in the Particulars of Sale has the same meaning in this contract.

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## **3. Priority of conditions**

To the extent there is any inconsistency between the Additional Special Conditions, the Special Conditions and the General Conditions then:



- (a) the Additional Special Conditions prevail over the Special Conditions and the General Conditions; and
- (b) the Special Conditions prevail over the General Conditions.

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## 4. Finance

### 4.1 Contract conditional on finance

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.

### 4.2 Purchaser to give notice

Within 2 Business Days after the approval date (**Finance Information Date**) the Purchaser must either:

- (a) give notice to the Vendor that the loan application has not been approved and provide evidence of such non-approval; or
- (b) give notice to the Vendor that the loan has been approved and provide a copy of the approval letter (**Evidence of Finance**).

### 4.3 Purchaser's right to end contract

The Purchaser may end this contract if it gives notice under special condition 4.2(a) but only if the Purchaser:

- (a) immediately applied for the loan;
- (b) did everything reasonably required to obtain approval of the loan;
- (c) serves written notice ending the contract on the Vendor by the Finance Information Date or any later date allowed by the Vendor in writing; and
- (d) is not in default under any condition of this contract when the notice is given.

### 4.4 Termination by Vendor

(a) If the Purchaser does not:

- (i) terminate the contract under special condition 4.3; or
- (ii) comply with special condition 4.2(b),

the Vendor may:

- (iii) by notice in writing to the Purchaser given at any time within 30 days after the Finance Information Date, end this contract with immediate effect; or
- (iv) by notice in writing to the Purchaser given at any time before the earlier of:
  - A. the Completion Date; and
  - B. the date the Purchaser gives Evidence of Finance to the Vendor,

inform the Purchaser that the Vendor intends to end this contract if the Purchaser does not give Evidence of Finance to the Vendor by the date that is at least 30 days after the date the notice is given.

- (b) If the Vendor gives notice to the Purchaser under special condition 4.4(a)(iv) and the Purchaser does not give Evidence of Finance to the Vendor by the date required in the notice, the Vendor may, by further notice in writing to the Purchaser given at any time end this contract with immediate effect.

## **4.5 Deposit**

The Deposit must be refunded to the Purchaser less the amount of any bank or government charges, if:

- (a) the Purchaser terminates this contract under special condition 4.3; or
- (b) the Vendor ends this contract under special condition 4.4.

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## **5. Purchaser's representations and warranties**

### **5.1 Capacity**

The Purchaser represents and warrants that it:

- (a) subject to special condition 4, has the financial capacity to perform its obligations arising out of this contract;
- (b) has full power and authority to enter into, implement and perform its obligations under this contract;
- (c) has obtained all necessary consents to enter into, implement and perform its obligations under this contract; and
- (d) is purchasing the Property on its own behalf as principal or as trustee and not as an agent for a third party.

### **5.2 Agent**

The Purchaser represents and warrants that it was not introduced to the Land or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim a commission or fee from the Vendor other than the Vendor's agent named in this contract.

### **5.3 Purchaser as trustee**

If the Purchaser enters into this contract as trustee, the Purchaser:

- (a) is bound by this contract both as trustee and in its personal capacity;
- (b) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Purchaser under this contract;
- (c) must if the Vendor demands it, assign to the Vendor the Purchaser's rights of indemnity as against the assets of the trust;
- (d) warrants that:
  - (i) it has the power and authority to enter into this contract and bind the trust; and
  - (ii) entry into this contract is due administration of the trust; and
- (e) must provide a copy of the trust instrument to the Vendor within 2 business days of request.

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## **6. Entire agreement**

## 6.1 No warranty, representation or reliance

The Purchaser acknowledges and agrees that:

- (a) this contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by or on behalf of the Vendor at the time of or prior to the execution of this contract;
- (b) it has not been induced to enter into this contract by any warranty or representation (verbal or otherwise) made by or on behalf of any other party which is not included in this contract; and
- (c) despite the terms of this special condition, if any warranty or representation has been made by the Vendor or its agent or representative, then the Purchaser confirms, by execution of this contract, that the Purchaser has placed no reliance on such warranty or representation in executing this contract.

## 6.2 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition 6.

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## 7. Guarantee

- (a) The Guarantor provides the Guarantee.
- (b) The Purchaser must cause the Guarantor to provide the Guarantee by signing this contract at the same time that the Purchaser signs this contract.
- (c) The Vendor may terminate this contract by giving a written notice to the Purchaser if the Purchaser fails to comply with this special condition 7 and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

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## 8. Property sold in present condition

### 8.1 Attorney

- (a) This special condition 8.1 does not apply unless:
  - (i) this contract is a terms contract, as defined in the *Sale of Land Act 1962* (Vic), and the Purchaser intends to lodge a dealing to be Registered over the Land, being a dealing the registration of which requires the Vendor's consent under this contract or otherwise; or
  - (ii) the Purchaser has lodged a caveat or other dealing to be Registered over the Land and, in doing so, is in breach of this contract.
- (b) In consideration for the Vendor entering into this contract, the Purchaser irrevocably appoints the Vendor and each officer of the Vendor, jointly and severally to be the true and lawful attorney of the Purchaser, in the name of, for and on behalf of the Purchaser to consent to any Registered Restrictions or encumbrance lodged or to be lodged by the Vendor, and the Purchaser agrees to ratify and confirm all that an attorney does pursuant to this special condition 8.

### 8.2 Planning Restrictions

Without excluding, modifying or restricting General Condition 1, the Purchaser buys the Property subject to:

- (a) the Registered Restrictions; and
  - (b) all other restrictions on the use and development of the Property including those that are imposed or prescribed by Law or an Authority,
- (together, the **Planning Restrictions**).

### **8.3 Purchaser's acknowledgements**

The Purchaser acknowledges and agrees that:

- (a) a Planning Restriction does not constitute a defect on the Vendor's title to the Property or affect the validity of this contract;
- (b) the Property is sold for the Price and the Purchaser is not entitled to any rebate, discount or the benefit of any promotional offer unless it is specifically stated in this contract or in a document which varies this contract which has been executed by the Vendor;
- (c) the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to:
  - (i) the fitness or suitability of the Property for any particular purpose of the Purchaser including any financial return, income and investment potential of the Property; and
  - (ii) the Purchaser's rights and obligations under this contract; and
- (d) the Property Information was made available to the Purchaser by the Vendor or the Vendor's representatives on the express basis that no representation or warranty was made or given by the Vendor or the Vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to the Property Information.

### **8.4 No objection by Purchaser**

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object because of anything in connection with any of the matters referred to in special conditions 8.1 to 8.3.

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## **9. Registration of Plan**

### **9.1 Application of special condition**

This special condition 9 applies if, as at the Contract Date, the Plan is not Registered, as indicated by the 'NO' box next to the 'Plan Registered' section in the Reference Schedule being marked.

### **9.2 Contract conditional on registration of Plan**

- (a) Completion of this contract is conditional upon Registration occurring by the Registration Sunset Date.
- (b) The Vendor must, at its cost, take reasonable steps to obtain Registration by the Registration Sunset Date.
- (c) The Vendor must give the Purchaser or the Purchaser's legal practitioner or conveyancer written notice of Registration within a reasonable time after Registration occurs.

### **9.3 Preliminary Plans**

The Vendor discloses that Preliminary Plans may be required to be registered to create a separate

parcel of land over which the Plan will be registered. The Property comprises a lot in the Plan.

#### **9.4 Alterations to Land and Plans**

- (a) The Vendor discloses and the Purchaser acknowledges that, subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Vendor may alter the Land or the Property, the Preliminary Plan and the Plan or any of them in any way (including to make Minor Alterations) and the Purchaser must not Object in relation to the alteration.
- (b) The Vendor may register any easement or other encumbrance over the Land or the Property which is:
  - (i) shown on the Preliminary Plan (i) the Plan or which relates to matters disclosed or dealt with in this contract; or
  - (ii) required by the Vendor, under the Development Consent or by an Authority, or otherwise in relation to the development of the Land, the Property or the Estate,

and the Purchaser must not Object to such easements and other encumbrances.

- (c) The Vendor may at any time serve notice, if:
  - (i) the Vendor makes or proposes to make an alteration to:
    - A. the Land or the Property;
    - B. the Preliminary Plan or the Preliminary Plan Instrument (to the extent the alteration affects the property);
    - C. the Plan or the Plan Instrument (to the extent the alteration affects the Property); or
  - (ii) the Vendor registers or proposes to register easements or other encumbrances over the Land or the Property other than easements or encumbrances shown on the Preliminary Plan, and/or the Plan or disclosed in this contract.

#### **9.5 Amendments to Plan**

- (a) The provisions of special condition 9.4 and section 10(1) of the *Sale of Land Act 1962* (Vic) do not apply in respect of the final location of an easement shown on the Plan.

#### **9.6 Rescission of contract**

- (a) If the Plan is not Registered before the Registration Sunset Date:
  - (i) the Purchaser may, at any time after the Registration Sunset Date but only before the Plan is Registered, rescind this contract by written notice served on the Vendor; and
  - (ii) the Vendor may, at any time after the Registration Sunset Date give to the Purchaser a notice of proposed rescission of this contract under which the Vendor seeks the Purchaser's written consent to rescind this contract.
- (b) The parties acknowledge and agree that:
  - (i) the Purchaser has the right, but is not obliged, to consent to the proposed rescission of this contract under special condition 9.6(a)(ii);
  - (ii) if the Purchaser consents to the proposed rescission of this contract under special condition 9.6(a)(ii), the parties are deemed to have rescinded this

- contract on the date that the Purchaser provides written notice of its consent to the Vendor;
- (iii) if the Purchaser does not consent to the proposed rescission of this contract under special condition 9.6(a)(ii), the Vendor may apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this contract; and
  - (iv) the Supreme Court of Victoria may make an order permitting the rescission of this contract, if the Supreme Court of Victoria is satisfied that making the order is just and equitable in all the circumstances.
- (c) If this contract is rescinded under special condition 9.6(a)(i) or special condition 9.6(b)(ii):
- (i) the Vendor must refund to the Purchaser all money paid under this contract;
  - (ii) any Deposit accepted by the Vendor under General Condition 11.1 will be returned to the Purchaser or Deposit issuer for cancellation; and
  - (iii) unless the Supreme Court of Victoria makes an order granting reasonable compensation of the Purchaser, 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 by the Purchaser in relation to this contract.

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## **10. Services**

### **10.1 Availability and location**

- (a) The Purchaser acknowledges that the Services Access Points or connection points for the Services may be located in the road, the road verge, at the kerb inlet, within the Property or on the boundary of the Property (as applicable).
- (b) The Purchaser is purchasing the Property subject to any Services and Services Access Points located within the Property or on the boundary of the Property at the Completion Date.
- (c) The Purchaser must at its cost arrange for:
  - (i) the connection of all Services from their connection points to any dwelling house to be constructed on the Property; and
  - (ii) the construction and installation any other services required by the Purchaser.
- (d) The Purchaser will not be entitled to Object in respect of:
  - (i) the nature or location of the Services;
  - (ii) the nature, location or availability or non-availability of any other service;
  - (iii) all or any of the Services not being available for connection by the service providers as at Completion;
  - (iv) whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;
  - (v) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Property; and
  - (vi) any Services Access Points located on the Property or near the Property.

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## **11. Vendor's works**

### **11.1 Subdivision Works**

To the extent that they have not already been performed or completed as at the Contract Date:

- (a) the Vendor undertakes at its cost to perform or cause to be performed the Subdivision Works; and
- (b) the Vendor may carry out the Subdivision Works on the Property, the Land and surrounding land prior to Completion.

### **11.2 Works affecting natural surface level**

- (a) The Vendor discloses to the Purchaser that there are no works affecting the natural surface level of the Land or any land abutting the Land which is in the same subdivision as the Land which to the Vendor's knowledge have been carried out on that land after the certification of the Plan and before the Contract Date or are at the Contract Date being carried out or proposed to be carried out on that land except any works which may be disclosed on the Surface Levels Plan.
- (b) The Vendor may undertake works affecting the natural surface level of the Land in accordance with the Surface Levels Plan by cutting, excavating, grading, levelling, placing fill or placing soil on the Land, removing soil from the Land or by carrying out any other works on the Land.

### **11.3 Purchaser's acknowledgements**

The Purchaser acknowledges and agrees that:

- (a) the contours of the Property and the Land may change after the Subdivision Works are completed;
- (b) the Subdivision Works may include:
  - (i) Services Access Points located within the boundary of the Land; and
  - (ii) street trees planting,which may affect construction on the Property including the location of any driveway;
- (c) soil and site classification reports cannot be undertaken until the Vendor completes the Subdivision Works and the Vendor will not be undertaking soil and site classification reports for the property;
- (d) the Purchaser must make and rely on the Purchaser's own enquiries as to the soil and site classification of the property, including obtaining any necessary reports and compliance with any easements and restrictions that may apply to the property, including in relation to footings to be designed by a structural engineer if applicable;
- (e) the Subdivision Works may include construction of Retaining Structures on the Land and the Property; and
- (f) the Subdivision Works or other works in connection with the Vendor's development of the Estate may not be fully completed by Completion of this contract and the Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Land after the Completion Date of this contract to complete the Subdivision Works and other such works.

### **11.4 Purchaser to maintain property after Completion**

- (a) After Completion the Purchaser must:
- (i) not and must ensure that any appointed builder or other agent of the Purchaser does not store or dump any materials or waste on any land outside of the Property;
  - (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
  - (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
  - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (b) If the Purchaser fails to comply with any of its obligations under special condition 11.4(a) the Vendor may, at the Purchaser's cost, take such action as the Vendor considers is reasonably necessary to remedy the non-compliance and the costs incurred by the Vendor will comprise a debt owed by the Purchaser to the Vendor. The Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Property after the Completion Date of this contract for the purposes of the Vendor exercising its rights under this special condition.

## **11.5 No objection**

The Purchaser must not Object in relation to any Subdivision Works or any matter referred to in special condition 11.3.

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## **12. Vendor's additional rights to terminate**

### **12.1 Incapacity of Purchaser**

If the Purchaser being a natural person, dies or becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs, then the Vendor may terminate this contract by giving the Purchaser a written notice and the Deposit will be refunded to the Purchaser upon termination of this contract.

### **12.2 Insolvency of Purchaser**

Without affecting any of the Vendor's other rights or remedies, if the Purchaser being a corporation:

- (a) goes into liquidation or provisional liquidation or an application is made for it to be wound up;
- (b) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer appointed to it or any of its assets;
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (d) is insolvent or presumed insolvent under the *Corporations Act 2001* (Cth) or stops payment of any of its debts; or
- (e) anything occurs in connection with the Purchaser under the Law of any applicable jurisdiction (other than under the *Bankruptcy Act 1966*) having a substantially similar effect to the events specified in this special condition 12.2,



the Purchaser is regarded as not having complied with this contract in an essential respect and the Vendor can terminate this contract and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

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## **13. Completion**

### **13.1 Date for Completion**

The Date for Completion will be the latest of:

- (a) the date which is 30 days from the Contract Date;
- (b) if special condition 9 applies to this Contract, the date which is 14 days after the Vendor notifies the Purchaser in writing of Registration; and
- (c) if special condition 28.3 applies, the date which is 5 days after the date that FIRB Approval is granted.

### **13.2 Place and time of completion**

Completion of this contract must occur on the Date for Completion in Melbourne CBD at a venue and at a time nominated by the Vendor, unless otherwise agreed by the Vendor.

### **13.3 Interest for late completion**

- (a) If for any reason not attributable solely to the Vendor, the Purchaser does not pay the balance of the price to the Vendor by the Date for Completion, the Purchaser on Completion of this contract must pay to the Vendor as liquidated damages an amount calculated at the Default Rate on a daily basis on the balance of the price from the day after the Date for Completion until the Completion Date.
- (b) The Vendor is not obliged to complete this contract unless the Purchaser pays the liquidated damages under special condition 13.3(a) on Completion.
- (c) The Vendor's rights under this special condition are without prejudice to the rights, powers and remedies otherwise available to the Vendor.

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## **14. Adjustment to Price**

### **14.1 Council and water rates – no separate assessment**

If by Completion the Vendor has been advised a separate assessment of council rates or water and sewerage rates or any other adjustable assessment or other outgoing will not issue for the Property for the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates) then:

- (a) on Completion, adjustments for council or water and sewerage rates or any other adjustable assessment or other outgoing, for the Property, as applicable, will be apportioned between the Vendor and the Purchaser on the basis of the area which the Land bears to the total area of the land the subject of those rates, taxes, assessments or other outgoings;
- (b) the parties are not required to make any further adjustment of council rates or water and sewerage rates when a separate assessment issues for those rates;
- (c) the Purchaser will pay the actual separate assessments for those rates for the relevant rating year or quarter (as applicable) when they issue; and
- (d) the Vendor will, in accordance with special condition 14.3, pay those council or water rates for the Land for the relevant rating year or quarter (as applicable) if and when they issue.

## 14.2 Council and water rates - separate assessment

If by Completion:

- (a) a separate assessment of council rates or water and sewerage rates has issued; or
- (b) the council or water authority has advised the Vendor that a separate assessment will be issued before Completion,

for the Property for the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates), then:

- (c) if the separate assessment has actually issued, on Completion:
  - (i) adjustments for council or water rates as applicable will be made on the amounts referred to in the separate assessment as if they were paid with a Purchaser allowance for the period from the Completion Date until the end of the rating year current at Completion (in respect of council rates) or the quarter current at Completion (in respect of water and sewerage rates); and
  - (ii) the Vendor will direct the Purchaser to draw a cheque from the balance of the price payable on Completion to pay for those rates; or
- (d) if the separate assessment has not issued, on Completion:
  - (i) adjustments for council or water and sewerage rates, as applicable, will be as contemplated in special condition 14.1(a) and the parties are not required to make any further adjustment of council rates or water and sewerage rates (or any other adjustable assessment or outgoing) when a separate assessment issues for those rates; and
  - (ii) the Purchaser will pay any actual separate assessments for those rates for the relevant rating year or quarter (as applicable) when they issue.

## 14.3 Parent title land tax and periodic outgoings

Where any council rates, water and sewer rates, land tax, charges or other periodic outgoings in respect of the Property for the rating year or period current at Completion (or any prior rating year or period) have been assessed on the title of any part of the Land that includes the Property (**Parent Title**) but have not been separately assessed for the Property, subject to special condition 14.2, the Vendor undertakes to pay those assessments on or before the due date for payment and the Purchaser cannot Object, require the Vendor to pay those assessments on or before Completion or require the Vendor to remove any charge on the Parent Title for any rate, tax, charge or periodic outgoing on or before Completion.

## 14.4 Land tax adjustment

The parties acknowledge and agree that:

- (a) if a separate assessment for land tax in respect of the Property for the current Land Tax Year has not been issued, then the adjustment for land tax will be made as contemplated in special condition 14.1(a); or
- (b) if a separate assessment for land tax in respect of the Property for the current Land Tax Year has issued, then the adjustment for land tax will be made on the actual land tax assessment amount for the Property on a proportional basis,

and:

- (c) land tax is to be adjusted as if it were paid with a Purchaser allowance for the period from the Completion Date until the end of the relevant Land Tax Year; and
- (d) no regard is to be had to any actual assessment for the Property when it issues.

## 14.5 Land tax if completion delayed

- (a) Regardless of whether a land tax adjustment is required to be made under this contract, if, as a result of the Purchaser's breach or an extension requested by the Purchaser, Completion of this contract takes place on a date that is after 31 December immediately following the original Date for Completion then:
- (i) the Purchaser's extension or breach will result in an increase in the Vendor's land tax assessment for the Land Tax Year(s) following the Date for Completion as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
  - (ii) the additional land tax that the Vendor will incur in accordance with this special condition is a reasonably foreseeable loss or cost incurred by the Vendor as a direct result of the Purchaser's breach or extension in respect of which the Vendor is entitled to compensation or reimbursement from the Purchaser.
- (b) If this special condition applies then, on Completion, in addition to the balance of the price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor as compensation or reimbursement on account of the additional land tax being incurred by the Vendor, an amount equal to the following:
- (i) the actual land tax assessment amount for the Property (if available); or
  - (ii) if the actual land tax assessment for the Property is not available, an amount calculated on the following basis:
    - A. the Vendor owned the Property and other Victorian land; and
    - B. if there is no separate taxable value for the Property for the Land Tax Year, the amount reasonably determined (including but not limited to by calculating its separate taxable value on a proportional area basis) by the Vendor as the estimated taxable value for the Land Tax Year (being an amount no greater than the price).
- (c) If the additional land tax payable by the Vendor under special condition 14.5(a) is less than the amount paid by the Purchaser under special condition 14.5(b), the Vendor must refund the difference to the Purchaser within 21 days of the request being made by the Purchaser to readjust land tax, and the Vendor receiving notice of assessment of land tax payable for the Property.

## 14.6 Fencing notices

- (a) General Condition 21 obliges the Purchaser to comply with any notice to fence served on the Vendor after the Contract Date (and the Vendor must give the Purchaser a copy of the notice).
- (b) Despite General Condition 21, the Vendor may elect to comply with a notice to fence served on the Vendor after the Contract Date by paying 50% of the cost of construction of a dividing fence. If the Vendor does so, the Purchaser must allow the amount paid by the Vendor as an increase to the Price under General Condition 15.2.

## 14.7 Statement of adjustments

- (a) If, at the Contract Date, the Land is a lot on an unregistered plan of subdivision, the Vendor must prepare the statement of adjustments and deliver these to the Purchaser or its solicitor not later than 5 Business Days prior to the Completion Date.

- (b) If, at the Contract Date, the Land is a lot on a registered plan of subdivision, the Purchaser must prepare the statement of adjustments and deliver these to the Vendor or its solicitor not later than 5 Business Days prior to the Completion Date.
- (c) The Purchaser or the Vendor (as the case may be) must confirm within 2 Business Days after receipt of the statement of adjustments that it either accepts or queries the contents of that statement.

## **14.8 No merger**

This special condition 14 does not merge on Completion or termination of this contract.

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## **15. Design Essentials and use**

### **15.1 Design Essentials**

- (a) The Purchaser acknowledges the Land forms part of the Estate.
- (b) The Purchaser agrees to be bound by the Design Essentials current at the time its builder prepares the Purchaser's Plans and Specifications.
- (c) The Vendor has no obligations to enforce and may vary, relax or waive any of the requirements under the Design Essentials in relation to other land sold by the Vendor. The Purchaser acknowledges the Vendor's rights under this special condition 15 and must not Object.
- (d) The Design Essentials will remain in force until the later of:
  - (i) the date that is 36 months from Completion; and
  - (ii) the date of completion of the sale of the last lot in the Estate owned by the Vendor (as determined by the Vendor).
- (e) The expiry of the Design Essentials does not affect any breach of the Design Essentials as at the expiry date.
- (f) To the extent there is any inconsistency between the Registered Restrictions, the Design Essentials, the Additional Special Conditions, the General Conditions and the special conditions, the Additional Special Conditions, special conditions, the General Conditions, the Registered Restrictions, the Design Essentials will prevail in that order.
- (g) If the Purchaser submits the Purchaser's Plans and Specifications to the Vendor for its review and approval, the Purchaser acknowledges and agrees that:
  - (i) the Vendor is only reviewing the Purchaser's Plans and Specifications for the purpose of checking the Purchaser's compliance with the Design Essentials and for no other purpose; and
  - (ii) if the Vendor gives its approval to the Purchaser's Plans and Specifications or provides any assistance or information to the Purchaser in relation to the Purchaser's Plans and Specifications, then such approval, assistance or information provided by the Vendor will not constitute any representation or warranty by the Vendor or any of its representatives in relation to the adequacy, suitability or fitness of the Purchaser's Plans and Specifications for any purpose (including for council approval or Authority approval purposes).

### **15.2 Construction of a dwelling house**

- (a) The Purchaser must:
  - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;

- (ii) substantially commence the construction of a dwelling house on the Land in accordance with the Design Essentials on or before the Construction Commencement Date;
  - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;
  - (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed; and
  - (v) complete construction of the dwelling house, the Landscaping and all fencing on or before the Construction Completion Date.
- (b) For the purposes of special condition 15.2(a):
- (i) **substantially commence** means erection of the footings and slab; and
  - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

### 15.3 National Broadband Network

- (a) The Vendor does not warrant that Network Infrastructure will be available to the Property at Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
  - (i) the Purchaser must (at the Purchaser's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
  - (ii) the Purchaser acknowledges that:
    - A. the Vendor has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
    - B. the Purchaser must make its own enquiries about the NBN Building Ready Specifications and appropriate building wire specifications;
    - C. the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure;
    - D. failure to comply with the NBN Building Ready Specifications will either:
      - 1) prevent connection to the Network Infrastructure; or
      - 2) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

### 15.4 Re-sale Deed obligation

- (a) The Purchaser acknowledges that this contract includes obligations which continue after Completion, including under special conditions 15.1, 15.2, 15.3 and other provisions concerning the construction of a dwelling house on the Land and the Design Essentials.

- (b) The Purchaser agrees that, having regard to the Purchaser's continuing obligations referred to in special condition 15.4(a), the Purchaser must not sell, transfer, assign or otherwise dispose of the Property or its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this contract without first delivering to the Vendor the Re-sale Deed signed by the new purchaser, transferee or disponent (**New Purchaser**) in favour of the Vendor, agreeing to comply with the Design Essentials and the Purchaser's obligations under this special condition 15 and any other continuing obligations of the Purchaser under this contract.
- (c) The Purchaser must, at its cost:
- (i) ensure that the Re-sale Deed is completed duly signed by all relevant parties to the Re-sale Deed before Completion of the contract between the Purchaser and the New Purchaser;
  - (ii) date the Re-Sale Deed with the date of Completion of the contract between the Purchaser and the New Purchaser; and
  - (iii) deliver the completed, signed and dated Re-Sale Deed to the Vendor immediately after Completion of the contract between the Purchaser and the New Purchaser.
- (d) If the Purchaser requests the Vendor prepare the Re-sale Deed and the Vendor agrees, the Purchaser must meet the Vendor's reasonable costs of doing so.
- (e) The Purchaser must not erect any "For Sale" or similar sign or banner on the Property at any time prior to the date which is 6 months after the Completion Date.

## 15.5 Indemnity

The Purchaser indemnifies the Vendor against all Claims suffered or incurred by the Vendor arising from a failure by the Purchaser to comply with its obligations under this special condition 15 including a failure to obtain the Re-sale Deed.

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## 16. Vendor caveat

### 16.1 Charge

In order to better secure the performance of the obligations of the Purchaser under special condition 15 the Purchaser, upon Completion, charges its interest in the Land in favour of the Vendor (**Charge**).

### 16.2 Caveat

The Purchaser acknowledges that the Vendor may, after Completion, lodge a Caveat at the Victorian Land Registry claiming an interest in the Land pursuant to the Charge.

### 16.3 Withdrawal of caveat

Within 10 Business Days of receipt of a request from the Purchaser, the Vendor must provide a withdrawal of the caveat lodged by it under special condition 16.2 if the Purchaser has complied with all of its obligations under special condition 15.

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## 17. Retaining Structures

### 17.1 Application of special condition

This special condition 17 applies if the Retaining Structures:

- (a) have been constructed on the Land (whether wholly or partially) by or on behalf of the Vendor or a third party as at the Contract Date; or
- (b) will be constructed on the Land by or on behalf of the Vendor or a third party after the Contract Date.

## **17.2 Purchaser's obligations**

The Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
  - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
  - (ii) any fence above, adjacent to or near the Retaining Structures.

## **17.3 No objection by Purchaser**

Subject to any rights of the Purchaser under any relevant legislation which cannot be excluded, the Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this special condition 17.

## **17.4 Indemnity**

The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the Purchaser, the Purchaser's contractors or any other person acting on the Purchaser's behalf;
- (b) any damage to the Purchaser's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the Purchaser, the Purchaser's contractors or any other person acting on the Purchaser's behalf; or
- (d) any failure by the Purchaser to comply with its obligations under special condition 17.2.

## **17.5 No merger**

This special condition 17 does not merge on Completion or termination of this contract.

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## 18. Stormwater discharge

### 18.1 Purchaser's acknowledgements

- (a) The Purchaser acknowledges that:
- (i) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
  - (ii) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
    - A. roadside kerb and channel; or
    - B. inter-allotment drainage systems.
- (b) If the Purchaser constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the Purchaser will:
- (i) discuss the altered overland stormwater flow between the Property and neighbouring properties with the respective owners of the neighbouring properties;
  - (ii) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
  - (iii) be responsible for and shall connect any:
    - A. altered overland stormwater flow; and
    - B. drainage lines at the base of any Retaining Structures;to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

### 18.2 No objection by Purchaser

The Purchaser must not Object in relation to any of the matters disclosed in this special condition 18.

### 18.3 No merger

This special condition 18 does not merge on settlement or termination of this contract.

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## 19. Development of Estate

### 19.1 Development of Estate

The Purchaser acknowledges that:

- (a) the Land forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be fully developed by the date of Registration or the Date for Completion;



- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by the Vendor in its absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by the Vendor in its absolute discretion and the Vendor makes no warranty or representation as to what use any part of the Estate may be put;
- (e) the Vendor may review at any time the proposed development of the Estate including:
  - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
  - (ii) the name of roads and parks within the Estate shown on any plan or document,and any document showing the proposed development of the Estate may be modified as a result of such review; and
- (f) the Vendor may alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and the Vendor makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development consent or under any existing development restrictions;
- (g) without limiting special condition 19.1(e), the Vendor makes no warranty or representation as to:
  - (i) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
  - (ii) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

## 19.2 Development Activities

As a result of the matters outlined in special condition 19.1, the Land, the Purchaser and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (a) noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any Services or other services to the Land;
- (c) access to the Land being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Land;
- (e) construction waste being located near or in close proximity to the Land;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or

- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

### **19.3 Roads**

The Vendor discloses that:

- (a) the Vendor intends to dedicate roads within the Estate to council in stages;
- (b) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst the Vendor undertakes the Development Activities;
- (c) use of the roads within the Estate will be shared with construction traffic whilst the Vendor undertakes the Development Activities;
- (d) the Vendor may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (e) the configuration of roads within the Estate have not been finalised and the Vendor may vary the location of roads or the manner of managing traffic on them.

### **19.4 Selling and Leasing Activities**

Until the Vendor completes the sale of all proposed residential and other lots within the Estate, the Vendor and persons authorised by the Vendor are entitled to and will conduct the Selling and Leasing Activities.

### **19.5 Address**

The Vendor discloses that the address of the Property at Completion may be different from the address of the Property shown on the front page of this contract or any address shown in the Plan.

### **19.6 Staging the development**

- (a) The Vendor may elect in its absolute discretion to stage the Estate and the Plan as contemplated by section 37 of the Subdivision Act.
- (b) Amendments to the Plan or to any stage of the Estate or the Plan pursuant to section 37 of the Subdivision Act will be a Minor Alteration to which special condition 9.5(a) applies.

### **19.7 No objection**

Subject to any rights of the Purchaser under any relevant legislation which cannot be excluded, the Purchaser must not, including after Completion:

- (a) Object in respect of the matters dealt with in this special condition 18; or
- (b) make any Claim or seek to enforce any judgment or order against the Vendor or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority's approval or lawful requirements.

### **19.8 No merger**

This special condition 18 does not merge on Completion or termination of this contract.

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## 20. No caveat or priority notice

- (a) The Purchaser must not lodge or permit to be lodged any caveat or priority notice affecting the Land or the Vendor's surrounding land (including any part of the Estate) before Registration.
- (b) If a caveat or a priority notice has been lodged in respect of the Land before Registration:
  - (i) the Purchaser must immediately withdraw the caveat or priority notice; or
  - (ii) if the caveat or priority notice has been lodged by a person claiming through or under the Purchaser, then the Purchaser must procure that that person immediately withdraws the caveat or priority notice.
- (c) The Purchaser is liable for and indemnifies the Vendor on demand against any Claims suffered or incurred by the Vendor in connection with or arising from a breach of special condition 20(b).
- (d) The Purchaser must complete this contract even if a caveat has been lodged over the Land by any person claiming through or under the Purchaser.

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## 21. Personal property securities register

- (a) Any Security Interest registered in respect of the Vendor under the PPSA is not an Encumbrance for the purposes of this contract.
- (b) The Purchaser must not Object to any Security Interest and the Purchaser agrees that the Vendor is not required to:
  - (i) release or otherwise discharge any Security Interest; or
  - (ii) produce to the Purchaser a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to Completion.

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## 22. Vendor's right to transfer Property

The Vendor may transfer its interest in the Property and assign its rights and obligations under this contract without the Purchaser's consent. If the Vendor does so, then:

- (a) the terms of this contract (including any Guarantee) will remain binding on the Purchaser and the Guarantor and will be enforceable by the assignee or transferee;
- (b) the original Vendor will be released from all obligations (including those arising prior to the transfer and assignment) under this contract on delivery to the Purchaser of a deed of covenant or a deed of novation signed by the assignee or transferee agreeing to be bound by the Vendor's obligations under this contract; and
- (c) the Purchaser will not Object to any reasonable methods employed by the Vendor in its endeavours to sell other land including, the use or placement of signs, provided that the Vendor does not unreasonably interfere with the Purchaser's use of the Property.

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## 23. Nomination

### 23.1 Purchaser may nominate

The Purchaser may nominate a substitute or additional transferee if:

- (a) the Purchaser is not in default under this contract; and
- (b) the Purchaser complies with special condition 23.2.

## 23.2 Nomination process

Subject to special condition 23.1, the Purchaser may nominate a substitute or additional purchaser by delivering to the Vendor's Representative, no later than 21 days before the Date for Completion a completed and executed notice of nomination in the form attached to this contract as Annexure F and the substitute or additional has taken an assignment of the corresponding Building Contract (as defined in Annexure A).

## 23.3 Purchaser remains liable

- (a) The Purchaser remains personally liable for the performance of all of the Purchaser's obligations under this contract despite the nomination of any substitute or additional transferee.
- (b) The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with the nomination.

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## 24. Confidentiality

- (a) The parties agree that the matters set out in this contract are strictly confidential.
- (b) Subject to special condition 24(c), the parties must not disclose the terms or contents of this contract to any third party except:
  - (i) where required by Law or a stock exchange; or
  - (ii) where required to allow the party to perform its obligations under this contract; or
  - (iii) to the party's employees, auditors, legal advisors, accountants, agents, contractors or financiers or its financiers' legal advisors; or
  - (iv) with the consent of the other party.
- (c) The Purchaser consents to the Vendor:
  - (i) disclosing the terms or contents of this contract to:
    - A. any third party providing electronic signature technology or digital transaction services to the Vendor in connection with this contract; or
    - B. any potential purchaser of the Vendor's interest in the Property; and
  - (ii) making any announcement it considers appropriate in relation to the Vendor or its business which may include information relating to this contract.

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## 25. Personal information

- (a) The Purchaser:
  - (i) acknowledges the Vendor has collected personal information (as determined in the *Privacy Act 1988* (Cth)) of the Purchaser for the purposes set out in the Privacy Policy; and
  - (ii) consents to the Vendor disclosing the personal information of the Purchaser that it has collected to:
    - A. the parties disclosed in the Privacy Policy to whom the Vendor may disclose personal information;

- B. the owner of land adjoining the Property (**Adjoining Owner**) upon receiving a request from the Adjoining Owner, for the purpose of any notice which the Adjoining Owner wishes to issue to the Purchaser pursuant to the Fences Act 1968 (Vic) in relation to fencing work and such disclosure to only comprise of the Purchaser's name, address, telephone number(s) and/or email address;
  - C. PEXA or any other electronic lodgement network operator; and
  - D. any person or company engaged or appointed by the Vendor to provide customer relations services or other services to the Vendor.
- (b) The Purchaser acknowledges that the Vendor has no control over how the recipient third parties referred to in special condition 25(a)(ii) (other than related bodies corporate of the Vendor) (**Recipient Third Parties**) may use, disclose or otherwise handle the Purchaser's personal information which has been disclosed to them.
  - (c) The Vendor is not liable for and the Purchaser releases the Vendor from all Claims arising from or in connection with how the Recipient Third Parties use, disclose or otherwise handle the Purchaser's personal information.

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## 26. GST

### 26.1 Construction

In this special condition 26:

- (a) words and expressions which are not defined in this contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) **GST Law** has the meaning given to that expression in the GST Act.

### 26.2 Consideration and GST

- (a) The Price includes any GST payable on the supply of the Property to the Purchaser under or in connection with this contract.
- (b) For any other supply under this contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this contract for those supplies are exclusive of GST.

### 26.3 Margin scheme (if applicable)

- (a) This special condition 26.3 applies if the Vendor states in the part of the Particulars of Sale with the heading '**GST**' that the margin scheme will be used to calculate GST in respect of the supply of the Property.
- (b) On the basis that the Vendor considers that it is eligible to apply the margin scheme in accordance with Division 75 of the GST Act to determine the GST payable on the supply of the Property, subject to special condition 26.3(c), the parties agree that the margin scheme is to apply to the supply of the Property.
- (c) Despite special condition 26.3(a), if:
  - (i) for any reason, the Vendor is not eligible to apply the margin scheme to the supply of the Property (despite any belief of the Vendor to the contrary); or

- (ii) on or before Completion, the Vendor serves a notice on the Purchaser that the Vendor does not wish to apply the margin scheme to the supply of the Property,

then the parties agree that the margin scheme does not apply to the supply of the Property.

- (d) For the purposes of special condition 26.3(c)(ii), the parties agree that if the Vendor issues a settlement adjustment statement to the Purchaser in which the margin scheme is not applied to determine the GST payable on the supply of the Property, the Purchaser will be taken to have been served the written notice referred to in special condition 26.3(c)(ii).

## **26.4 Payment of GST**

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

## **26.5 Timing of GST payment**

The recipient will pay the amount referred to in special condition 26.3 in addition to and at the same time and in the same manner that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this contract.

## **26.6 Tax invoice**

- (a) Subject to special condition 26.6(b), if any part of the consideration to be provided by the recipient under this contract is consideration for a taxable supply, the supplier must provide the recipient with a tax invoice at or before the time that the consideration for the supply is to be provided. In relation to any GST payable as part of the price, the Purchaser acknowledges and agrees that the settlement adjustment statement is deemed to be the tax invoice.
- (b) The Vendor will not provide the Purchaser with a tax invoice to the extent the margin scheme applies to a supply made under this contract.

## **26.7 Adjustment event**

If an adjustment event arises in respect of a taxable supply made by a supplier under this contract, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

## **26.8 Reimbursements**

Where a party is required under this contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

## **26.9 GST Withholding Tax**

- (a) The Purchaser must provide the Vendor with any information reasonably requested by the Vendor to enable it to determine whether any supply by the Vendor under this contract will give rise to an obligation on the Purchaser to remit the GSTRW Payment.

- (b) If this contract says that the Purchaser must make an *GSTRW payment* (residential withholding tax), the Vendor will provide a written notice to the Purchaser as required in accordance with section 14-255 of Schedule 1 to the TA Act prior to Completion (in either case a **Vendor Notification**).
- (c) This special condition 26.9(c) applies if the Vendor Notification confirms that the Purchaser is required to remit the GSTRW Payment.
- (i) Subject to having received the Vendor notification pursuant to clause 26.9(b), the Purchaser must:
- A. lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TA Act (**Purchaser Notification**) no later than 5 business days prior to the Completion;
  - B. if the Vendor Notification is provided to the Purchaser less than 5 business days prior to Completion, the Purchaser must lodge the Purchaser Notification with the ATO within 1 business day of receiving the Vendor Notification; and
  - C. direct the ATO in the Purchaser Notification to communicate with the Purchaser via email.
- (ii) The Purchaser must provide written evidence of lodgement of the Purchaser Notification to the Vendor within 1 business day of the Purchaser Notification being lodged with the ATO, including providing to the Vendor:
- A. a copy of the Purchaser Notification; and
  - B. a copy of any receipt together with any payment reference number and lodgement reference number received by the Purchaser from the ATO in response to the Purchaser Notification.
- (iii) At the direction of the Vendor as stipulated in the Vendor Notification, the Purchaser must provide the Vendor (or the Vendor's nominee) with a settlement cheque on or before Completion that is payable to the Deputy Commissioner of Taxation for the amount of the GSTRW Payment.
- (iv) If the Purchaser provides a settlement cheque in accordance with special condition 26.9(c) the Vendor:
- A. undertakes to send that cheque to the ATO within 10 business days of Completion; and
  - B. will provide the Purchaser with a receipt for that cheque within a reasonable period from Completion.
- (v) If the Purchaser does not comply with its obligations under this special condition, the Vendor can delay Completion until such time as the Vendor is satisfied that the Purchaser has complied or will comply with its obligations under this special condition.
- (vi) Where the parties have elected to settle electronically through the electronic platform provided by PEXA:
- A. the Purchaser acknowledges and agrees that the Vendor will create the destination line in the electronic workspace for the GSTRW Payment; and
  - B. if the payment of the GSTRW Payment to the ATO is made by the Purchaser through that electronic platform, special conditions 26.9(c)(iii) and 26.9(c)(iv) do not apply.

- (vii) If and to the extent that, in addition to the Purchaser Notification, the Purchaser is required to notify the ATO of Completion or any other transaction details the Purchaser must:
  - A. complete and electronically submit such notification (including Form 2) to the ATO immediately prior to Completion, or such other earlier time as required by the ATO; and
  - B. immediately after receiving a receipt from the ATO for such notification, notify the Vendor in writing of such notification including providing a copy of that ATO receipt.
- (viii) The Purchaser indemnifies the Vendor for all costs, interest and penalties incurred by the Vendor following a failure of the Purchaser to comply with its obligations under this special condition.
- (ix) Subject to the Purchaser complying with its obligations under this special condition, the parties agree that the Purchaser's payment of the GSTRW Payment in accordance with this special condition will satisfy the Purchaser's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Purchaser does not comply with this special condition, the Vendor retains the right to payment of the full consideration payable under this contract.
- (x) In this special condition:
  - A. **ATO** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;
  - B. **Completion** means the Date for Completion; and
  - C. **Form 2** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO.

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## **27. Foreign resident capital gains withholding payment**

### **27.1 Application of special condition**

- (a) Other than special condition 27.4, this special condition 27 applies if:
  - (i) the sale is not an excluded transaction under s14-215 of the TA Act; and
  - (ii) an ATO Clearance Certificate is attached to this contract.
- (b) Special condition 27.4 applies if the sale is an excluded transaction under section 14-215 of Schedule 1 to the TA Act.

### **27.2 ATO Clearance Certificate**

- (a) The Purchaser acknowledges and agrees that attached to this contract is an ATO Clearance Certificate which is current as at the Contract Date.
- (b) The Purchaser has satisfied itself in relation to the ATO Clearance Certificate provided by the Vendor to the Purchaser in accordance with section 14-210(2) of Schedule 1 of the TA Act in respect of the following matters:
  - (i) the ATO Clearance Certificate applies to the Vendor;
  - (ii) the Contract Date falls within the period for which the ATO Clearance Certificate is issued; and



- (iii) the Vendor is not required to issue the Purchaser with a further ATO Clearance Certificate on or before Completion.

### **27.3 Purchaser not to withhold**

On Completion, the Purchaser must not withhold any amount from the Price pursuant to Subdivision 14-D of the TA Act nor pay a remittance to the Commission of Taxation in connection with this contract.

### **27.4 No ATO Clearance Certificate required**

If this special condition 27 does not apply by virtue of the sale being an excluded transaction under section 14-215 of Schedule 1 of the TA Act, the Purchaser agrees that:

- (a) the Vendor is not required to deliver an ATO Clearance Certificate to the Purchaser before Completion; and
- (b) at Completion, the Purchaser must not deduct any amount from the Price to withhold in accordance with section 14-200 of Schedule 1 to the TA Act.

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## **28. FIRB Approval**

### **28.1 Application of special conditions**

If the "FIRB Approval required" section in the Particulars of Sale:

- (a) is marked "NO" then special condition 28.2 applies;
- (b) is marked "YES" then special conditions 28.3 and 28.4 applies;
- (c) has no choice marked, then it is taken to be marked "YES" and special condition 28.3 applies; and
- (d) has both choices marked, then it is taken to be marked "YES" and special condition 28.3 applies.

### **28.2 FIRB Approval – No**

- (a) The Purchaser warrants at the Contract Date and again at Completion that the Purchaser:
  - (i) is not a foreign person for the purposes of the FATA Legislation; and
  - (ii) is not required to give notice to the Treasurer under section 81(1) of the FATA.
- (b) The warranty in special condition 28.2(a) is an essential term of this contract, a breach of which entitles the Vendor to terminate.
- (c) The Purchaser acknowledges that the Vendor has entered into this contract in reliance on this warranty.
- (d) The Purchaser is liable for and indemnifies the Vendor on demand against any Claims suffered or incurred by the Vendor in connection with or arising from a breach of the warranty in special condition 28.2(a).

### **28.3 FIRB Approval – Yes**

- (a) With the exception of this special condition 28.3, special condition 4 and special condition 7, if the Purchaser is a foreign person for the purposes of the FATA Legislation, this contract is subject to and conditional upon the Purchaser receiving FIRB

Approval on or before the FIRB Approval Date. All other provisions only have effect from the date the Purchaser receives FIRB Approval.

- (b) For the avoidance of any doubt, the parties acknowledge and agree that no obligation under this contract on the Vendor to sell, or right of the Purchaser to buy, the Property is binding on the parties until the Purchaser has received FIRB Approval.
- (c) The Purchaser must, at the Purchaser's cost:
  - (i) within 10 business days from the Contract Date:
    - A. make an application to the Treasurer in accordance with section 81 of the FATA in respect of the purchase of the Property by the Purchaser (**Application**);
    - B. pay the applicable fee in respect of the Application to the Treasurer; and
    - C. provide evidence to the Vendor of the Purchaser's compliance with special conditions 28.3(c)(i)A and 28.3(c)(i)B, including a copy of the Application;
  - (ii) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the FIRB Approval Date; and
  - (iii) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the FATA Legislation.
- (d) The Purchaser must serve notice of FIRB Approval within 3 business days after the Purchaser receives FIRB Approval and provide the Vendor with a copy of the FIRB Approval.
- (e) The Purchaser must serve notice on the Vendor within 3 business days after 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 given; or
  - (iii) does not receive FIRB Approval by the FIRB Approval Date,and provide the Vendor with copies of all correspondence in relation to the Application.
- (f) Special conditions 28.3(c) and 28.3(e) are essential terms of this contract and a breach of either or both of them entitles the Vendor to terminate by serving a notice.
- (g) If the Purchaser complies with the Purchaser's obligations under special condition 28.3(c) and serves a notice as required under special condition 28.3(e), then this contract is rescinded, except that the Vendor can retain from the Deposit any reasonable administration costs incurred by the Vendor.
- (h) On the Vendor's request, the Purchaser must inform the Vendor of the progress of the Application and provide the Vendor with copies of all correspondence in relation to the Application.
- (i) The Purchaser is not required to comply with the provisions of special condition 28.3(c) if, within 5 Business Days of the Contract Date, the Purchaser provides evidence to the satisfaction of the Vendor, in the Vendor's absolute discretion, that the Purchaser does not require FIRB Approval but the Purchaser must pay the Vendor's solicitors reasonable legal costs of reviewing that evidence.

- (j) If the Purchaser complies with the Purchaser's obligations under special condition 28.3(c) and the Purchaser has not received any correspondence from the Treasurer regarding the Application on or before the FIRB Approval Date, the Purchaser may, by written notice to the Vendor, request the Vendor to extend the FIRB Approval Date. The Purchaser may request an extension of the FIRB Approval Date under this special condition 28.3(j) more than once.
- (k) Upon written request from the Purchaser under special condition 28.3(j), the Vendor may extend the FIRB Approval Date by any number of days. The Vendor must act reasonably when considering the Purchaser's request under special condition 28.3(j) but is not obliged to extend the FIRB Approval Date.
- (l) The Vendor can, irrespective of whether or not the Purchaser has made a request under special condition 28.3(j), serve a notice on the Purchaser extending the FIRB Approval Date by any number of days specified in that notice. The Vendor may issue a notice extending the FIRB Approval Date under this special condition 28.3(l) more than once.

## **28.4 Compliance with FIRB Approval conditions**

- (a) The Purchaser must use best endeavours to comply with the conditions of the FIRB Approval which has been obtained, if any are imposed.
- (b) The Purchaser indemnifies the Vendor on demand against all Claims arising from or in connection with the Purchaser's failure to comply with special condition 28.4(a).
- (c) This special condition 28.4 does not merge on Completion or early termination of this contract.

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## **29. Digital Duties Form**

### **29.1 Vendor's obligations**

The Vendor must:

- (a) complete or procure the Vendor's Representative to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this contract (**Vendor DDF**);
- (b) send or procure the Vendor's Representative to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Completion Date; and
- (c) if the Purchaser has complied with special condition 29.2(a), sign or approve the DDF prior to the Completion Date, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

### **29.2 Purchaser's obligations**

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser at least 2 Business Days prior to the Completion Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Completion Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor's Representative of the error and request the Vendor's Representative to amend it;
- (c) make any changes to the DDF requested by the Vendor, the Vendor's Representative and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and

- (d) prior to the Completion Date:
  - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this contract; and
  - (ii) deliver to the Vendor's Representative, the SRO Settlement Statement in respect of the sale of the Property under this contract.

### **29.3 No Objection**

The Purchaser must not Object if the Vendor or the Vendor's Representative request amendments to the DDF at any time prior to the Date for Completion.

### **29.4 Completion if not an electronic settlement**

- (a) This special condition 29.4 only applies if Completion is not conducted electronically in accordance with special condition 30.
- (b) Subject to the Vendor complying with special condition 29.1:
  - (i) Completion is not conditional upon:
    - A. the Purchaser signing or approving a DDF; or
    - B. production of an SRO Settlement Statement; and
  - (ii) the Purchaser must not Object if:
    - A. the DDF is not completed prior to the Completion Date or at all; or
    - B. an SRO Settlement Statement is not generated (or able to be generated) prior to the Completion Date.

### **29.5 Completion if an electronic settlement**

- (a) This special condition 29.5 only applies if special condition 29.4 does not apply.
- (b) Special condition 29.2 is a fundamental term of this contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with special condition 29.2, Completion under this contract will not be able to proceed and the Purchaser will be in breach of this contract.

### **29.6 General Condition 10.1**

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this contract are not title documents for the purposes of General Condition 10.1(b)(i).

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## **30. Electronic Settlement**

### **30.1 Application of special condition**

- (a) This special condition 30 applies if all Parties agree to an Electronic Settlement or if Conveyancing Transactions are required at law to be conducted through an ELN.
- (b) For the purposes of special condition 30.1(a):
  - (i) at any time prior to the creation of an Electronic Workspace by the Vendor, a Party may agree to an Electronic Settlement by giving the other Party a written notice specifying that Party's agreement to an Electronic Settlement; or

- (ii) where an Electronic Workspace has been created by the Vendor, a Party is taken to have agreed to an Electronic Settlement:
  - A. in respect of the Vendor, by inviting the Purchaser to join the Electronic Workspace; and
  - B. in respect of the Purchaser, by accepting the Vendor's invitation to join the Electronic Workspace.
- (c) Subject to special condition 30.1(d), this special condition 30 ceases to apply if a Party gives a written notice to the other Party that it can no longer proceed with an Electronic Settlement.
- (d) A notice under special condition 30.1(c) may not be given:
  - (i) later than 3 Business Days before the Completion Date; or
  - (ii) if it is a requirement at law that Conveyancing Transactions must be conducted through an ELN.

## **30.2 Electronic Workspace**

- (a) The Parties agree that the Electronic Settlement will be conducted in an Electronic Workspace created by the Vendor.
- (b) The Vendor will create an Electronic Workspace in relation to this transaction within a reasonable period prior to the Date for Completion.
- (c) As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.
- (d) Each Party must:
  - (i) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
  - (ii) do all things required to be done by the Party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.
- (e) A Party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other Party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- (f) In the event that the Purchaser changes its Representative or nominates a nominee pursuant to special condition 23, the Purchaser must:
  - (i) ensure that the Purchaser and/or the Purchaser's Representative immediately withdraws from the Electronic Workspace;
  - (ii) provide the Vendor with the contact details for the Purchaser's replacement Representative or the nominee and the nominee's legal practitioner or licensed conveyancer; and
  - (iii) ensure that the Purchaser's replacement Representative or the nominee and nominee's legal practitioner or licensed conveyancer join the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.

- (g) Without limiting special condition 30.2(e), the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of special condition 30.2(f).

### 30.3 Settlement Time and locking of Electronic Workspace

- (a) The Parties agree that general condition 10.3 of the General Conditions does not apply.
- (b) The Vendor will nominate the Settlement Time:
- (i) if the Land is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
  - (ii) if the Land is a lot in an unregistered plan, as soon as reasonably practicable after the Title has been created.
- (c) If the Parties cannot agree on the Settlement Time, the Settlement Time to be nominated in the Electronic Workspace is 12.00pm.
- (d) A Party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Settlement.

### 30.4 Electronic Settlement

- (a) In respect of an Electronic Settlement:
- (i) the Purchaser is taken to have complied with general condition 6 of the General Conditions by preparing and Digitally Signing an electronic Transfer in the Electronic Workspace;
  - (ii) the Vendor is taken to have complied with general condition 10.1(b)(i) of the General Conditions if, at Completion, the Electronic Workspace contains:
    - A. the electronic Transfer which has been Digitally Signed by the Vendor; and
    - B. any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the Transfer in the Victorian Land Registry;
  - (iii) general condition 11.4 of the General Conditions is deleted and replaced with the following:

*“At settlement, payments must be made electronically within the Electronic Workspace in the form of cleared funds.”;*
  - (iv) general condition 11.6 of the General Conditions does not apply; and
  - (v) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor’s Representative (as applicable) after Completion.
- (b) The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- (c) Completion occurs when the Electronic Workspace records that Financial Settlement has occurred.
- (d) If Completion does not occur at the Settlement Time, the Parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next Business Day.

### 30.5 Systems inoperative

- (a) Neither Party is in default under this contract, if Completion does not occur at the Settlement Time because a computer system operated by the Victorian Land Registry, PEXA, the State Revenue Office Victoria, the Reserve Bank of Australia or a Financial Institution involved in the transaction is inoperative.
- (b) In the event that the computer system operated by the Victorian Land Registry is inoperative at the Settlement Time, the Parties agree to proceed to Financial Settlement notwithstanding the unavailability of electronic lodgement with the Victorian Land Registry.

### 30.6 Costs

Each Party must pay its own fees and charges in connection with the Electronic Settlement including any fees and charges payable to PEXA or the Victorian Land Registry.

### 30.7 Inconsistency

To the extent there is any inconsistency between this special condition 30, the General Conditions and any other special condition of this contract, this special condition 30 prevails over the General Conditions and any other special condition to the extent of the inconsistency.

### 30.8 Definitions

In this special condition 30:

**Access Device** means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

**Conveyancing Transactions** has the meaning given to it in the ECNL.

**Digitally Sign** has the meaning given to it in the ECNL.

**ECNL** means the Electronic Conveyancing National Law (Victoria) as enacted in Victoria by the *Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)*.

**Electronic Settlement** means a settlement which is conducted using an ELN in accordance with the ECNL.

**Electronic Workspace** means a shared electronic workspace generated by the ELN.

**ELN** has the same meaning given to it in the ECNL.

**Financial Institution** means a financial institution as defined in section 3 of the *Cheques Act 1986 (Cth)*.

**Financial Settlement** means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the Parties.

**Participation Rules** means the rules relating to the use of an ELN as determined by the registrar of titles under the *Transfer of Land Act 1958 (Vic)* pursuant to section 23 of the ECNL.

**Party** means, as the case requires, either the Vendor or the Purchaser, or both the Vendor and the Purchaser.

**Representative** means a person who is either a legal practitioner or licensed conveyancer and who has been appointed to act for a Party in relation to transaction contemplated by this contract.

**Settlement Time** means the time of day on the Date for Completion when the Electronic Settlement is to occur, as nominated in accordance with special condition 30.3(a) or otherwise agreed by the Parties.

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## 31. Electronic Contract

If required by the Vendor, this contract will be executed and exchanged by electronic means using an electronic platform which is subscribed to by the Vendor.

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## 32. Notices

### 32.1 Service generally

- (a) A notice under this contract may be served on a party by:
  - (i) delivering or posting the notice to the address specified on the front page of this contract for the party or its solicitor or to another address notified (in writing) by the party or its solicitor from time to time; or
  - (ii) sending the notice to the Service Email Address specified on the front page of this contract for the party or its solicitor or another email address notified (in writing) by the party or its solicitor from time to time.
- (b) Despite any other provision to the contrary in this contract, notice must not be served by facsimile.

### 32.2 When served

A notice which has been served in accordance with clause 32.1(a), will be treated as served:

- (a) if the notice has been delivered by hand, on delivery;
- (b) if the notice has been posted, on the third Business Day after the date on which the notice is posted.
- (c) if sent by email, then it is taken to have been served at the time the email leaves the sender's information system, unless the sender receives:
  - (i) a notification that the email was not delivered to or received by the recipient; or
  - (ii) an automated out of office notification from the recipient's email address (**Out of Office Notification**).
- (d) In the event that the sender receives an Out of Office Notification, the parties agree that the notice will be treated as served if:
  - (i) the notice is sent to the alternative email address (if any) specified in the Out of Office Notification; or
  - (ii) where no alternative email address is specified in the Out of Office Notification then:
    - A. in respect of notice to the Vendor, the notice is sent to legal.vic@stockland.com.au;
    - B. in respect of a notice to the Guarantor, the notice is sent to an alternative email address notified (in writing) by the Guarantor to the Vendor or the Vendor's solicitor; or



C. in respect of a notice to the Purchaser, the notice is sent to:

- 1) an alternative email address notified (in writing) by the Purchaser or the Purchaser's solicitor to the Vendor or the Vendor's solicitor; or
- 2) the general contact email address (if any) for the relevant office of the Purchaser's solicitor as shown on the Purchaser's solicitor's website,

and the sender does not receive a notification that the email was not delivered to or received by the recipient.

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## **33. General**

### **33.1 Governing Law**

This contract is governed by and must be construed according to the Law applying in Victoria.

### **33.2 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this contract; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within special condition 33.2(a).

### **33.3 Severance**

If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this contract; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this contract.

### **33.4 Variation**

A provision or right created under this contract cannot be varied except in writing signed by or on behalf of the parties.

### **33.5 Indemnities**

- (a) Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this contract.
- (b) Unless otherwise specified in this contract, it is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this contract.

### **33.6 Duty and registration fees**

- (a) The Purchaser must pay all duty on this contract and on any guarantee, deed or other document contemplated by this contract and any registration fees relating to the transfer of the Property to the Purchaser. The Purchaser indemnifies the Vendor in respect of any duty and registration fees.

- (b) If the Vendor is required to pay any duty, the Vendor may recover the amount paid from the Purchaser (and/or Guarantor) as a liquidated debt.

### **33.7 Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this contract.
- (b) Any waiver or consent given by any party under this contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this contract will operate as a waiver of another breach of that term or of a breach of any other term of this contract.

### **33.8 Counterparts**

- (a) This contract may consist of a number of counterparts and the counterparts taken together constitute on document.
- (b) The exchange of executed counterparts by email will create a binding contract.

### **33.9 Non merger**

Any provision of this contract that is capable of having effect after the Completion Date will not merge in the instrument of transfer of the Land.

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## **34. Commercial interests**

- (a) The Vendor discloses and the Purchaser acknowledges that many provisions contained in this contract are reasonably necessary to protect the Vendor's legitimate commercial interests by providing the Vendor with sufficient flexibility in relation to:
  - (i) design and services changes and the like; and
  - (ii) the ultimate form of the Estate including the configuration, size, nature and use of the lots or proposed lots within the Estate; and
  - (iii) the impact of changing demands for residential and commercial properties and different types of residential and commercial properties; and
  - (iv) compliance with requirements of Authorities,which may arise during the course of the Vendor's development of the Estate having regard to the nature and current state of the Vendor's development of the Estate, including:
  - (v) the reservation of the Vendor's rights to make alterations to the Property, the Preliminary Plan and the Plan under special conditions 9.4;
  - (vi) the reservation of the Vendor's rights in relation to services and the like contained in special condition 10;
  - (vii) the provisions of special condition 18; and
  - (viii) the restriction on the Purchaser's rights to make claims, requisitions, rescind or terminate contained in this contract.
- (b) The provisions identified in this special condition 34 as being in the Vendor's legitimate commercial interest are not to be construed as being the only provisions within the

contract or aspects of the development of the Estate, which are in the Vendor's legitimate commercial interests.

## ANNEXURE A – Additional Special Conditions

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### 35. Additional definitions

Words used in this contract which are defined will also have the same meaning given to them in these Additional Special Conditions unless a contrary intention is apparent. In these Additional Special Conditions:

- (a) **Community Infrastructure** means public infrastructure and community facilities proposed for part of the Estate including the neighbourhood activity centre, convenience centres, schools, bicycle trails, public footpaths, public open spaces, active open spaces (such as ovals and sports fields) and passive open spaces (such as parks);
- (b) **Conservation Areas** means the conservation reserves as shown on the Highlands Master Plan;
- (c) **Proof of Finance** means:
  - (i) an unconditional formal approval from a lender for the purchase of land under this contract, deemed satisfactory by the Vendor (in its absolute discretion); or
  - (ii) any other evidence deemed satisfactory by the Vendor (in its absolute discretion) showing that the Purchaser is in a financial position to complete all of its obligations under this contract.
- (d) **Highlands Master Plan** means the master plan attached in Annexure H as may be amended from time to time;
- (e) **MCP** means the memorandum of common provisions registered, or to be registered, by the registrar of titles which is incorporated in the Plan by reference and attached in the Vendor's Statement;
- (f) **Responsible Authority** means the Council, the Minister for Planning and any other Authority responsible for the issue of planning permission in connection with the Estate under the *Planning and Environment Act 1987* and includes each relevant referral authority for the purposes of section 66 of that Act;
- (g) **Section 173 Agreement** means any agreement or agreements made in connection with the Estate pursuant to section 173 of the *Planning and Environment Act 1987* at the request or direction of any Authority, including those agreements contemplated by Additional Special Condition 39;
- (h) **Substation Lot** means the reserve lot to Jemena Electricity Networks (Vic) Ltd in the Plan (if any); and
- (i) **Water Pump Station** means the Yarra Valley water pump station that exists to the south of Fairways Boulevard as shown on the Highlands Master Plan.

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### 36. Safety

- (a) The Purchaser must not enter upon the following areas of the Estate without first obtaining the written permission of the Vendor:
  - (i) any area where construction work is being undertaken;
  - (ii) any area that has not yet been developed or is vacant; or

- (iii) any area that is identified by fencing or signage or otherwise advised to be subject to authorised access only.
- (b) The Purchaser must not tamper with or move any fencing, signage, construction plant or materials on the Estate.
- (c) The Purchaser must comply with the requirements, directions or recommendations of any warning signs on the Estate.
- (d) The Purchaser must ensure that all contractors and other invitees and visitors of the Purchaser (including but not limited to any children) understand and comply with the requirements of paragraphs 36(a), 36(b) and 36(c) of this Additional Special Condition.
- (e) From the Completion Date, the Purchaser must keep the Land and any building works occurring on the Land free of any hazards that could impact upon persons or property. This must include, but is not limited to locking up plant and equipment, secure storage of hazardous substances, barricading of all hazards including trenches, safe storage of materials including from wind effects, prompt removal of rubbish and safe parking of vehicles. The Purchaser must ensure that its contractors comply with these requirements.

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### **37. MCP**

- (a) This Additional Special Condition 37 only applies if, as at the Contract Date, the MCP has not been registered by the registrar of titles.
- (b) The Purchaser acknowledges that the MCP at the Contract Date has not been registered by the Victorian Land Registry and may require amendments prior to registration that are:
  - (i) required to meet any requirement, recommendation or requisition of the Responsible Authority, the Victorian Land Registry, any Authority or any combination of them to enable the MCP to be registered by the Victorian Land Registry; or
  - (ii) considered by the Vendor to be necessary or desirable for the purpose of the Estate which may include requiring the Purchaser to create a restrictive covenant in the instrument of the transfer of the Property (or such other manner required by the Victorian Land Registry) on the same terms as the MCP.
- (c) The Purchaser acknowledges and agrees that the Vendor may require the Purchaser to create in the instrument of transfer of the Property or otherwise, any restrictions on the use of the Land, easements and covenants which the Vendor considers necessary or desirable for the development and proper functioning of the Estate.
- (d) If the Vendor makes an amendment contemplated by paragraph 37(b) of this Additional Special Condition, the Purchaser must not Object on the basis that the MCP as registered by the Victorian Land Registry does not accord with the MCP.

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### **38. Bonding of Works**

- (a) The Purchaser acknowledges that, if Council requires that works be undertaken in connection with a Development Consent or as a pre-condition to issuing a statement of compliance for the Plan, the Vendor may provide a bond or guarantee to the Council to secure completion of those works at any later time agreed between the Vendor and the Council.
- (b) The Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Land after the Completion Date to complete the works referred to paragraph 38(a) of this Additional Special Condition.

- (c) The Purchaser must not Object in respect of the matters dealt with in paragraphs 38(a) and 38(b) of this Additional Special Condition.

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## 39. Section 173 Agreement

- (a) The Purchaser acknowledges that it may be necessary or desirable for the Vendor to enter into Section 173 Agreements that affect the Estate, including any which may be required by a Responsible Authority in connection with a Development Consent or any other planning permit.
- (b) The Purchaser irrevocably authorises the Vendor to:
- (i) negotiate the terms of any Section 173 Agreement contemplated by this Additional Special Condition 39; and
  - (ii) enter into and vary such agreements.
- (c) The Purchaser must:
- (i) not Object in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in this Additional Special Condition 39; and
  - (ii) if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Victorian Land Registry.
- (d) Without limiting paragraphs 39(a) to 39(c) (both inclusive) of this Additional Special Condition, the Purchaser acknowledges that any Section 173 Agreement entered into as contemplated by this Additional Special Condition 39 will not constitute a defect in title to the Property.

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## 40. Mixed uses

- (a) The Purchaser acknowledges that:
- (i) it is intended that parts of the Estate may include or be used for a variety of purposes including (but not limited to) a retail centre, a community centre, service station, display village, sales office, childcare centre, cafe, car parking and associated infrastructure (**Mixed Uses**);
  - (ii) flood lighting may be installed on open space areas in the Estate (**Flood Lighting**); and
  - (iii) local area traffic may be impacted by the Mixed Uses, the construction of which may include but may not be limited to infrastructure, drainage and other works which may:
    - A. not be completed by Completion;
    - B. prevent or limit or otherwise affect access to the Estate; and
    - C. require the Purchaser to utilise alternative means of access to the Property and within the Estate;(**Traffic Congestion**).
- (b) The Purchaser acknowledges that it is fully informed in relation to the Mixed Uses, Flood Lighting and Traffic Congestion and agrees that it will not lodge any objection in relation to any planning permit, licences (including but not limited to any liquor licence or gaming licence application) for the proposed Estate including the Mixed Uses, and irrevocably

appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 40.

- (c) The Purchaser acknowledges:
  - (i) some or all of the facilities comprised in the Mixed Uses may, from time to time, be varied, relocated, removed or cease operating;
  - (ii) the Vendor has made no representations in respect of the presence, availability, location, manner or duration of operation of those facilities,and may not Object to any of the matters set out in this Additional Special Condition 40.
- (d) The Purchaser must inform any subsequent purchaser of the Property of the matters set out in this Additional Special Condition 40.

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## 41. Active Open Reserve and Softball Centre

- (a) The Purchaser acknowledges and agrees that:
  - (i) as at the Contract Date, marketing materials refer to the potential development of an active open reserve and a softball centre between Elevation Boulevard and Vulcan Drive (**Reserve**) which is intended to be delivered by the relevant Authorities;
  - (ii) it is the Vendor's current intention that the Reserve will be accessible to members of the general public and may be used for events and recreation;
  - (iii) the Reserve may generate noise and additional traffic in the area surrounding the Reserve;
  - (iv) the final location, design of, timing for construction and completion of the Reserve is still being determined by the relevant Authorities; and
  - (v) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the Reserve as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of those Reserve and subject to requirements of the Authorities.
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 41.

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## 42. Community Infrastructure

- (a) The Purchaser acknowledges and agrees that:
  - (i) the Development may or may not include the Community Infrastructure;
  - (ii) the Vendor reserves the right in its absolute discretion to determine the timing and scope of delivery and ongoing maintenance of the Community Infrastructure;
  - (iii) the Vendor has no control or influence whatsoever in relation to:
    - A. the development of the Community Infrastructure including when, if at all, the Community Infrastructure will occur;
    - B. the type, quality or mix of the retail tenancies in the convenience centres that will exist at any time after the Contract Date; and

- C. the design, location, size or retail mix of the convenience centres as described in any marketing collateral issued by the Vendor from time to time; and
  - D. any constraints or requirements on the development of the Community Infrastructure imposed by the Council or any Responsible Authority.
- (b) The Vendor makes no representations or warranties in relation to:
- (i) the availability of the Community Infrastructure on or after the Completion Date;
  - (ii) the location of Community Infrastructure;
  - (iii) the impact of Community Infrastructure, including its noise level, to the Property; and
  - (iv) the timing by which the construction of the Community Infrastructure is complete and available for use.
- (c) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 42.

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## **43. Wetlands**

- (a) As at the Contract Date, the Vendor intends to construct a wetland area throughout the Estate and the Purchaser acknowledges and agrees that:
- (i) it is the Vendor's current intention that no fence will be constructed around the wetland area;
  - (ii) the Property may be in close proximity or adjacent to the wetland area, which will expose the Property and its occupiers to the natural elements of wetlands and to an open water body;
  - (iii) it is the Vendor's current intention that the wetland area will be accessible to members of the general public and may be used for recreation;
  - (iv) it is the Vendor's current intention that drainage components and other infrastructure will be constructed as required to facilitate a functional wetland area; and
  - (v) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the wetland area as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the wetland area.
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 43.

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## **44. Parklands**

- (a) As at the Contract Date, the Vendor intends to construct a parkland area towards the south of Fairways Boulevard and the Purchaser acknowledges and agrees that:
- (i) it is the Vendor's current intention that no fence will be constructed around the parkland area;



- (ii) the Property may be in close proximity or adjacent to the parkland area, which will expose the Property and its occupiers to the natural elements of parklands;
  - (iii) it is the Vendor's current intention that the parkland area will be accessible to members of the general public and may be used for recreation;
  - (iv) the parkland area may be adjoining a Conservation Area as described in Additional Special Condition 44; and
  - (v) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the parkland area as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the parkland area.
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 44.

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## **45. Conservation Areas**

- (a) The Purchaser acknowledges and agrees that:
- (i) the Property may be in close proximity or adjacent to one or more Conservation Areas, which will expose the Property and its occupiers to the natural elements of the area;
  - (ii) the Vendor has no control or influence whatsoever in relation to:
    - A. the management of the Conservation Areas;
    - B. the activities, works or programs conducted within the Conservation Areas; and
    - C. whether or not the general public will have access to the Conservation Areas.
  - (iii) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the Conservation Areas as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the Conservation Areas and subject to requirements of the Authorities.
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters set out in this Additional Special Condition 45.

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## **46. Water Pump Station**

- (a) The Purchaser acknowledges and agrees that:
- (i) notwithstanding any diagram, marketing collateral and plans to the contrary, to the best of the Vendor's knowledge as at the Contract Date, the Water Pump Station is owned and operated by Yarra Valley Water and will remain in its current location;
  - (ii) it may be necessary or desirable for the Vendor or its associates and affiliates to grant easements or other property interests over parts of the Estate or their surrounding areas relating to the Water Pump Station;

- (iii) an access track runs parallel to Kilimanjaro Street connecting the Water Pump Station to Aitken Boulevard (**Access Track**) for the benefit of Yarra Valley Water which:
    - A. may be used by Yarra Valley Water, its contractors and associates to access, maintain and operate the Water Pump Station;
    - B. may be used by Yarra Valley Water for drainage and related purposes; and
    - C. may change in use and appearance from time to time subject to the ongoing requirements and approval of Yarra Valley Water and any other relevant Authority.
  - (iv) the Water Pump Station and the Access Track may:
    - A. be visible from the Property and parts of the Estate;
    - B. be within close proximity of the Property;
    - C. emit odours which may be detected from the Property and parts of the Estate;
    - D. generate noise which may be audible from the Property and parts of the Estate; and
    - E. generate additional traffic in the area surrounding the Water Pump Station including maintenance vehicles and personnel;
  - (v) the Purchaser has made its own enquiries and investigations in relation to how the Water Pump Station and the Access Track will affect the Purchaser's use and enjoyment of the Property;
  - (vi) the Vendor has not made any warranties or representations in relation to the Water Pump Station and the Access Track and whether or not these will affect the Purchaser's use and enjoyment of the Property; and
  - (vii) as the Vendor is not the owner of the Water Pump Station, any changes to or any future development of the Water Pump Station and the Access Track is subject to the directions and requirements of the Authorities and the owner of the Water Pump Station.
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters referred to in this Additional Special Condition 46.

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## 47. Fire protection

- (a) This Additional Special Condition 47 only applies if, as at the Contract Date, the Property is located in a designated bushfire prone area.
- (b) The Purchaser acknowledges that:
  - (i) the Property is located in a designated bushfire prone area;
  - (ii) special bushfire construction requirements apply; and
  - (iii) the *Building Regulations 2006* may require the Purchaser to:
    - A. procure a site assessment for the purposes of determining the bushfire attack level assessment for the Property;

- B. comply with increased construction requirements; and
  - C. incur increased costs,
- prior to or in connection with the construction of a dwelling house and the performance of any building works on the Land.
- (c) The Purchaser must:
    - (i) at its sole cost, comply with any requirements and pay any increased costs contemplated under Additional Special Conditions 47(b); and
    - (ii) not Object in relation to any increased construction requirements or costs imposed on it, or any matter contemplated by this Additional Special Condition 47.
  - (d) The Purchaser must inform any subsequent purchaser of the Property of the matters set out in this Additional Special Condition 47.

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## **48. School and flood lighting**

- (a) The Purchaser acknowledges that it is intended that:
  - (i) one or more schools, which may include one or more sports stadiums, will be constructed as part of or adjacent to the Estate (Schools);
  - (ii) flood lighting for sporting purposes and lighting ancillary to the operation of the Schools may illuminate, be visible from or encroach upon other parts of the Estate, including the Property;
  - (iii) the chiming of school bells and noises ancillary to the operation of the Schools may be audible in other parts of the Estate, including the Property; and
  - (iv) local area traffic may be impacted (including by increasing demand for parking spaces) during drop-off and pick-up times and during major events held in connection with the Schools.
- (b) The Purchaser acknowledges that it is fully informed in relation to the matters referred to in paragraph (a) of this Additional Special Condition 48 and agrees that it will not lodge any objection in relation to any planning permit for the proposed Estate including the Schools, and irrevocably appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 48.
- (c) The Purchaser must inform any subsequent purchaser of the Property of the matters set out in this Additional Special Condition 48.
- (d) This Additional Special Condition 48 will not merge on the Completion Date and shall continue in full force and effect.

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## **49. Display Villages**

- (a) The Purchaser acknowledges that:
  - (i) the Estate will contain one or more display villages; and
  - (ii) there may be road closures and limited vehicle access from time to time affecting roads running through or near the display villages for the duration of the display villages' period of operation,

and the Purchaser must not Object.

- (b) The Purchaser agrees that it will not lodge any objection in relation to any Development Consent for any proposed future display village, and irrevocably appoints the Vendor as its attorney to execute and lodge a withdrawal of any objection lodged in contravention of this Additional Special Condition 49(b).
- (c) The Purchaser must inform any subsequent purchaser of the Property of the matters set out in this Additional Special Condition 49.

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## 50. Adjoining Developments

- (a) The Purchaser acknowledges and agrees that:
  - (i) as at the Contract Date, the Vendor understands that the land adjoining the southern part of the Estate is being developed by another developer (**Adjoining Development**);
  - (ii) the Vendor has no control or influence whatsoever in relation to the development of the Adjoining Development including when, if at all, the development will occur
- (b) The Purchaser agrees that it will not Object or make a Claim against the Vendor in relation to any of the matters referred to in this Additional Special Condition 50.

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## 51. Vehicle crossover

- (a) The Purchaser acknowledges and agrees that:
  - (i) the Vendor will (at its cost) construct a vehicle crossover to allow the Purchaser to access the Property; and
  - (ii) the proposed location of the designated vehicle crossover as at the Contract Date is shown on the engineering plan contained in the Vendor's Statement but is subject to change without notice.
- (b) The Purchaser must not Object or make a Claim against the Vendor in relation to any change to the location of the vehicle crossover referred to in this Additional Special Condition 51.

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## 52. GAIC Event

- (a) The Purchaser acknowledges that:
  - (i) the Property is located in a contribution area within the meaning of section 201RC of the Planning and Environment Act 1987;
  - (ii) an application for a building permit in respect of the Property may comprise a GAIC event (within the meaning of section 201RA of the Planning and Environment Act 1987) in respect of land of which the Property forms part; and
  - (iii) the occurrence of a GAIC event may require the Vendor to pay a growth areas infrastructure contribution (within the meaning of section 201S of the Planning and Environment Act 1987) at a time or for an amount which is not suitable to the Vendor, or which may cause the Vendor to suffer loss and damage.

- (b) The Purchaser must not and must not permit:
- (i) an application for a building permit (within the meaning of Part 3 of the Building Act 1993) to be made in respect of the Property; or
  - (ii) the occurrence of a GAIC event (within the meaning of section 201RA of the Planning and Environment Act 1987),
- before the Completion Date without the prior written consent of the Vendor.
- (c) The Purchaser irrevocably appoints the Vendor as its attorney to sign all documents and do all things necessary to effect a withdrawal of any building permit application made in contravention of Additional Special Condition 52(b).
- (d) The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with any default or failure by the Purchaser to comply with this Additional Special Condition 52.

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### **53. Application of special conditions to multiple Lots**

If the Property comprises more than one Lot, all Special Conditions in this contract, including but not limited to these Additional Special Conditions, apply separately to each such Lot, to the extent that it is practicable for them to do so.

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### **54. Substation**

- (a) The Vendor discloses that as at the Contract Date, an electricity substation is expected to be located on the Substation Lot and any other infrastructure associated with the substation may be located in road reserves or as overhead power lines, in or on land within the Estate.
- (b) The Purchaser acknowledges and agrees that:
- (i) electricity substations may be constructed in or within the vicinity of the Estate for the purposes of providing electricity and related services in the Estate and neighbouring areas;
  - (ii) the final location, design of, timing for construction and completion of the electricity substations are still being determined; and
  - (iii) the Vendor makes no representations or warranties as to the accuracy of the design, location or size of the electrical substations as described in any marketing collateral issued by the Vendor from time to time, as such details may be subject to change during the development of the electricity substations.
- (c) The Purchaser agrees it will not Object to any of the matters referred in in this Additional Special Condition 54.

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### **55. Use of roads**

The Vendor discloses that:

- (a) roads in and around the Estate may be closed or gated and access restricted (but not to the Property) whilst the Vendor undertakes Development Activities;
- (b) use of the roads in and around the Estate will be shared with construction traffic whilst the Vendor undertakes Development Activities; and

- (c) the roads within the Estate may, in the future, be used to access adjoining stages for the Estate,

and the Purchaser must not Object.

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## 56. Community Infrastructure Levy

The Purchaser acknowledges and agrees that:

- (a) as a condition of the Planning Restrictions, the Purchaser will be required to make a payment to the Council as a community infrastructure payment before obtaining any building approval in respect of the Property which may be subject to change from time to time;

- (b) the Purchaser must not Object in respect of any such payment; and

in the event that the Vendor makes a community infrastructure payment to Council before the Completion Date, the amount paid by the Vendor will be adjusted in favour of the Vendor on the Completion Date.

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## 57. Proof of Adequate Funds

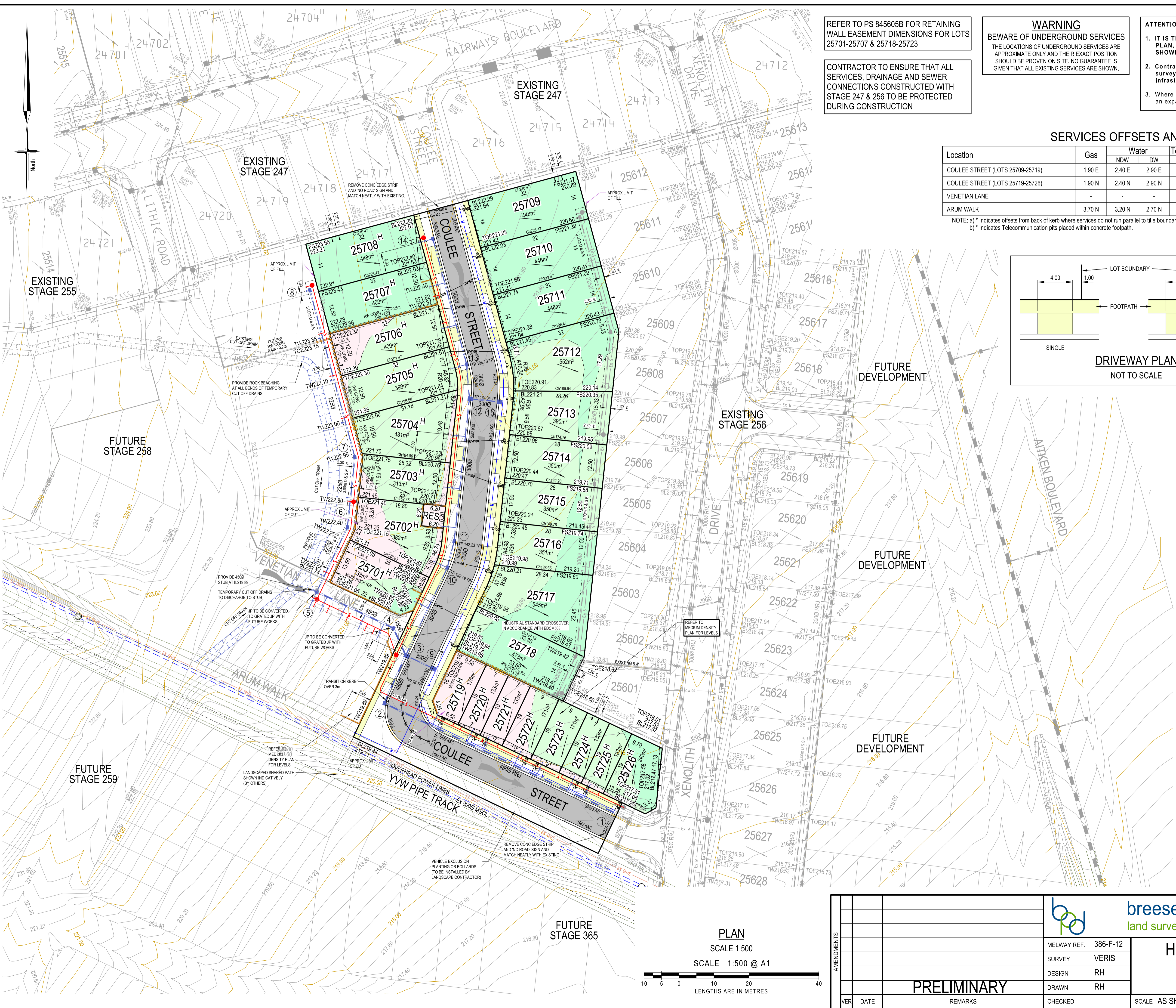
- (a) The Vendor may at its discretion, request Proof of Finance from the Purchaser (**Request for Proof**).
- (b) The Purchaser must respond to any Request for Proof from the Vendor under Additional Special Condition 57(a) within 7 business days of the Request for Proof being sent to the Purchaser.
- (c) If the Vendor is not satisfied (in its absolute discretion) that the Purchaser has adequate funds to complete this contract, as a result of a response to a Request for Proof or a failure to respond to a Request for Proof, the Vendor may terminate this contract by giving notice in writing to that effect to the Purchaser at any time.
- (d) If this contract is terminated under Additional Special Condition 57(c):
- (i) the Deposit will be forfeited by the Purchaser to the Vendor including any interest earned; and
  - (ii) unless otherwise provided for in this contract, neither party will have any claim against the other under this contract or arising from or out of the termination of this contract.

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## 58. No merger

All the Additional Special Conditions do not merge on completion of this Contract.

## ANNEXURE B – Surface Levels Plan



REFER TO PS 845605B FOR RETAINING WALL EASEMENT DIMENSIONS FOR LOTS 25701-25707 & 25718-25723.

CONTRACTOR TO ENSURE THAT ALL SERVICES, DRAINAGE AND SEWER CONNECTIONS CONSTRUCTED WITH STAGE 247 & 256 TO BE PROTECTED DURING CONSTRUCTION

**WARNING**  
BEWARE OF UNDERGROUND SERVICES  
THE LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

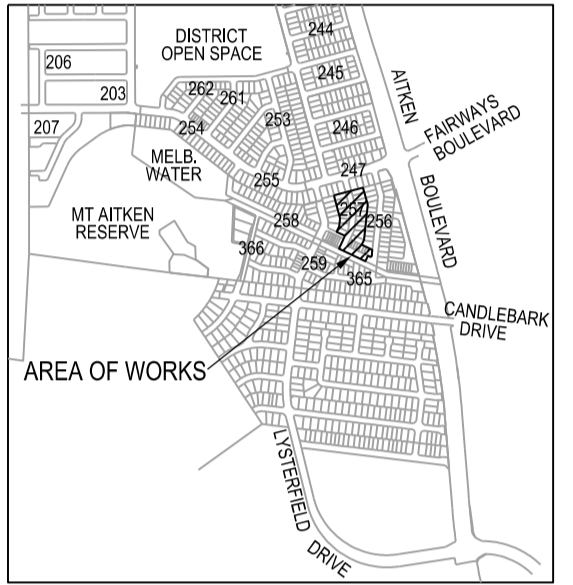
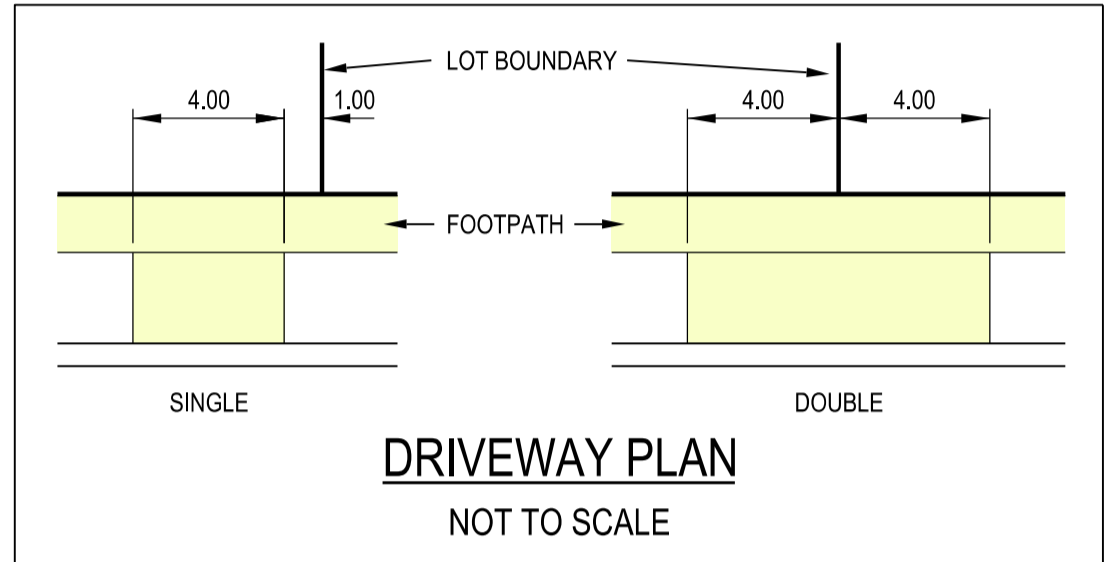
**ATTENTION TO CONTRACTOR**

- IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE DIGITAL PLAN, PROVIDED FOR SETOUT PURPOSES, MATCHES THE TBM COORDINATES SHOWN.
- Contractor to ensure that the site is pegged and/or set out checked by the licenced surveyor responsible for certifying the Plan of Subdivision prior to underground infrastructure being installed.
- Where concrete works at a sewer access chamber surround or similar structure, an expansion joint of approved material shall be provided between the two faces.

**SERVICES OFFSETS AND LOCATIONS**

Location	Gas	Water		Telecommunications		Electricity		BOK	Road Width	Joint Trenching
		NDW	DW	Cables	Pits	Cables	Poles			
COULEE STREET (LOTS 25709-25719)	1.90 E	2.40 E	2.90 E	1.80 W	1.00 * E	2.30 W	1.00 BOK	3.95 W	16.00	W & G, T & E
COULEE STREET (LOTS 25719-25726)	1.90 N	2.40 N	2.90 N	1.80 S	1.00 * N	2.30 S	1.00 BOK	3.95 N	16.00	W & G, T & E
VENETIAN LANE	-	-	-	-	-	1.00 N	-	4.10 S	8.00	-
ARUM WALK	-	3.70 N	3.20 N	2.70 N	2.20 N	2.20 N	-	-	4.00	W & G

NOTE: a) \* Indicates offsets from back of kerb where services do not run parallel to title boundary.  
b) \* Indicates Telecommunication pits placed within concrete footpath.



**SHEET INDEX**

SHT No.	VER	DESCRIPTION
1	P1	DETAIL PLAN, LOCALITY PLAN, SERVICES SCHEDULE & INDEX SHEET
2	P1	GENERAL NOTES & PAVEMENT COMPOSITION
3	P1	INTERSECTION DETAIL & MEDIUM DENSITY PLAN
4	P1	COULEE STREET - LONGITUDINAL SECTION
5	P1	COULEE STREET - CROSS SECTION
6	P1	DRAINAGE LONGITUDINAL SECTIONS No.1
7	P1	DRAINAGE LONGITUDINAL SECTIONS No.2 & PIT SCHEDULE
8	P1	SIGNAGE & LINEMARKING
9	P1	RETAINING WALL PLAN & DETAILS
10	P1	ELECTRICAL SUBSTATION SITE WORKS PLAN & DETAILS

CONTRACTOR TO ENSURE THAT WHERE VEHICLES OR CONSTRUCTION MACHINERY ARE TO CROSS DN900 TRANSFER MAIN, A STEEL PLATE OF MIN 30mm THICKNESS SHALL BE PLACED OVER THE MAIN AS A CROSSING POINT TO DISPERSE LOADING. THIS PLATE MUST EXTEND FOR AT LEAST 1 METER EITHER SIDE OF THE MAIN.

**SYMBOL LEGEND**

Drains	Prop	Prev Stage	Ex/Natural/FS Level	-28.57	+18.57	+58.57
Sewer < 3000	S	S	FS @ Building Line	-BL28.57	-BL28.57	-BL28.57
Water (DW)	W	W	Top/Toe of Batter	-TOP28.57	-TOP28.57	-TOP28.57
Water (NDW)	W	W	Top/Toe Ret. Wall Level	-TW28.57	-TW28.57	-TW28.57
House Drain	H	H	100yr Flood Level	-FL28.57	-FL28.57	-FL28.57
Property Inlet	P	P	Fill Proposed (<0.3m/≥0.3m)			
Street Sign	S	S	Cut Proposed			
PSM	PSM	PSM	Asphalt Surface Prop			
Rock Ret Wall	R	R	Concrete Surface Prop			
Sleeper Ret Wall	S	S	Street Tree without/with Passive Irrigation (Refer Detail)			
Conduits 50mm	GW	GW	Tree To Be Removed			
Conduits 100mm	W	W	Tree To Be Retained with Tree Protection Zone (TPZ)			
Street Tree without/with Passive Irrigation (Refer Detail)	W	W				
Ex Drains	Ex D	Ex D				
Ex Water DW/NDW	Ex W	Ex W				
Ex Sewer/Gas	Ex S	Ex S				
Ex Elect/Comm	Ex E	Ex E				

**PLAN**  
SCALE 1:500  
SCALE 1:500 @ A1  
LENGTHS ARE IN METRES

		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
<b>HIGHLANDS ESTATE</b> <b>STAGE 257</b> <b>DETAIL PLAN</b>		MUNICIPALITY <b>HUME</b> REFERENCE 6661 E/257	
MELWAY REF.	386-F-12	SCALE	AS SHOWN
SURVEY	VERIS	DATUM	AHD
DESIGN	RH	DATE	MAR'21
DRAWN	RH	SHEET	1 OF 10
AMENDMENTS		CHECKED	
VER	DATE	REMARKS	
<b>PRELIMINARY</b>			



# HUME CITY COUNCIL GENERAL NOTES

- ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH HUME CITY COUNCIL STANDARD DRAWINGS, SPECIFICATIONS, VPA GUIDELINES, EDM STANDARD DRAWINGS AND APPROVED PLANS AND TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
- COUNCIL TO BE NOTIFIED SEVEN (7) CLEAR WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORKS WITH A PRECOMMENCEMENT MEETING HELD BETWEEN HUME CITY COUNCIL, THE DEVELOPER'S CONSULTANT AND THE CONTRACTOR BEFORE WORKS COMMENCE. A SITE MANAGEMENT PLAN IS TO BE SUBMITTED PRIOR TO COMMENCEMENT OF WORKS AND PRIOR TO AN ONSITE PRECOMMENCEMENT MEETING.
- PRIOR TO COMMENCEMENT OF THE WORKS, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION:
  - SOURCE OF QUARRY MATERIAL
  - N.A.T.A. APPROVED TEST RESULTS FOR THE FCR THAT IS TO BE USED
  - IF THE SOURCE OF THE QUARRY MATERIAL IS CHANGED DURING THE COURSE OF THE WORKS, THEN NEW TEST RESULTS SHALL BE PROVIDED.
- PRIOR TO COMMENCEMENT OF WORKS ON SITE, THE CONTRACTOR MUST ENSURE THAT ALL MATTERS RELATING TO THE OCCUPATIONAL HEALTH AND SAFETY ACT 2004 AND OHS REGULATIONS 2007 HAVE BEEN AND WILL BE COMPLIED WITH.
- ON COMMENCEMENT OF CONSTRUCTION WORKS, THE CONTRACTOR MUST COMPLY WITH THE RECOMMENDATIONS OF THE ENVIRONMENT PROTECTION AUTHORITY PUBLICATION "CONSTRUCTION TECHNIQUES FOR SEDIMENT POLLUTION CONTROL". APPROPRIATE SILTATION CONTROL IS TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION AND MAINTENANCE PERIOD OF THE WORKS.
- THE DISPOSAL SITE FOR SPOIL REMOVAL FROM SITE AND TRUCK ROUTE IS TO BE SUBMITTED TO AND APPROVED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORKS.
- WHERE WORKS ARE IN THE VICINITY OF EXISTING SERVICES, THESE SERVICES ARE TO BE LOCATED AND EXPOSED/PROVED PRIOR TO COMMENCEMENT OF WORKS, AND THE RELEVANT AUTHORITIES NOTIFIED SEVEN (7) CLEAR DAYS PRIOR TO THE COMMENCEMENT OF THE WORKS.
- ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
- ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD).
- ALL CO-ORDINATES ARE TO MAP GRID OF AUSTRALIA (MGA).
- THE CONTRACTOR MUST ARRANGE THE REQUISITE INSPECTIONS OF THE WORKS WITH THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE AS PER THE HOLD POINTS IN THE VPA MANUAL AND HUME CITY COUNCIL SPECIFICATIONS.
- FILL AREAS TO BE STRIPPED OF TOPSOIL, FILLED AND TOPSOIL REPLACED TO OBTAIN FINAL FILL LEVELS AS SHOWN ON PLAN. FILLING IS TO BE CLEAN CLAY COMPACTED TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE STANDARD COMPACTION TEST IN ACCORDANCE WITH AS1289.5.1.1-2003.
- FILLING TO COMPLY WITH AS3798-2007, LEVEL 1 UNLESS SPECIFIED OTHERWISE.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL IMPORTED FILL MATERIAL, INCLUDING TOPSOIL, SATISFIES THE DESCRIPTION FOR CLEAN FILL MATERIAL IN EPA BULLETIN PUBLICATION NO 448 (SEPT '95) AND SUBSEQUENT REVISIONS. THE CONTRACTOR SHALL IF REQUIRED PROVIDE VERIFICATION INCLUDING TEST CERTIFICATES TO THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
- WHERE, AS A CONDITION OF THE PLANNING PERMIT OR AS A RESULT OF THE PRE-CONSTRUCTION MEETING, FENCING OF AREAS CONTAINING TREES, NATIVE GRASSES AND SHRUBS IS REQUIRED, A THREE STRAND STAR PICKET AND WIRE FENCE SHALL BE CONSTRUCTED.
- NO TREE OR NATIVE VEGETATION IS TO BE DISTURBED OR REMOVED WITHOUT PRIOR APPROVAL FROM COUNCIL'S SUSTAINABLE ENVIRONMENT DEPARTMENT. ANY TREES REMOVED, VEGETATION OR OTHER MATERIALS ARE NOT TO BE BURNT ON SITE.
- BEFORE COMMENCING WORK ON TRENCHES IN EXCESS OF 1.5M DEEP, NOTICE OF SUCH PROPOSAL IS TO BE FORWARDED BY THE CONTRACTOR TO WORKSAFE VICTORIA.
- THE CONTRACTOR IS TO OBTAIN A BUILDING PERMIT FOR ANY STRUCTURES/FENCES AND FOR ANY RETAINING WALLS OVER 1.0m IN HEIGHT.
- ANY INFRASTRUCTURE DAMAGE DURING THE DEFECTS LIABILITY PERIOD IS THE RESPONSIBILITY OF THE DEVELOPER OR HIS REPRESENTATIVE AND IS TO BE REINSTATED TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER OR HIS REPRESENTATIVE.
- PRIOR TO STATEMENT OF COMPLIANCE ALL DISTURBED AREAS (INCLUDING NATURE STRIPS, BATTERS, ALLOTMENTS WITH GRADES OF 1:5 AND GREATER, AND RESERVES) ARE TO BE REINSTATED TO A CLEAN, TIDY CONDITION, TOP DRESSED (100mm LOAMY TOP SOIL FREE OF RUBBISH, DEBRIS, CLUMPS, SODS AND CLAY LUMPS), LIGHTLY COMPACTED AND HYDRO MULCHED.
 

HYDROMULCH & SEED MIX TO BE:

  - 40KG/HA KIKUYU
  - 200KG/HA TURF TYPE PERENNIAL RYE
  - 100KG/HA CREEPING RED FESCUE
  - 1,500KG/HA OF CELLULOSE FIBRE
  - SOIL BINDER SPECIFICALLY MANUFACTURED FOR HYDROMULCHING, USED AT MANUFACTURERS RECOMMENDED RATES, E.G. ORGANIC GAUR TACKIFIERS @ 20-30KG/HA, BASED UPON SITE CONDITIONS).

GRASS IS TO BE ESTABLISHED PRIOR TO THE END OF THE MAINTENANCE PERIOD, UNLESS OTHERWISE AGREED IN WRITING.
- FOOTPATHS ARE TO BE 50mm OFFSET FROM TITLE BOUNDARIES UNLESS NOTED OTHERWISE. VEHICLE CROSSING ALIGNMENTS ARE GENERALLY TO BE PARALLEL TO THE SIDE BOUNDARY.
- ALL NEW CONCRETE WORKS SHALL BE JOINED INTO ABUTTING EXISTING CONCRETE WITH 450mm LONG Y20 DOWEL BARS @ 600 CENTRES, UNLESS OTHERWISE SPECIFIED.
- ANY EXPOSED AGGREGATE CONCRETE WORKS TO BE ACHIEVED BY SAND-BLASTING ONLY. WASHING AGGREGATE OFF WITH WATER IS NOT PERMITTED.
- ALL SERVICE CONDUITS TRENCHES UNDER ROAD PAVEMENTS ARE TO BE BACKFILLED WITH 20mm 3% CEMENT TREATED CLASS 3 CRUSHED ROCK COMPACTED TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH AS1289.5.2.1-2003. ALL SERVICE CONDUITS TRENCHES UNDER FOOTPATH, VEHICULAR CROSSINGS, PARKING BAYS AND WITHIN 750mm OF PARKING BAYS TO BE BACKFILLED WITH CLASS 3 CRUSHED ROCK.
- ALL STORMWATER DRAINS TO BE CLASS 2 R.C. OR RIGID F.R.C. PIPES WITH ADCOL FLEXIBLE COLLARS UNLESS NOTED OTHERWISE. ALL PIPES UP TO & INCLUDING 750mm DIA. ARE TO BE RUBBER RING JOINTED. INTERLOCKING/FLUSH JOINTS WITH EXTERNAL BANDS CAN ONLY BE USED ON PIPE SIZES OVER 750mm DIA.
- WHERE NEW ASPHALT, CONCRETE K&C, PATHS AND DRIVEWAYS MATCH INTO EXISTING, THE EXISTING SURFACE IS TO BE SAW CUT AND MATCHED NEATLY.
- ALL REDUNDANT ASSETS ARE TO BE REMOVED AND DISPOSED OFF SITE.
- ALL TREES AND SHRUBS ARE TO BE RETAINED UNLESS OTHERWISE SHOWN OR DIRECTED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
- AT THE COMPLETION OF ALL WORKS ALL RUBBISH, DEBRIS AND SURPLUS SPOIL SHALL BE REMOVED AND THE SITE SHALL BE CLEARED TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.

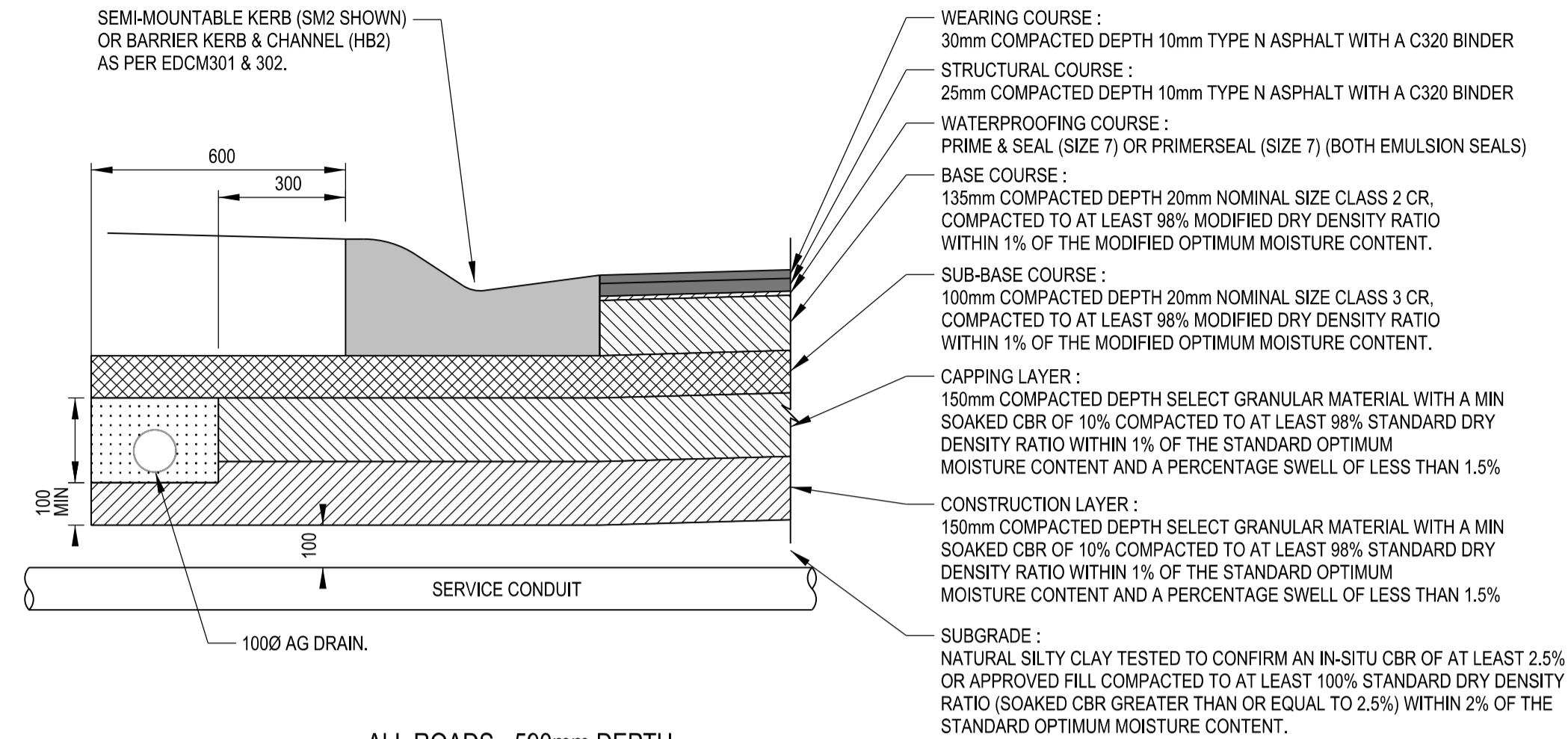
- ALL DRAINS BEHIND KERB AND CHANNEL SHALL BE BACKFILLED TO MATCH PAVEMENT SUBGRADE LEVEL WITH 20mm CLASS 3 FCR COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH AS1289.5.2.1-2003. ALL DRAINS, SEWERS, GAS & WATER MAINS LAID THROUGH THE ROAD PAVEMENT (EXCEPT CONDUITS) ARE TO BE BACKFILLED WITH 20mm CLASS 2 FCR COMPACTED TO 98% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH AS1289.5.2.1-2003.
- PAVEMENT DEPTH SPECIFIED IS A MINIMUM DEPTH AND MAY BE VARIED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE. SOFT SPOTS SHALL BE EXCAVATED TO A PROOF ROLLED BASE AND BACKFILLED WITH APPROVED MATERIAL COMPACTED IN 150mm LAYERS TO ACHIEVE TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE STANDARD COMPACTION TEST IN ACCORDANCE WITH AS1289.5.1.1-2003.
- ALL EXISTING ASSETS AFFECTED BY THE WORKS; E.G. SIGNS, VEHICLE CROSSINGS, FOOTPATHS, KERB AND LINEMARKING SHALL BE REINSTATED BY THE CONTRACTOR PRIOR TO THE COMPLETION OF THE WORKS TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
- PRIOR TO THE COMPLETION OF THE WORKS ALL FIRE HYDRANTS ARE TO BE MARKED IN ACCORDANCE WITH "IDENTIFICATION OF STREET HYDRANTS FOR FIREFIGHTING PURPOSES" PUBLICATION (DEVELOPED BY CFA, MFB, & ESB), MARKINGS TO BE VIA BLUE PAVEMENT MARKER AND A (RED TOPPED) WHITE POST.
- AGRICULTURAL DRAINS ARE TO BE PLACED BEHIND ALL KERB AND CHANNEL, KERB ONLY AND EDGE STRIPS IN ACCORDANCE WITH EDM STANDARD DRAWING 202.
- ALL TABLE DRAINS AND VERGES ARE TO BE REINSTATED UPON COMPLETION OF WORKS TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
- ALL TRAFFIC CONTROL MEASURES, SIGNS AND LINEMARKING SHALL BE IN ACCORDANCE WITH AS1742-1, 2 & 3. STREET NAME SIGNS ARE TO BE IN ACCORDANCE WITH STANDARD DRAWING SD408.
- ALL LINEMARKING PAINT SHALL BE LONG LIFE TYPE IN ACCORDANCE WITH SECTION 95C OF THE HUME CITY COUNCIL SPECIFICATIONS. LATERAL WORKS AND ARROWS BEING COLD APPLIED PLASTIC TROWELLED INTO PLACE (MATERIAL DEGADUR PLASTELINE) AND LONGITUDINAL LINES BEING EXTRUDED THERMOPLASTIC MATERIAL.
- ALL SIGNS TO BE CLASS 1 HIGH INTENSITY TYPE AND TO COMPLY WITH THE REQUIREMENTS OF AS1743-2001.
- HOUSE DRAIN CONNECTIONS TO 150mm DIAMETER PIPES TO BE VIA A MANUFACTURED JUNCTION PIECE. 150mm DIAMETER STORMWATER PIPES ARE TO BE HEAVY DUTY SEWER GRADE. PVC PIPES SHALL BE BACKFILLED WITH 10mm MINUS FCR TO 150mm ABOVE TOP OF PIPE IN ALL LOCATIONS.
- 100mm HOUSE DRAIN CONNECTIONS TO BE LAID AT AN OFFSET OF 5.5M FROM THE LOW SIDE OF TITLE BOUNDARY ROAD FRONTAGE AND PROPERTY INLETS 1.0m FROM THE LOW SIDE OF TITLE BOUNDARY REAR EASEMENT UNLESS OTHERWISE SHOWN.
- WHERE SODIC SOILS ARE ENCOUNTERED, SODIC SOIL INVESTIGATIONS SHOULD BE CARRIED OUT BY A QUALIFIED SOIL SCIENTIST AND THE RECOMMENDATIONS OF THE REPORT SHOULD BE APPLIED DURING ROAD & DRAINAGE DESIGN AND CONSTRUCTION.
- LOCATION OF GAS, WATER AND TELSTRA/NBN CO CONDUITS ARE TO BE APPROPRIATELY MARKED ON THE FACE OF THE KERB AND CHANNEL WITH G, W, T AND O RESPECTIVELY. ALL CONDUIT ENDS SHALL BE SECURELY PLUGGED. TELSTRA/NBN Co GAS CONDUITS TO BE 50mm CLASS 12 UPVC. WATER CONDUITS TO BE 100mm CLASS 12 UPVC.
- SERVICE CONDUITS TRENCHES UNDER DRIVEWAYS AND FOOTPATHS ARE TO BE 50mm PVC LAYED 450mm DEEP AND EXTENDING 250mm EACH SIDE OF DRIVEWAYS/FOOTPATHS.
- THE WATER CONDUIT OFFSET FROM THE LOT BOUNDARY IS GIVEN ON THE WATER RETICULATION PLAN. THE CONTRACTOR MUST CONSTRUCT CONDUITS TO ACCORD WITH THE GIVEN OFFSET AND ENSURE THAT THE CONCRETE MARKS THE KERB AND FOOTPATH EXACTLY ABOVE THE CONDUIT.
- TELSTRA/NBN Co TO BE NOTIFIED SEVEN (7) DAYS PRIOR TO CONCRETE WORKS BEING PLACED.
- DRAINAGE AND PITS TO BE SET OUT FROM OFFSETS SHOWN RATHER THAN FROM CENTRELINE PIPE CHAINAGES. CENTRELINE OF PITS AT KERB TP'S TO BE 1.20m OFFSET FROM TP.
- LOTS TO BE GRADED AND LEFT CLEAN TO THE SATISFACTION OF THE ENGINEER. ALL LOTS TO BE 1 IN 150 MINIMUM SLOPE.
- BATTERS SHALL BE 1 IN 6 FOR FILL AND 1 IN 6 FOR CUT UNLESS OTHERWISE SHOWN.
- ALL DRIVEWAY RAMPS INTO PROPERTIES ARE TO BE CUT IN AT A MAXIMUM GRADE OF 1 IN 4 TO THE SATISFACTION OF THE ENGINEER.
- ALL CONCRETE TO BE 25MPa UNLESS OTHERWISE SPECIFIED.
- STANDARD & SHARED FOOTPATH AS PER EDM401 & TO CONSIST OF:
  - 125mm CONCRETE (25MPa) REINFORCED WITH SL72 MESH PLACED WITH 50mm TOP COVER.
  - 50mm THICK, 20mm NOMINAL SIZE CLASS 3 FCR COMPACTED TO 98%.
- CONTRACTOR SHALL ERECT AND MAINTAIN ALL NECESSARY SHORING, PLANKING, STRUTTING AND DEWATERING DEVICES, BARRICADES, SIGNS, LIGHTS, ETC. NECESSARY TO KEEP THE WORKS IN A SAFE AND STABLE CONDITION AND PROTECT THE PUBLIC FROM THE WORKS.
- THE CONTRACTOR MUST COMPLETE A LEVEL CHECK BETWEEN ALL TBM'S TO VERIFY LEVEL VALUES BEFORE COMMENCEMENT OF WORKS. ALL TBM'S AND CONTROL POINTS ARE TO BE MAINTAINED AND PROTECTED AT ALL TIMES DURING CONSTRUCTION. SHOULD ANY MARKS BE DISTURBED, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE DEVELOPER'S CONSULTANT TO ARRANGE RE-INSTAEMENT AT THE CONTRACTORS EXPENSE.
- PROVIDE A 1.8m HIGH FENCE AS PER STOCKLAND STANDARD ALONG ANY COMMON BOUNDARY BETWEEN A LOT AND A MUNICIPAL RESERVE. PALINGS TO BE ON THE RESERVE SIDE AND STAINED IN A DARK GREEN COLOUR ON THE SIDE FACING THE RESERVE TO THE SATISFACTION OF COUNCIL.
- BLASTING:
 

BLASTING GENERALLY IS NOT ENCOURAGED, HOWEVER BLASTING MAY BE REQUIRED AS A LAST RESORT DEPENDING ON GROUND CONDITIONS. COUNCIL IS TO BE NOTIFIED IN WRITING IF ANY BLASTING IS NECESSARY. RESIDENTS LIKELY TO BE AFFECTED BY THE BLASTING AND ALL SERVICE AUTHORITIES SHALL BE NOTIFIED IN WRITING PRIOR TO WORKS COMMENCING. COPIES OF THESE NOTIFICATIONS ARE TO BE SUBMITTED TO COUNCIL. RESIDENT NOTIFICATION LETTER IS TO INCLUDE BLASTING GUIDELINES, FIRING AND MISFIRE PROCEDURES AND CONTRACTOR AND CONSULTANT CONTACT NAMES AND PHONE NUMBERS. ALL BLASTING IS TO BE WITHIN THE LIMITS FOR AIR AND GROUND VIBRATION LEVELS AS SET DOWN IN AS2187.2.1993

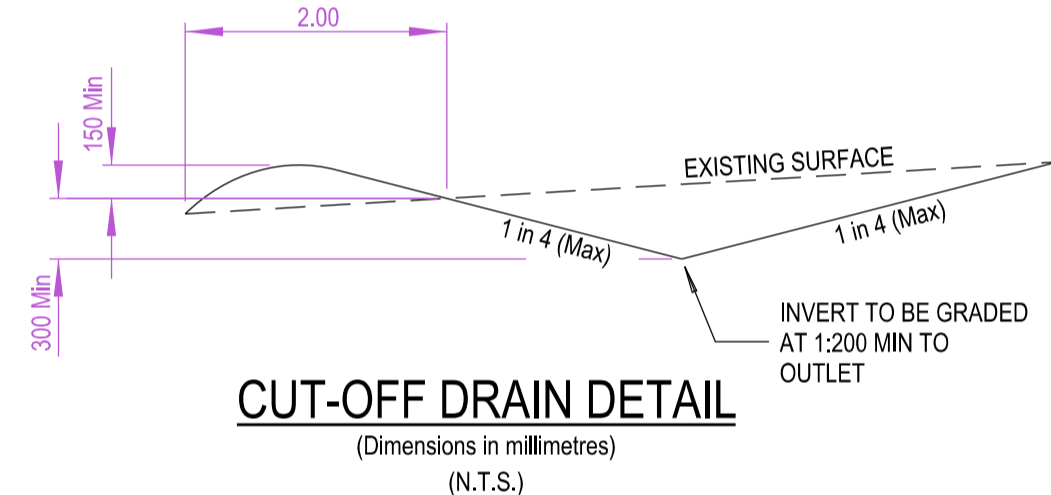
ALL BLASTS SHALL BE MONITORED FOR AIR AND NOISE VIBRATION AT POTENTIALLY AFFECTED RESIDENCES. "FORM A" FROM AS2187.2-1993, AND WAVE TRACE COPIES ARE TO BE SUBMITTED TO COUNCIL FOR EACH BLAST.

BLASTING IS TO BE RESTRICTED TO BETWEEN 9:00am AND 3:30pm. BLASTING IS NOT TO OCCUR ON WEEKENDS OR PUBLIC HOLIDAYS.

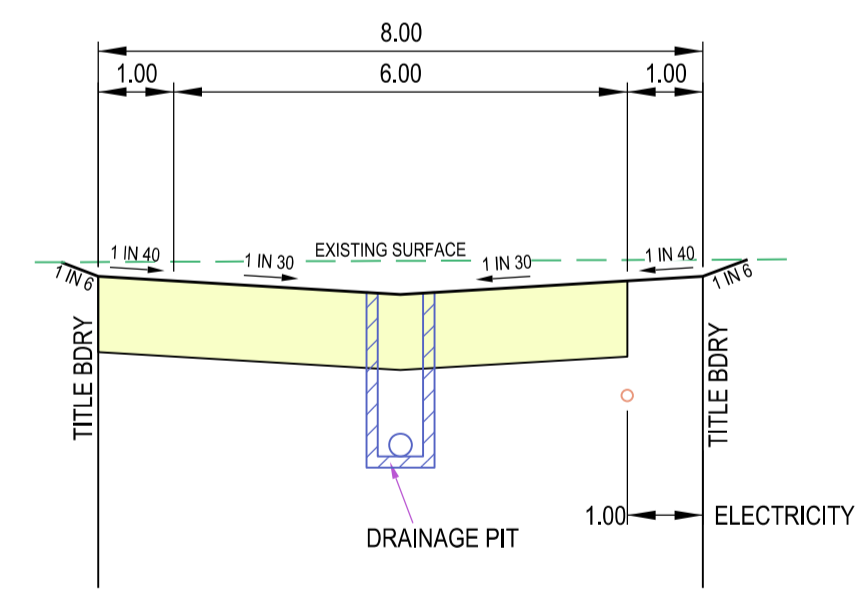
BLASTING AREA SIGNS ARE TO BE PLACED AT ALL ENTRANCES TO THE SITE.



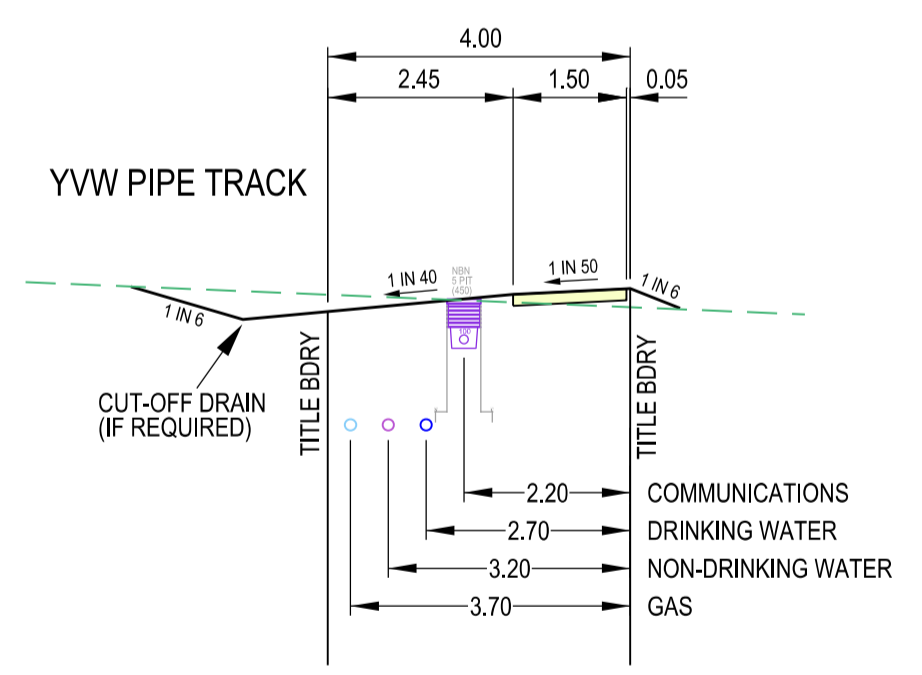
ALL ROADS - 590mm DEPTH  
**PAVEMENT COMPOSITION**  
REFER EDM202a FOR ADDITIONAL DETAILS  
(Dimensions in Millimetres)  
N.T.S.



**CUT-OFF DRAIN DETAIL**  
(Dimensions in millimetres)  
(N.T.S.)

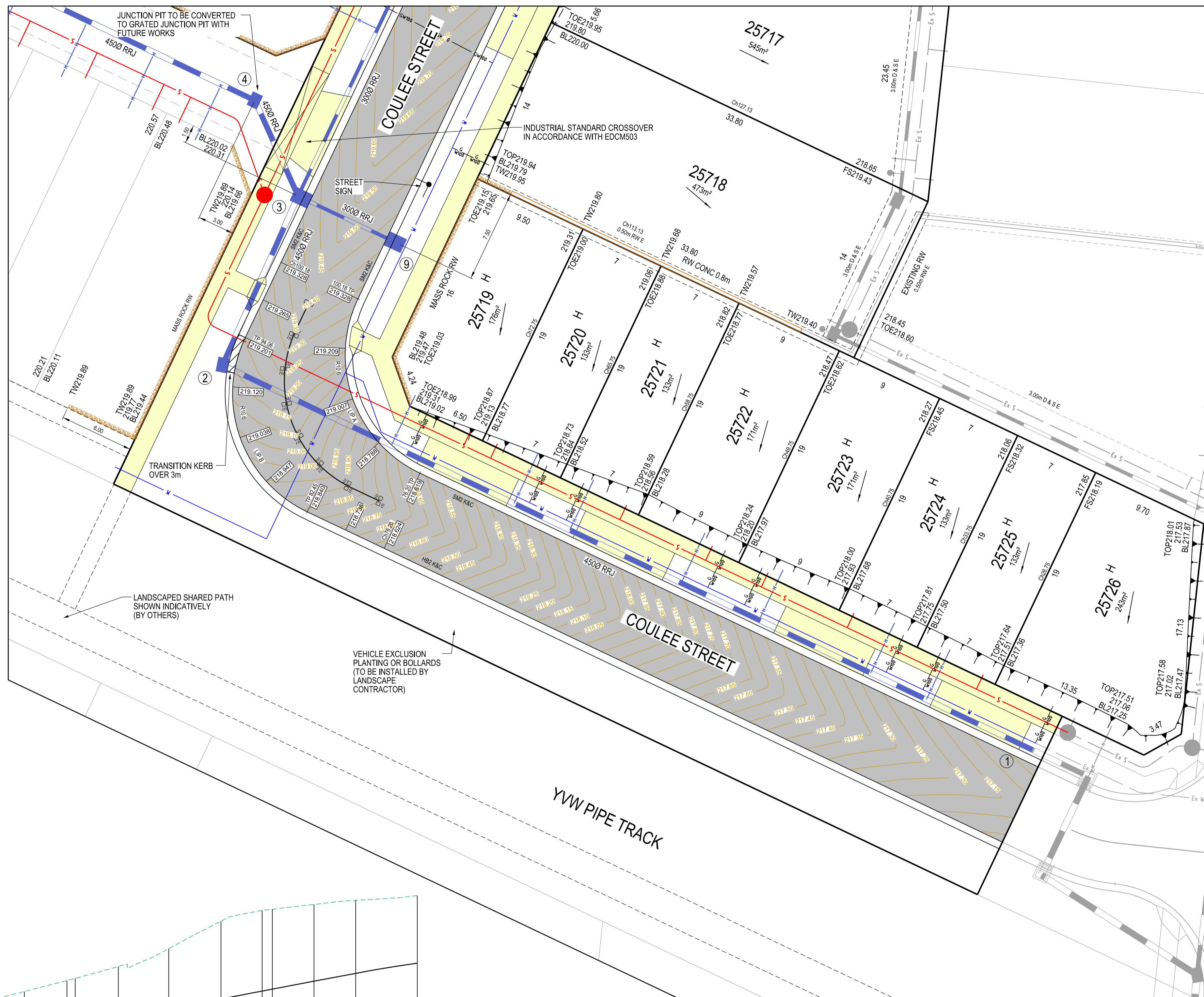
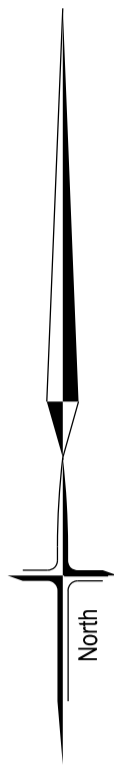


**VENETIAN LANE**  
ACCESS LANE (8m)

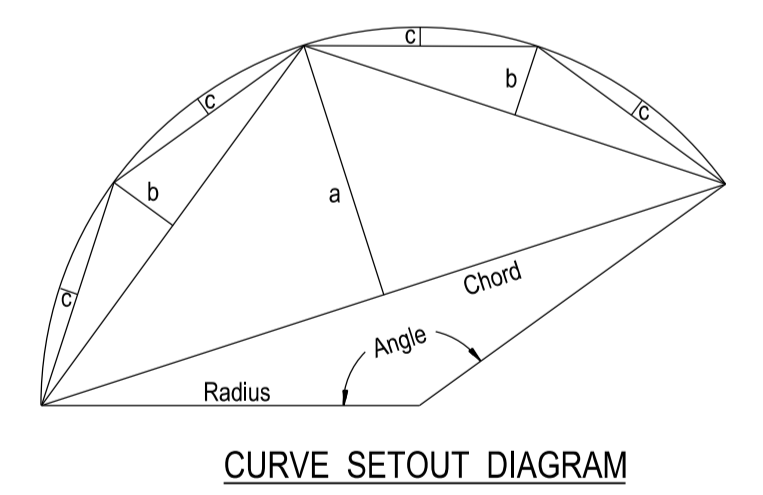
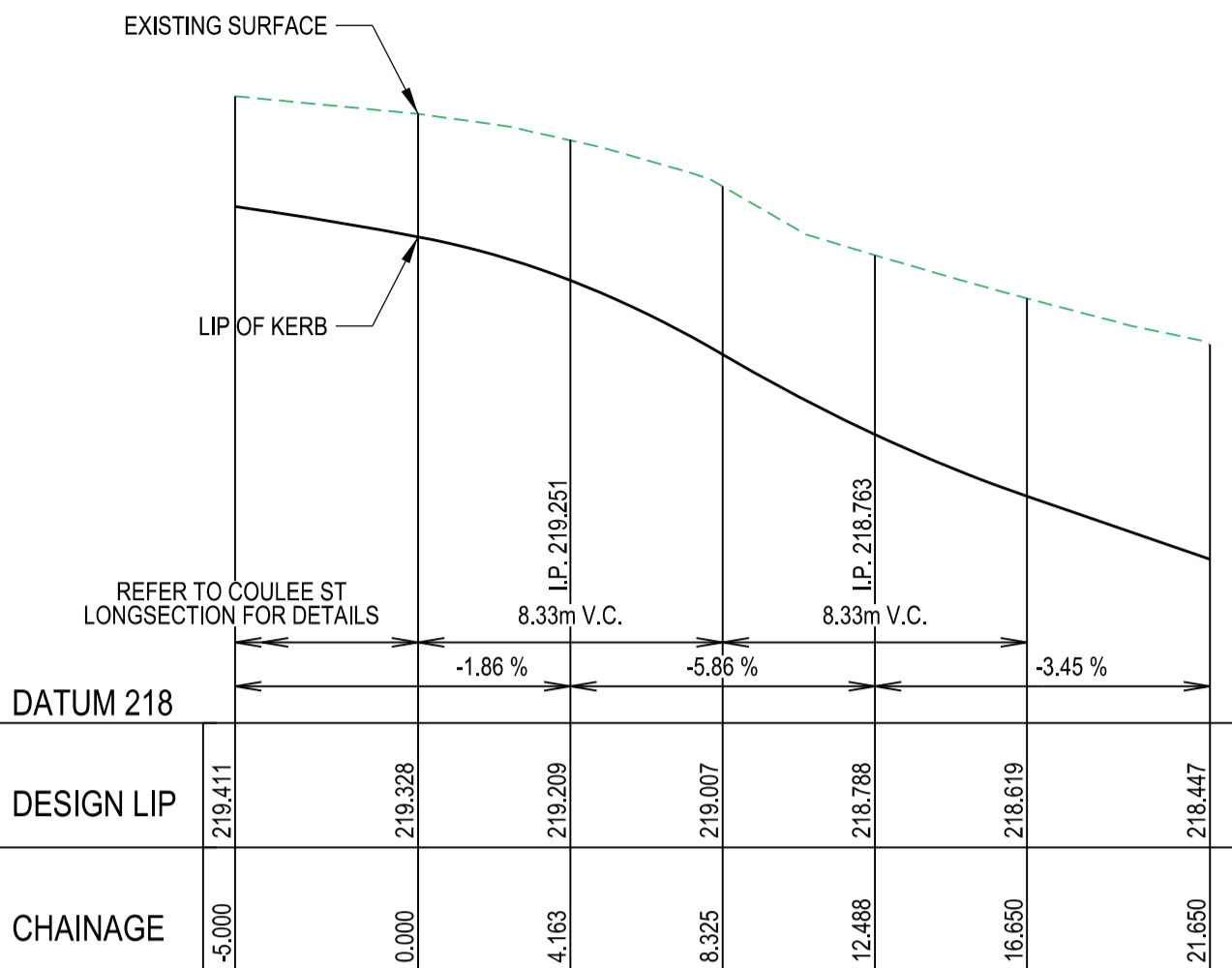


**ARUM WALK**  
LOT ACCESS

AMENDMENTS				<p>breese pitt dixon pty. ltd. land surveyors civil engineers</p> <p>1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310</p>				
				<p>MELWAY REF. 386-F-12</p> <p>SURVEY VERIS</p> <p>DESIGN RH</p> <p>DRAWN RH</p>	<p><b>HIGHLANDS ESTATE</b> <b>STAGE 257</b> <b>GENERAL NOTES &amp; DETAILS</b></p>	<p>MUNICIPALITY <b>HUME</b></p> <p>REFERENCE 6661 E/257</p>		
VER	DATE	REMARKS	CHECKED	SCALE AS SHOWN	DATUM AHD	DATE MAR'21	SHEET 2 OF 10	P1

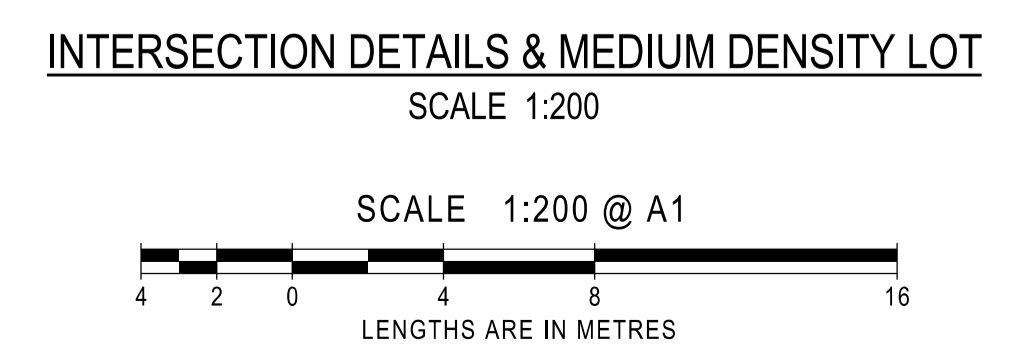
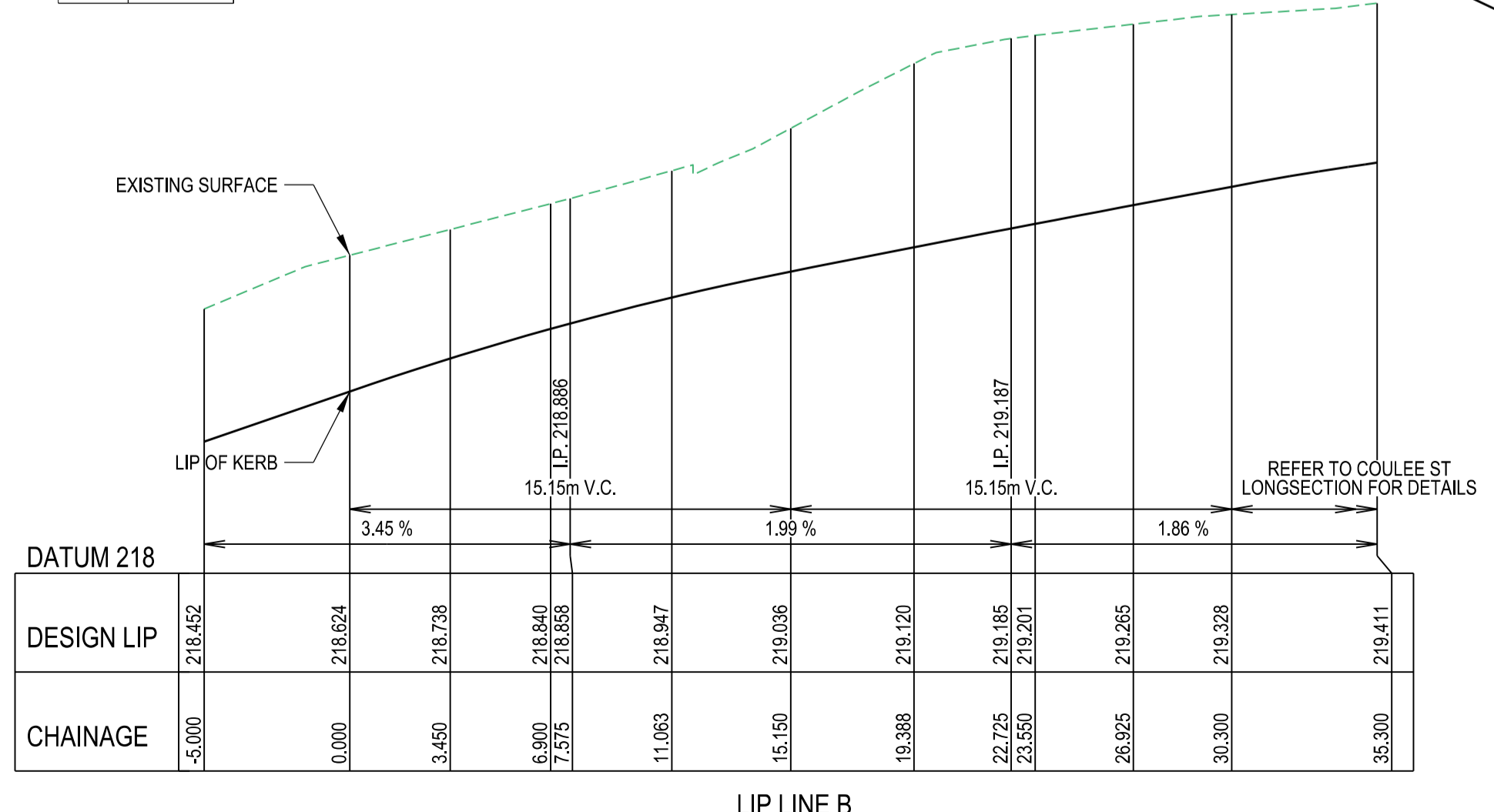


CURVE SETOUT DETAILS	
Radius	10.60
Angle	90°
Arc	16.650
Chord	14.991
a	3.105
b	0.807
c	0.204



ALL SETOUT DETAILS ARE PROVIDED AT LIP OF KERB

CURVE SETOUT DETAILS	
Radius	10.60
Angle	90°
Arc	16.650
Chord	14.991
a	3.105
b	0.807
c	0.204

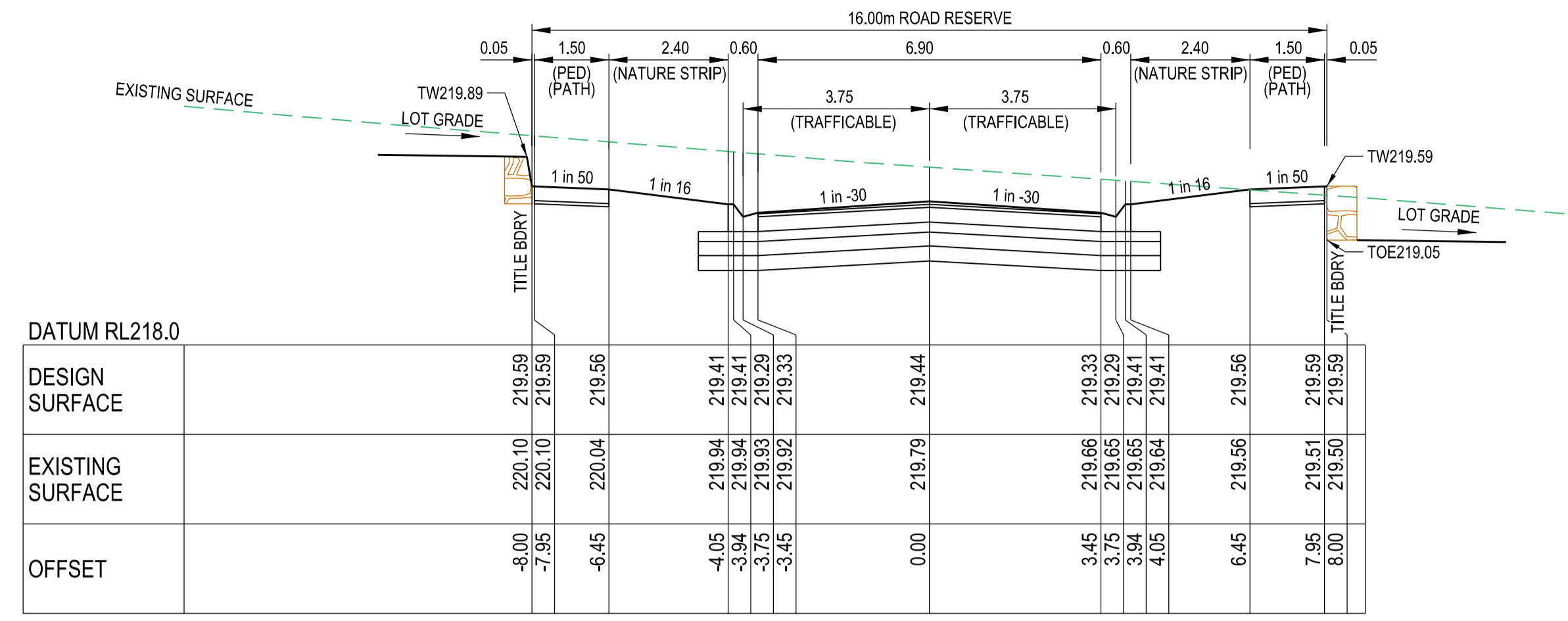


		<b>breese pitt dixon pty. ltd.</b> land surveyors civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
MELWAY REF. 386-F-12 SURVEY VERIS DESIGN RH DRAWN RH		<b>HIGHLANDS ESTATE STAGE 257 INTERSECTION DETAILS</b>		MUNICIPALITY HUME REFERENCE 6661 E/257	
PRELIMINARY		SCALE AS SHOWN DATUM AHD		DATE MAR'21 SHEET 3 OF 10 P1	



 CRUSHED ROCK BACKFILL  
 ROCK RETAINING WALL  
 REFER SHEET 9 FOR DETAILS

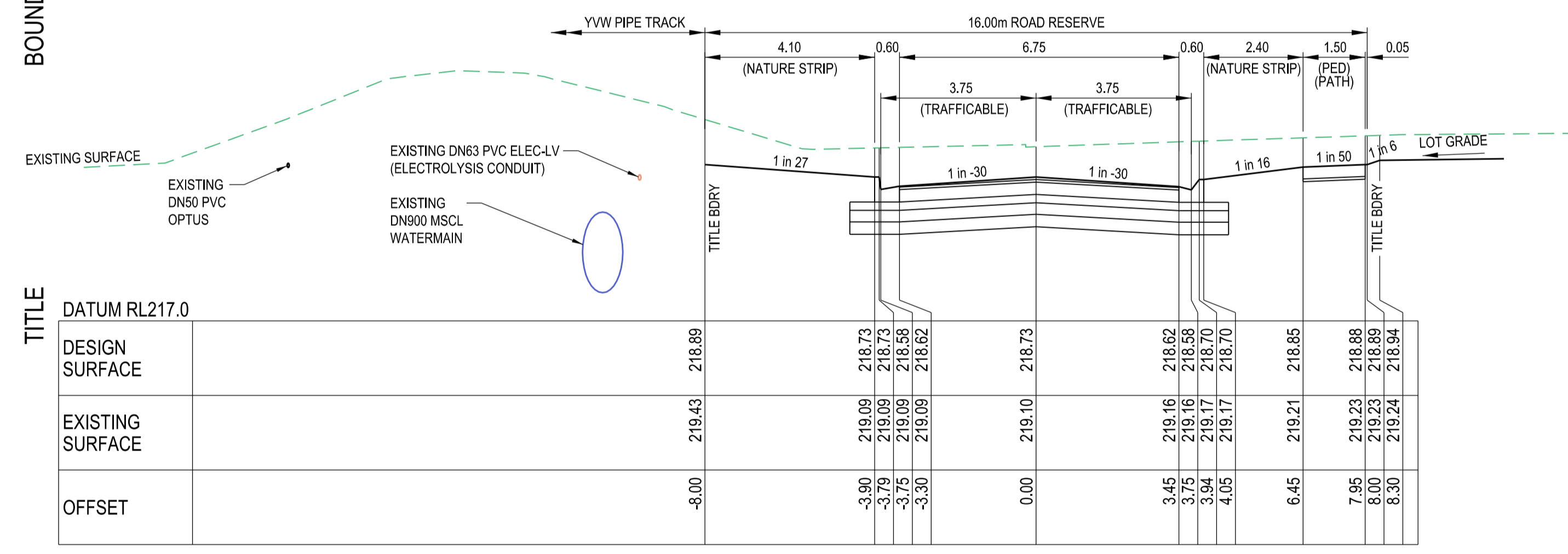
WEST TITLE BOUNDARY



Ch 100.18

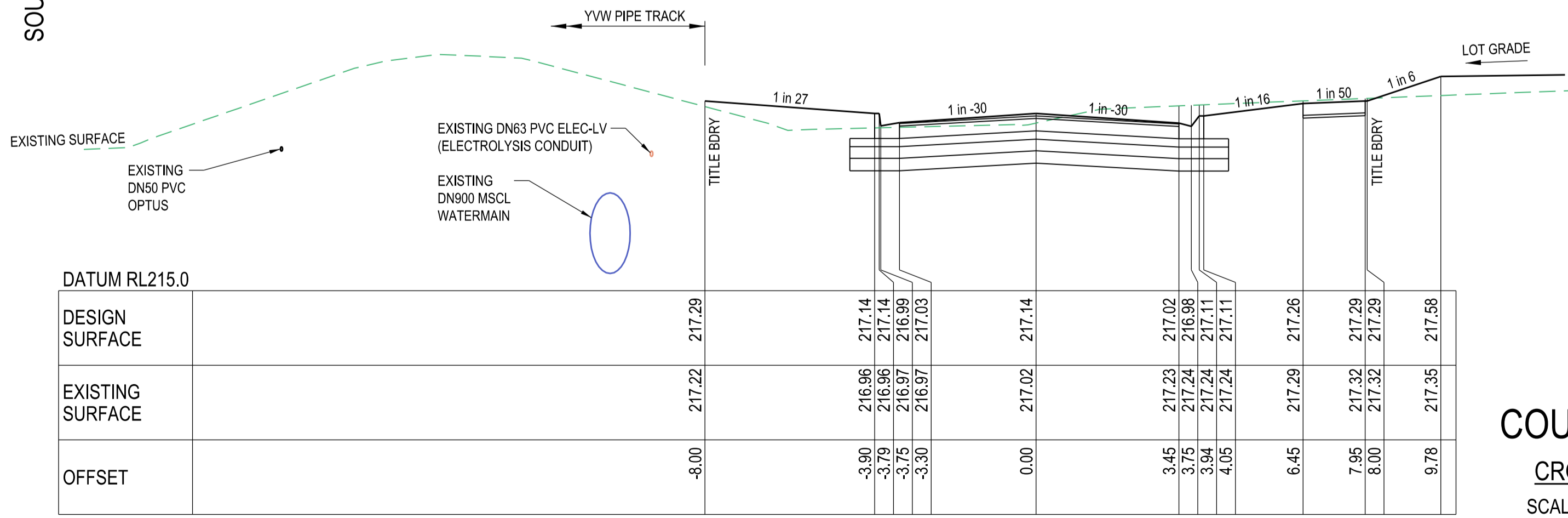
COMPACTION OF ANY ROAD WORKS OVER THE MAIN SHALL BE:  
 i. WITHIN 300mm OF THE EMBEDMENT (I.E. WITHIN 450mm OF TOP OF PIPE) ONLY HAND COMPACTION USING SHOVELS MAY BE USED.  
 ii. ABOVE 450mm OF COVER OVER THE PIPE THE CONTRACTOR CAN USE A HAND HELD FLAT-BED VIBRATING PLATE, WHICH CAN BE USED TO BUILD UP COVER IN LAYERS TO THE PROPOSED ROAD SURFACE AFTER WHICH POINT VEHICLES CAN BE DRIVEN OVER THE PIPE FOR CONSTRUCTION OF THE REST OF THE ROAD.

BOUNDARY



Ch 76.20

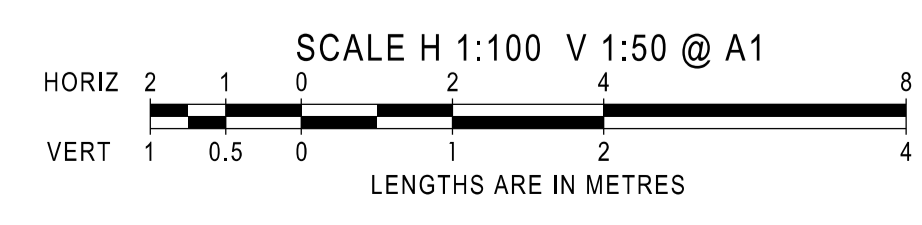
SOUTH



Ch 20.73

COULEE STREET

CROSS SECTIONS  
 SCALE HORIZONTAL 1:100  
 VERTICAL 1:50



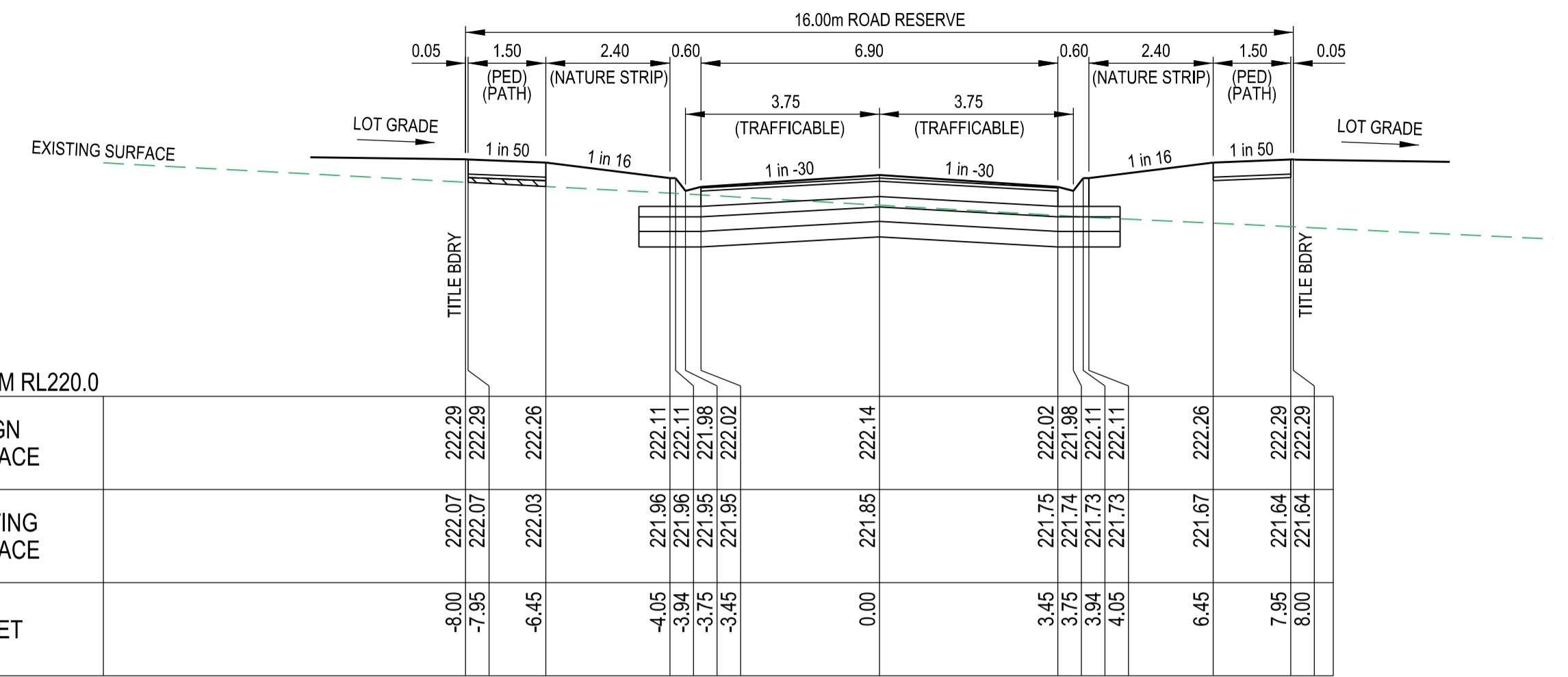
EAST TITLE BOUNDARY

BOUNDARY

BOUNDARY

WEST

NORTH

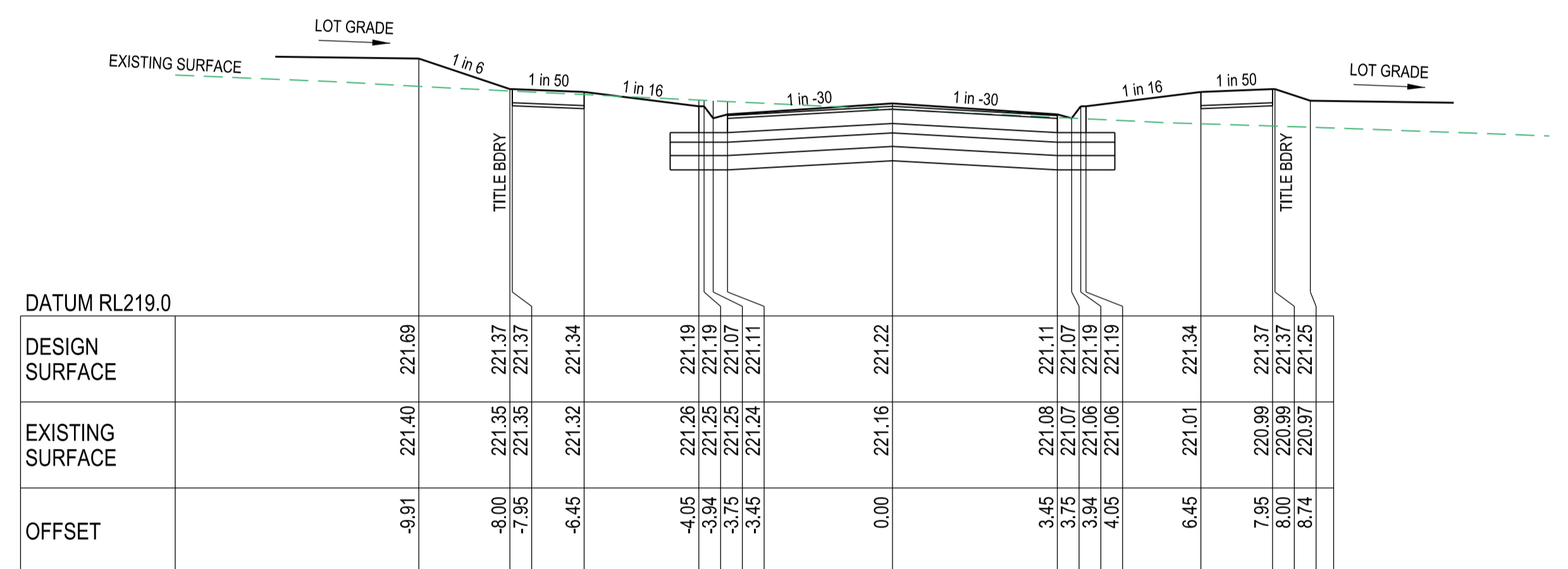


Ch 240.47

BOUNDARY

TITLE

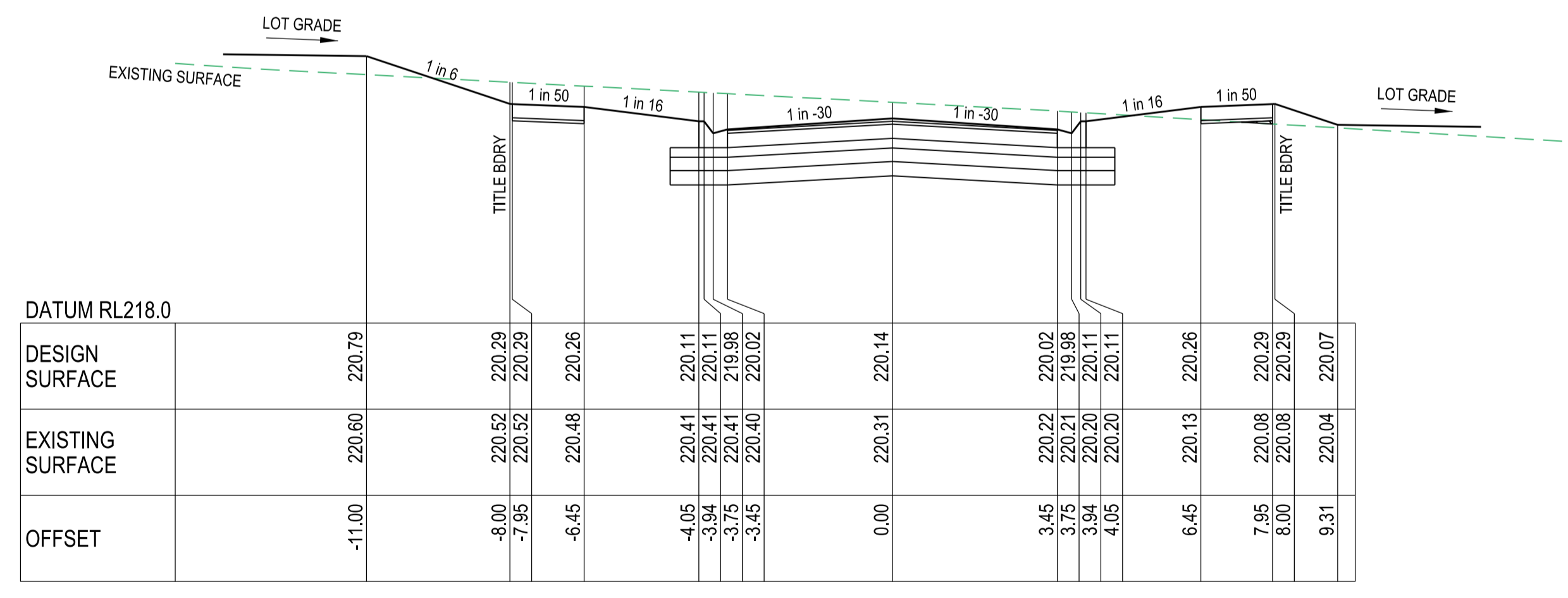
EAST




Ch 194.70

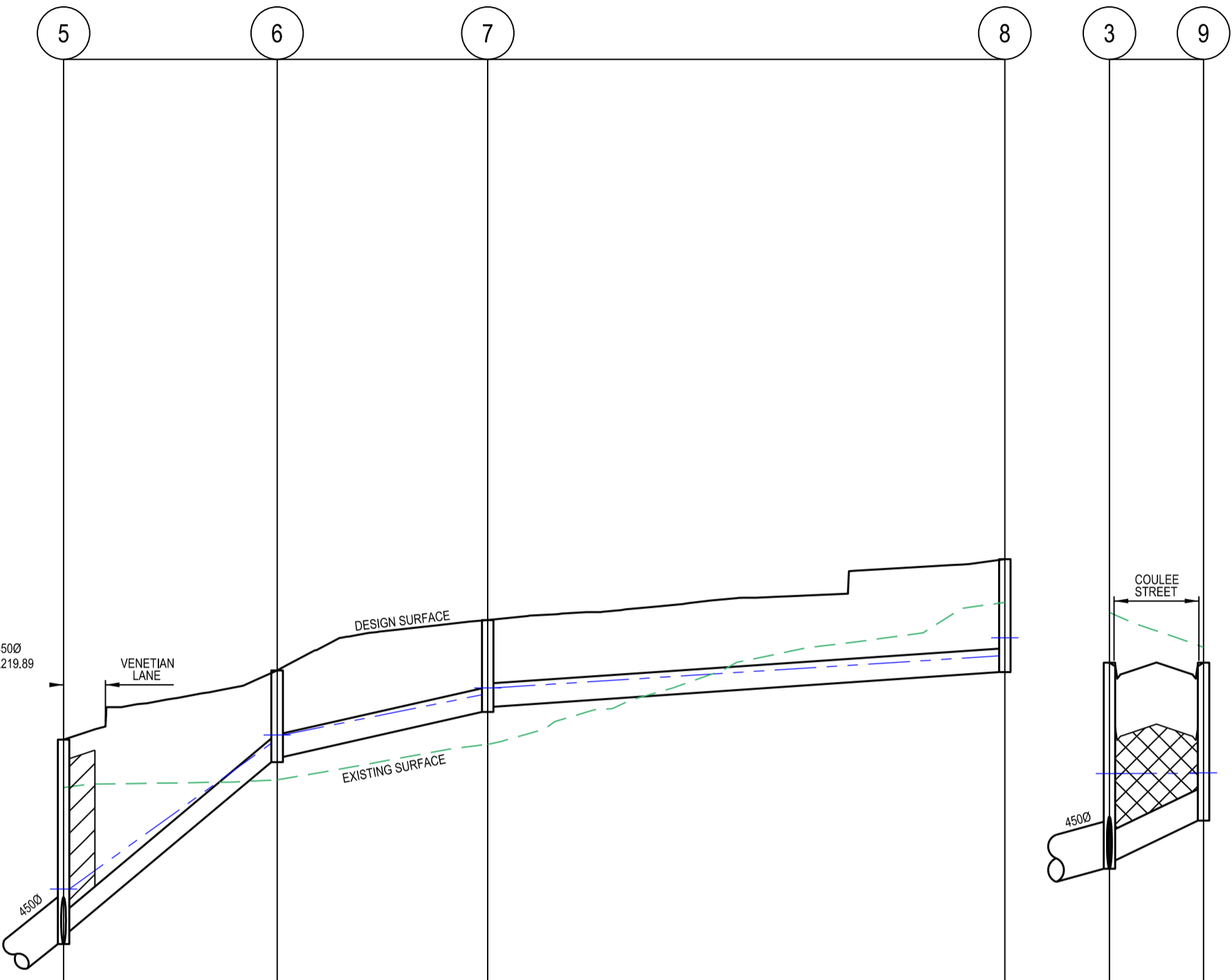
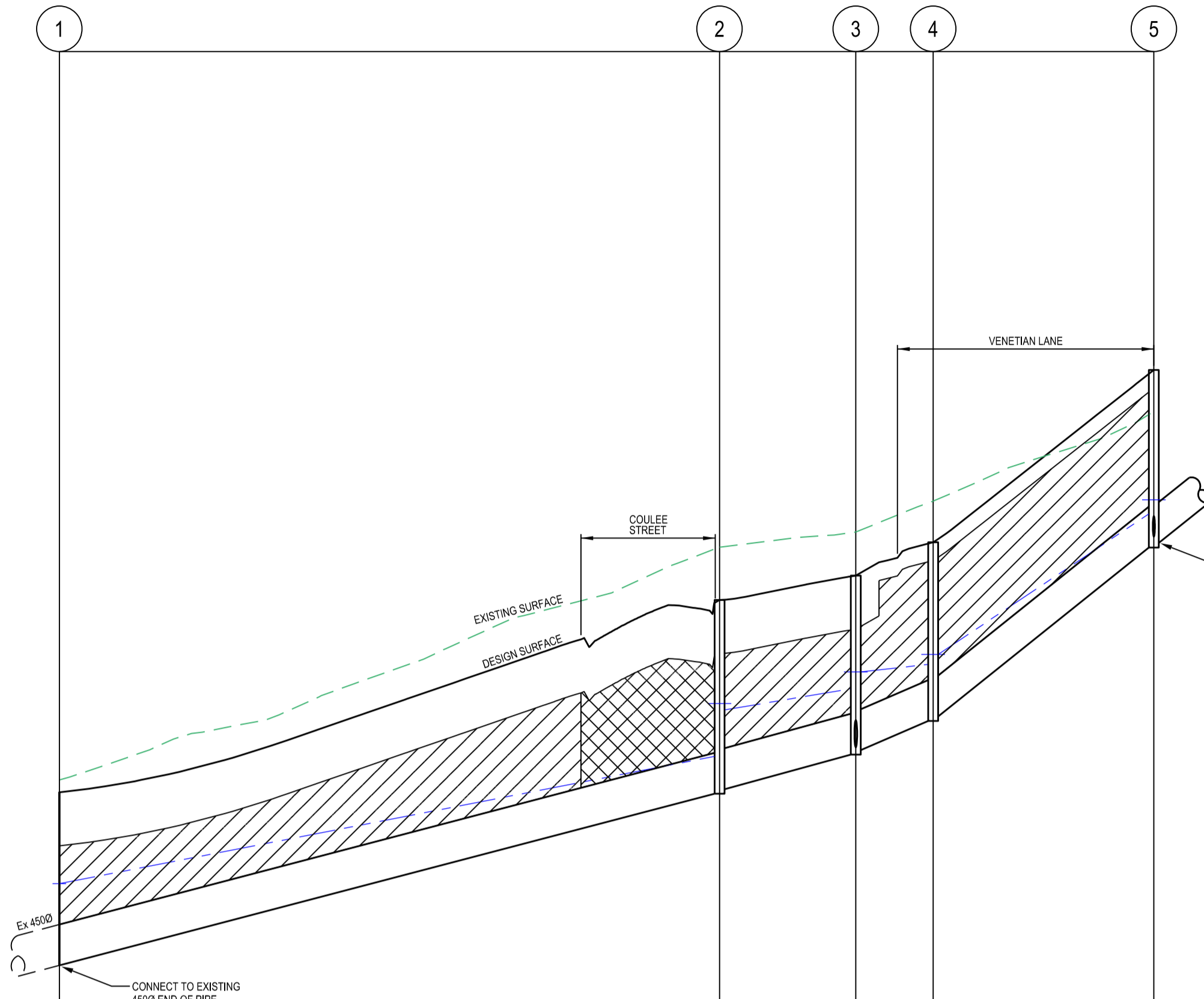
WEST

NORTH



Ch 142.23

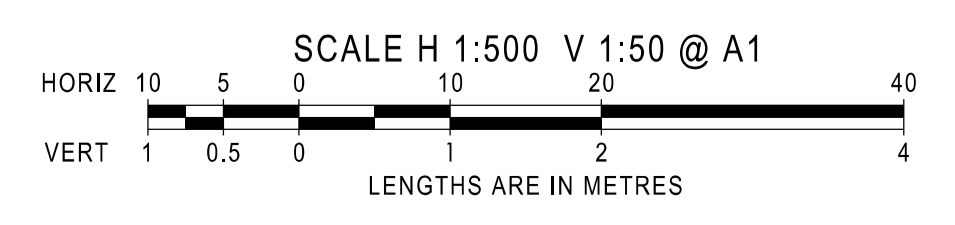
 <b>breese pitt dixon pty. ltd.</b> land surveyors civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310
MELWAY REF. 386-F-12 SURVEY VERIS DESIGN RH DRAWN RH		MUNICIPALITY <b>HUMES</b> REFERENCE 6661 E/257
<b>PRELIMINARY</b>		SCALE AS SHOWN DATUM AHD DATE MAR'21
AMENDMENTS VER DATE REMARKS	CHECKED	SHEET 5 OF 10 P1



VELOCITY (m/sec)		2.89m/s	2.85m/s	3.49m/s	4.99m/s
DESIGN (m <sup>3</sup> /s)		0.37m <sup>3</sup> /s	0.35m <sup>3</sup> /s	0.28m <sup>3</sup> /s	0.28m <sup>3</sup> /s
CAPACITY (m <sup>3</sup> /s)		0.46m <sup>3</sup> /s	0.45m <sup>3</sup> /s	0.55m <sup>3</sup> /s	0.79m <sup>3</sup> /s
DIAMETER AND TYPE (CLASS 2)		450 RRJ	450 RRJ	450 RRJ	450 RRJ
GRADE		1 in 38.5	1 in 39.5	1 in 26.6	1 in 13.1
DATUM RL	211.0				
DEPTH FS TO INVERT	1.906	2.132	1.971	1.921	1.955
HGL LEVEL	216.240	217.541	218.285	218.471	220.210
INVERT	215.240	217.190	217.610	218.553	220.210
FINISHED SURFACE	217.146	219.262	219.531	219.898	221.795
NATURAL SURFACE	217.281	219.844	220.010	220.350	221.337
CHAINAGE	0.000	72.682	87.686	96.200	120.500
		L=72.682m	L=15.004m	L=8.515m	L=24.300m

VELOCITY (m/sec)	3.18m/s	1.65m/s	0.60m/s	2.81m/s
DESIGN (m <sup>3</sup> /s)	0.05m <sup>3</sup> /s	0.04m <sup>3</sup> /s	0.03m <sup>3</sup> /s	0.01m <sup>3</sup> /s
CAPACITY (m <sup>3</sup> /s)	0.13m <sup>3</sup> /s	0.07m <sup>3</sup> /s	0.04m <sup>3</sup> /s	0.20m <sup>3</sup> /s
DIAMETER AND TYPE (CLASS 2)	225 RRJ	225 RRJ	225 RRJ	300 RRJ
GRADE	1 in 12.6	1 in 46.8	1 in 150	1 in 23.7
DATUM RL	214.0			211.0
DEPTH FS TO INVERT	1.955	1.835	1.877	1.891
HGL LEVEL	220.210	221.760	222.224	218.471
INVERT	219.960	221.590	222.060	218.020
FINISHED SURFACE	221.795	222.457	222.938	219.531
NATURAL SURFACE	221.337	221.411	221.749	219.678
CHAINAGE	0.000	20.421	40.564	90.009
	L=20.421m	L=20.143m	L=49.445m	L=9.000m

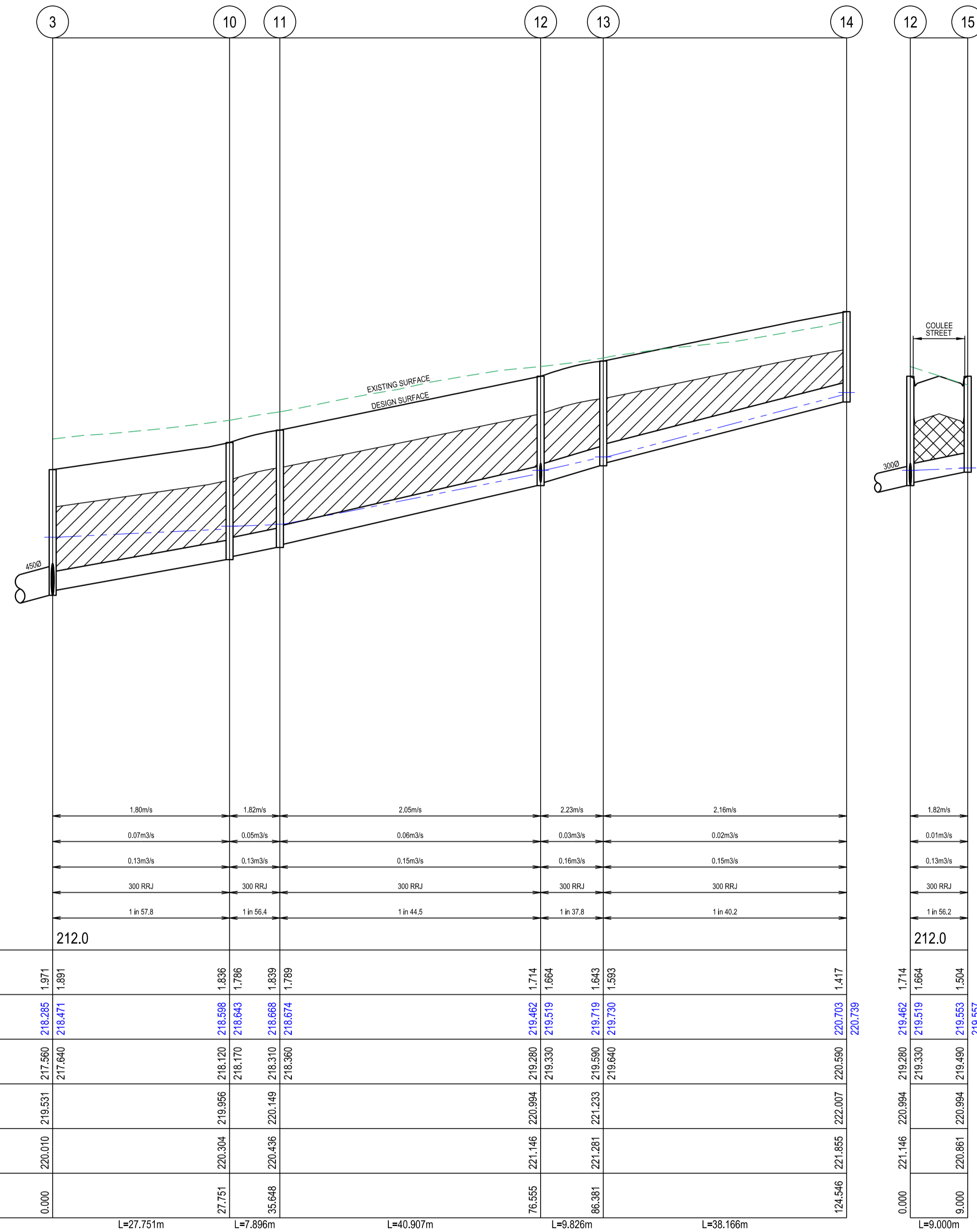
**DRAINAGE LONGITUDINAL SECTIONS**  
 SCALE HORIZONTAL 1:500  
 VERTICAL 1:50



DRAINAGE PIPES ARE TO BE CLASS 2 UNLESS OTHERWISE NOTED

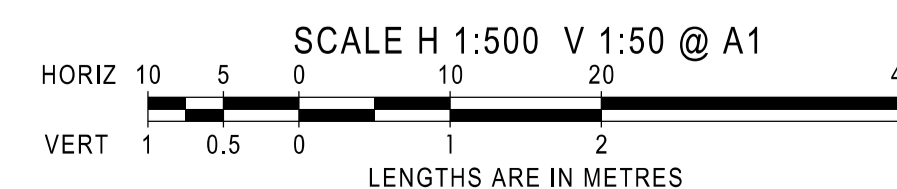
- INDICATES CRUSHED ROCK BACKFILL (CLASS 2)
- INDICATES CRUSHED ROCK BACKFILL (CLASS 3)
- INDICATES 5YR HGL

<p style="font-size: 2em; font-weight: bold;">PRELIMINARY</p>				<p style="font-weight: bold;">breese pitt dixon pty. ltd.</p> <p>land surveyors      civil engineers</p>		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
		MELWAY REF. 386-F-12		HIGHLANDS ESTATE		MUNICIPALITY	
		SURVEY VERIS		STAGE 257		HUME	
		DESIGN RH		DRAINAGE LONGSECTION		REFERENCE	
DRAWN RH				6661 E/257		SHEET 6 OF 10	
CHECKED		SCALE AS SHOWN		DATUM AHD		DATE MAR'21	
VER		DATE		REMARKS		P1	



**DRAINAGE LONGITUDINAL SECTIONS**

SCALE HORIZONTAL 1:500  
VERTICAL 1:50



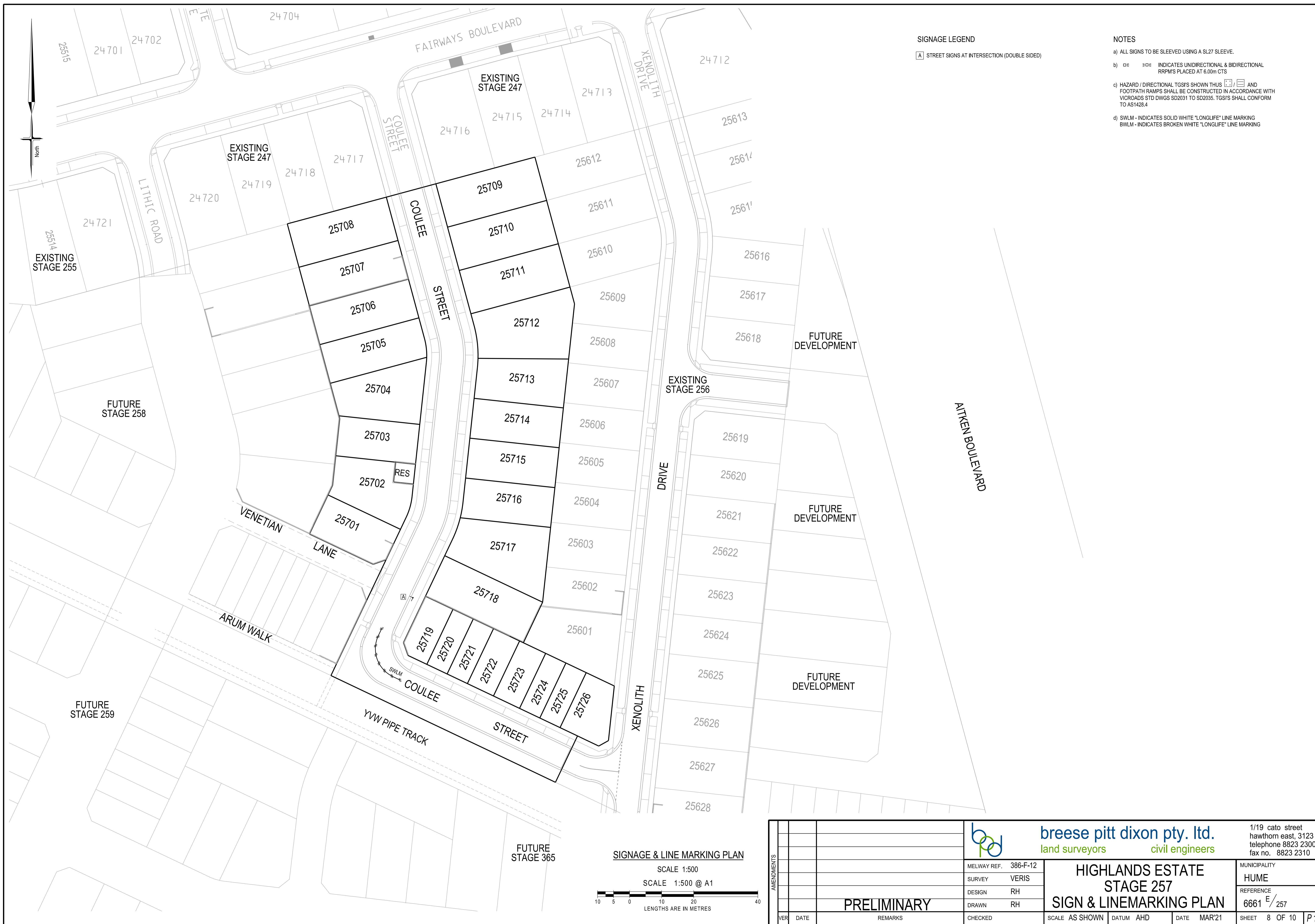
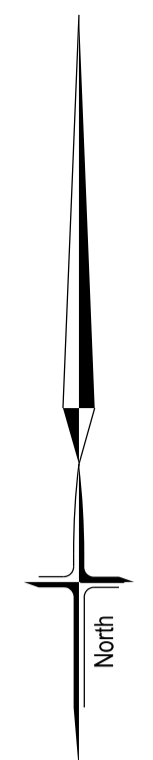
DRAINAGE PIPES ARE TO BE CLASS 2 UNLESS OTHERWISE NOTED

- INDICATES CRUSHED ROCK BACKFILL (CLASS 2)
- INDICATES CRUSHED ROCK BACKFILL (CLASS 3)
- INDICATES 5YR HGL

**PIT SCHEDULE**

PIT No.	PIT DESCRIPTION	LENGTH	WIDTH	INLET		OUTLET		TOP PIT RL	DEPTH INVERT	REMARKS
				INVERT	DIA	INVERT	DIA			
1	EXISTING ENDDPIPE			215.240	450			217.146	1.906	CONNECT TO EXISTING END OF PIPE (CONSTRUCTED WITH STAGE 256)
2	JUNCTION PIT	900	900	217.180	450	217.13	450	219.262	2.132	EDCM STD DWG 605 (PROVIDE HAUNCHING AS PER EDCM 607)
3	SIDE ENTRY PIT	900	600	217.610	450	217.56	450	219.531	1.971	EDCM STD DWG 603 & 605
				217.640	300					
				217.640	300					
4	JUNCTION PIT	900	600	217.980	450	217.93	450	219.898	1.968	EDCM STD DWG 605 JUNCTION PIT TO BE CONVERTED TO GRATED JUNCTION PIT WITH FUTURE WORKS
5	JUNCTION PIT	900	600	219.960	225	219.84	450	221.795	1.955	EDCM STD DWG 605 PROVIDE 450 DIA STUB AT IL219.89
				219.890	450					JUNCTION PIT TO BE CONVERTED TO GRATED JUNCTION PIT WITH FUTURE WORKS
6	JUNCTION PIT	900	600	221.630	225	221.58	225	222.457	0.877	EDCM STD DWG 605
7	JUNCTION PIT	900	600	222.110	225	222.06	225	222.938	0.878	EDCM STD DWG 605
8	JUNCTION PIT	900	600			222.44	225	223.521	1.081	EDCM STD DWG 605
9	SIDE ENTRY PIT	900	600			218.02	300	219.531	1.511	EDCM STD DWG 603 & 605
10	JUNCTION PIT	900	600	218.170	300	218.12	300	219.956	1.836	EDCM STD DWG 605 (PROVIDE HEAVY DUTY COVER)
11	JUNCTION PIT	900	600	218.360	300	218.31	300	220.149	1.839	EDCM STD DWG 605
12	SIDE ENTRY PIT	900	600	219.330	300	219.28	300	220.994	1.714	EDCM STD DWG 603 & 605
				219.330	300					
13	JUNCTION PIT	900	600	219.640	300	219.59	300	221.233	1.643	EDCM STD DWG 605 (PROVIDE HEAVY DUTY COVER)
14	JUNCTION PIT	900	600			220.59	300	222.007	1.417	EDCM STD DWG 605
15	SIDE ENTRY PIT	900	600			219.49	300	220.994	1.504	EDCM STD DWG 603 & 605

		<b>breese pitt dixon pty. ltd.</b> land surveyors civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
MELWAY REF. 386-F-12 SURVEY VERIS DESIGN RH DRAWN RH		<b>HIGHLANDS ESTATE STAGE 257 DRAINAGE LONGSECTION</b>		MUNICIPALITY <b>HUME</b> REFERENCE 6661 E/257	
<b>PRELIMINARY</b>		CHECKED		SCALE AS SHOWN DATUM AHD DATE MAR'21	
VER DATE REMARKS		SHEET 7 OF 10		P1	

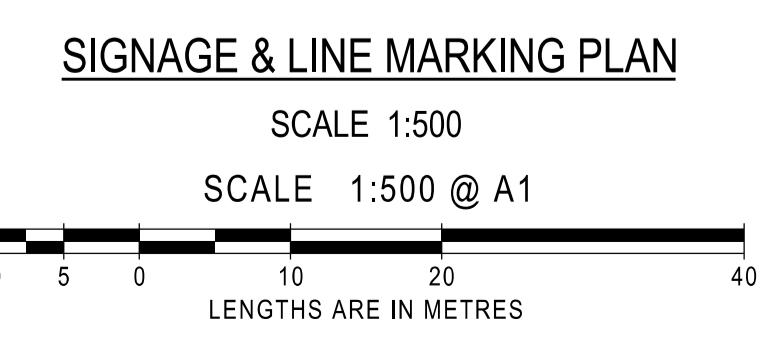


**SIGNAGE LEGEND**

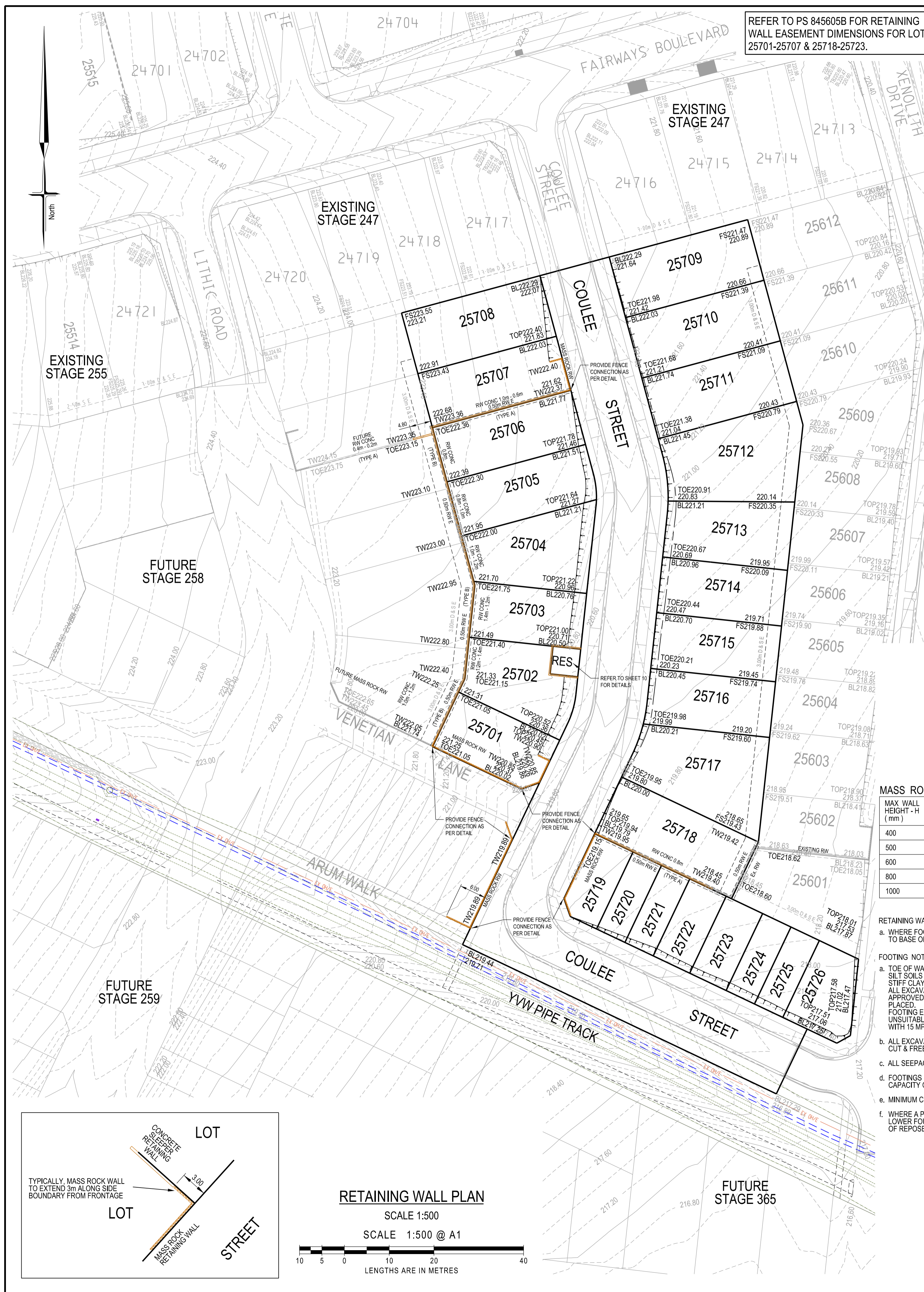
[A] STREET SIGNS AT INTERSECTION (DOUBLE SIDED)

**NOTES**

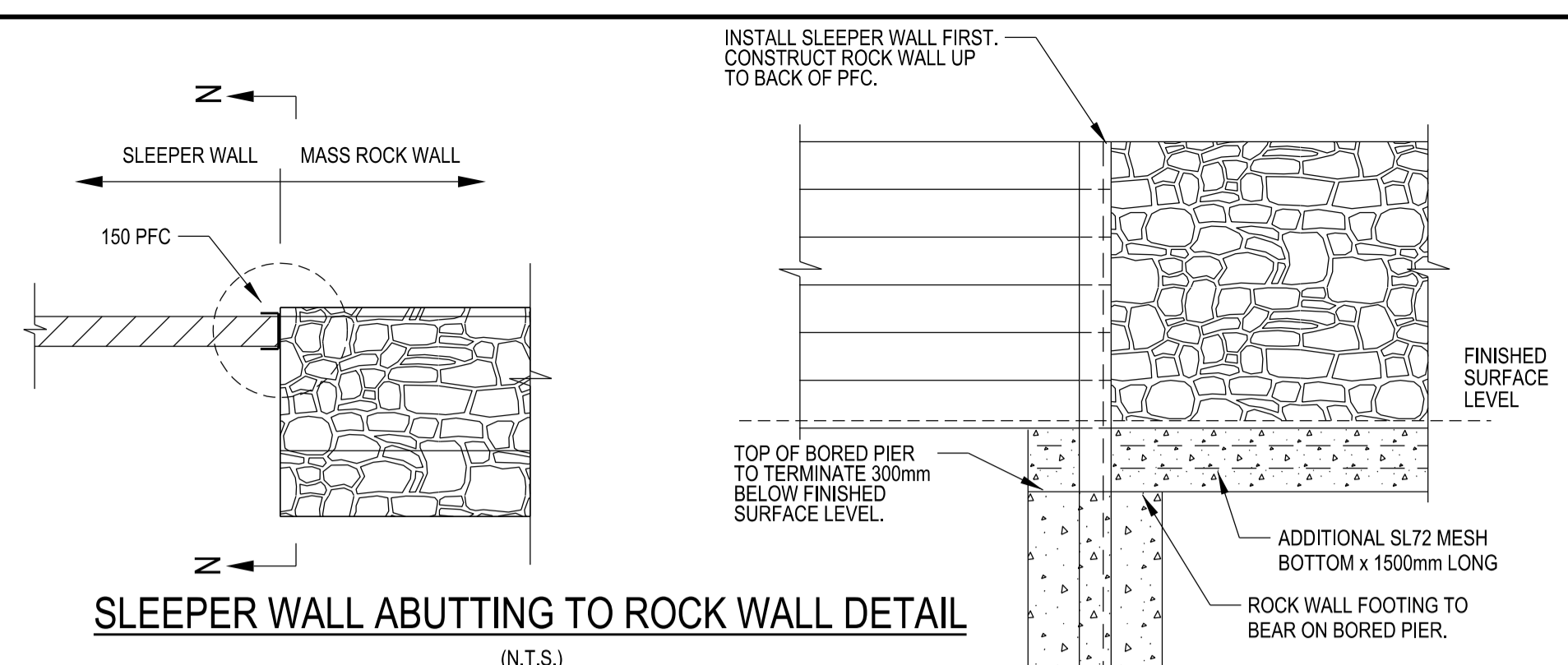
- a) ALL SIGNS TO BE SLEEVED USING A SL27 SLEEVE.
- b) [Symbol] [Symbol] [Symbol] INDICATES UNIDIRECTIONAL & BIDIRECTIONAL RRPM'S PLACED AT 6.00m CTS
- c) HAZARD / DIRECTIONAL TGSIS SHOWN THUS [Symbol] [Symbol] AND FOOTPATH RAMP'S SHALL BE CONSTRUCTED IN ACCORDANCE WITH VICROADS STD DWGS SD2031 TO SD2035. TGSIS SHALL CONFORM TO AS1428.4
- d) SWLM - INDICATES SOLID WHITE "LONGLIFE" LINE MARKING  
BWLm - INDICATES BROKEN WHITE "LONGLIFE" LINE MARKING



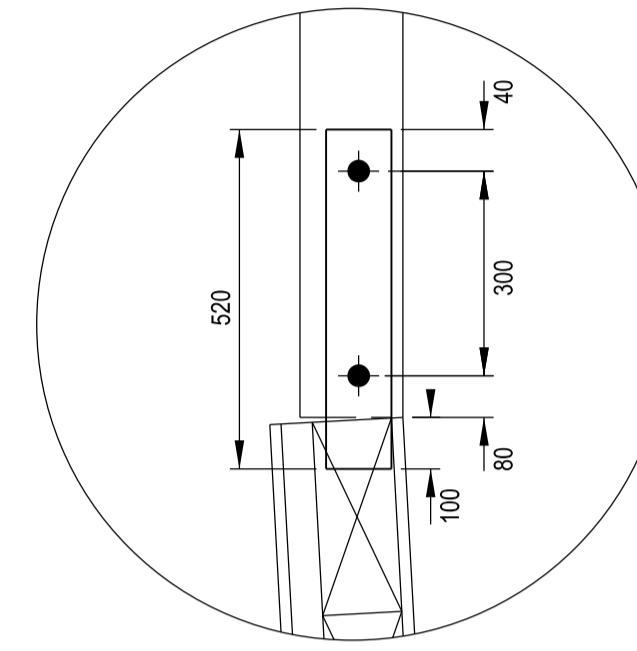
AMENDMENTS		 <b>breese pitt dixon pty. ltd.</b> land surveyors civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310			
				MUNICIPALITY <b>HUME</b>			
<b>PRELIMINARY</b>		MELWAY REF. 386-F-12	<b>HIGHLANDS ESTATE</b> <b>STAGE 257</b> <b>SIGN &amp; LINEMARKING PLAN</b>		REFERENCE 6661 E/257		
		SURVEY VERIS			SHEET 8 OF 10		
VER	DATE	REMARKS	CHECKED	SCALE AS SHOWN	DATUM AHD	DATE MAR'21	P1



REFER TO PS 845605B FOR RETAINING WALL EASEMENT DIMENSIONS FOR LOTS 25701-25707 & 25718-25723.



SLEEPER WALL ABUTTING TO ROCK WALL DETAIL (N.T.S.)



TYPICAL CLEAT DETAIL (N.T.S.)

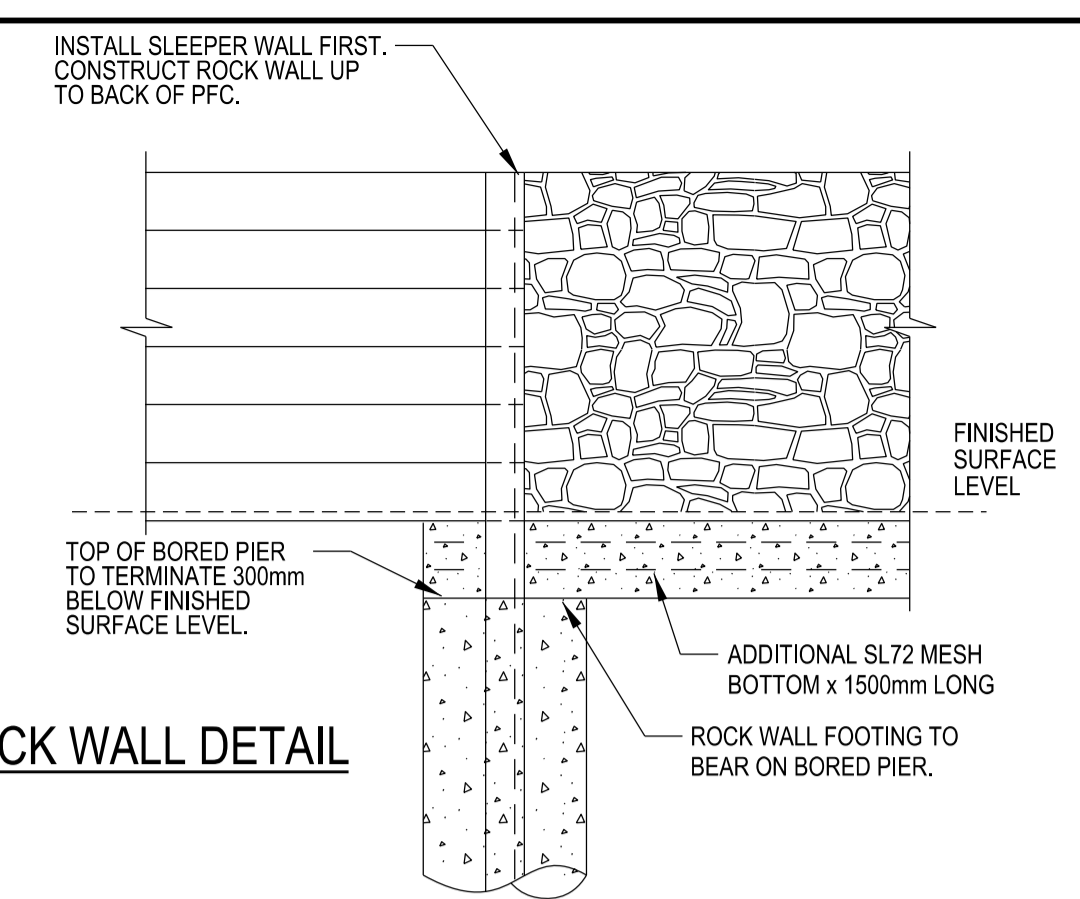
RETAINING WALL DIMENSIONS			
MAX WALL HEIGHT - H (mm)	PIER DEPTH - D (mm)	GAL SOLDIER SIZE (mm)	PIER DIA - P (mm)
400	600	150 UB 14	450
600	900	150 UB 14	450
800	1200	150 UB 14	450
1000	1500	150 UB 14	450
1200	1800	150 UB 14	450
1400	2100	150 UB 18	450

- NOTES:
- 1) ALL STEELWORK IS TO BE HOT DIPPED GALVANISED.
  - 2) IF BEDROCK OR BASALT BOULDER IS ENCOUNTERED DURING PIER DRILLING PROVIDE 600 MIN SOCKET INTO SOLID ROCK.
  - 3) ALL SOLDIERS TO BE FOUNDED AT DEPTH 'D' OR 1000mm BELOW THE INVERT OF THE ADJACENT EXISTING SERVICE, WHICHEVER IS THE GREATER. REFER DRAIN & SEWER LS FOR DEPTHS.

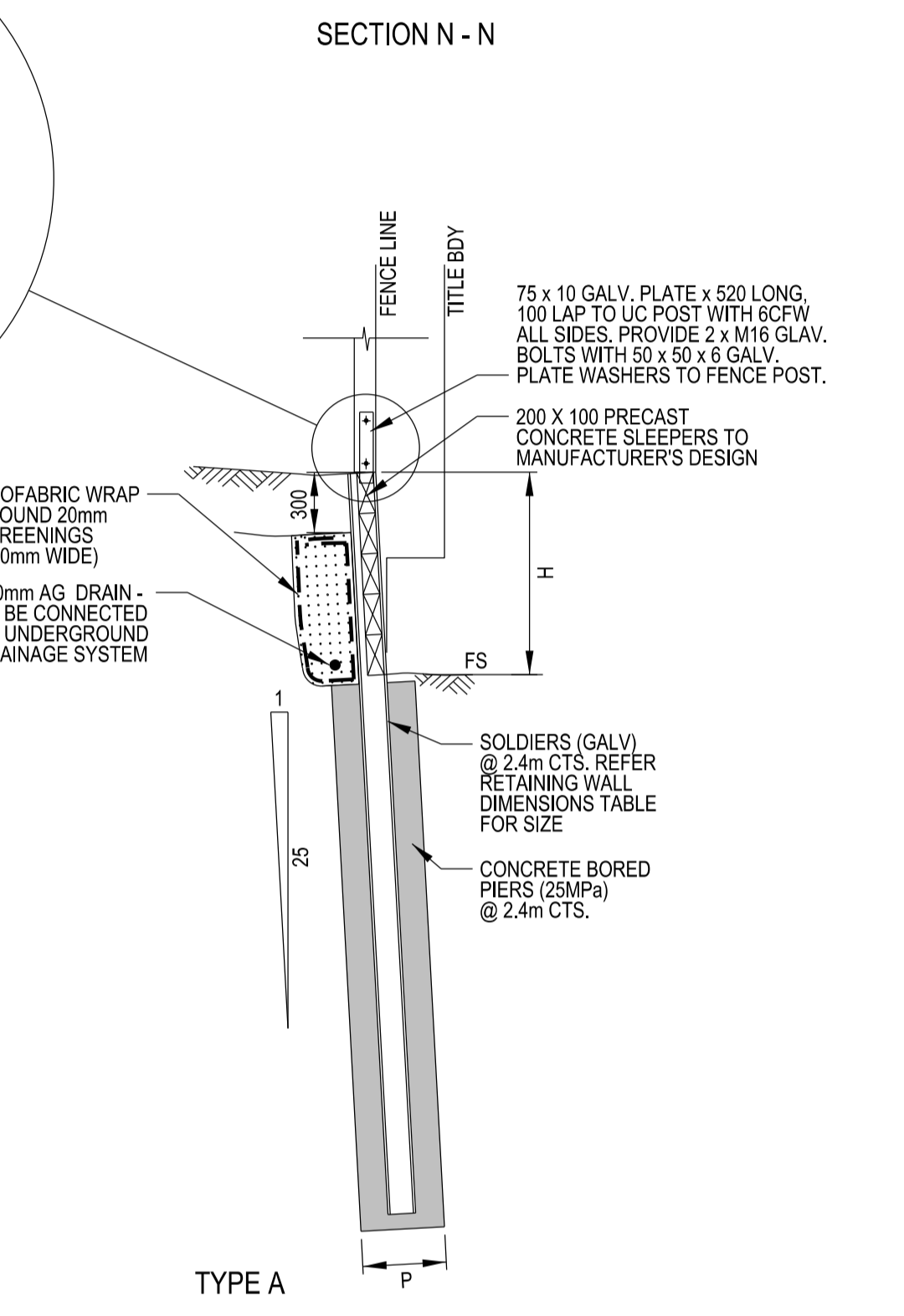
MASS ROCK RETAINING WALL SCHEDULE

MAX WALL HEIGHT - H (mm)	FOUNDING DEPTH - D (mm)	BASE WIDTH - B (mm)	FRONT FACE SETBACK - S (mm)	CREST WIDTH - C (mm)
400	300	450	15	300 (500)*
500	300	500	15	300 (500)*
600	300	500	30	300 (500)*
800	300	550	30	300 (500)*
1000	300	600	30	300 (500)*

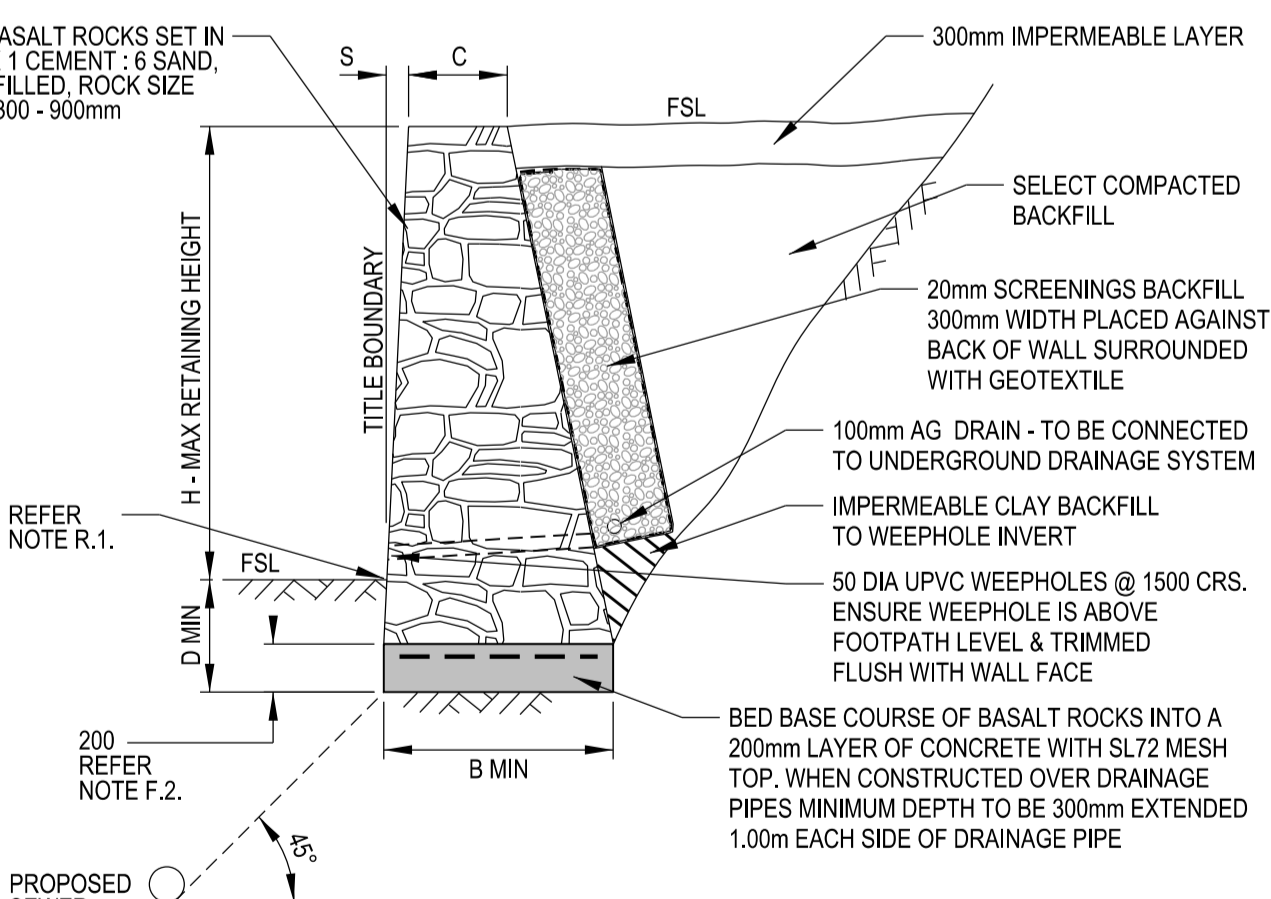
- RETAINING WALL NOTE R.1.
- WHERE FOOTPATH ABUTS RETAINING WALL CONTINUE CONCRETE UP TO BASE OF RETAINING WALL
- FOOTING NOTE F.2.
- TOE OF WALL SHALL PENETRATE THROUGH ANY FILL MATERIAL & THE NATURAL SILT SOILS TO BE FOUNDED AT LEAST 100mm INTO THIS UNDERLYING NATURAL STIFF CLAY OR WEATHERED ROCK. ALL EXCAVATIONS SHALL HAVE FOUNDING DEPTHS AND BEARING CAPACITY APPROVED BY THE ENGINEER OR BUILDING SURVEYOR BEFORE CONCRETE IS PLACED. FOOTING EXCAVATIONS WHICH ARE DEEPEENED TO PENETRATE THROUGH UNSUITABLE SOILS SHALL BE BACKFILLED UP TO UNDERSIDE OF FOOTINGS WITH 15 MPa BLINDING CONCRETE.
  - ALL EXCAVATION FOUNDING SURFACES SHALL BE LEVEL (NOT INCLINED) CLEAN CUT & FREE OF MUD OR WATER.
  - ALL SEEPAGE INFLOW SHALL BE REMOVED BEFORE PLACEMENT OF CONCRETE.
  - FOOTINGS SHALL BE FOUNDED IN STIFF NATURAL CLAY HAVING A SAFE BEARING CAPACITY OF 100kPa.
  - MINIMUM CREST WIDTH (500) WHERE FENCE POST SUPPORT IS REQUIRED.
  - WHERE A PARALLEL SEWER IS PROPOSED ADJACENT TO THE RETAINING WALL, LOWER FOUNDING DEPTH 'D' TO ENSURE SEWER PIPE IS ABOVE THE 45° ANGLE OF REPOSE.



SECTION N-N



CONCRETE SLEEPER RETAINING WALL (Dimensions in millimetres) (N.T.S.)

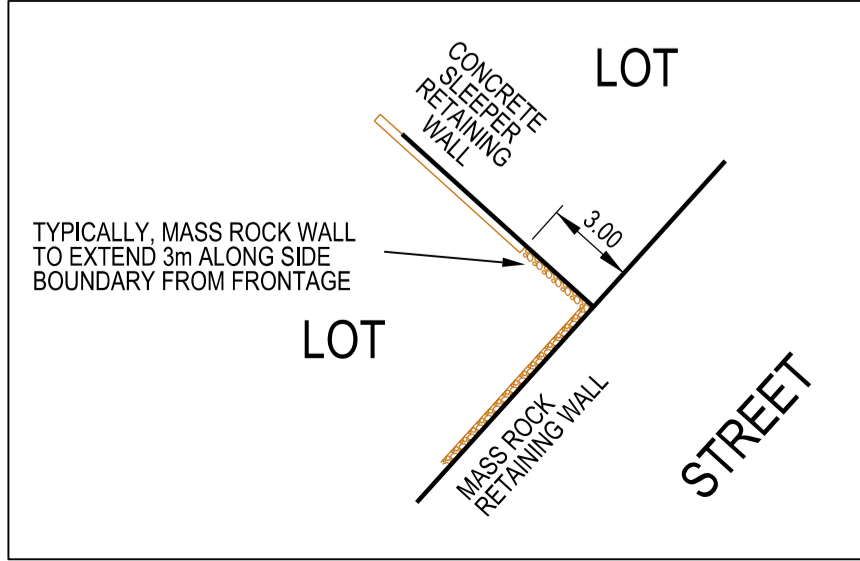


TYPICAL MASS ROCK RETAINING WALL DETAIL (Dimensions in millimetres) (N.T.S.)

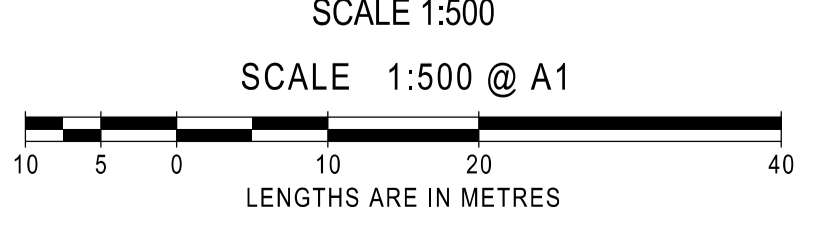
**SYMBOL LEGEND**

Drains	Prop	Prev Stage	Ex/Natural/FS Level	-28.57	-NS08.57
Sewer < 3000	S	S	FS @ Building Line	-BL28.57	-FS08.57
Sewer ≥ 3000	S	S	Top/Toe of Batter	-TOP28.57	-TOE28.57
Water (DW)	W	W	Top/Toe Ret. Wall Level	-TW28.57	-TOE28.57
Water (DW)	W	W	100yr Flood Level	-FL28.57	
House Drain	H	H	Fill Proposed (<0.3m/20.3m)		
Property Inlet	I	I	Cut Proposed		
Street Sign	St	St	Asphalt Surface Prop		
PSM	PSM	PSM	Concrete Surface Prop (Paths/Driveways/Slabs)		
Rock Ret Wall	R	R	Tree To Be Removed		
Sleeper Ret Wall	S	S	Tree To Be Retained with Tree Protection Zone (TPZ)		
Conduits 50mm	C	C			
Conduits 100mm	C	C			
Street Tree without/with Passive Irrigation (Refer Detail)	T	T			
Ex Drains	Ex D	Ex D			
Ex Water DW/DW	Ex W	Ex W			
Ex Sewer/Gas	Ex S	Ex S			
Ex Elect/Comm	Ex E	Ex E			

**WARNING**  
BEWARE OF UNDERGROUND SERVICES  
THE LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

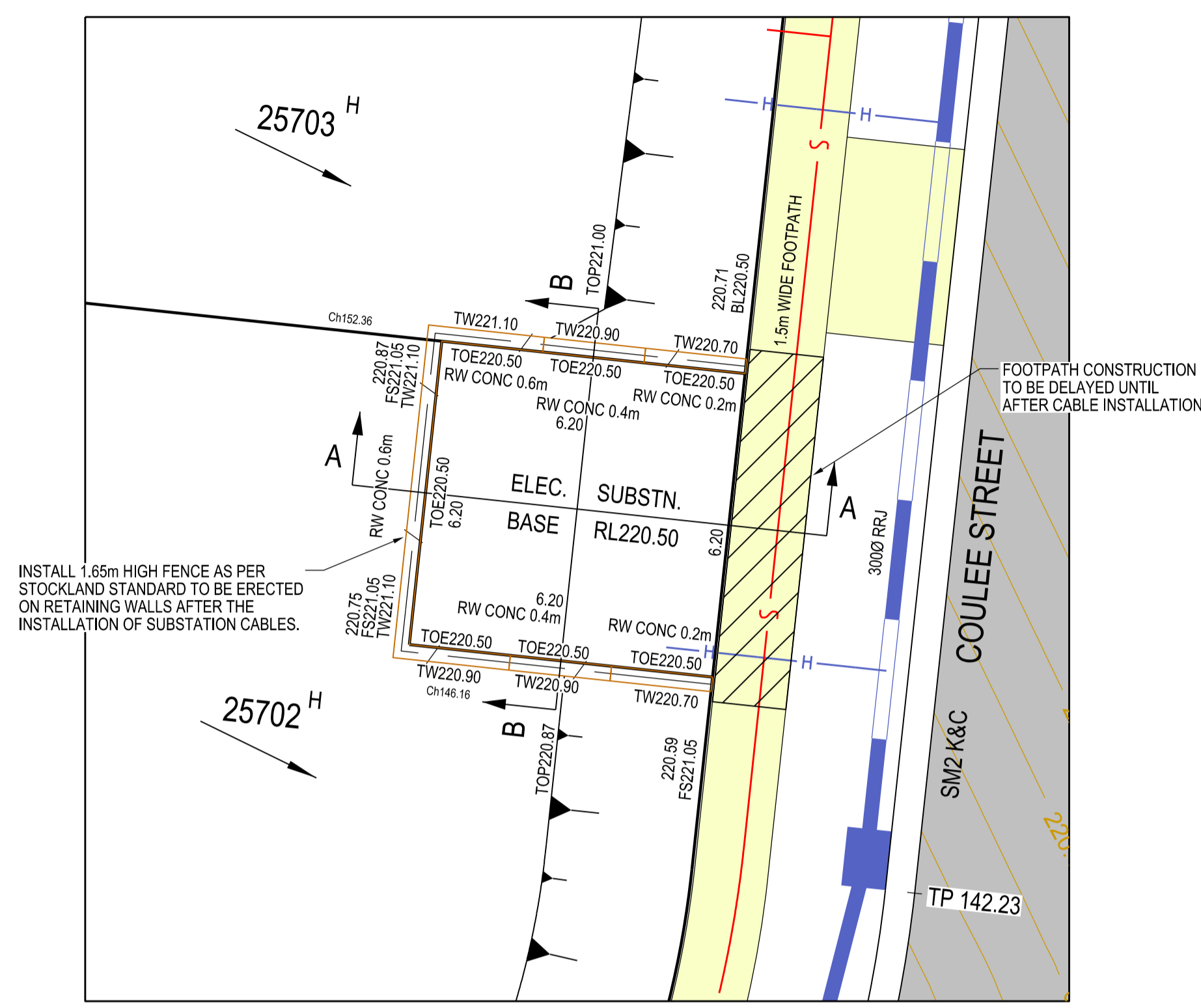
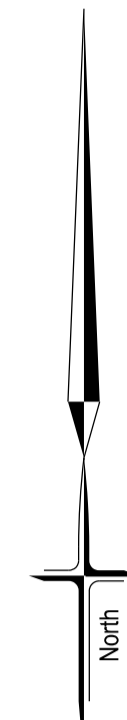


RETAINING WALL PLAN



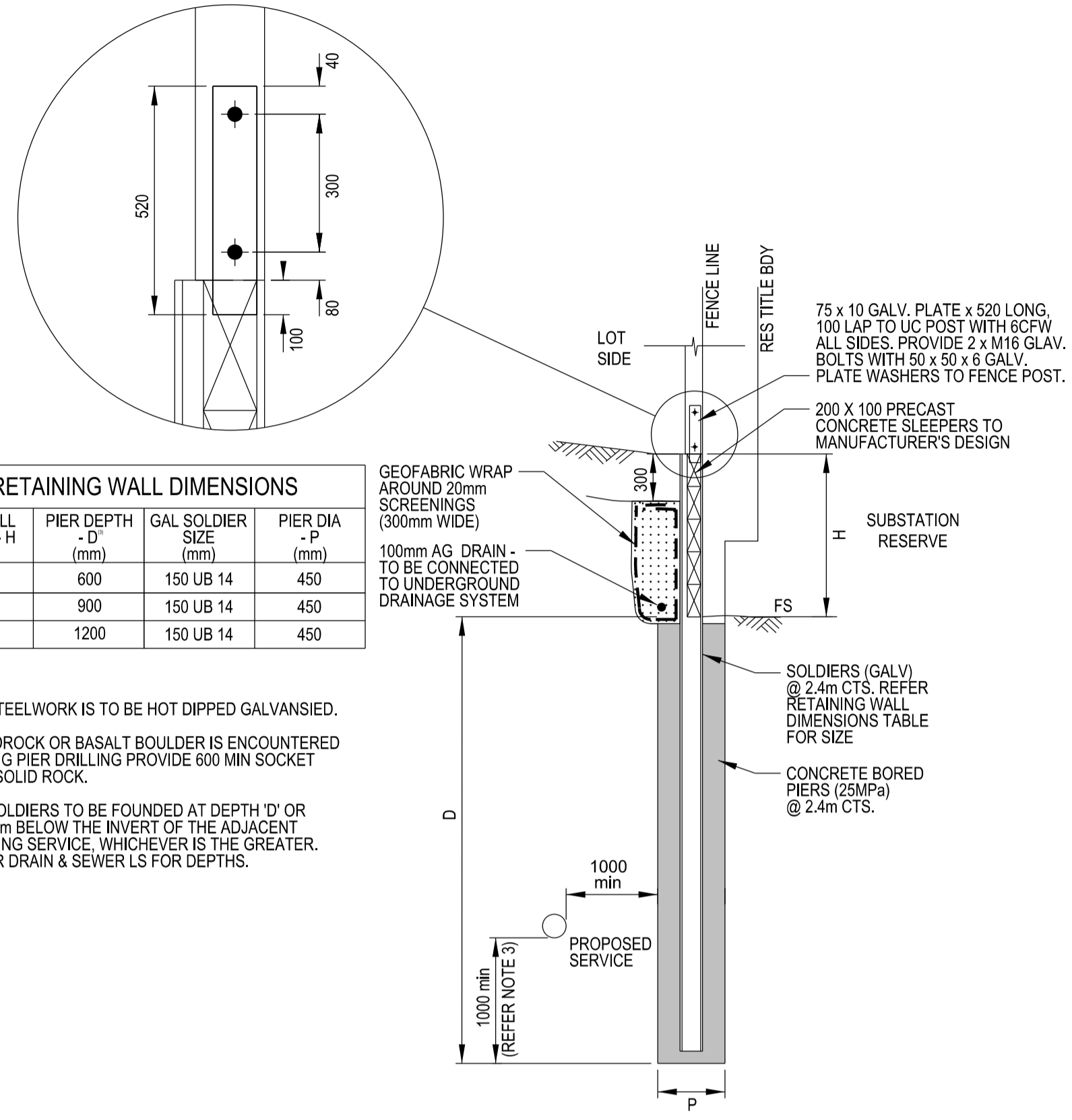
AMENDMENTS		bpd breese pitt dixon pty. ltd. land surveyors civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
MELWAY REF.	386-F-12	HIGHLANDS ESTATE		MUNICIPALITY	
SURVEY	VERIS	STAGE 257		HUME	
DESIGN	RH	RETAINING WALL PLAN		REFERENCE	
DRAWN	RH	PRELIMINARY		6661 E/257	
CHECKED		SCALE	AS SHOWN	DATUM	AHD
DATE		DATE	MAR'21	SHEET	9 OF 10





**ELECTRICAL SUBSTATION SITE WORKS PLAN**

SCALE 1:100

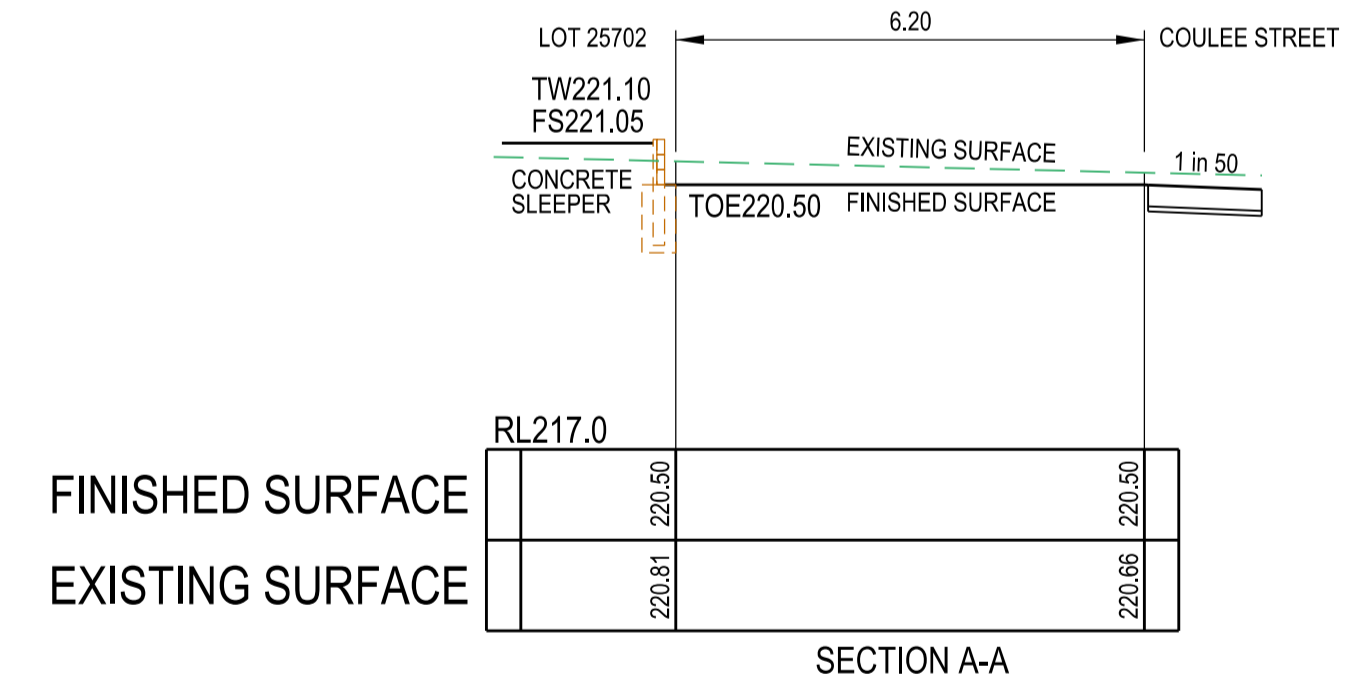


RETAINING WALL DIMENSIONS			
MAX WALL HEIGHT - H (mm)	PIER DEPTH - D (mm)	GAL SOLDIER SIZE (mm)	PIER DIA - P (mm)
400	600	150 UB 14	450
600	900	150 UB 14	450
800	1200	150 UB 14	450

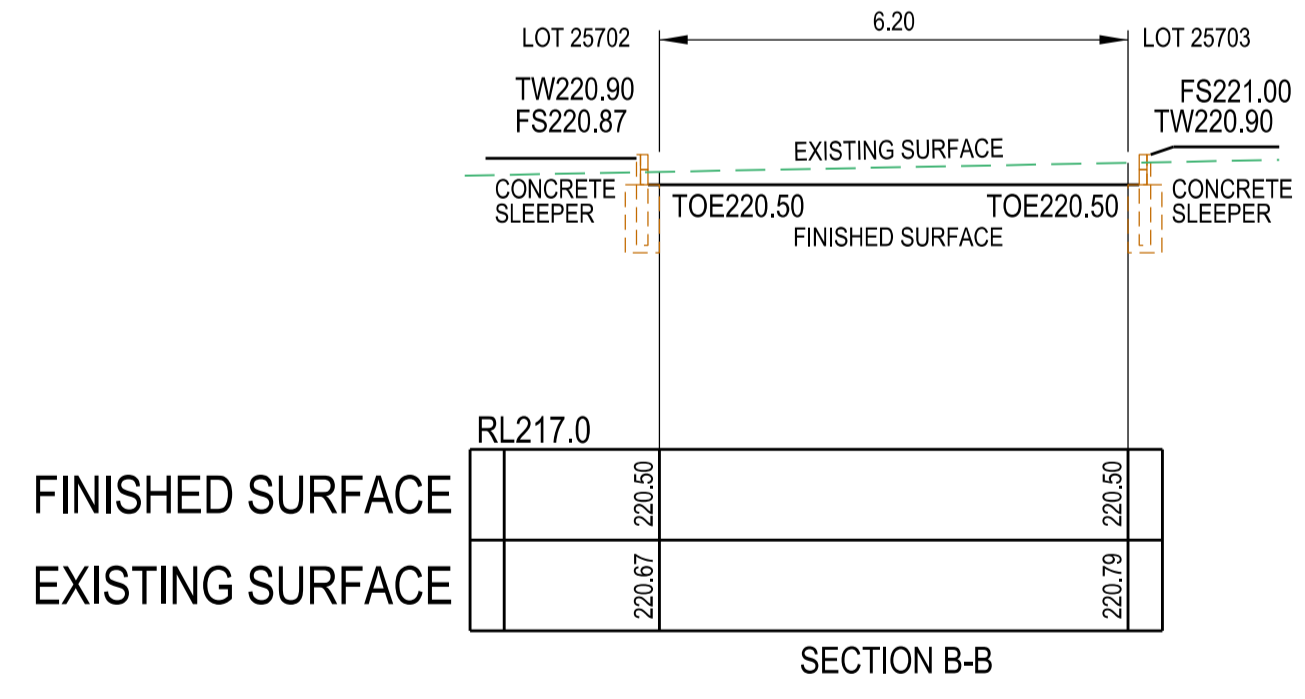
- NOTES:
- 1) ALL STEELWORK IS TO BE HOT DIPPED GALVANISED.
  - 2) IF BEDROCK OR BASALT BOULDER IS ENCOUNTERED DURING PIER DRILLING PROVIDE 600 MIN SOCKET INTO SOLID ROCK.
  - 3) ALL SOLDIERS TO BE FOUNDED AT DEPTH 'D' OR 1000mm BELOW THE INVERT OF THE ADJACENT EXISTING SERVICE, WHICHEVER IS THE GREATER. REFER DRAIN & SEWER LS FOR DEPTHS.

**CONCRETE SLEEPER RETAINING WALL AT SUBSTATION RESERVE**

(Dimensions in millimetres)  
(N.T.S.)



SECTION A-A



SECTION B-B

SCALE HORIZ 1:100  
VERT 1:100

- NOTE:- a) INSTALLATION OF SUBSTATION SITE DRAINAGE AND THE FOOTPATH IN FRONT OF SUBSTATION RESERVE ARE NOT TO BE CONSTRUCTED UNTIL THE COMMISSIONS CABLES ARE INSTALLED.
- b) 1.65m HIGH FENCE AS PER STOCKLAND STANDARD TO BE ERECTED AFTER THE INSTALLATION OF SUBSTATION CABLES.

AMENDMENTS		<b>breese pitt dixon pty. ltd.</b> land surveyors      civil engineers		1/19 cato street hawthorn east, 3123 telephone 8823 2300 fax no. 8823 2310	
MELWAY REF. 386-F-12		<b>HIGHLANDS ESTATE          STAGE 257          ELEC SUBSTATION DETAILS</b>		MUNICIPALITY HUME	
SURVEY VERIS				REFERENCE 6661 E/257	
DESIGN RH		DRAWN RH		SHEET 10 OF 10	
PRELIMINARY		CHECKED		DATE MAR'21	
VER	DATE	REMARKS	SCALE AS SHOWN	DATUM AHD	P1

## **ANNEXURE C – Design Essentials**

# *Premium design essentials*



**Stockland**  
*it's your place*

Freecall **1800 72 71 70**  
**stockland.com.au**

<b>INTRODUCTION</b>	04
Stockland's Commitment & Objective	
The Community Vision	
Promoting Good Design	
<b>DESIGN APPROVAL</b>	05
Submission Requirements	
The Process	
Developer's Responsibility	

## THE DESIGN ESSENTIALS

<b>01</b> SITING AND SERVICING YOUR HOME	07
<b>02</b> THE STYLE OF YOUR HOME	08
<b>03</b> HOW YOUR HOME ADDRESSES THE STREET	10
<b>04</b> FINISHING THE OUTSIDE OF YOUR HOME	15
<b>05</b> FENCING YOUR HOME	17
<b>06</b> HOW TO MAKE ADDITIONS TO YOUR HOME	20

# INTRODUCTION

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## *Stockland's Commitment & Objective*

Stockland's commitment to you is to encourage and showcase quality urban design. Stockland's objective is to create a pleasant living environment that is centred around a strong sense of community and provides a variety of housing solutions to suit a diverse range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document.

They have been created to:

- Encourage visually appealing streetscapes.
- Promote environmentally responsible development.
- Provide certainty about the standard of housing.
- Assure you that everyone will contribute equally to achieving a strong neighbourhood character.
- Protect your investment.
- Promote a modern Australian architectural style that responds to the Australian climate and fosters a cohesive streetscape, and
- Deliver on 'The Community Vision'.

## *The Community Vision*

Stockland is presented with a unique opportunity to deliver a high quality master planned community. It will provide a wide range of high quality public and private facilities and market leading housing choices in a variety of landscape settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

This community will offer an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

## *Promoting Good Design*

The Design Essentials encourage a cohesive streetscape whilst promoting variety in house design.

The Essentials are designed to create a neighbourhood that is visually interesting, promotes diversity and is of a consistent high quality. To achieve this objective the Design Essentials facilitate good residential design.

By following the Design Essentials carefully you will help to contribute to the creation of a more desirable neighbourhood and enhance the value of your home and community.

# DESIGN APPROVAL

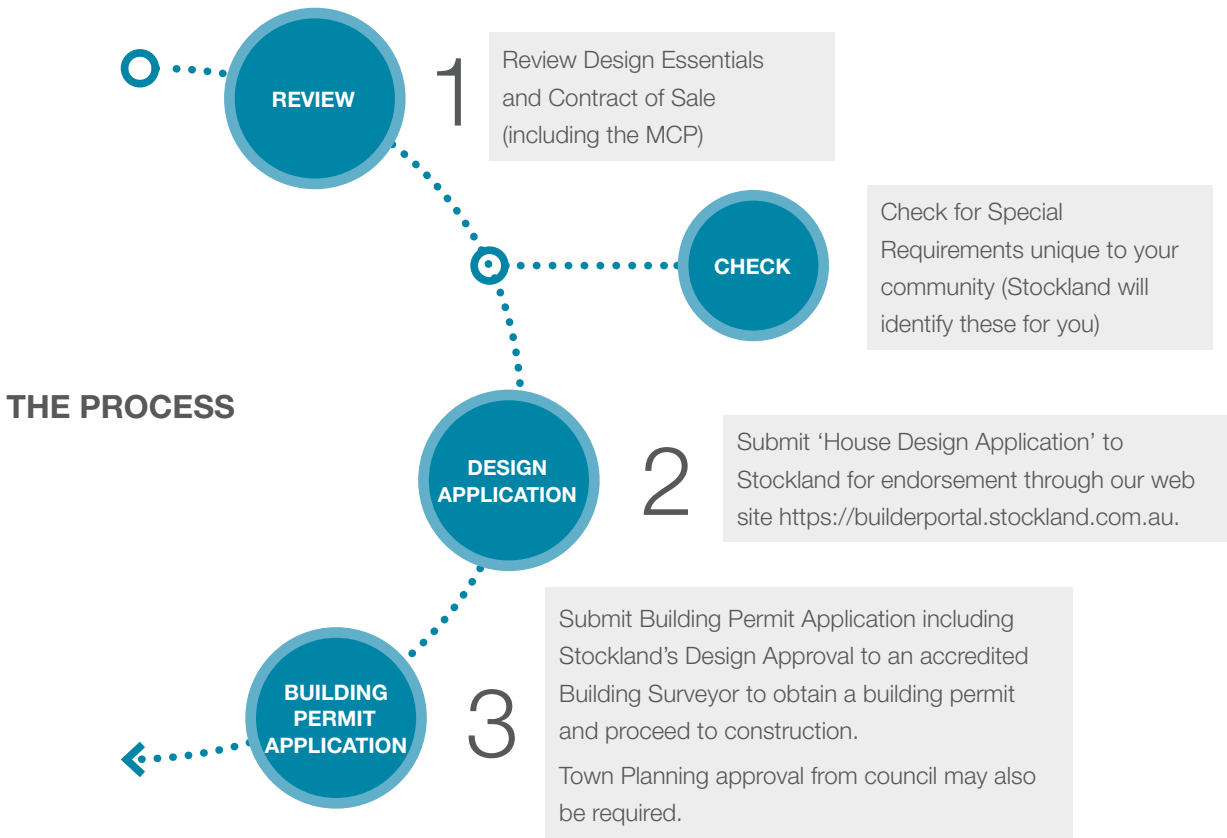
## Submission Requirements

In order to build, you must apply and have an application package approved by Stockland's Architect. Design Approval by Stockland does not constitute building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building permit must be obtained from the local Council or a private Building Surveyor before construction can commence.

## The Process

Stockland's Architect will endeavour to assess proposals in the shortest possible time, generally within ten business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Architect, or any other queries, should be directed to the Stockland Covenant Administrator.



## Developer's Responsibility

Whilst Stockland will endeavour to ensure compliance with these Design Essentials wherever possible, Stockland will not be responsible or liable to any person for any loss, damage or injury arising whether directly or indirectly from any non-compliance with these Design Essentials.

# *The Design Essentials*

# 01

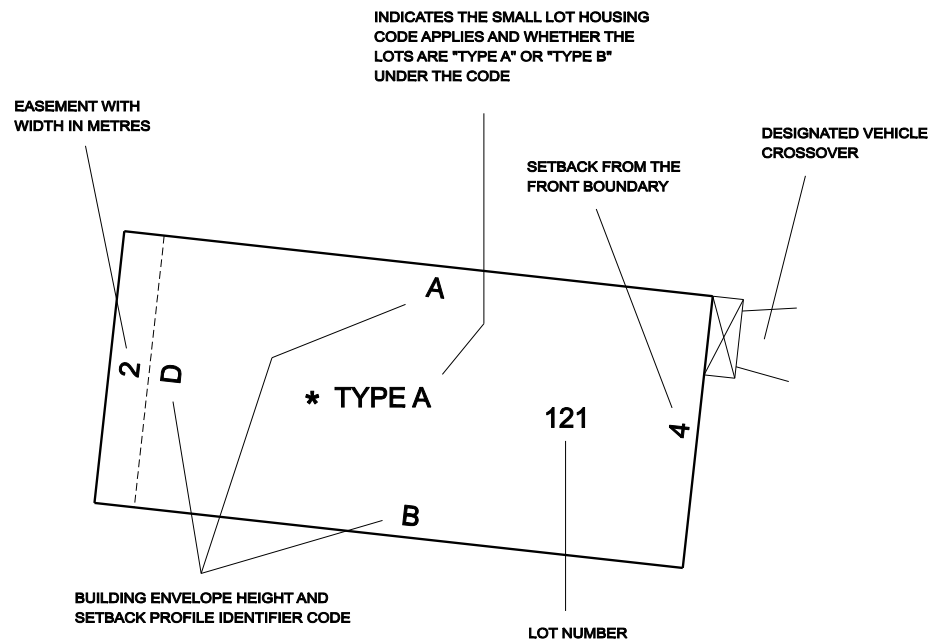
## SITING AND SERVICING YOUR HOME

### Minimum Setbacks

All minimum setbacks must be as shown on the Building Envelope plan contained within the Memorandum of Common Provisions (MCP) provided by Stockland in your contract of sale.

### Service Connections

You must ensure that your home is connected to all available in ground services according to the service provider's standards including the purple pipe system for recycled water and the broad band optic fibre network if present.



*Example of Building Envelope Plan in the Memorandum of Common Provisions (MCP)*



# 02

## THE STYLE OF YOUR HOME

*Choosing a home style that fits in with your neighbourhood*

### Home Style

Your Home design must be either “Contemporary” or “Hampton-inspired” in keeping with the other homes in your street.

Faux heritage styles and detailing will not be permitted unless it is in keeping with the above architectural styles.



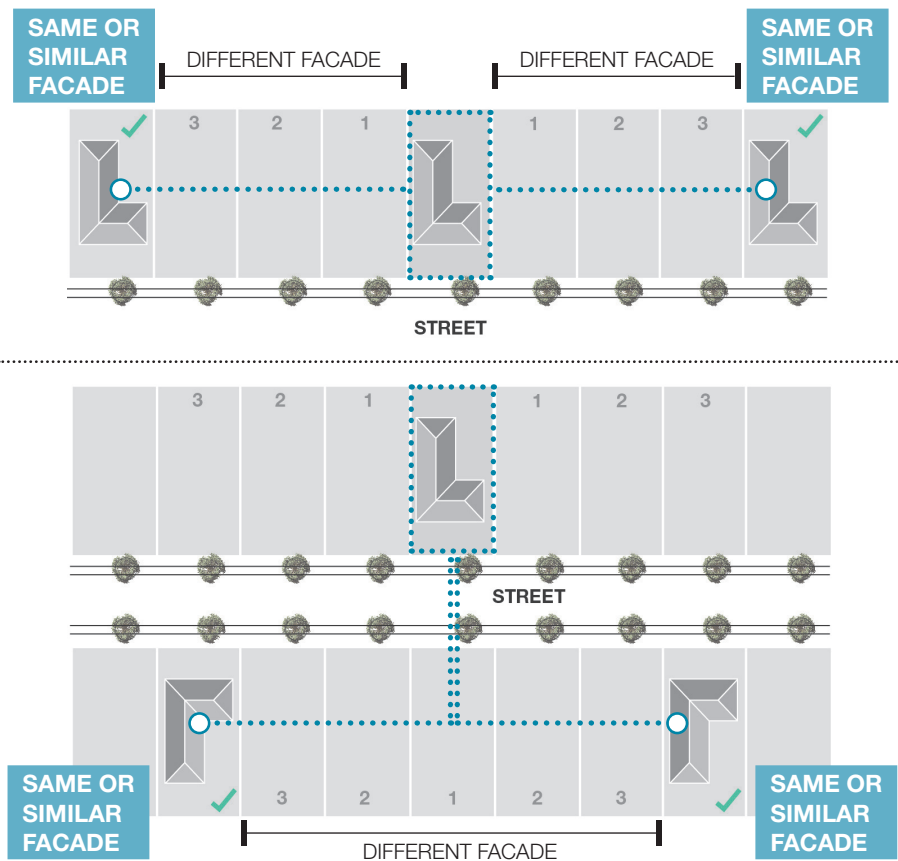
**X** *Faux heritage features not permitted*

**✓** *Contemporary Facade*

### House design separation

The house may not be the same as one within three lots either side or across the street, unless:

- It is approved in writing by Stockland and/or
- The house is part of a row of terraced homes or a medium density development.



### Roof Pitch

A minimum roof pitch of 25 degrees is required unless it is a skillion roof, in which case it must have a minimum roof pitch of 10 degrees and a maximum roof pitch of 15 degrees.

### Eaves

Eaves a minimum of 450mm deep are required for sections of roof visible from the street, with a minimum 2 metre return on the side.

Eaves a minimum of 450mm deep are required to all sides of double storey components.

### Parapet Walls

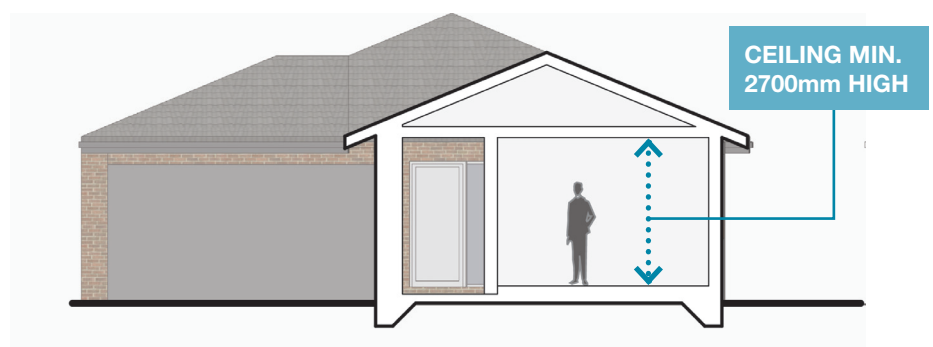
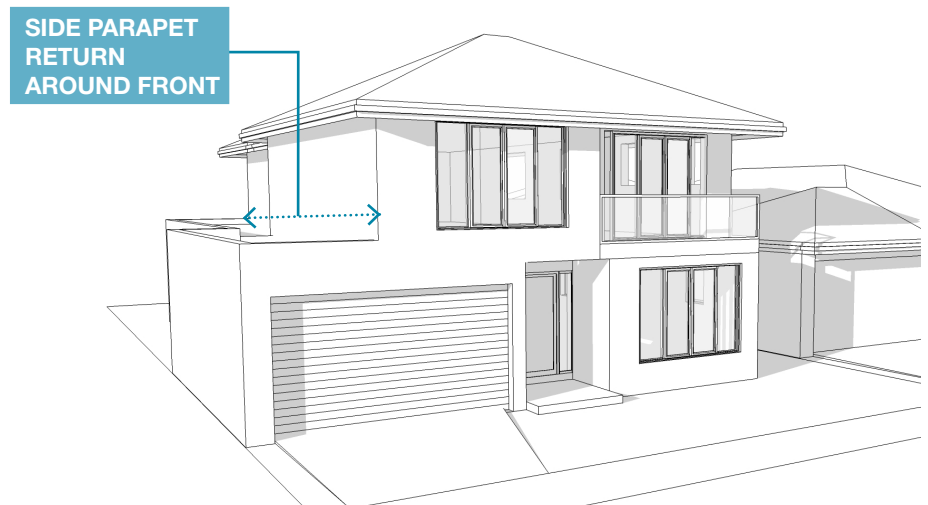
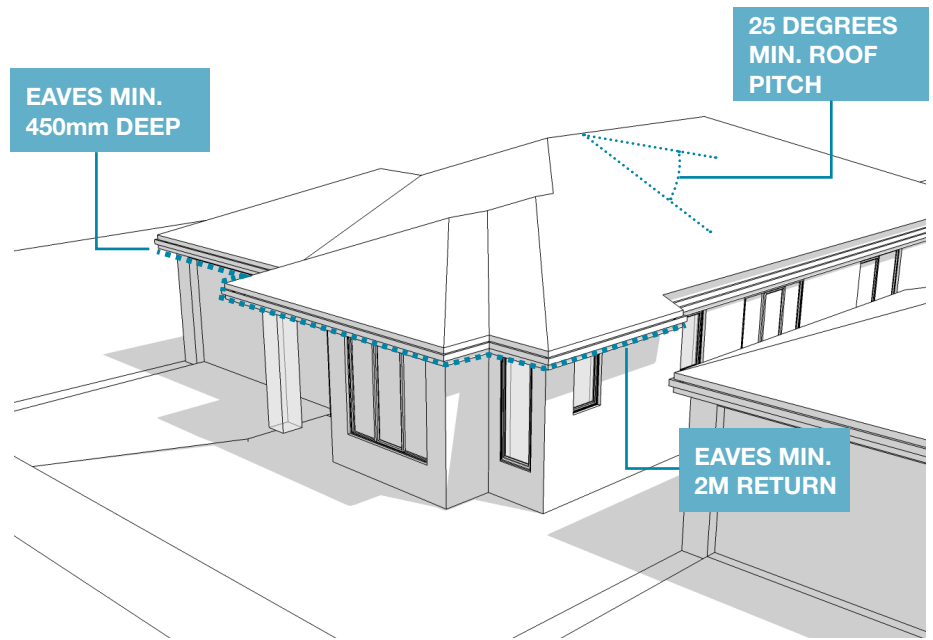
Flat roofs less than 5 degrees must be fully concealed by a parapet.

Any side parapet wall must return around the front façade and must not create a 'step' in the front façade wall.

### Ceiling Heights

Your home must have a minimum ceiling height of 2700mm.

Double storey designs have minimum ceiling heights for the second storey in accordance with Building Regulations.



# 03

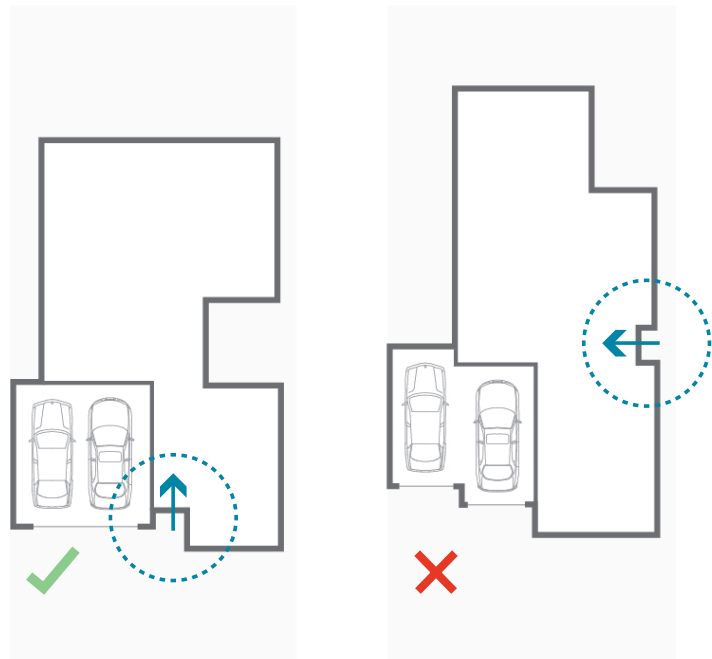
## HOW YOUR HOME ADDRESSES THE STREET

### Front Door facing the Street

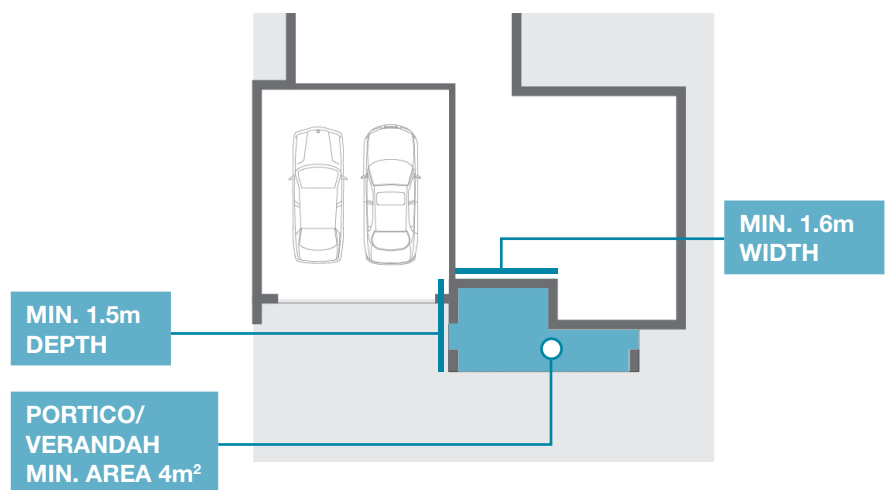
Your home must have a front door facing the street and either a verandah, porch or portico.

### Porch, Portico or Verandah size

Your home must have a porch, portico or verandah with a minimum area of 4.0 square meters with a minimum depth of 1.5m and a minimum width of 1.6m at some point.



Front Door facing the street



Porch, Portico or Verandah Size

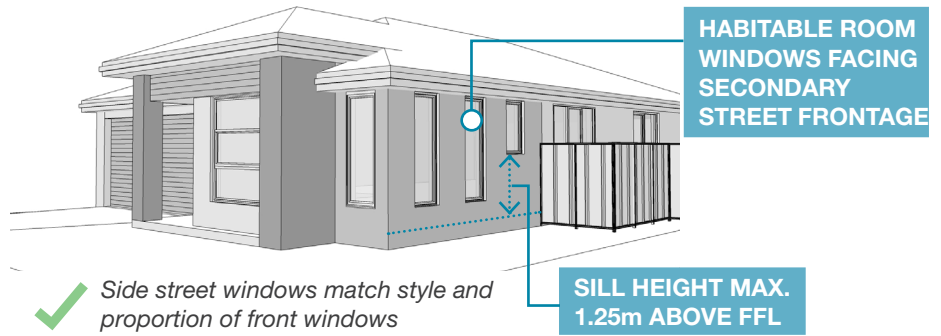
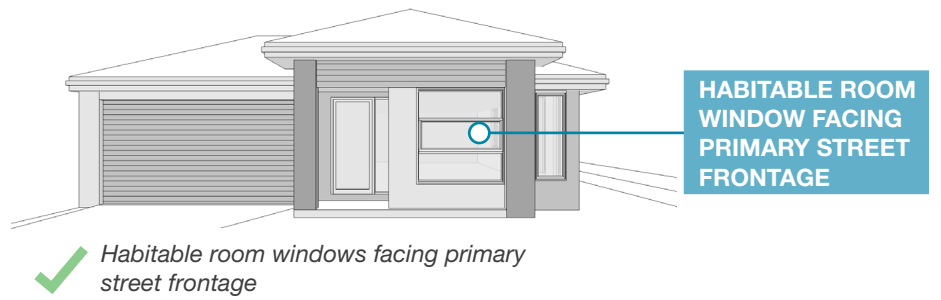
## Windows

Your home must have a minimum of 1 habitable room window on each facade facing both the primary and secondary street frontages.

Windows that are readily visible from the street must be consistent in style and proportion and must have a maximum sill height of 1.25m above the finished floor level. These windows include:

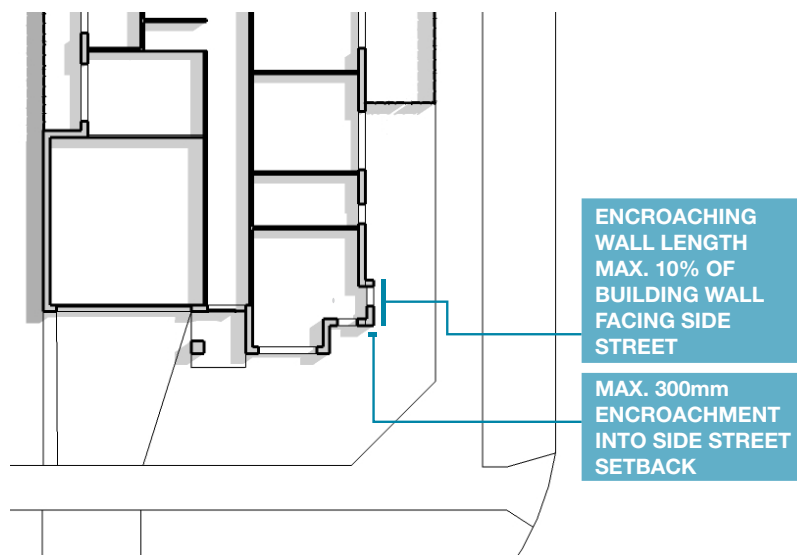
- ground floor and upper storey windows on the front facade facing the primary street frontage, and
- ground floor and upper storey windows forward of the corner fence return facing the secondary street frontage.

Blank walls with no windows are not permitted on any facade visible from both primary and secondary street frontages.



## Corner Lots

A building on a corner lot may encroach not more than 300 millimetres into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.



**Second Storey Facade Articulation**

Front or side street and rear laneway facing second storey facades must incorporate balconies and/or additional setbacks and articulation.

**External Materials**

All external materials and colours must suit the character of the neighbourhood and be submitted to Stockland for approval.

Any façade of your home visible from a street or public space must have a minimum area of 40% of a material or colour contrasting with the main material or colour.

The 40% is calculated excluding windows, doors, and garage doors and other openings.

Single storey colour and material requirements apply to the second storey.

For homes on corner and rear accessed lots, architectural treatment, façade elements, roof articulation, materials & colours incorporated on the front facade must return along the secondary street frontage up to the corner fence return. Refer to corner fence requirements.

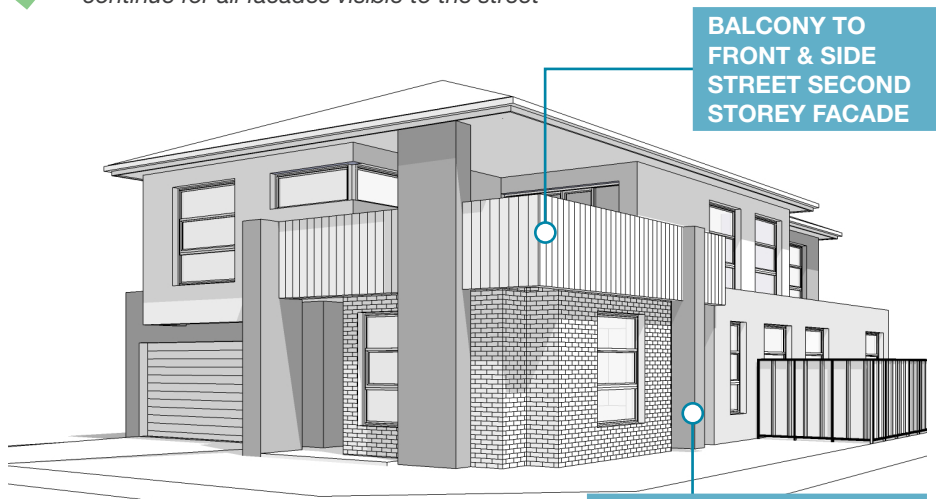
**Roof, gutters and downpipes**

Gutter & fascia colours are to match the roof colour. Downpipe colours must not contrast with wall colour.

Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement, tray deck sheeting.



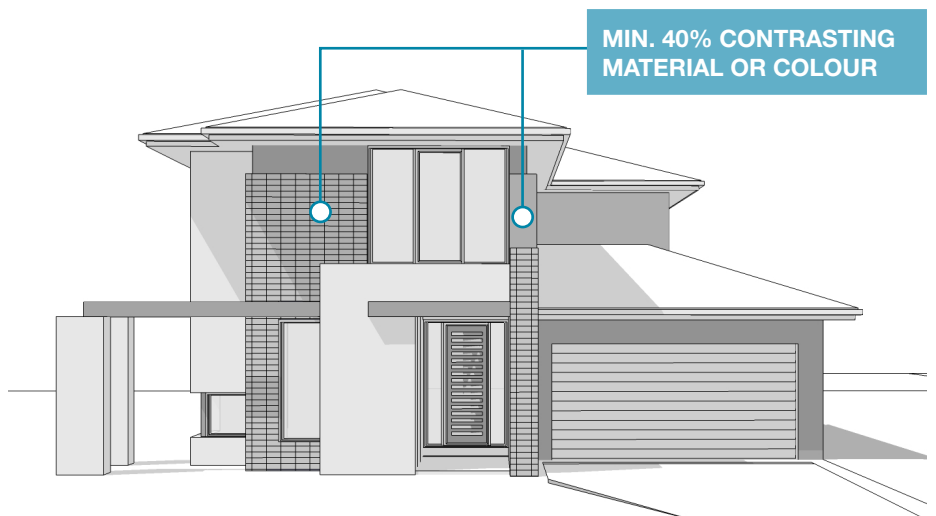
✓ *Front street elevation materials and colours continue for all facades visible to the street*



**BALCONY TO FRONT & SIDE STREET SECOND STOREY FACADE**

**FACADE ELEMENTS RETURN ALONG SIDE STREET FRONTAGE UP TO CORNER FENCE RETURN**

✓ *Corner Lot Architectural treatment, façade elements, roof articulation, materials & colours*



**MIN. 40% CONTRASTING MATERIAL OR COLOUR**

✓ *Additional setbacks and articulation to second storey facade*

### Garages

The garage must be attached and match the quality and finish of the exterior of your home. Carports will not be approved.

Single and double garages must be setback a minimum of 840mm from the front or side building line unless otherwise noted in the MCP. The exception to this is where the house is double storey and the second level covers 50% of the garage area. In this case, the garage can be in line with the front or side building line.

Single garages must have a maximum opening width of 3.5m. Double garages must have a maximum opening width of 5.5m.

Double garages cannot exceed 7m in width (measured as the internal clear width plus the external wall).

### Rear Access Garages

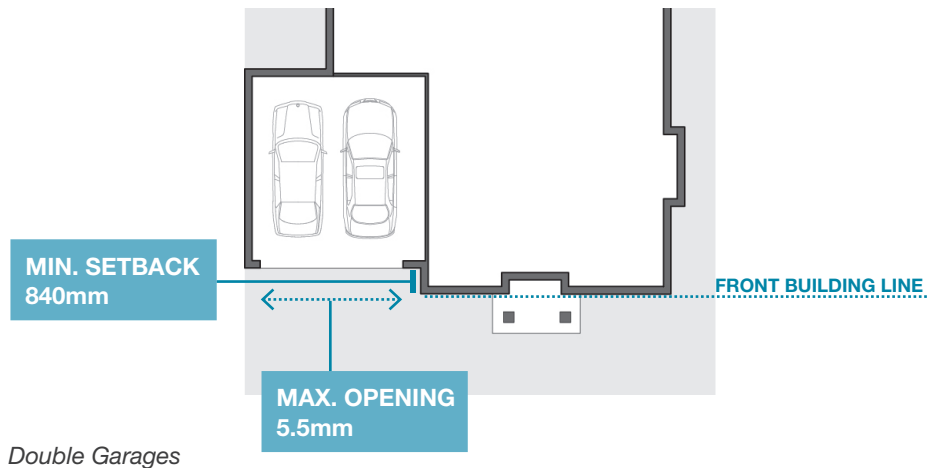
A Garage accessed from the rear of the property must be setback 500mm minimum from the rear property line.

Rear access garages can be detached but must match the look of the dwelling.

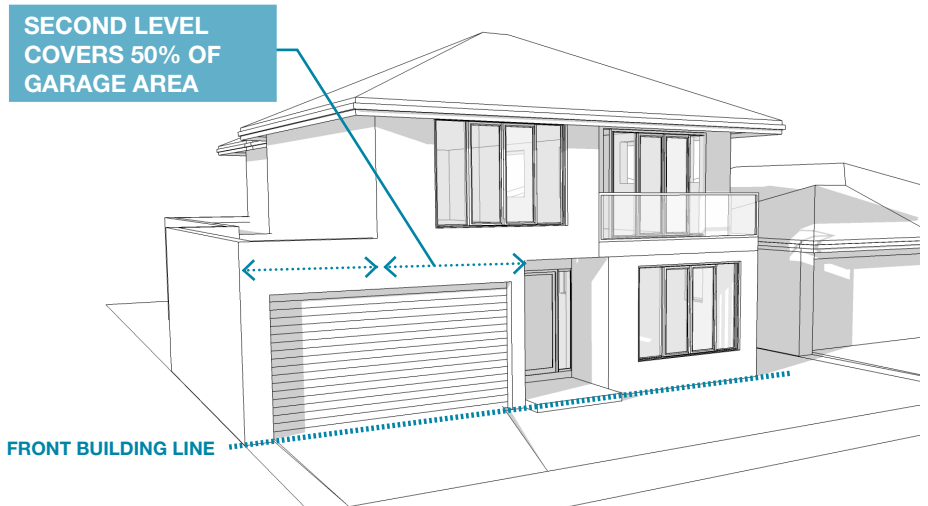
### Triple Garages

If a triple garage frontage is proposed then:

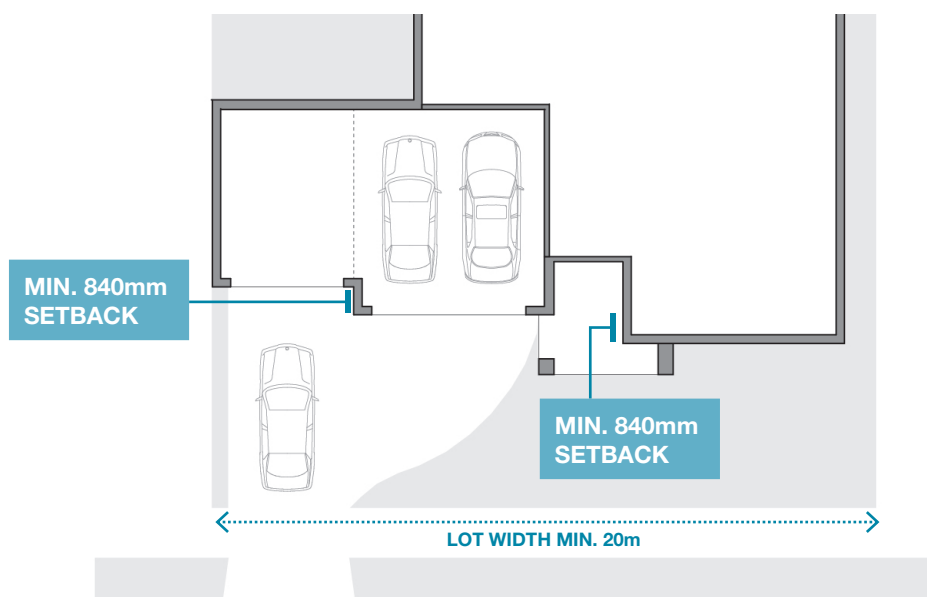
- The lot width must be at least 20.0m frontage
- The third garage must be setback a further 840mm from the other garage doors.



Double Garages



Garage Design - Double Storey home



Triple Garages

**Garage Doors**

Garage doors must be:

- Panel lift, or
- Sectional overhead, or
- Tilt-a-door

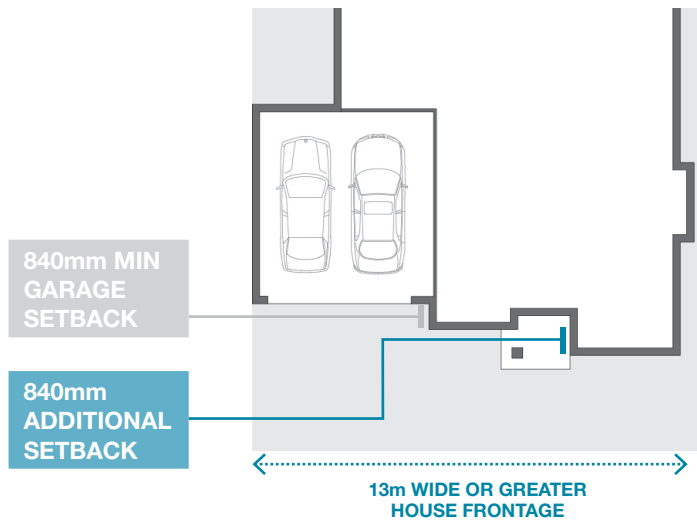
Roller doors will not be approved

**Requirements for homes that are 13m or more in width**

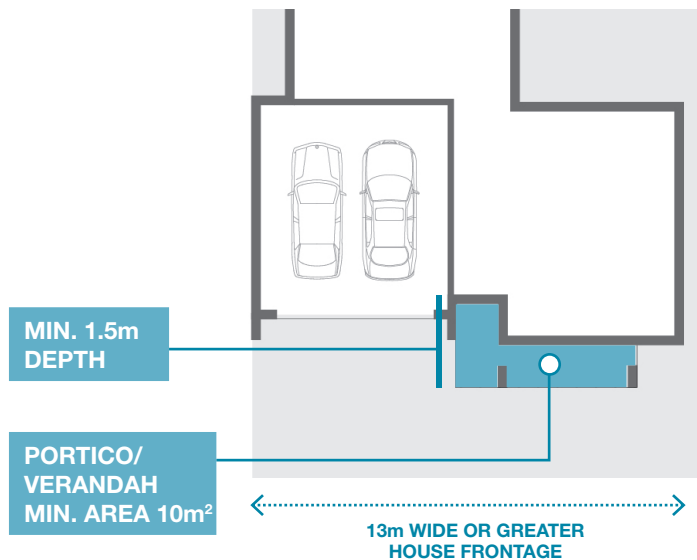
Where a home is 13.0m wide or greater at least one of the following is required:

- A step in the front façade of a minimum 840mm (this step must be in addition to any step at the garage), or
- A portico / verandah with a minimum area of 10 sqm. The porch must also have a depth of minimum 1.5m deep at some point, or
- A verandah for the full length of the frontage (excluding the garage).

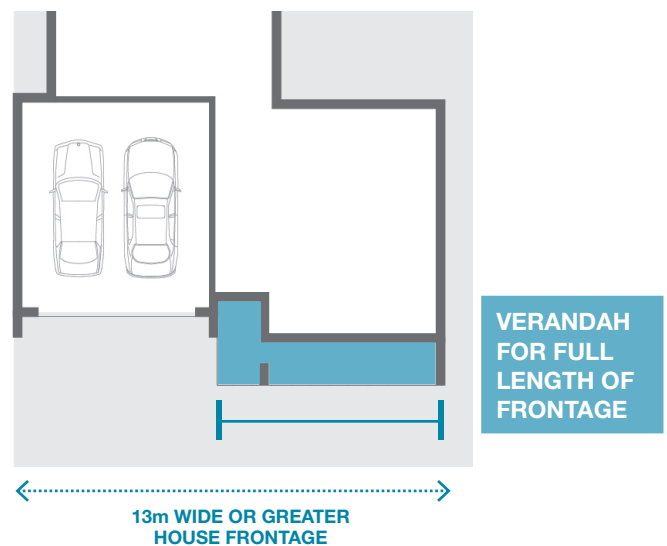
Note: An entry recess is not a step in the façade.



Option: 840mm additional step in front facade



Option: Portico/Verandah min area 10sqm and min depth 1.5m



Option: Verandah for full length of frontage

# 04

## FINISHING THE OUTSIDE OF YOUR HOME

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### Extent of landscaping

All parts of the lot not built on or paved that are visible from a front or side street or rear laneway must be well maintained. Garden beds are to contain organic or pebble mulch.

Your garden must be completed within 1 year of Stockland receiving your certificate of occupancy.

Stockland encourage you to landscape and maintain the nature strip in front of your home.



**Extent of hard paving**

No more than 60% of your front garden is to be hard paved. This includes your driveway.

**Driveways**

The driveway is to be shown on the house plans submitted to Stockland for approval.

The driveway must be offset a minimum of 500mm from the nearest side boundary.

Driveways must align with the crossover provided by Stockland and be constructed within 1 year of Stockland receiving your Certificate of Occupancy.

Acceptable driveway materials are:

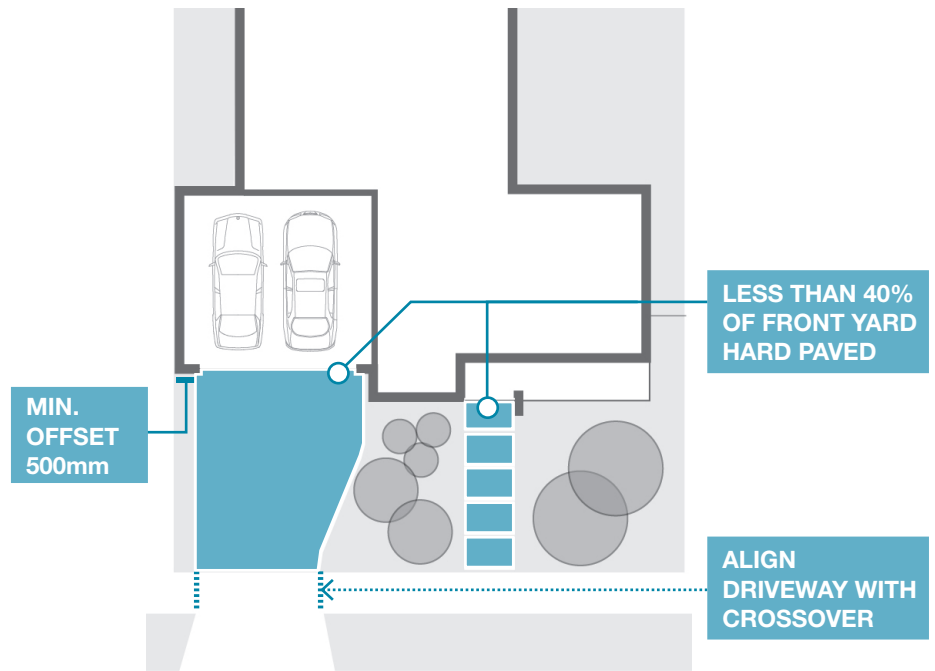
- Stamped or coloured concrete;
- Brick, slate or natural stone pavers;
- Exposed aggregate concrete.

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

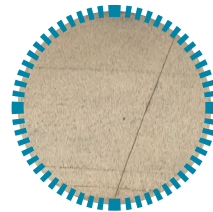
**Retaining Walls**

The vertical face of any retaining wall cannot be more than 1.2m in height, otherwise it must be stepped back.

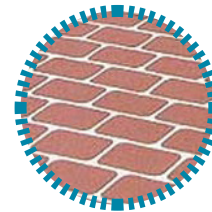
Retaining walls which abut a street must be constructed of stone or rendered masonry, in line with the village character and to the satisfaction of Stockland's architect.



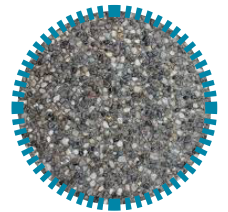
Stamped Concrete



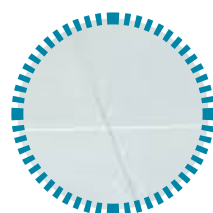
Coloured Concrete



Brick Pavers



Exposed Aggregate Concrete



Light-grey plain concrete



# 05

## FENCING YOUR HOME

### General Requirements

Stockland does not provide fencing. Fencing design drawings must be submitted for approval by Stockland's Architect.

Fencing other than optional front fencing is to be constructed prior to you moving in to your home.

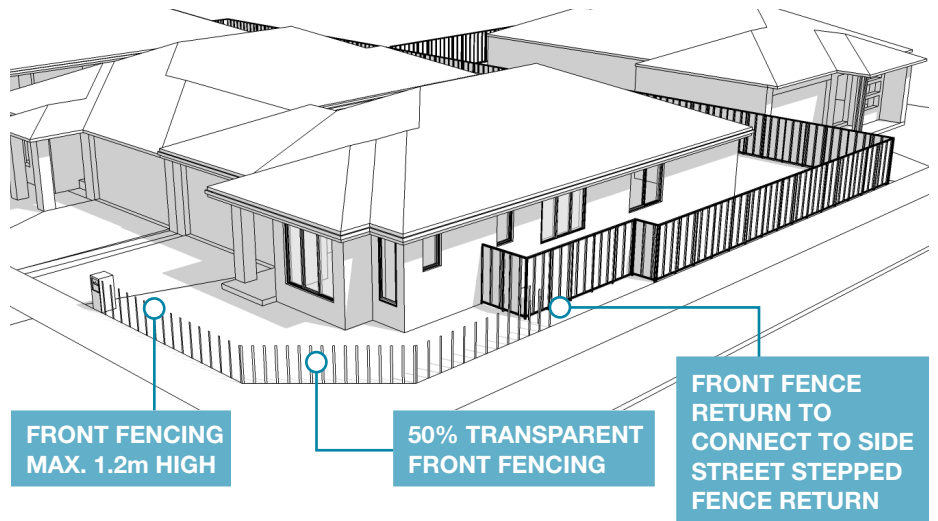
Pre-existing fencing is not to be removed for any reason without prior written consent from Stockland's Covenant Administrator.

### Optional Front Fences

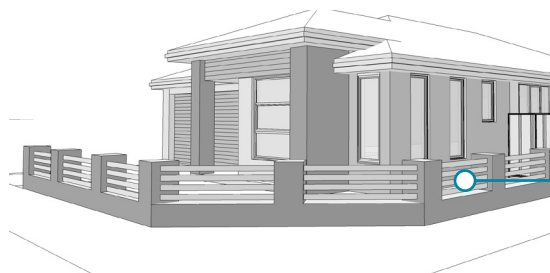
Front fences are permitted where they:

- Compliment the style and colour scheme of the home
- Are no higher than 1.2m
- Are 50% transparent
- Return along the side boundaries to connect back to the side fences or walls of your home. For corner lots, where there is a side street stepped fence, the front fence must return to connect to the stepped fence return.
- Have been approved by Stockland

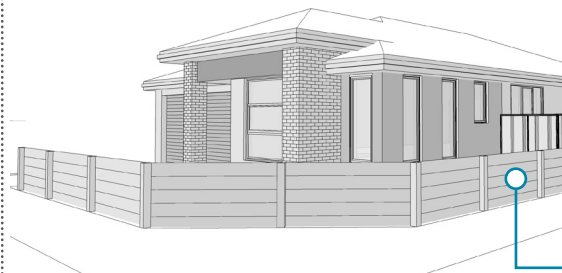
If an adjoining neighbour has already built a Stockland approved front fence, your fence will not have to return along the adjoining side boundary.



✓ Front fencing compliments style and colour scheme of home



✓ Front fence 50% transparent



✗ Front fence not transparent and does not compliment the style and colour scheme of the home

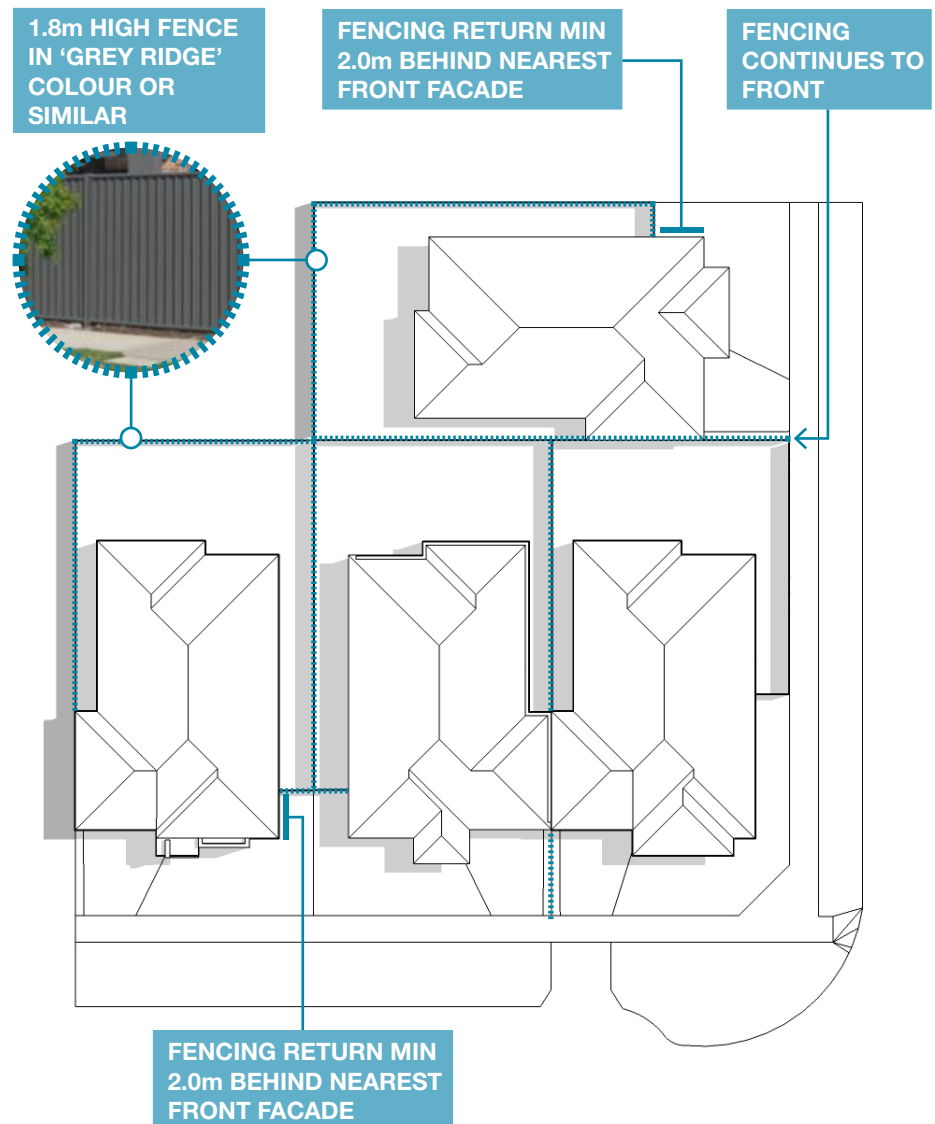
If you choose to fence the front of your lot, you must submit fencing layout and design drawings for approval by Stockland before commencing construction.

Chain mesh or chain link fencing systems will not be approved.

### Mandatory side and rear fencing

The following fencing standard is required:

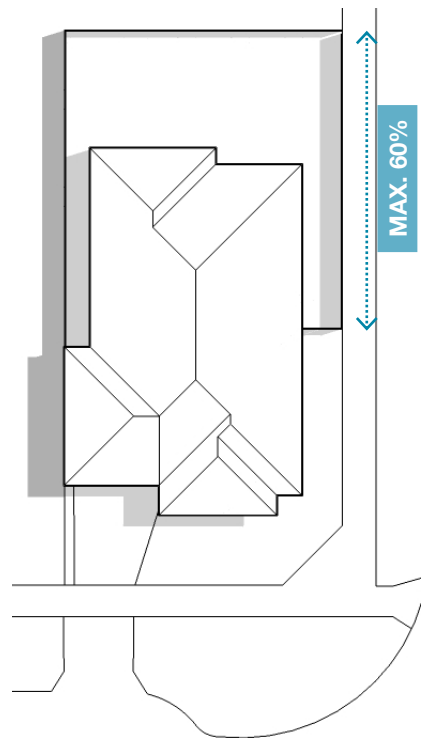
- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Grey Ridge' colour or coloured to match
- Acceptable fencing profiles include Lysaght's® 'Neetascreen' or Stratco's® 'Superdek' range, or similar profiles approved in writing by Stockland's Architect
- Be returned at 90 degrees to the home, to connect with the side of the home or garage wall at least 2.0m behind the nearest front facade
- Continue to the front of the lot if a side boundary forms the rear boundary of an adjoining lot unless otherwise specified



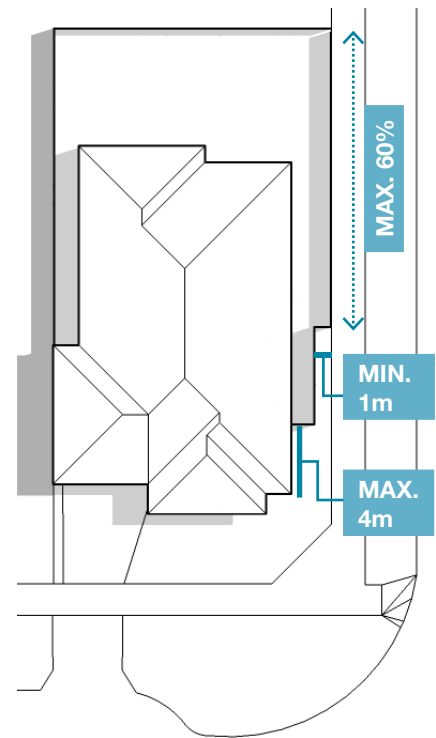
**Mandatory side street fencing to corner and rear access lots**

Mandatory side fencing to corner and rear access lots:

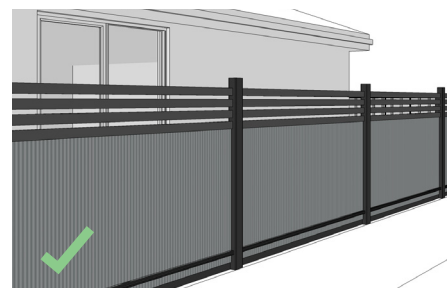
- Homestead profile:
  - Be constructed of pre-coated metal sheeting panels (eg Colorbond) in ‘Grey Ridge’ colour or coloured to match.
  - Acceptable fencing profile is Lysaght miniscreen or similar profiles approved in writing by Stockland’s architect.
  - The fence height is to be 1900mm from the bottom of the plinth to the top of the post.
  - Expressed posts: 100 x 100mm in black.
  - Top rails: four in total, each being 75 x 16 x 2350mm in black.
  - Bottom plinth: 150mm x 1.6mm in black (with a 38 x 25mm stiffener in black).
- Not exceed 60% of the length of the side boundary taken from the rear boundary.
- Option to have stepped fence with landscaping up to a maximum of 4m from the nearest front corner building line
- On sloping sites the fencing is to be stepped.
- All fencing is to be true and plumb.



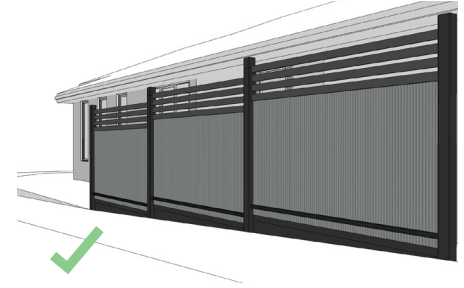
Side Street Fencing max. 60% of Length of Side Boundary



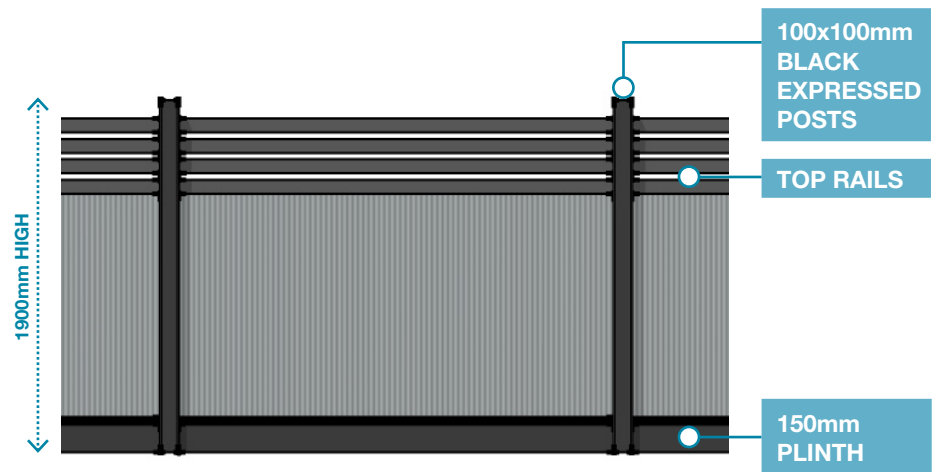
Option Side Street Stepped Fencing with Lanscaping



Corner Lot - Side Street Fencing



Sloping Site - Stepped Fence



Fence Detail

# 06

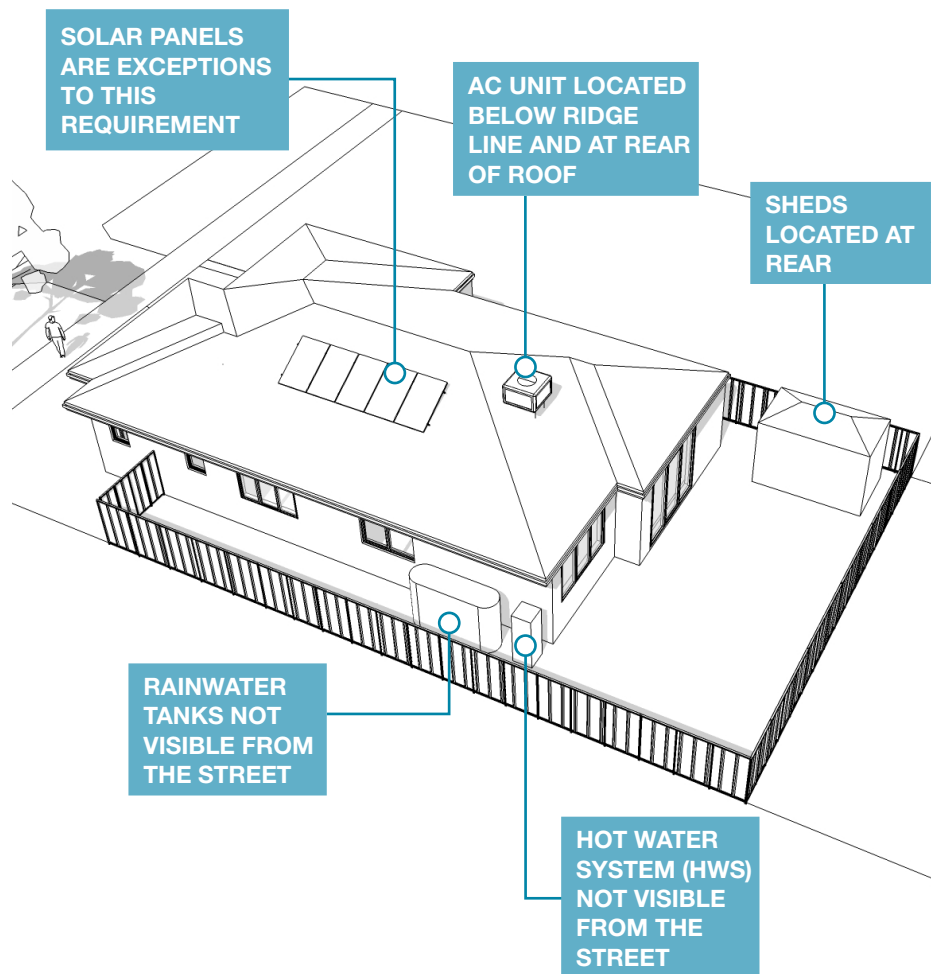
## HOW TO MAKE ADDITIONS TO YOUR HOME

### General Requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

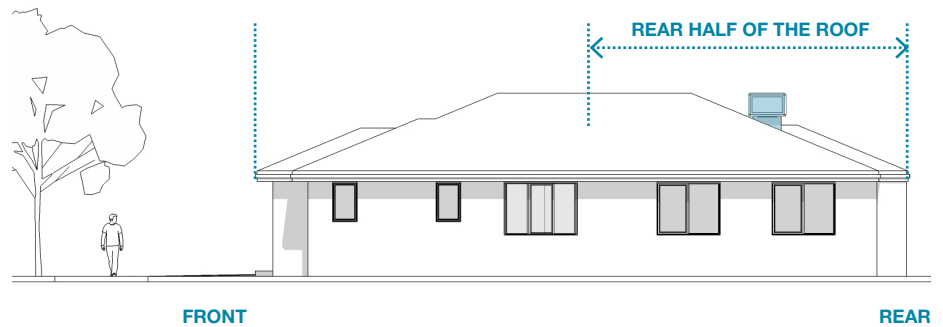
This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rain water tanks, and washing lines, solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.



### Evaporative Cooler Units

Evaporative cooler units must be the low profile “contour” type and the same colour as your roof. The units must be located at the rear half of the roof, and located so that they are generally not visible from the street or any public reserves.



*Evaporative Cooler Units must be located at the rear half of the roof*

### Exposed plumbing

Exposed plumbing must not be visible from the front or side street or neighbouring public reserves.

This excludes gutters and downpipes.

### Sheds, Outbuildings, Pergolas

Any shed, outbuilding or pergola greater than 10m<sup>2</sup> in area that is more than 3m in height above natural ground level must compliment the finish of your home and be approved by Stockland.



*Non compliant evaporative cooler unit located at side of roof and above roof ridge line*



*Non compliant evaporative cooler unit located at front of roof and above roof ridge line*

An approval issued under these Design Essentials is not an approval under the requirements of the Building Act, or any other Act or Regulation. The documents provided have not been checked for compliance with structural, health, or planning requirements, or for the suitability of the building for the use to which it may be intended. Accordingly, Stockland Development Pty Limited, its Architects, and/or its employees or representatives do not accept responsibility for the suitability or soundness of construction of the completed buildings of the associated site development works.

Stockland Development Pty Ltd  
Level 7, 452 Flinders Street,  
Melbourne 3000 Victoria  
P: 03 9095 5000  
F: 03 8684 5000



**Stockland**  
*it's your place*

Freecall **1800 72 71 70**  
**stockland.com.au**

## ANNEXURE D – Re-sale Deed

Re-sale Deed made at                      on                      20

In favour of:                      The company referred to in Item 1 of Schedule 1 (**Stockland**)

By:                                      The person(s) referred to in Item 2 of Schedule 1 (**New Purchaser**)

### Recitals

- A.                      The New Purchaser has agreed to purchase the Property.
- B.                      Under the Original Contract, the Original Purchaser agreed not to sell, transfer or otherwise dispose of the Property without the New Purchaser entering into this Deed.
- C.                      If the New Purchaser is a company, the Guarantor guarantees the obligation of the New Purchaser under this Deed.

### This deed poll provides

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#### 1.                      Definitions

In this Deed:

**Authority** means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

**Completion** means the completion of the Original Contract.

**Construction Commencement Date** means the date in Item 8 of Schedule 1.

**Construction Completion Date** means the date in Item 9 of Schedule 1.

**Continuing Obligations** means each of the obligations under the Original Contract applicable to the New Purchaser as set out in Schedule 2 and Annexure B (if any).

**Council** means Hume City Council.

**Deed** means this deed poll and its annexures.

**Design Essentials** means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

**Development Activities** means:

- (a)                      any works by Stockland or intended to be carried out by Stockland to develop the Estate including:
  - (i)                      any works to subdivide land forming part of the Estate;
  - (ii)                     any demolition or construction works including works ancillary to or associated with those works;
  - (iii)                    any works to install infrastructure including services in the Estate;



- (iv) any landscaping works including works ancillary to or associated with the landscaping works;
  - (v) any other works to develop the Estate, which are considered necessary or desirable by Stockland; and
- (b) any works by purchasers of land or other third parties within the Estate.

**Estate** means the larger residential community identified as such in item 6 of Schedule 1 of which the Land and the Property form part.

**Guarantor** means each person named in Item 3 of Schedule 1.

**Land** means the land described in Item 5 of Schedule 1 which was subdivided to create the Property.

**Landscaping** means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

**NBN Building Ready Specifications** means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by Stockland or as otherwise available at the website [www.nbnco.com.au](http://www.nbnco.com.au).

**Network Infrastructure** means the physical infrastructure which will support the national broadband fibre optic network.

**New Purchaser's Plans and Specifications** means the New Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Property by the New Purchaser.

**Object** means make or assert a claim, demand or cause of action (whether based in contract, equity, tort or statute).

**Original Contract** means the contract between Stockland (as vendor) and the Original Purchaser (as purchaser) for the Property.

**Original Purchaser** means each person described in Item 6 of Schedule 1.

**Property** means the property described in Item 4 of Schedule 1.

**Retaining Structures** means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by Stockland on or adjacent to the Land and/or the Property.

**Selling and Leasing Activities** comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Property after Completion) of:
  - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
  - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Property after Completion); and
- (c) the use of homes by either Stockland or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

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## 2. Continuing Obligations

Without limiting the other obligations in this Deed, the New Purchaser agrees to be bound by the Continuing Obligations and acknowledges that Stockland may:

- (a) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Purchaser; and
- (b) take any action against the New Purchaser in respect of a breach of the Design Essentials or the Continuing Obligations,

as if the New Purchaser was the Original Purchaser under the Original Contract.

---

## 3. Development of Estate

### 3.1 Development of Estate

The New Purchaser acknowledges that:

- (a) the Property forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be completely developed by Completion;
- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by Stockland in Stockland's absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by Stockland in Stockland's absolute discretion and Stockland makes no warranty or representation as to what use any part of the Estate may be put;
- (e) Stockland may review at any time the proposed development of the Estate including:
  - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
  - (ii) the name of roads and parks within the Estate shown on any plan or document,

and any document showing the proposed development of the Estate may be modified as a result of such review; and

- (f) without limiting clause 3.1(e), Stockland makes no warranty or representation as to:
  - (iii) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
  - (iv) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

### 3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Property, the New Purchaser and occupiers of the Property may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (a) noise, dust, vibration and disturbance to the occupiers of the Property within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any services to the Property;
- (c) access to the Property being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Property;
- (e) construction waste being located near or in close proximity to the Property;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

### **3.3 Roads**

Stockland discloses that:

- (i) Stockland intends to dedicate roads within the Estate to the Council in stages;
- (j) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst Stockland undertakes the Development Activities;
- (k) use of the roads within the Estate will be shared with construction traffic whilst Stockland undertakes the Development Activities;
- (l) Stockland may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (m) the configuration of roads within the Estate have not been finalised and Stockland may vary the location of roads or the manner of managing traffic on them.

### **3.4 Selling and Leasing Activities**

Until Stockland completes the sale of all proposed residential and other lots within the Estate, Stockland and persons authorised by Stockland are entitled to and will conduct the Selling and Leasing Activities.

### **3.5 No objection by New Purchaser**

The New Purchaser must not:

- (a) Object in respect of the matters dealt with in this clause 3; or
- (b) make any Claim or seek to enforce any judgment or order against Stockland or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent, Authority approvals or lawful requirements.

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## **4. Deed of covenant from transferee**

- (a) The New Purchaser must not sell, transfer or otherwise dispose of its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to Stockland a deed of covenant on substantially the same terms as this Deed signed by the new purchaser, transferee or

disponnee (**Incoming Purchaser**) in favour of Stockland agreeing to be bound by the covenants and other obligations of the New Purchaser under this Deed, as if the Incoming Purchaser were named in this Deed.

- (b) Where the Incoming Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Purchaser must procure that all of the directors of the Incoming Purchaser sign the deed of covenant as guarantors.

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## **5. Indemnity**

- (a) The New Purchaser indemnifies Stockland against any Claim suffered or incurred by Stockland arising from a failure by the New Purchaser to comply with its obligations under this Deed.
- (b) The indemnity in clause 5(a) is a continuing obligation, separate and independent from the other obligations of the parties.
- (c) It is not necessary for Stockland to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(a).

---

## **6. Caveat**

- (a) The New Purchaser grants Stockland a charge over the Property to secure its obligations under this Deed.
- (b) The New Purchaser agrees that Stockland may lodge a caveat on the title to the Property to give notice of its interest in the Property pursuant to the charge and the New Purchaser must provide any consent required by Stockland to enable registration of the caveat.

---

## **7. Guarantee**

- (a) The Guarantor guarantees to Stockland the performance of all obligations and payment of all monies by the New Purchaser under this Deed.
- (b) The Guarantor's liability under clause 7(a) will not be affected:
  - (i) if Stockland allows any concession to the New Purchaser;
  - (ii) if Stockland does not sue the New Purchaser;
  - (iii) if Stockland terminates or exercises any other rights under this Deed;
  - (iv) if the New Purchaser dies or becomes insolvent; and
  - (v) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (c) The liability of the Guarantor will continue until the New Purchaser has performed all the obligations under this Deed.
- (d) If Stockland assigns its interests in this Deed, Stockland may also assign the benefit of the Guarantor's obligations under this clause.

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## **8. Electronic copy**

This Deed is binding on the New Purchaser and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to Stockland, including by electronic copy.

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## 9. Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

## Schedule 1 (Re-sale Deed)

<b>Item 1</b>	<b>Stockland:</b>	Name: Address:
<b>Item 2</b>	<b>New Purchaser:</b>	Name: Address:  Telephone No: Email:
<b>Item 3</b>	<b>Guarantor:</b>	Name: Address:  Telephone No: Email:
<b>Item 4</b>	<b>Property:</b>	Address: Real property description:
<b>Item 5</b>	<b>Land:</b>	Real property description:      Lot      on PS
<b>Item 6</b>	<b>Original Purchaser:</b>	Name: Address:  Telephone No: Email:
<b>Item 7:</b>	<b>Estate</b>	The larger residential community or project known as Highlands.
<b>Item 8:</b>	<b>Construction Commencement Date:</b>	The date that is 12 months from the date of this Deed
<b>Item 9:</b>	<b>Construction Completion Date:</b>	The date that is the later of: (a)      construction completion date under the Original Contract; and (b)      24 months from the date of this Deed.

## **Schedule 2 (Re-sale Deed) – Continuing Obligations**

---

### **1. Design Essentials and use**

#### **1.1 Design Essentials**

- (a) The New Purchaser acknowledges the Property forms part of the Estate.
- (b) The New Purchaser agrees to be bound by the Design Essentials which are current at the time its builder prepares the New Purchaser's Plans and Specifications, and the Continuing Obligations, as if they were repeated in this Deed in full.
- (c) Stockland has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials and the Continuing Obligations in relation to other land sold by Stockland. The New Purchaser acknowledges Stockland's rights under this Deed and must not Object.
- (d) The Design Essentials and the Continuing Obligations will remain in force until the later of:
  - (i) the date that is 36 months from Completion; and
  - (ii) the date of completion of the sale of the last lot in the Estate owned by Stockland (as determined by Stockland).
- (e) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (f) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.
- (g) If the New Purchaser submits the New Purchaser's Plans and Specifications to Stockland for its review and approval, the New Purchaser acknowledges and agrees that:
  - (i) Stockland is only reviewing the New Purchaser's Plans and Specifications for the purpose of checking the New Purchaser's compliance with the Design Essentials and for no other purpose; and
  - (ii) if Stockland gives its approval to the New Purchaser's Plans and Specifications or provides any assistance or information to the New Purchaser in relation to the New Purchaser's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any of its representatives in relation to the adequacy, suitability or fitness of the New Purchaser's Plans and Specifications for any purpose (including for Council approval or Authority approval purposes).

#### **1.2 Construction of a dwelling house and Landscaping**

- (a) The New Purchaser acknowledges that it must:
  - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;
  - (ii) substantially commence the construction of a dwelling house on the Property in accordance with the Design Essentials on or before the Construction Commencement Date;
  - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;

- (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed;
  - (v) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (b) For the purposes of clause 1.2(a):
- (i) **substantially commence** means erection of the footings and slab; and
  - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

### 1.3 National broadband network

- (a) Stockland does not warrant that Network Infrastructure will be available to the Property at Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
  - (i) the New Purchaser must (at the New Purchaser's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
  - (ii) the New Purchaser acknowledges that:
    - A. Stockland has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
    - B. the New Purchaser must make its own enquiries about the NBN Building Ready Specifications and appropriate building wire specifications;
    - C. the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
    - D. failure to comply with the NBN Building Ready Specifications will either:
      - 1) prevent connection to the Network Infrastructure; or
      - 2) require the New Purchaser to incur additional costs in order to connect to the Network Infrastructure.

### 1.4 Dividing fences

Stockland is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Purchaser waives any right to claim contribution from Stockland.

### 1.5 New Purchaser to maintain Property after Completion

- (a) After completion the New Purchaser must:
  - (i) not and must ensure that any appointed builder or other agent of the New Purchaser does not store or dump any materials or waste on any land outside of the Property;



- (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
  - (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
  - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (b) If the New Purchaser fails to comply with any of its obligations under clause 1.5(a) Stockland may, at the Purchaser's cost, take such action as Stockland considers is reasonably necessary to remedy the non-compliance and the costs incurred by Stockland will comprise a debt owed by the Purchaser to Stockland. The Purchaser grants Stockland (including any employees, officers, contractors and consultants of Stockland) a licence to access the Property from the date of this Deed for the purposes of Stockland exercising its rights under this clause.

---

## **2. Retaining Structures**

### **2.1 Application of clause**

This clause 2 applies if the Retaining Structures have been constructed on the Property or the Land (whether wholly or partially) by or on behalf of Stockland as at the date of this Deed.

### **2.2 New Purchaser's obligations**

The New Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures on the Property in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
  - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
  - (ii) any fence above, adjacent to or near the Retaining Structures.

### **2.3 No objection by New Purchaser**

Subject to any rights of the New Purchaser under any relevant legislation which cannot be excluded, the New Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this clause 2.

### **2.4 Indemnity**

The New Purchaser is liable for and indemnifies Stockland on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf;
- (b) any damage to the New Purchaser's dwellings or structures constructed on the Property adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Property caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf; or
- (d) any failure by the New Purchaser to comply with its obligations under clause 2.2.

## **Annexure A (Re-sale Deed) – Design Essentials**

## **Annexure B (Re-sale Deed) – Additional Continuing Obligations**

## Signing page – Re-sale Deed

**Executed** as a deed poll.

### Individual Purchaser signature:

**Signed sealed and delivered** by the **New Purchaser** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

### Company Purchaser signature:

**Executed** by the **New Purchaser** in accordance with section 127 of the Corporations Act by or in the presence of:

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

\_\_\_\_\_  
Signature of Director or sole Director and sole Secretary

\_\_\_\_\_  
Name of Director or sole Director and sole Secretary in full

**Guarantor signature:**

**Signed sealed and delivered** by the **Guarantor**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

## ANNEXURE E - Guarantee and Indemnity

---

### 1. Definitions and interpretation

- (a) In this guarantee and indemnity:

**Contract** means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Vendor and the Purchaser.

**Guaranteed Money** means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

**Guaranteed Obligations** means all express or implied obligations of the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it.

**Guarantor** means the director or directors of the Purchaser named on the execution page of the Contract for the Guarantor.

**Purchaser** means the purchaser named on the front page of the Contract.

**Vendor** means the vendor named on the front page of the Contract.

- (b) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

---

### 2. Provision of guarantee

- (a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract at the request of the Guarantor.
- (b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into the Contract.

---

### 3. Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

---

### 4. Guaranteed Money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

---

### 5. Guaranteed Obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

---

## 6. Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Vendor on demand against:

- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Purchaser because of any circumstance whatsoever; and
- (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.

---

## 7. Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

---

## 8. Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
- (c) any variation or novation of a right of the Vendor, or alteration of the Contract or a document, in respect of the Purchaser.

---

## 9. No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser, the Property or any other property of the Purchaser; or
- (b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

---

## 10. Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.



---

## **11. General**

### **11.1 Costs**

The Guarantor agrees to pay or reimburse the Vendor on demand for the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Vendor by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

### **11.2 Vendor may assign**

The Vendor may assign or otherwise deal with its rights under this guarantee and indemnity.

### **11.3 Joint and several**

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

**Signed as a deed** this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

**Signed sealed and delivered** by the  
**Guarantor** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

Name:  
\_\_\_\_\_

\_\_\_\_\_  
Name of Witness in full

Secretary/Director

**Signed sealed and delivered** by the  
**Guarantor** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

Name:  
\_\_\_\_\_

\_\_\_\_\_  
Name of Witness in full

Secretary/Director

## **ANNEXURE F – ATO Clearance Certificate**



STOCKLAND CORPORATION LTD  
C/o KAREN HAWKER  
LEVEL 25  
133 CASTLEREAGH STREET  
SYDNEY NSW 2000

Our reference: 2410524349022  
Phone: 13 28 66

2 March 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

<b>Reference number</b>	2410524349022
<b>Vendor name</b>	STOCKLAND CORPORATION LTD
<b>Vendor address</b>	LEVEL 25 133 CASTLEREAGH STREET SYDNEY NSW 2000
<b>Clearance certificate period</b>	23 February 2021 to 23 February 2022

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

## Appendix A

### List of Members of the Income Tax Consolidated Group

	Linked Entity name	ABN
1	Albert & Co Pty Ltd	77000184369
2	ARC Joint Ventures Pty. Ltd.	53120292266
3	AW Bidco 1 Pty Limited	15636886309
4	AW Bidco 2 Pty Limited	27636886363
5	AW Bidco 4 Pty Limited	26637312700
6	AW Bidco 5 Pty Limited	73637313396
7	AW Bidco 6 Pty Limited	94637312675
8	AW Bidco. 10 Pty Limited	49647358941
9	AW Bidco. 11 Pty Limited	22647359635
10	AW Bidco. 12 Pty Limited	63647360165
11	AW Bidco. 7 Pty Limited	93647359117
12	AW Bidco. 8 Pty Limited	12647357597
13	AW Bidco. 9 Pty Limited	86647358281
14	Baratheon Developments Pty Ltd	71607244119
15	Eisha Pty Ltd	75125108625
16	Enaard Pty Ltd	49125105268
17	Glengar Capital Pty Limited	65644195504
18	Glenmore Park Investments Pty Limited	94644194883
19	IOR Friendly Society Pty Limited	50087648940
20	JT Bid Co No. 1 Pty Limited	26621888819
21	JT Bid Co No. 2 Pty Limited	42621888891
22	Lab-52 Bricklet Pty Limited	63636343792
23	Lab-52 Holdings Pty Limited	81636342679
24	Lab-52 SMRTR Pty Limited	53643832197
25	Lab-52 Yodel Pty Limited	34638047033
26	Merrylands Court Pty Limited	40608738905
27	Mulgoa Nominees Pty Limited	75644193993
28	Stockland (Boardwalk Sub2) Pty Limited	75126042555
29	Stockland (Queensland) Pty. Limited	95009855958
30	Stockland (Russell Street) Pty Limited	87008480019
31	Stockland A.C.N 116 788 713 Pty Limited	60116788713
32	Stockland Aevum Limited	80087648691
33	Stockland Aevum SPV Finance No. 1 Pty Limited	69131165341
34	Stockland Affinity Retirement Village Pty Limited	36124340138
35	Stockland Bellevue Gardens Pty Limited	84060161677
36	Stockland Bells Creek Pty Limited	15078699546
37	Stockland Birtinya Retirement Village Pty Limited	78611784206
38	Stockland Buddina Pty Limited	56009682384
39	Stockland Caboolture Waters Pty Limited	69068499810

40	Stockland Caloundra Downs Pty Limited	94068356525
41	Stockland Capital Partners Limited	86078081722
42	Stockland Care Foundation Pty Limited	18604834531
43	Stockland Castlehaven Pty Limited	65001680780
44	Stockland Castleridge Pty Limited	91002753326
45	Stockland Catering Pty Limited	76149038988
46	Stockland CH Finance Pty Limited	46636886443
47	Stockland Corporation Ltd	43000181733
48	Stockland Development (Holdings) Pty Limited	13107541088
49	Stockland Development (NAPA NSW) Pty Limited	95112027193
50	Stockland Development (NAPA QLD) Pty Limited	31112026927
51	Stockland Development (NAPA VIC) Pty Limited	65112027442
52	Stockland Development (PHH) Pty Limited	68108028502
53	Stockland Development (PR1) Pty Limited	88133305441
54	Stockland Development (PR2) Pty Limited	20133305594
55	Stockland Development (PR3) Pty Limited	39133305610
56	Stockland Development (PR4) Pty Limited	43133687288
57	Stockland Development (Sub3) Pty Limited	22126597653
58	Stockland Development (Sub4) Pty Limited	88126825527
59	Stockland Development (Sub5) Pty Limited	84126825509
60	Stockland Development (Sub7) Pty Limited	74130065815
61	Stockland Development Pty Limited	71000064835
62	Stockland Epping Retirement Village Pty Limited	47623345639
63	Stockland Eurofinance Pty Limited	28130195667
64	Stockland Farrington Grove Retirement Village Pty Limited	55152691999
65	Stockland Financial Services Pty Limited	82125798058
66	Stockland Golden Ponds Forster Pty Limited	81050047188
67	Stockland Greenleaves Management Services Pty Limited	72006423356
68	Stockland Greenleaves Village Pty Limited	16006246546
69	Stockland Hibernian Investment Company Pty Limited	89112451180
70	Stockland Highett Pty Ltd	45634166804
71	Stockland Highlands Pty Limited	45097352200
72	Stockland Highlands Retirement Village Pty Limited	29142417703
73	Stockland IOR Group Pty Limited	31124030253
74	Stockland Kawana Waters Pty Limited	15009693556
75	Stockland Knox Village Pty Limited	73005382516
76	Stockland Lake Doonella Pty Limited	63009966358
77	Stockland Land Lease Communities Holding Pty Limited	75639710142
78	Stockland Land Lease Landlord Pty Limited	87639713063
79	Stockland Land Lease Management Pty Limited	31639714453
80	Stockland Lensworth Glenmore Park Limited	59007533888
81	Stockland Lincoln Gardens Pty Limited	52113916395
82	Stockland LLC Aura Pty Limited	71644356785
83	Stockland Long Island Village Pty Limited	34006460019

84	Stockland Management Limited	91112136973
85	Stockland Maybrook Manor Pty Limited	95000463463
86	Stockland Mernda Retirement Village Pty Limited	81164088304
87	Stockland Miami (QLD) Pty Limited	79614221484
88	Stockland Midlands Terrace Adult Community Pty Limited	18005136407
89	Stockland Newport Retirement Village Pty Limited	64627500136
90	Stockland North Lakes Development Pty Limited	19078580408
91	Stockland North Lakes Pty Limited	99068244762
92	Stockland Oak Grange Pty Limited	91005728094
93	Stockland Patterson Village Pty Limited	71005382507
94	Stockland Pine Lake Management Services Pty Limited	39005838415
95	Stockland Pine Lake Village Pty Limited	95005763379
96	Stockland Property Management Pty Ltd	22000059398
97	Stockland Property Services Pty Limited	36068408051
98	Stockland Queenslake Village Pty Limited	79059663106
99	Stockland Retail Services Pty Limited	46604658951
100	Stockland Retirement Pty Limited	63128486304
101	Stockland Richmond Retirement Village Pty Limited	64623391006
102	Stockland Ridgecrest Village Management Services Pty Limited	44006410206
103	Stockland Ridgecrest Village Pty Limited	99006355059
104	Stockland RRV Pty Limited	91005192236
105	Stockland RVG (Queensland) Pty Limited	85004951277
106	Stockland Salford Living Pty Limited	11096964591
107	Stockland Scrip Holdings Pty Limited	65126971677
108	Stockland Selandra Rise Retirement Village Pty Limited	34159080252
109	Stockland Services Pty Limited	45075057813
110	Stockland South Beach Pty Limited	91108905031
111	Stockland Templestowe Retirement Village Pty Limited	43005908903
112	Stockland The Grove Retirement Village Pty Limited	37623390901
113	Stockland The Hastings Valley Parklands Village Pty Limited	78003119382
114	Stockland The Pines Retirement Village Pty Limited	80618607293
115	Stockland Trust Management Limited	86001900741
116	Stockland Vermont Retirement Village Pty Limited	88005625141
117	Stockland WA (Estates) Pty Limited	86001782556
118	Stockland WA Development (Realty) Pty Limited	59125719315
119	Stockland WA Development (Vertu Sub 1) Pty Limited	12117914333
120	Stockland WA Development Pty Limited	16000097825
121	Stockland Wallarah Peninsula Management Pty Limited	94117385814
122	Stockland Wallarah Peninsula Pty Limited	48078467197
123	Stockland Wantirna Village Pty Limited	87006334318
124	Stockland Willowdale Retirement Village Pty Limited	85606633005
125	Stockland Willows Retirement Village Services Pty Limited	26107397857
126	Toowong Place Pty Limited	13609592092

## ANNEXURE G – Nomination Notice

**Vendor:** Stockland Highlands Pty Ltd ACN 097 352 200

Level 36 South Tower, 525 Collins Street, Melbourne VIC 3000

**Purchaser:** Name:

Address:

**Nominee:** Name:

Address:

Telephone:

Email:

**Lot:** Lot \_\_\_\_\_ on Plan of Subdivision No. PS. \_\_\_\_\_,

being part of the land described in certificate of title volume [ \_\_\_\_\_ ] folio [ \_\_\_\_\_ ]  
and includes all improvements and fixtures

1. In accordance with the Contract for Sale of the Lot dated \_\_\_\_\_ (**Contract**) to which the Vendor and Purchaser are parties, the Purchaser nominates the Nominee as substitute purchaser to take a transfer of the Lot. The Contract continues with full force and effect despite the nomination.
2. The Purchaser and the Nominee acknowledge and agree that they are jointly and severally liable for the due performance of the obligations of the Purchaser under the Contract and payment of any costs, expenses or fees in connection with this nomination (including any stamp duty).
3. The Purchaser represents and warrants to the Vendor that it is not in default under the Contract.
4. The provisions of special condition 25 (personal information) of the Contract are repeated in this notice in full and references to the "Purchaser" are replaced with references to the "Nominee".
5. The Nominee's legal practitioner or conveyancer is:

**Name of Nominee legal practitioner or conveyancer:**

**Contact person:**

**Address:**

**Telephone number:**

**Fax number:**

**Email:**



**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Nomination Notice Execution Page**

**Executed** by the Purchaser (individual):

Signed sealed and delivered by

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

**Executed** by the Purchaser (corporation):

in accordance with section 127 of the  
Corporations Act 2001 (Cth):

\_\_\_\_\_  
Director/company secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

**Executed** by the Nominee (individual):

.....

Signed sealed and delivered by

in the presence of:

.....  
Signature of witness

.....  
Name of witness (BLOCK LETTERS)

.....  
Address of witness

**Executed** by the Nominee (corporation):

in accordance with section 127 of the  
Corporations Act 2001 (Cth):

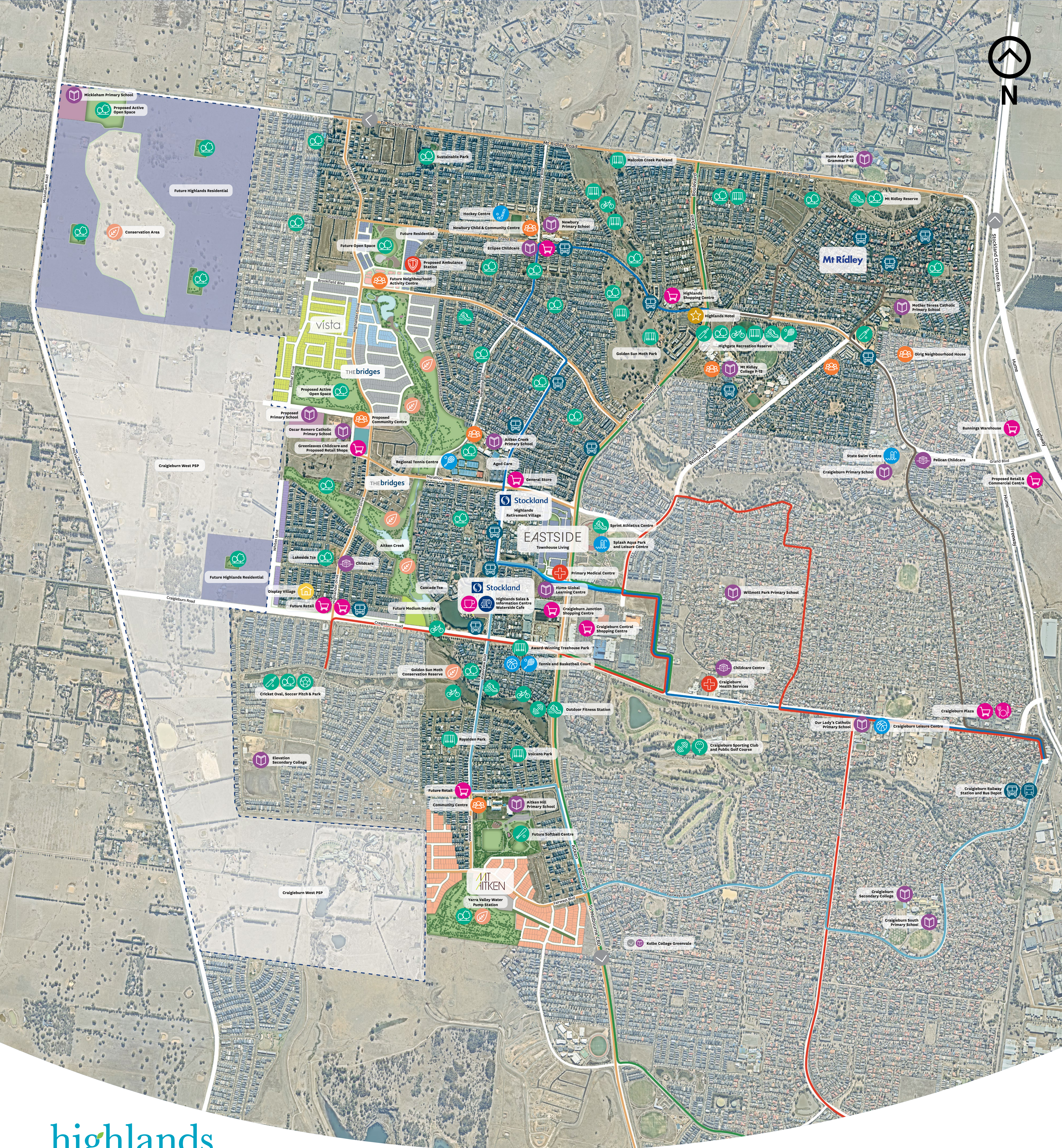
.....  
Director/company secretary

.....  
Director

.....  
Name of director/company secretary  
(BLOCK LETTERS)

.....  
Name of director  
(BLOCK LETTERS)

## ANNEXURE H – Highlands Master Plan



highlands

**Shopping and Amenities**

- Highlands Shopping Centre
- General Store
- Bunnings Warehouse
- Craigieburn Central Shopping Centre
- Craigieburn Junction Shopping Centre
- Craigieburn Plaza
- Waterside Cafe
- Highlands Hotel

**Medical Centres**

- Craigieburn Health Services
- Northern Hospital - 10min
- Primary Medical Centre

**Leisure Centres**

- Splash Aqua Park and Leisure Centre
- Craigieburn Leisure Centre

**Education and Childcare Centres**

- Global Learning Centre
- Greenleaves Childcare
- Eclipse Childcare
- Goodstart Early Learning
- Pelican Childcare
- Aitken College - 9min
- Craigieburn Primary School
- Craigieburn South Primary School
- Hume Anglican Grammar Primary School
- Mt Ridley P-12 School
- Mickleham Primary School
- Willmott Park Primary School

**Conservation Areas**

- Golden Sun Moth Conservation Reserve

**Parks and Open Spaces**

- 20 Parks
- 3 Recreational Reserves
- 3 Regional Sports Fields
- Hockey Centre
- Malcolm Creek Major Recreation
- Parkland & Play Spaces
- Highgate Recreation Reserve
- Award-winning Golden Sun Moth Park
- Hume Tennis & Community Centre
- Award-winning Treehouse Park
- Tennis & Basketball Court
- Outdoor Fitness Station
- Craigieburn Sporting Club & Public Golf Course

**Public Transport and Accesses**

- Melbourne CBD - 32kms
- Melbourne Airport - 10mins
- Craigieburn Railway Station
- Mickleham Road - 1min
- Greenvale Shopping Centre - 8min
- Tullamarine Freeway - 10min

**Community Centres**

- Hume Global Learning Centre
- Newbury Child & Community Centre
- Craigieburn Child & Family Centre
- YMCA Early Learning Centre

**Display Village**

- Highlands Sales and Information Centre

**Legend**

- Mt Aitken | FOR SALE
- Vista | FOR SALE
- Lakeside | FOR SALE
- The Bridges | FOR SALE
- Future Highlands Residential
- Future Medium Density
- Sold
- Craigieburn West PSP Boundary
- Route 529  
Craigieburn Train Station to Craigieburn North (via Craigieburn Central)
- Route 533  
Craigieburn Train Station to Craigieburn North (via Hanson Road)
- Route 537  
Craigieburn Train Station to Craigieburn West (via Craigieburn Central)
- Route 528  
Craigieburn Train Station to Craigieburn West (via Craigieburn Central)
- Route 541  
Broadmeadows Station to Craigieburn North (via Craigieburn Central SC)
- Proposed Routes  
(in accordance with approved planning documents; subject to Public Transport Victoria funding and approval)



## Additional Special Condition

---

### Buy Again Promotion 2021

#### A Definitions

In this special condition:

**Promotion Terms and Conditions** means the full set of terms and conditions attached to this Special Condition.

**Standard Rebate** means the rebate in clause B of this Additional Special Condition.

**Standard Rebate Amount** means an amount equal to \$5,000 (including GST).

#### B Standard Rebate

Subject to the terms of this Additional Special Condition, the Vendor will allow a reduction in the Purchase Price equal to the Standard Rebate Amount by way of an adjustment to the balance of the Purchase Price in favour of the Purchaser at settlement.

#### C Eligibility conditions

The Purchaser will be entitled to:

- (1) the Standard Rebate if the Purchaser:
- (2) complies with the terms of this Contract and the Promotion Terms and Conditions at all times without default from the Contract Date and until settlement;
- (3) the Purchaser completes this Contract on:
  - (a) the Settlement Date first agreed as at the Contract Date without extension at the request of the Purchaser or delay as a result of the Purchaser's default; or
  - (b) such earlier date as agreed between the parties.

#### D Undertakings by Purchaser

The Purchaser:

- (1) warrants that it has read and understood the Promotion Terms and Conditions;
- (2) must fully disclose the terms of this Additional Special Condition to any lender who may finance the Purchaser's acquisition of the property promptly following entry into this Contract;
- (3) unconditionally and irrevocably indemnifies the Vendor against all Claims which the Vendor may incur or suffer in connection with any default under this clause of this Additional Special Condition.



## **E Purchaser's acknowledgement**

- (1) The Purchaser acknowledges and agrees that:
  - (a) any lender who may finance the Purchaser's acquisition of the property may reduce any finance it provides by an amount equal to the sum of the Standard Rebate Amount;
  - (b) the Office of State Revenue may not take into account the Standard Rebate as a reduction in the Purchase Price and may assess stamp duty on this Contract based on the full Purchase Price notwithstanding the Standard Rebate;
- (2) The Purchaser must not Object or make any Claim against the Seller in respect of any of the matters referred to in this clause E of this Special Condition.
- (3) The Rebate Amount is not transferrable in any circumstances. In the event of a nomination of a substitute purchaser, the rebate amount will be forfeited.

## **F Dispute**

- (1) Where there is a dispute in relation to the Purchaser's eligibility for a Standard Rebate the Purchaser:
  - (a) must not delay settlement; and
  - (b) must pay the balance of the Purchase Price in full at settlement without adjustment in relation to this Additional Special Condition.
- (2) If it is determined following settlement that the Purchaser is entitled to the Standard Rebate, the Vendor must refund any overpayment of the Purchase Price to the Purchaser within 21 days after the determination.

DS  
DA

# Rebate with Purchase Promotion

## Terms and Conditions

<b>SCHEDULE</b>	
<b>Promotion</b>	Buy Again Promotion
<b>Promoter</b>	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000 (or a Related Entity)
<b>Participation – general</b>	Participation in the Promotion is available to: (a) single person participants; (b) multiple person participants; and (c) entity participants.
<b>Participation – residency restriction</b>	For single person participants, participation in the Promotion is only available to residents of: Australia
<b>Participation – age restriction</b>	For single person participants, participation in the Promotion is only available to persons over 18 years of age
<b>Promotional Period:</b>	9am AEST on 18 December 2020 to the earlier of: (a) 5pm AEDT on 31 December 2021; and (b) the time and date on which contracts of sale have been entered into for all the residential lots within the Qualifying
<b>How to participate</b>	To participate in the Promotion, each participant must: (a) at any time prior to the Promotional Period, have entered into and completed (settled) a contract of sale for a lot in a Stockland residential community; (b) during the Promotional Period: (i) enter into a contract of sale for a residential lot within the Qualifying Land; and (ii) pay the full deposit required under such contract of sale; (c) comply with the terms of such contract of sale at all times and without default; (d) complete (settle) such contract of sale in accordance with its terms; and (e) not extend or delay, or attempt to extend or delay, completion (settlement) of such contract of sale.

<b>Qualifying Land</b>	All residential lots available for purchase during the Promotional Period at all of Stockland's residential communities in Australia.
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	<p>Qualifying Land includes vacant land. For the Promoter's Vacant Land Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions</a></p> <p>Qualifying Land includes house and land packages. For the Promoter's House and Land Package Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions</a></p> <p>Qualifying Land includes completed residential products. For the Promoter's Completed Product Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions</a></p> <p>Qualifying Land includes townhomes. For the Promoter's Completed Product Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions</a></p> <p>Qualifying Land is only available until sold.</p>
<p><b>Incentive(s)</b></p>	<p>A rebate of \$5,000 (including GST).</p> <p>The rebate will be applied to the purchase price payable by the participant to Stockland under the relevant contract of sale, and set-off the purchase price as an adjustment in favour of the participant at settlement of the relevant contract of sale.</p> <p>Each participant is responsible for informing their lender (if any) about the rebate.</p>
<p><b>Are there limitations on Incentives?</b></p>	<p>(a) There is only one Incentive available for each contract of sale. Where a participant is a multiple person participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant contract of sale), then the Incentive will be offered jointly to all such persons.</p> <p>(b) Each participant is permitted to receive multiple Incentives during the Promotional Period.</p> <p>(c) Participants who as at the start of the Promotional Period:</p> <ul style="list-style-type: none"> <li>(i) have an accepted or exchanged contract of sale for a residential lot within a Stockland</li> </ul>

	<p>residential community participating in the Promotion; and</p> <p>(ii) during the Promotional Period, cancel or terminate such contract of sale,</p> <p>are not eligible to receive an Incentive.</p> <p>(d) In the event a participant, assigns its rights under the contract of sale or nominates a new purchaser to complete (settle) the contract of sale, the participant will not be eligible to receive the incentive.</p>
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**Participants should pay particular attention to:**

- **any unusual or onerous restrictions on the method of participation, if any (see the “How to participate” section of the Schedule and Part D of these terms and conditions); and**
- **the Promoter’s limitation of liability (see Part G of these terms and conditions).**

**PART A - INTRODUCTION**

1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
2. By participating in the Promotion, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

**PART B - PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each participant’s personal information for the purposes of:
  - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
  - (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter’s privacy policy <https://www.stockland.com.au/privacy-policy>.

**PART C - WHO CAN PARTICIPATE IN THE PROMOTION**

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Incentive will be provided to the participant’s parent or legal guardian.

9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
10. The Promoter reserves the right to deem any prospective Participant not eligible to receive the incentive, including if the Promoter reasonably suspects the prospective Participant is purchasing the Qualifying Land for a commercial purpose.
11. The Promotion is not available in conjunction with other promotions or offers by the Promoter or any related body corporate .

## **PART D – HOW TO PARTICIPATE IN THE PROMOTION**

12. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
13. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
14. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
  - (b) breached any of these terms and conditions; and/or
  - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
15. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
16. The Promoter accepts no responsibility for late, lost or misdirected communications.
17. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
18. If participation in the Promotion requires access to Facebook, participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
19. If participation in the Promotion requires access to Instagram, participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

## **PART E - INCENTIVES**

20. Each Incentive is not transferrable, exchangeable or redeemable for cash.
21. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.

22. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
24. The participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.

#### **PART F – RECEIVING THE INCENTIVE**

25. Each eligible participant during the Promotional Period will receive an Incentive.
26. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
27. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
28. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
29. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
30. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

#### **PART G - NO LIABILITY**

31. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
32. If participation in the Promotion is via Facebook or if the Promotion is promoted on Facebook, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook and each participant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:
  - (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network.
33. If participation in the Promotion is via Instagram or if the Promotion is promoted on Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Instagram and each participant agrees to grant Instagram a complete release from any

claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:

- (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and
- (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network.

#### **PART H - TERMINATION OF PROMOTION**

34. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.

# Record of Identity Check

- **Sections 1 and 2** – are completed by the Sales Team and capture the form of identification presented by the signer(s) and the method used to complete their identity check.
- **Section 3** – (when applicable) is completed by the Sales Team, only in instances where the signer(s) legal representative has verified the identity of the signer(s), exempting them from the need to complete a Stockland identity check.
- **Section 4** – (when applicable) is completed by the Conveyancing Team, only in instances where the sale is being initiated by a company buyer.

This is to confirm that I, Michael Masalkovski, have satisfied the identity checking requirements of the signer(s) against the following criteria:

Buyer Name	Buyer 1 Doris Markas	Buyer 2	Buyer 3	Buyer 4
Company Representative Signatory Name				

## Section 1: Form of Identification

Australian Passport (Expired <2 years ago)				
Overseas Passport (Expired <2 years ago)				
Driver's Licence (Current)	X			
Photo Card / Over 18 or Proof of Age Card (Current)				
Learner Drive's Permit Card (Current)				
Evidence of name change (if needed) (Current)				
Other:				

## Section 2: Method of Identification

In-person witnessing by Sales	X			
Skype Video Call				
Facetime (iPhone)				
Whatsapp Video Call				
Other: (must be a type of video call)				

## Section 3: Exemption from Identity Check

Proof of Verification of ID obtained on (Date):	
Obtained from (Name of legal representative):	

# Record of Company Buyer Check

This is to confirm that I, Leanne Le, have received and reviewed required forms from the company buyer (when applicable):

## Section 4: For Company Buyers only (Conveyancing)

### One of the following forms must be provided by the Company Buyer:

Board Resolution	
Power of Attorney	

### The following form must be wet signed and provided by the Company Buyer:

Director's Guarantee/s		Exempt:
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### Company search is completed for the Company Buyer:

Company Search via SAI Global	
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**OR**

Not required to be completed	X
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## Certificate Of Completion

Envelope Id: 35296A0A75D94A0C9D2778DB46CD1E4D	Status: Sent
Subject: Lot [25714], Highlands Stage 257 Contract for sale of land (and associated documents)	
Customer Reference:	
Source Envelope:	
Document Pages: 217	Signatures: 4
Certificate Pages: 4	Initials: 14
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Disabled	Envelope Originator:
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney	Fei Lin
	Level 25, 133 Castlereagh Street
	Sydney, NSW 2000
	Fei.Lin@stockland.com.au
	IP Address: 165.225.226.77

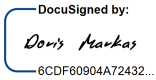
## Record Tracking

Status: Original 4/18/2021 11:06:42 AM	Holder: Fei Lin Fei.Lin@stockland.com.au	Location: DocuSign
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## Signer Events

Signer Events	Signature	Timestamp
Fei Lin fei.lin@stockland.com.au Stockland Development Pty Ltd Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 165.225.226.77	Sent: 4/18/2021 11:16:41 AM Viewed: 4/18/2021 11:17:16 AM Signed: 4/18/2021 11:18:59 AM

Michael Masalkovski michael.masalkovski@stockland.com.au Sales Professional Stockland Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 165.225.226.102	Sent: 4/18/2021 11:19:16 AM Viewed: 4/18/2021 11:21:26 AM Signed: 4/18/2021 11:21:58 AM
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Doris Markas dmarkas13@gmail.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/18/2021 2:24:31 PM ID: a9d69c2d-d7b1-4bcf-8676-e21f3fda142e	  Signature Adoption: Pre-selected Style Using IP Address: 1.136.25.235 Signed using mobile	Sent: 4/18/2021 11:22:15 AM Viewed: 4/18/2021 2:24:31 PM Signed: 4/18/2021 2:25:51 PM
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Michael Masalkovski michael.masalkovski@stockland.com.au Sales Professional Stockland Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 165.225.226.111	Sent: 4/18/2021 2:26:08 PM Viewed: 4/20/2021 11:46:55 AM Signed: 4/20/2021 11:47:21 AM
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Signer Events	Signature	Timestamp
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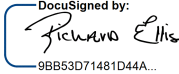

Leanne Le  
 leanne.le@stockland.com.au  
 Stockland Development Pty Ltd  
 Security Level: Email, Account Authentication (None)

**Completed**  
  
 Using IP Address: 165.225.226.108

Sent: 4/20/2021 11:47:42 AM  
 Viewed: 4/21/2021 6:46:46 PM  
 Signed: 4/21/2021 6:46:57 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Richard Ellis  
 richard.ellis@stockland.com.au  
 Commercial Manager  
 Stockland Development Pty Ltd  
 Signing Group: VIC POA Less than \$750K  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 9BB53D71481D44A...  
  
  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.115.19

Sent: 4/21/2021 6:47:17 PM  
 Viewed: 4/27/2021 4:48:58 PM  
 Signed: 4/27/2021 4:49:34 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Leanne Le  
 leanne.le@stockland.com.au  
 Stockland Development Pty Ltd  
 Security Level: Email, Account Authentication (None)

Sent: 4/27/2021 4:49:59 PM  
 Viewed: 4/28/2021 3:26:06 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dooren Markas - MMH Lawyers  
 dooren@mmhlawyers.com.au  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/18/2021 11:22:14 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Doris Markas  
 dmarkas13@gmail.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/18/2021 2:26:07 PM

**Electronic Record and Signature Disclosure:**  
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Doris Markas  
 dmarkas13@gmail.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/18/2021 11:16:41 AM
Certified Delivered	Security Checked	4/28/2021 3:26:06 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC SIGNATURE CONSENT**

By clicking the consent box, where my signature is given or required to be given on contracts and/or other documents contained within this envelope, I consent to my signature being provided by means of electronic communication/electronic signature.

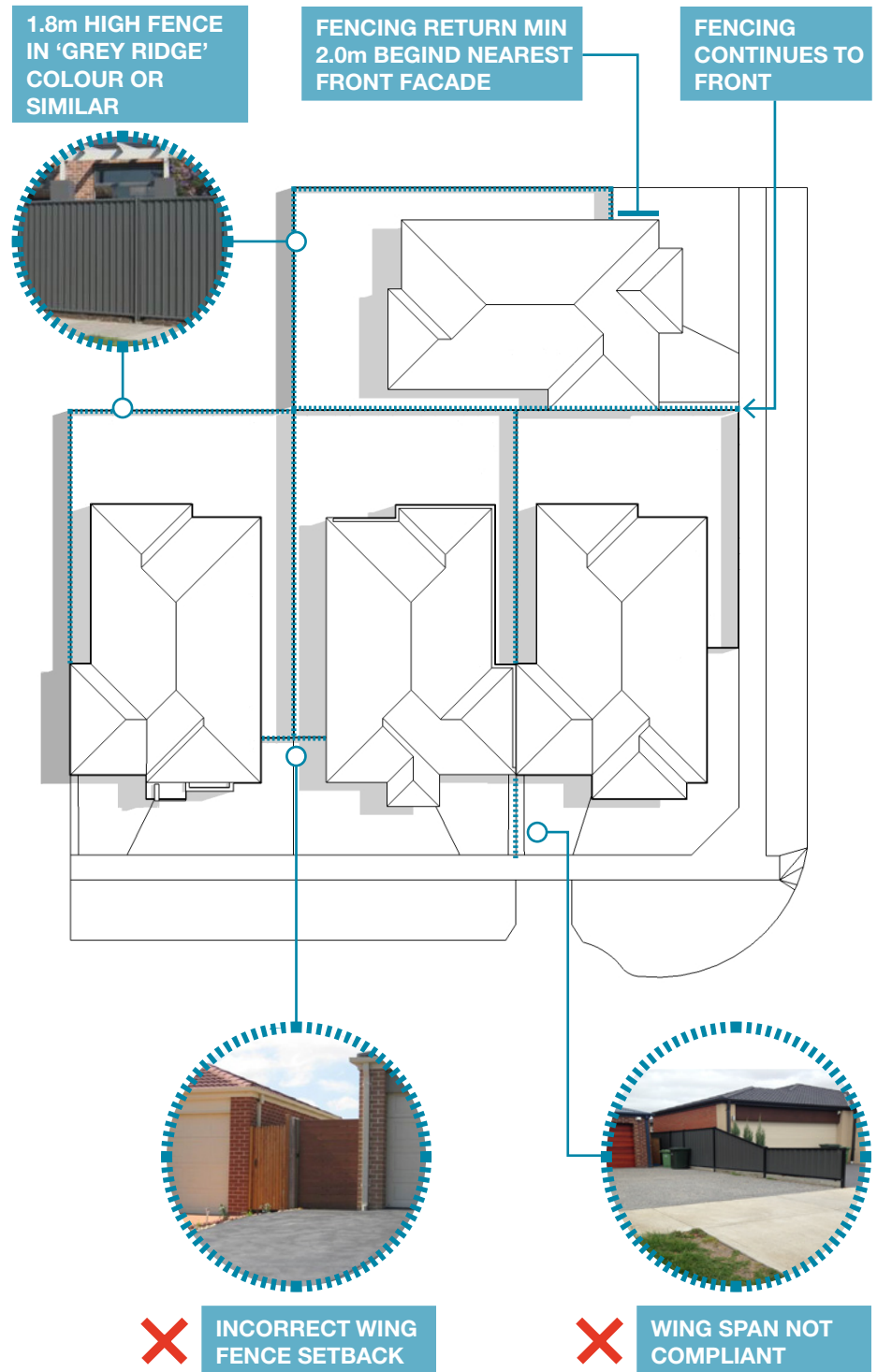
If you choose to fence the front of your lot, you must submit fencing layout and design drawings for approval by Stockland before commencing construction.

Chain mesh or chain link fencing systems will not be approved.

### Mandatory Side and rear fencing

The following fencing standard is required:

- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Grey Ridge' colour or coloured to match
- Acceptable fencing profiles include Lysaght's® 'Neetascreen' or Stratco's® 'Superdek' range, or similar profiles approved in writing by Stockland's Covenant Team.
- Be returned at 90 degrees to the home, to connect with the side of the home or garage wall at least 2.0m behind the nearest front facade
- Continue to the front of the lot if a side boundary forms the rear boundary of an adjoining lot unless otherwise specified





PERSPECTIVE



**Stockland**  
 Stockland Development Pty Ltd ABN: 71 000 064 835  
**Design Approval**  
 This covenant approval does not guarantee that the design or siting of the home will satisfy council. The builder is to ensure that the home satisfies the relevant council or statutory approval requirements prior to site start

SHEET LIST	
00	COVER SHEET
01	NOTES
02	SITE PLAN
03	GROUND FLOOR PLAN
04	FIRST FLOOR PLAN
05	ELEVATIONS
06	ELEVATIONS
07	SECTION
08	WINDOWS & DOORS SCHEDULES
09	ROOF PLAN
10	CONCEPT LANDSCAPE PLAN
1111	EROSION AND SEIDMENT COTROL PLAN



PERSPECTIVE 2



M: 0450 189 797  
 E: INFO@SKBUILDINGDESIGN.COM.AU  
 W: WWW.SKBUILDINGDESIGN.COM.AU



PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:

**COPYRIGHT**  
 THIS PLAN IS THE PROPERTY OF SK BUILDING DESIGN AND MUST NOT BE USED IN WHOLE OR IN PART. LEGAL ACTION WILL BE TAKEN AGAINST ANY PERSON INFRINGING THE COPYRIGHT. DO NOT SCALE DRAWING, FIGURED DIMENSION ONLY TO BE USED. DIMENSIONS TO BE VERIFIED ON SITE BEFORE THE FABRICATION OF ANY BUILDING COMPONENTS. ALL MEASUREMENTS ARE IN MILLIMETRES. ALL DIMENSIONS ARE FRAME TO FRAME.

CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714 (UNREGISTERED)  
 COULEE STREET  
 CRAIGIEBURN 3064

DWG: COVER SHEET  
 SHEET NO: 00 JOB NO: 751-COU  
 SCALE:



STANDARD CONSTRUCTION NOTES

WALL FRAMING

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH;
- AS 1684:2010 NATIONAL TIMBER FRAMING CODE AND ENGINEER'S STRUCTURAL COMPUTATIONS.
- WALL BRACING, FIXING, TIE DOWNS, DURABILITY NOTES & ANY ADDITIONAL ENGINEERING REQUIREMENTS TO BE AS PER ENGINEER'S DETAILS.
- FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY.
- ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH N.C.C. 3.8.3.3

ROOF FRAMING

- PREFABRICATED ROOF TRUSSES TO MANUFACTURER'S
- SPECIFICATIONS-PITCH AS SHOWN ON ELEVATIONS

SLAB AND FOOTINGS

- REINFORCED CONCRETE SLAB AND ASSOCIATED FOOTINGS IN ACCORDANCE WITH ENGINEER'S DETAILS.
- SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR WHERE APPLICABLE.

PLUMBING AND DRAINAGE

- ALL PLUMBING, DRAINAGE & ASSOCIATED WORKS TO COMPLY WITH THE PLUMBING CODE OF AUSTRALIA, N.C.C. & AS 3500 - PLUMBING AND DRAINAGE.

TERMITE PROTECTION

- PROVIDE TERMITE MANAGEMENT SYSTEM AS PER AS 3660.1:2010 - TERMITE MANAGEMENT.

GLAZING

- WINDOW SIZES ARE NOMINATED AS GENERIC CODES; CODES READ AS HEIGHT BY WIDTH.
- ALL GLAZING TO COMPLY WITH; AS 1288:2006 GLASS IN BUILDINGS AS4055:2012 WIND LOADS FOR HOUSING
- PROTECTION OF OPENABLE WINDOWS TO BE PROVIDED IN ACCORDANCE WITH N.C.C. 3.9.2.5

STEPS, STAIRS & BALUSTRADES

- ALL STEPS & STAIRS TO HAVE: 240mm MIN. & 355mm MAX. TREAD DEPTH AND 115mm MIN. & 190mm MAX. RISER HEIGHT IN ACCORDANCE WITH N.C.C. 3.9.1
- BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2 TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE GROUND LEVEL.

WATERPROOFING

- PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- WATERPROOFING OF WET AREAS TO COMPLY WITH; AS 3740:2010 WATERPROOFING OF DOMESTIC WET AREAS &/OR N.C.C. 3.8.1

EXHAUST FAN

- EXHAUST SYSTEMS INSTALLED IN THE KITCHEN, BATHROOM, SANITARY COMPARTMENT OR LAUNDRY MUST COMPLY WITH FLOW RATES AS SPECIFIED IN N.C.C. 3.8.7.3.
- BATHROOM, SANITARY COMPARTMENTS & LAUNDRIES MUST BE DISCHARGED DIRECTLY VIA SHAFT OR DUCT TO OUTDOOR AIR OR TO A VENTILATED ROOF SPACE COMPLYING WITH N.C.C. 3.8.7.4

SMOKE ALARM

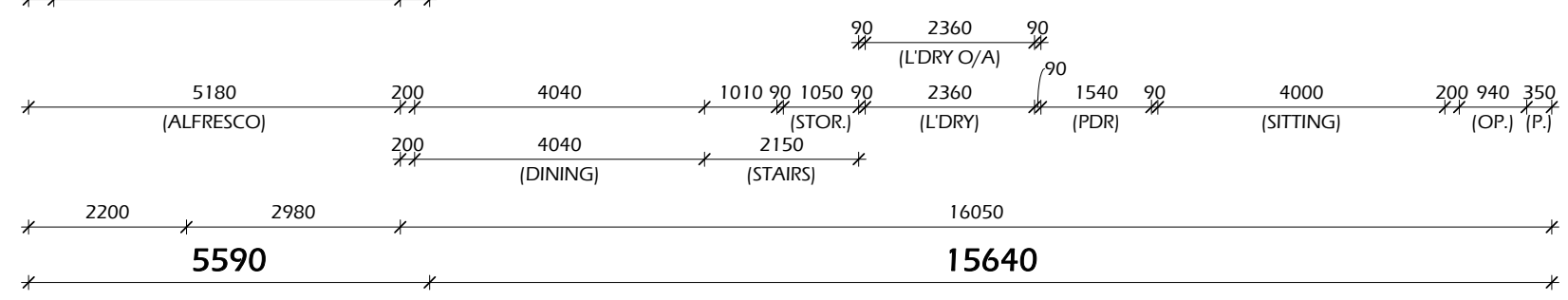
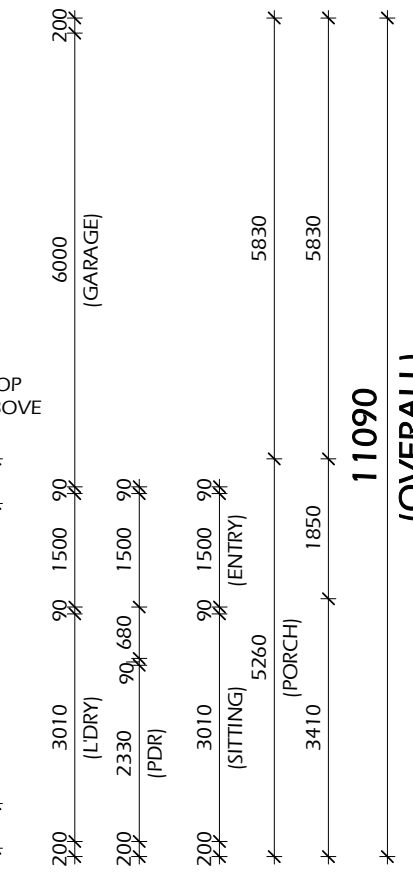
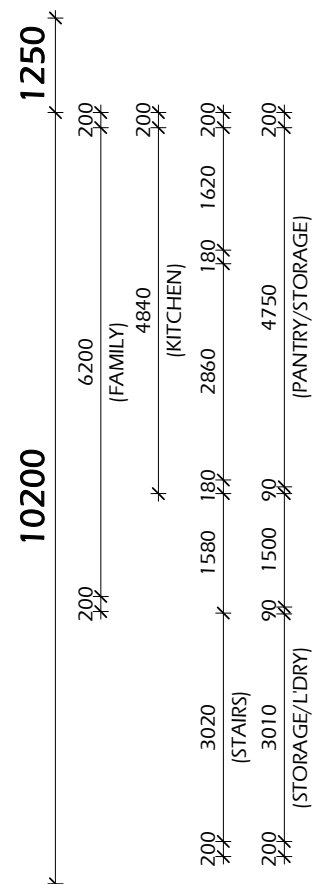
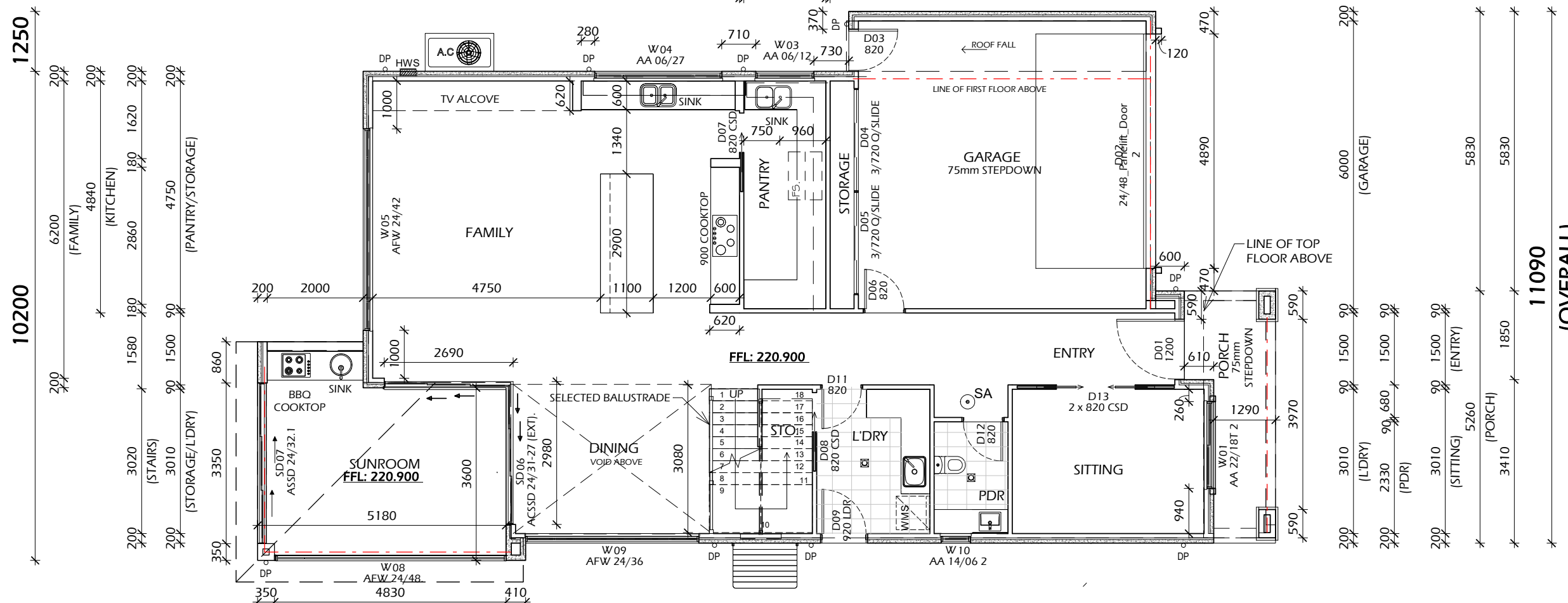
- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH N.C.C. 3.7.5 & AS 3786



Stockland Development Pty Ltd ABN: 71 000 064 835

Design Approval

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LEGEND	
MW	MICROWAVE
DW	DISHWASHER
WM	WASHING MACHINE SPACE
FS	FRIDGE SPACE
SA	SMOKE ALARM
⊗	EXHAUST FAN
DP	DOWN PIPE LOCATION
FW	FLOOR WASTE
WS	WASTE STACK
⊠	ROOF ACCESS
—SB—	STRUCTURAL BEAMS TO ENGINEER'S SPECIFICATIONS

FLOOR AREAS	
GROUND FLOOR	124.02 m <sup>2</sup>
FIRST FLOOR	147.03 m <sup>2</sup>
GARAGE	42.22 m <sup>2</sup>
PORCH	7.91 m <sup>2</sup>
SUNROOM	20.76 m <sup>2</sup>
BALCONY	6.36 m <sup>2</sup>
TOTAL	348.30 m <sup>2</sup>
SQUARES	37.49

M: 0450 189 797  
E: INFO@SKBUILDINGDESIGN.COM.AU  
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PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:

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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

DWG:	GROUND FLOOR PLAN	
SHEET NO:	03	JOB NO:
SCALE:	1:100	751-COU



STANDARD CONSTRUCTION NOTES

WALL FRAMING

- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH:
- AS 1684:2010 NATIONAL TIMBER FRAMING CODE AND ENGINEER'S STRUCTURAL COMPUTATIONS.
- WALL BRACING, FIXING, TIE DOWNS, DURABILITY NOTES & ANY ADDITIONAL ENGINEERING REQUIREMENTS TO BE AS PER ENGINEER'S DETAILS.
- FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY.
- ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH N.C.C. 3.8.3.3

ROOF FRAMING

- PREFABRICATED ROOF TRUSSES TO MANUFACTURER'S
- SPECIFICATIONS-PITCH AS SHOWN ON ELEVATIONS

SLAB AND FOOTINGS

- REINFORCED CONCRETE SLAB AND ASSOCIATED FOOTINGS IN ACCORDANCE WITH ENGINEER'S DETAILS.
- SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR WHERE APPLICABLE.

PLUMBING AND DRAINAGE

- ALL PLUMBING, DRAINAGE & ASSOCIATED WORKS TO COMPLY WITH THE PLUMBING CODE OF AUSTRALIA, N.C.C. & AS 3500 - PLUMBING AND DRAINAGE.

TERMITE PROTECTION

- PROVIDE TERMITE MANAGEMENT SYSTEM AS PER AS 3660.1:2010 - TERMITE MANAGEMENT.

GLAZING

- WINDOW SIZES ARE NOMINATED AS GENERIC CODES. CODES READ AS HEIGHT BY WIDTH.
- ALL GLAZING TO COMPLY WITH: AS 1288:2006 GLASS IN BUILDINGS AS4055:2012 WIND LOADS FOR HOUSING
- PROTECTION OF OPENABLE WINDOWS TO BE PROVIDED IN ACCORDANCE WITH N.C.C. 3.9.2.5

STEPS, STAIRS & BALUSTRADES

- ALL STEPS & STAIRS TO HAVE: 240mm MIN. & 355mm MAX. TREAD DEPTH AND 115mm MIN. & 190mm MAX. RISER HEIGHT IN ACCORDANCE WITH N.C.C. 3.9.1
- BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2 TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE GROUND LEVEL.

WATERPROOFING

- PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- WATERPROOFING OF WET AREAS TO COMPLY WITH: AS 3740:2010 WATERPROOFING OF DOMESTIC WET AREAS &/OR N.C.C. 3.8.1

EXHAUST FAN

- EXHAUST SYSTEMS INSTALLED IN THE KITCHEN, BATHROOM, SANITARY COMPARTMENT OR LAUNDRY MUST COMPLY WITH FLOW RATES AS SPECIFIED IN N.C.C. 3.8.7.3.
- BATHROOM, SANITARY COMPARTMENTS & LAUNDRIES MUST BE DISCHARGED DIRECTLY VIA SHAFT OR DUCT TO OUTDOOR AIR OR TO A VENTILATED ROOF SPACE COMPLYING WITH N.C.C. 3.8.7.4

SMOKE ALARM

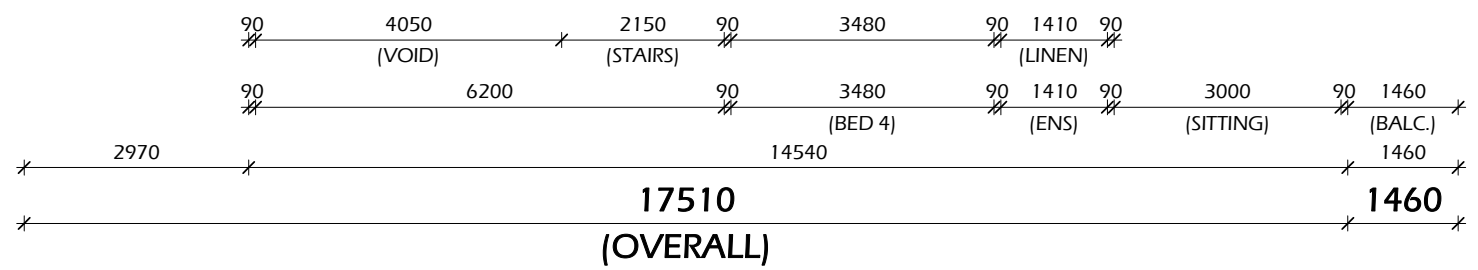
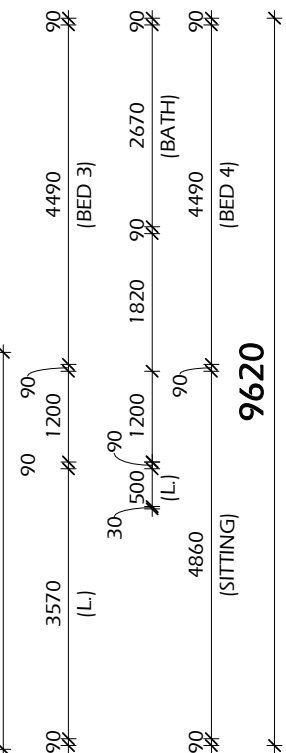
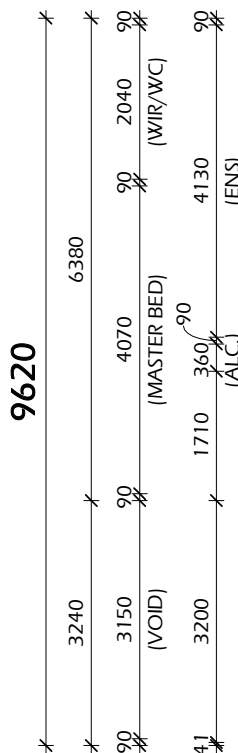
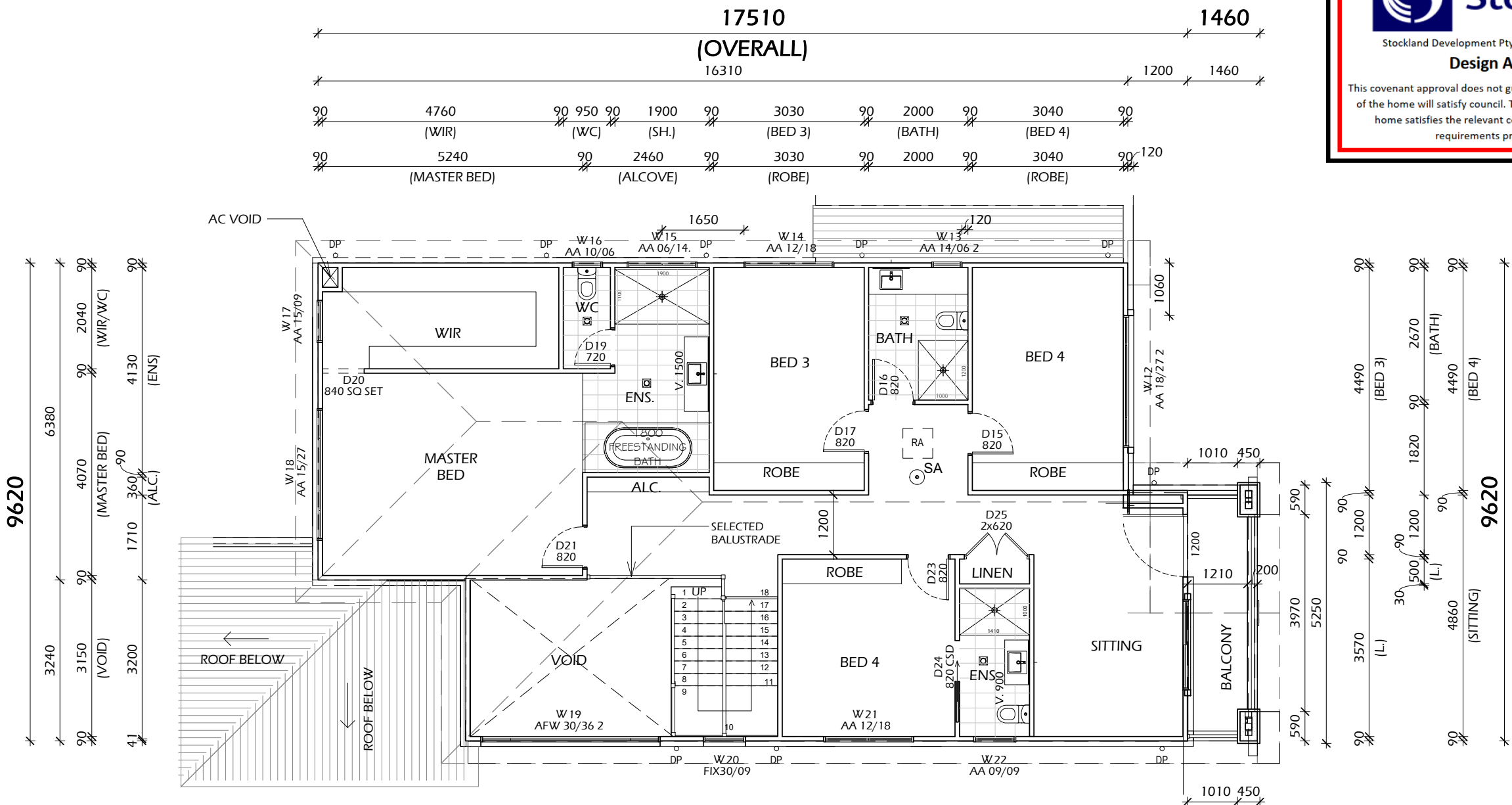
- HARD WIRED PHOTO-ELECTRIC SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH N.C.C. 3.7.5 & AS 3786



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LEGEND	
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DW	DISHWASHER
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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

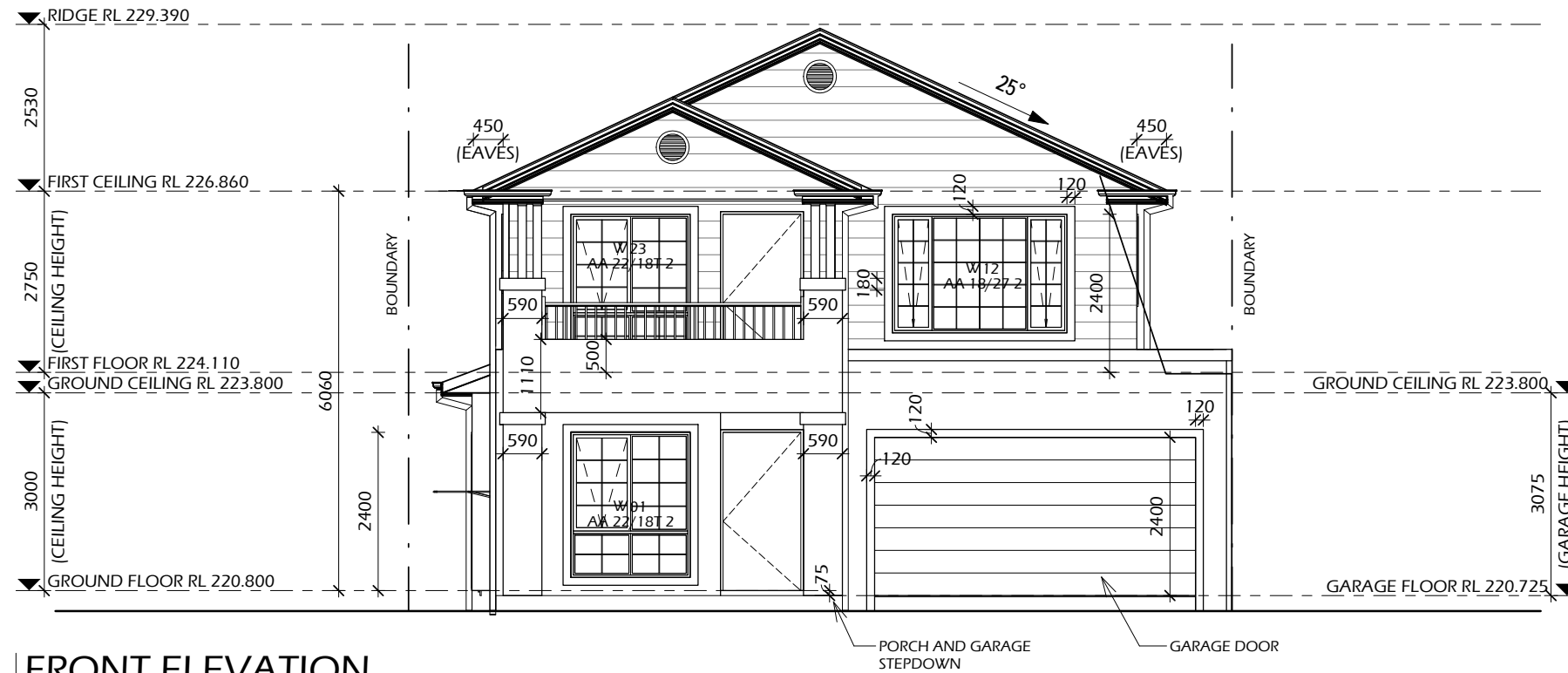
DWG:	FIRST FLOOR PLAN
SHEET NO:	04
SCALE:	1:100
JOB NO:	751-COU



Stockland Development Pty Ltd ABN: 71 000 064 835

**Design Approval**

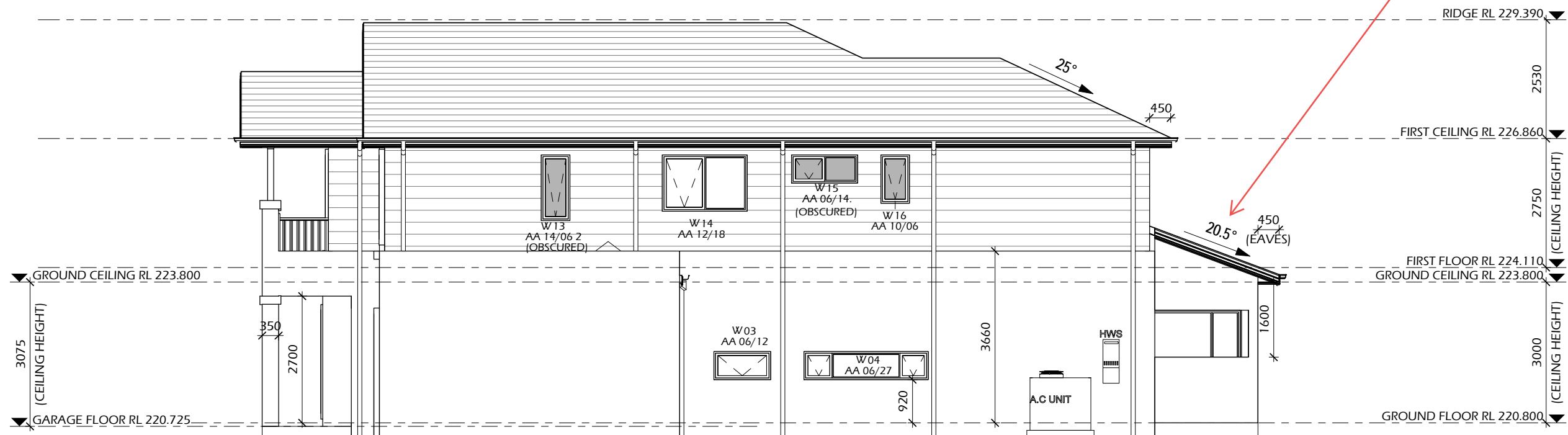
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**FRONT ELEVATION**

1 : 100

approved roof pitch based on design merit



**RIGHT ELEVATION**

1 : 100



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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

DWG:	ELEVATIONS	
SHEET NO:	05	JOB NO:
SCALE:	1 : 100	751-COU



Stockland Development Pty Ltd ABN: 71 000 064 835

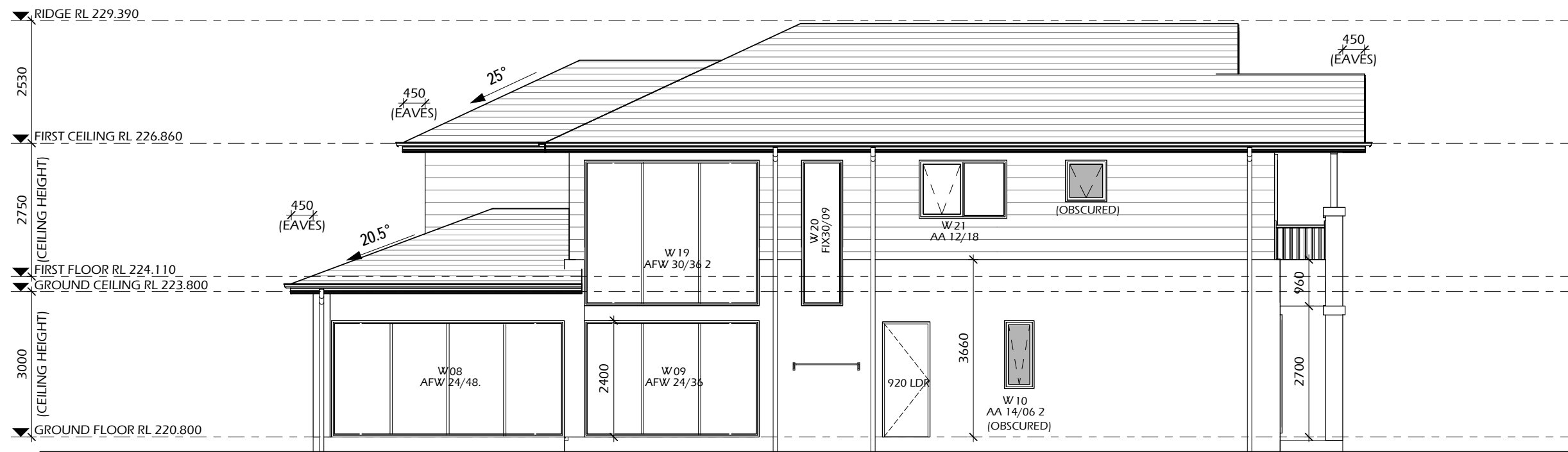
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**REAR ELEVATION**

1 : 100



**LEFT ELEVATION**

1 : 100



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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

DWG:	ELEVATIONS	
SHEET NO:	06	JOB NO:
SCALE:	1 : 100	751-COU

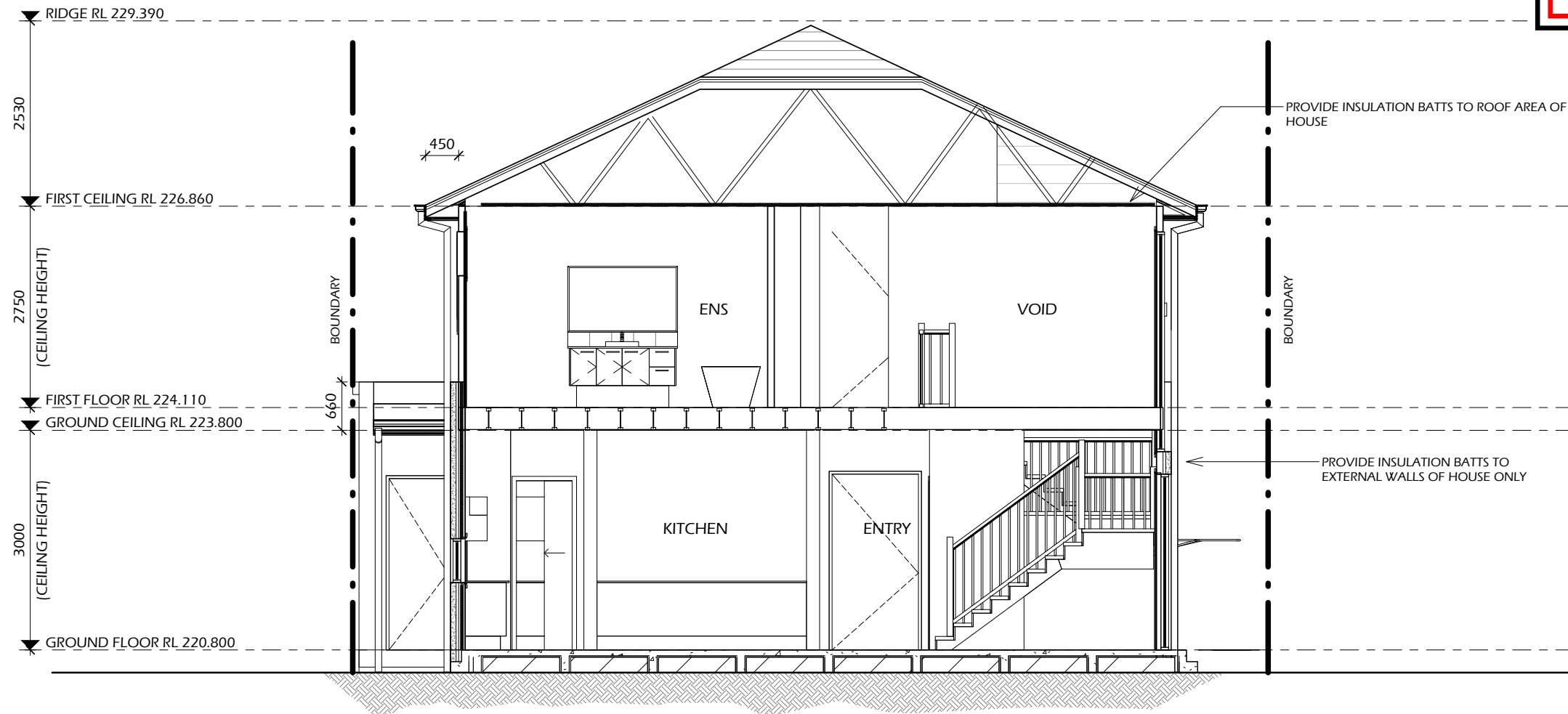


Stockland

Stockland Development Pty Ltd ABN: 71 000 064 835

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FOOTING TO ENGINEER'S DETAILS



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PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:

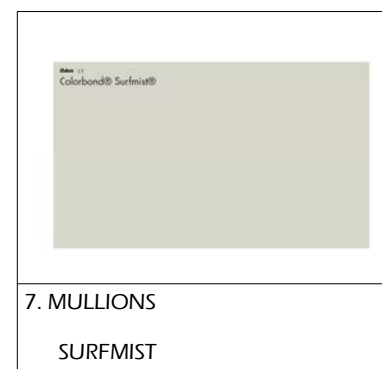
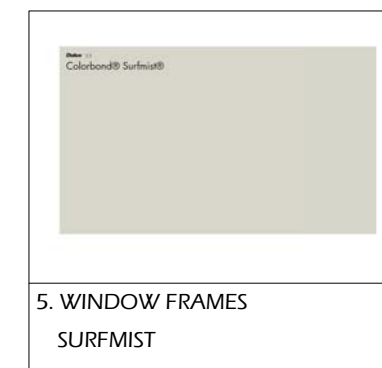
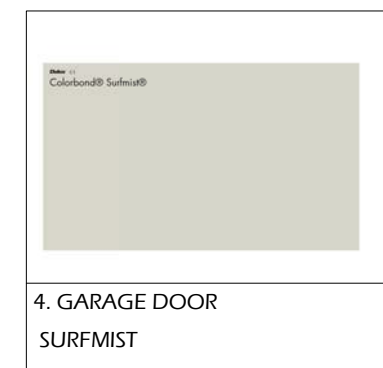
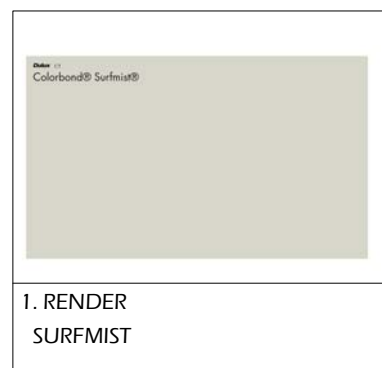
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CLIENT: MR. JAN YAKO  
 ADDRESS: LOT 25714 (UNREGISTERED)  
 COULEE STREET  
 CRAIGIEBURN 3064

DWG:	SECTION
SHEET NO:	07
SCALE:	1:75
JOB NO:	751-COU

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**COLOURS PLAN**


PLAN SCHEDULE	DATE:	DWN:	REMARKS:	CHK BY:

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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

DWG:	COLOURS PLAN	
SHEET NO:	11	JOB NO:
SCALE:	1:100	751-COU

**LEGEND:**

- TURF
- CONCRETE

**Extent of hard paving**

No more than 60% of your front garden is to be hard paved. This includes your driveway.

**Driveways**

The driveway is to be shown on the house plans submitted to Stockland for approval.

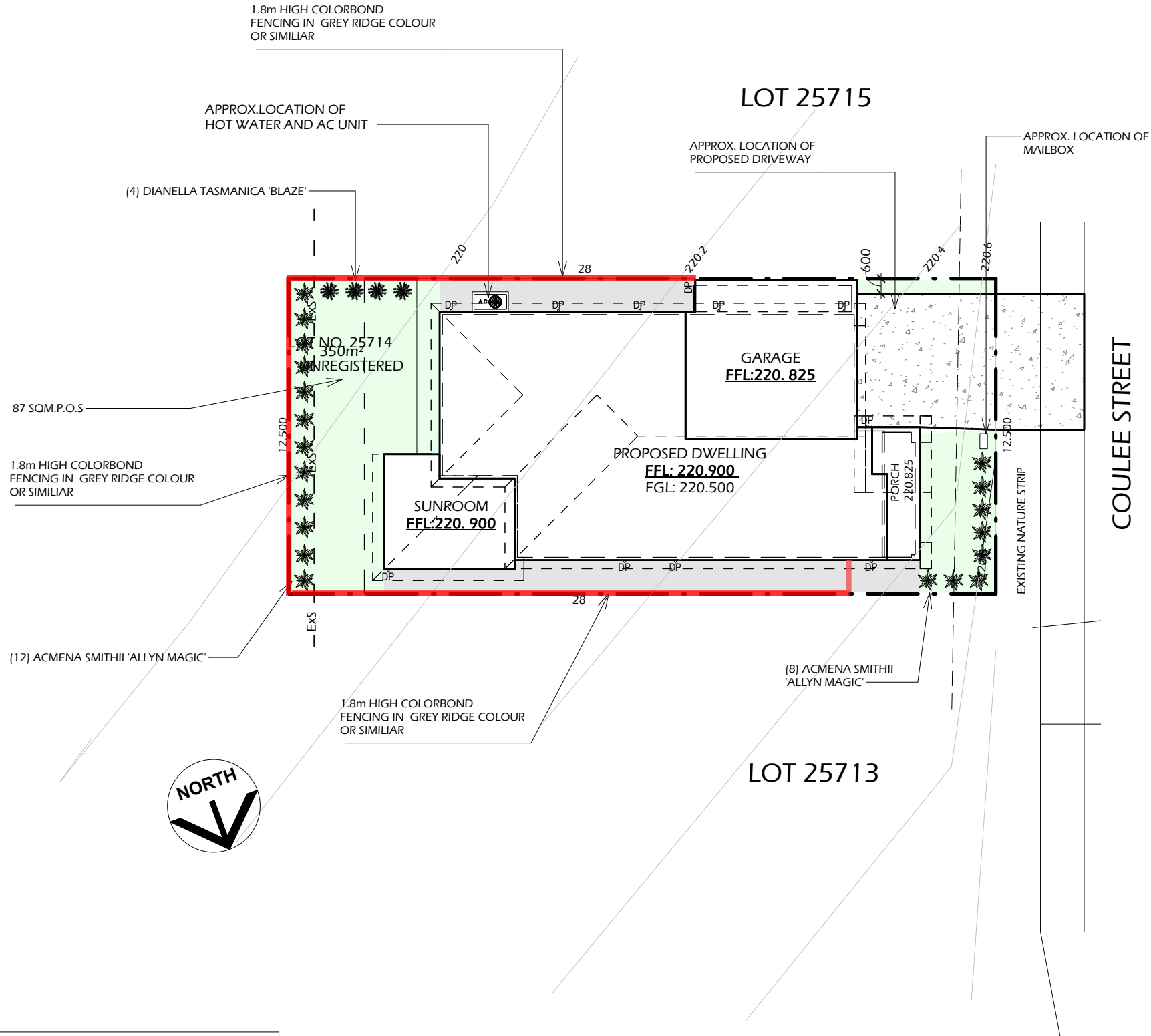
The driveway must be offset a minimum of 500mm from the nearest side boundary.

Driveways must align with the crossover provided by Stockland and be constructed within 1 year of Stockland receiving your Certificate of Occupancy.

Acceptable driveway materials are:

- Stamped or coloured concrete;
- Brick, slate or natural stone pavers;
- Exposed aggregate concrete.

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.



**Stockland**

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**PLANTING LIST**

TYPE	SYMBOL	BOTANIC NAME	COMMON NAME	POT SIZE	QTY	HEIGHT	SPACING
HEDGE		ACMENA SMITHII 'ALLYN MAGIC'	DWARF LILLY PITLY	300mm	21	0.9m HEDGED	1m
PLANTS		DIANELLA TASMANICA 'BLAZE'	DIANELLA	150mm	4	0.4m	0.4m



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CLIENT:	MR. JAN YAKO
ADDRESS:	LOT 25714 (UNREGISTERED) COULEE STREET CRAIGIEBURN 3064

DWG:	CONCEPT LANDSCAPE PLAN	
SHEET NO:	10	JOB NO:
SCALE:	1:200	751-COU