



Maddocks

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

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date / /

Contract of Sale

Property: Lot on plan of subdivision PS836345C

Acacia Estate, Blind Creek Road, Cardigan VIC 3352

DEVELOPMENT VICTORIA ABN 61 868 774 623

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

The terms of this contract are contained in the -

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

in that order of priority.

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

Off-the-plan sales

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

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

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

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

IMPORTANT NOTICE TO PURCHASERS

Section 31
Sale of Land Act 1962

Cooling-off period

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

_____ on ____ / ____ / 20__

print name of person signing

state nature of authority if applicable (e.g.
"director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR

_____ on ____ / ____ / 20__

print name of person signing

state nature of authority if applicable (e.g.
"director", "attorney under power of attorney")

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

Signing Page

Executed by the Vendor

Executed for and on behalf of **Development**)
Victoria under delegation of the Board by its)
authorised signatory:)

.....

Name:

Position:

Particulars of Sale

Vendor's Agent

Name Doepel, Lilly and Taylor
Address 44 Armstrong Street, South Ballarat, Vic 3350
Telephone 03 5331 2000
Contact Leigh Hutchinson

Vendor

Name Development Victoria ABN 61 868 774 623
Address Level 9, 8 Exhibition Street, Melbourne 3000

Vendor's legal practitioner or conveyancer

Name: Development Victoria (Attention: David Jones)
Address: Level 9, 8 Exhibition Street, Melbourne 3000
Telephone: 03 8317 3400 Fax: 03 8317 3666
DX: DX 212380 email: David.jones@development.vic.gov.au

Purchaser

Name:
Address:
Telephone: Fax:
DX: email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Telephone:
DX:

Land (general conditions 3 and 9)

The land is lot on plan of subdivision PS836345C being part of the land in the title in the table below

Certificate of title reference

Volume 11944	Folio 425
--------------	-----------

Property Address

The address of the land is: Acacia Estate, Blind Creek Road, Cardigan VIC 3352

Goods sold with the land (general condition 2.3(f))

Nil

Payment (general condition 11)

Price \$
Deposit \$ _____ being 10% of the Price payable on the day of sale.
Balance \$ _____ payable on the settlement date

GST (general condition 13)

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

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

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

GST Withholding (special condition 18)

1/11th of the Price (prior to adjustments).

Settlement (general condition 10)

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**Subject to Lease**' appear in this box:

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

Terms contract (general condition 23)

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

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

Loan (general condition 14)

Not applicable

Special Conditions

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

If this contract is subject to Special Conditions then particulars of the special conditions are attached.

Particulars of Sale - Schedule 1

FIRB – Purchaser’s Status Declaration

The Purchaser declares that it is a:

Australian Resident

Non-Australian Resident

Copy of Passport Provided

Passport No.

ENCUMBRANCES

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

Particulars of Sale - Schedule 2

Encumbrances to be assumed by the Purchaser

- 1) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
- 2) any easements and restrictions created by the Plan or the *Subdivision Act 1988* (Vic);
- 3) the requirements of any Planning Permit affecting the Property;
- 4) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Planning Permit including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic), including arising out of Planning Permit No. PLP/2018/616 (a copy of which is attached to the Vendor's Statement);
- 5) Memorandum of Common Provisions
- 6) Additional Restrictions; and
- 7) all other encumbrances disclosed or contemplated by this Contract.

Contract of Sale of Real Estate – General Conditions

Title

1. Encumbrances

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

2. Vendor warranties

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

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

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

3. Identity of the land

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

3.2 The purchaser may not:

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

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

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

as though the purchaser was in default.

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

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

8. Builder warranty insurance

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

9. General law land

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

Money

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

10.3 Settlement must be conducted between the hours of 10.00 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.

Special Conditions

1. Definitions and Interpretations

1.1 Definitions

In these special conditions:

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

Additional Restrictions includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic) including any agreement required under condition 22 of the Planning Permit), or other Approval, leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are:

- (a) required by an Authority;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development;
- (d) necessary to satisfy a Requirement; or
- (e) required by NBN Co Limited.

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

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

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

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

Contract means this contract and includes all enclosures and annexures.

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

Deposit Holder means Maddocks Lawyers.

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

Dwelling means a permanent dwelling for residential purposes.

FIRB means the Foreign Investment Review Board.

General Conditions are the conditions formerly set out in Part 2 of the Law Institute of Victoria standard form of contract formerly prescribed by the *Estate Agents (Contracts) Regulations 2008* (Vic).

Goods means the goods (if any) as described in the particulars of sale being the goods sold pursuant to this Contract.

Guarantee means the guarantee and indemnity in the form set out in Schedule 1

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

GST means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) or a direction given under section 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning.

GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated legislation or any amendment or replacement of that Act or legislation.

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

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

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) a judgment or order is made against the person in an amount exceeding \$100,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- (g) any step is taken to do anything listed in the above paragraphs; and
- (h) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Interest means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it including any tax deducted because of a failure by the Purchaser to supply a tax file number.

Land means the land as described in the particulars of sale being the land sold pursuant to this Contract.

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

Loss means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceeding, summons, demand, notice, damage, death, personal injury, suit, judgment, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) liabilities on account of any tax of any nature whatsoever;
- (b) interest and other amounts payable to third parties;
- (c) legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
- (d) amounts paid in settlement of any claim or action; and
- (e) consequential loss and damage (irrespective of its nature or occurrence).

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

Memorandum of Common Provisions means the Memorandum of Common Provisions to be registered by the Vendor in accordance with special condition 8.4.

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

Parent Title means the land comprised in certificate of title volume 11944 folio 425.

Plan means proposed Plan of Subdivision number PS836345C, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the Plan and any restriction noted on the Plan and on Registration by the Registrar, means the Plan in the form in which it is registered.

Planning Permit means planning permit no. PLP/2018/616, a copy of which is attached to the Vendor's Statement and includes any variation, replacement or amendment thereto.

Planning Scheme means the planning scheme applicable to the Property.

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

Property means the Land.

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

Purchaser means the purchaser specified in the particulars of sale.

Purchaser Rights means:

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

under this Contract.

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

Registrar means the Registrar of Titles of Victoria.

Registration Period means the period commencing on the Day of Sale and expiring 36 months after the Day of Sale.

Relevant Authority includes the City of Ballarat, Heritage Victoria, the Environment Protection Authority and any governmental, municipal, statutory, public or other authority having jurisdiction over or in relation to the Property.

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

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

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

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

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

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

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

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

Utilities means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services and includes all installations, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services.

Vendor means the vendor specified in the particulars of sale.

Vendor's Agent means the party named as the Vendor's agent in the Particulars of Sale.

Vendor's Solicitor means the party named as the Vendor's legal practitioner in the Particulars of Sale, or any other legal practitioner notified by the Vendor in writing to the Purchaser.

Vendor's Statement means a statement made under section 32 of the *Sale of Land Act 1962* (Vic). A copy of the Vendor's Statement for this Contract is attached.

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

1.2 Interpretation

1.2.1 In this Contract:

- (a) a reference to:
 - (i) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
 - (ii) the singular includes the plural and vice versa;
 - (iii) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
 - (iv) any gender includes the other genders;
 - (v) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
 - (vi) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.
- (b) including and singular expressions are not words of limitation;
- (c) headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and
- (d) if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

1.2.2 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.

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

- 1.2.4 If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified day.

1.3 Transfer of functions

- 1.3.1 The Purchaser acknowledges that the Vendor may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Vendor (as the case may be) may be transferred to or vested in another entity.
- 1.3.2 If the Vendor is reconstituted, renamed or replaced or if some or all of the Vendor's powers, functions or responsibilities are transferred to or vested in another entity, references in this Contract to the Vendor must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to it or vested in it those powers, functions or responsibilities.

1.4 Unfettered discretion

- 1.4.1 The Purchaser acknowledges and agrees that:
- (a) nothing in this Contract will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Vendor to exercise any of its functions or powers pursuant to any legislation;
 - (b) without limiting subparagraph (a), anything which the Vendor does or purports to do pursuant to its functions and powers under any legislation will not be deemed to be an act or omission by the Vendor under this Contract;
 - (c) where this Contract states that the Vendor will use 'reasonable endeavours' or 'best endeavours' in relation to an outcome, it means that the Vendor will take steps to bring about the relevant outcome so far as it is reasonably able to do so, having regard to its other responsibilities, but the Vendor will not be required to legislate in the future to achieve the relevant outcome;
 - (d) nothing in this Contract will in any way:
 - (i) interfere with or influence the exercise of any statutory power or discretion by any body, including an Authority;
 - (ii) require the Vendor to exercise a power or discretion in a manner that promotes the objectives and expected outcomes of this Contract if the Vendor regards that exercise as not in the public interest;
 - (iii) require the Vendor to develop or implement new policy in a manner that is only consistent with the objectives and expected outcomes of this Contract;
 - (iv) require the Vendor to legislate in the future in a manner that is only consistent with the objectives and expected outcomes of this Contract;
or
 - (v) require the Vendor to act in any other way that the Vendor or the State regard as not in the public interest; and
 - (e) any term of this Contract which does or purports (in whole or in part) to bind the Vendor to exercise any of its functions or powers pursuant to any legislation must be interpreted subject to this special condition 1.4.

- 1.4.2 Despite special condition 1.4.1, the Vendor acknowledges that the Purchaser's legal and equitable rights at common law will be available to the Purchaser and will not inhibit or detrimentally affect the Purchaser's right to recover losses or damages from a breach of this Contract by the Vendor under the common law.

2. Amendments to General Conditions

- 2.1 The Purchaser and the Vendor agree that if there is:
- 2.1.1 any inconsistency between the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions shall prevail and have priority; and
 - 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over this special condition.
- 2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition.
- 2.3 The General Conditions (**GC**) are amended as follows:
- 2.3.1 GC5 is deleted.
 - 2.3.2 GC6 is deleted.
 - 2.3.3 GC7 is amended by adding the following as GC7.16:

“Nothing in this general condition 7 requires the vendor to provide the purchaser with any release from a secured party releasing any property of the tenant from a security interest. The purchaser agrees that the vendor is not required to provide the purchaser with any release, statement, approval or correction of the kind contemplated by this general condition 7 where the security interest is registered in respect of the tenant or the tenant's property on the land.”
 - 2.3.4 GC10.1(b)(i) is amended to read: 'provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and '
 - 2.3.5 GC10.3 is amended by adding a new sentence at the end of the condition as follows: 'A settlement which occurs after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the next day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.'
 - 2.3.6 GC11.2 is amended by inserting the following sentence at the end of the general condition: 'Unless the price includes GST, the reference to "the price" in this GC11.2 refers to the price plus any GST payable on the price.'
 - 2.3.7 GC11.5 is amended to read: 'For the purposes of this general condition "authorised deposit taking institution" means a body corporate which is authorised to use the name "bank" pursuant to the *Banking Act 1959* (Cth).'
 - 2.3.8 GC11.6 is amended by changing the reference to '3 bank cheques' to '5 bank cheques'.

- 2.3.9 GC12 is amended by adding the following as GC 12.4 'Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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'.
- 2.3.10 GC17.2 is amended by deleting the word 'pre-paid' after the word 'by' in GC17.2(b).
- 2.3.11 GC18 is amended by adding an additional sentence as follows: 'Any nomination must be made at least 10 days before the settlement date. If the purchaser wishes to nominate it must deliver to the vendor's solicitor a nomination deed in the form attached to this Contract as Schedule 2 executed by the nominee and the purchaser.'
- 2.3.12 GC20 is amended to read as follows:
- '20.1 If the purchaser is a company other than a public company, the purchaser must procure the execution of the form of guarantee and indemnity contained in Schedule 1 by:
- (a) each of its directors; or
 - (b) a listed company of which the purchaser is a subsidiary,
- at the purchaser's expense and deliver it to the vendor together with the executed contract.
- 20.2 If the purchaser nominates a substitute or additional purchaser which is a company other than a public company, the purchaser must procure the execution of the form of guarantee and indemnity contained in Schedule 1 by:
- (a) each of the substitute or additional purchaser's directors; or
 - (b) a listed company of which the substitute or additional purchaser is a subsidiary,
- at the purchaser's expense and deliver it to the vendor together with the documents referred to in general condition 18.'
- 2.3.13 GC24.4 to 24.6 (inclusive) are deleted.
- 2.3.14 GC25 is amended by adding the following new paragraph at the end of the condition: 'The purchaser acknowledges that without limitation the following items are included within the definition of "a reasonably foreseeable loss":
- (a) all costs associated with bridging finance to complete the vendor's purchase of another property;
 - (d) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
 - (e) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property, and
 - (f) if the default results in settlement being delayed until after 31 December in any calendar year, any additional land tax incurred by the vendor as a

result of the land being included in the vendor's land tax assessment for the next calendar year (calculated on the basis that the land is treated as the only land of which the vendor is owner).'

2.3.15 GC26 is amended to read as follows:

'Interest at the rate of 15% per annum is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.'

2.3.16 GC27.1 is amended to read as follows:

'27.1 A party is not entitled to exercise any rights arising from the other party's default, other than:

- (a) the right to receive interest;
- (b) in the case of a default by the purchaser, payment of the vendor's reasonable costs incurred as a result of the default (including but not limited to legal costs and expenses); and
- (c) the right to sue for money owing,

until the other party is given and fails to comply with a written default notice.'

2.3.17 GC28.4(a) is amended to read as follows: 'an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property.'

2.3.18 GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to " the price" in this GC28 refers to the price plus any GST payable on the price.'

3. Deposit

- 3.1 The Deposit must not exceed 10% of the Price. The Deposit must be paid to the Vendor's Agent named in this Contract on the Day of Sale, to be held on trust for the Purchaser in accordance with the Sale of Land Act and this special condition 3 until the Registration of the Plan.
- 3.2 The Vendor and the Purchaser authorise the Vendor's Agent to transfer the Deposit to Maddocks Lawyers (**Deposit Holder**) to be held on trust by the Deposit Holder for the Purchaser in accordance with the Sale of Land Act and this special condition 3 until the Registration of the Plan. The Deposit Holder is acting as the Vendor's Solicitor solely for the purpose of holding the Deposit on trust in accordance with the Sale of Land Act and this special condition 3 until the Registration of the Plan.
- 3.3 The Vendor and the Purchaser authorise the Deposit Holder to invest the Deposit in an interest bearing trust account in the joint names of the Vendor and the Purchaser and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit.
- 3.4 Upon registration of the Plan the Deposit must be held or invested by the Deposit Holder upon the terms set out in this special condition as stakeholder for the parties.
- 3.5 Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number to the Vendor's Solicitor.

- 3.6 If the Purchaser breaches special condition 3.5, and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's Solicitor or to the Deposit Holder prior to receiving the Interest, whereupon the Interest is payable to the Purchaser.
- 3.7 The Purchaser and the Vendor must not make any Claim on the Deposit Holder for any matter arising out of this special condition 3.

4. Registration of Plan

- 4.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.
- 4.2 The Vendor must at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 4.2 does not require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined in the *Domestic Building Contracts Act 1995 (Vic)*.
- 4.3 If the Plan is not registered by the Registrar within the Registration Period then, prior to the Plan being registered:
- 4.3.1 the Purchaser has the right to rescind this Contract by giving notice in writing to that effect to the Vendor; or
 - 4.3.2 the Vendor may give the Purchaser notice in writing in accordance with section 10B of the Sale of Land Act that it proposes to rescind the Contract in 28 days (**Rescission Date**). If the Purchaser consents to the rescission in writing prior to the Rescission Date, then this Contract is rescinded effective on the Rescission Date. If the Purchaser consents to the rescission after the Rescission Date, the Contract is rescinded effective on the date the Purchaser gives consent.
- 4.4 The Vendor discloses to the Purchaser the following:
- 4.4.1 the Vendor is required to give notice to the Purchaser of the proposed rescission of the Contract under this special condition;
 - 4.4.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
 - 4.4.3 the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind the Contract; and
 - 4.4.4 the Supreme Court of Victoria may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.
- 4.5 If this Contract is rescinded pursuant to special condition 4.3:
- 4.5.1 the Vendor must refund to the Purchaser all deposit money paid under this Contract;
 - 4.5.2 unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure Registration of the Plan.

5. Amendments to Plan

Subject to section 9AC of the Sale of Land Act:

- 5.1 the Vendor may make such minor alterations to the Plan that:
- 5.1.1 may be necessary to:
 - (a) accord with surveying practice;
 - (b) alter the Plan so that the land in the Plan is developed in stages or so that the Lots being sold under this Contract are combined into one lot or retained as separate Lots, the Purchaser acknowledging that any such alteration does not materially affect the Lots to which this Contract relates; or
 - (c) comply with any Requirement, or any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or
 - 5.1.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it;
- 5.2 the Purchaser acknowledges and agrees that section 10(1) of the Sale of Land Act 1962 does not apply to this Contract in respect of the final location of an easement shown on the certified Plan;
- 5.3 the Purchaser must accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots sold under this Contract and any other Lot or Lots on the registered Plan;
- 5.4 the Purchaser must not make any objection, requisition or exercise any of the Purchaser Rights because of:
- 5.4.1 any amendment or alteration to the Plan which does not materially affect the Purchaser;
 - 5.4.2 any alleged misdescription of the Property or deficiency in its area or measurements;
 - 5.4.3 any street address allocation, any street numbering of any Lot (including the Purchaser's Lot) or any renumbering of Lots (including the Purchaser's Lot) or stages on the Plan;
 - 5.4.4 an alteration to the Plan which results in a change to the area of the Property of less than 5%; or
 - 5.4.5 the reconfiguration and/or consolidation of Lots (other than the Purchaser's Lot) including Lots beside the Purchaser's Lot; and
- 5.5 for the purposes of special condition 5.4, the Purchaser agrees that those changes contemplated are a minor variation or discrepancy and do not materially affect the Purchaser.

6. Caveat

- 6.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the Property prior to the Settlement Date.
- 6.2 The Purchaser acknowledges that this special condition is an essential term of this Contract.
- 6.3 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition 6. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition 6.
- 6.4 The Purchaser appoints the Vendor's Solicitors as its attorney to withdraw any such caveat or to sign a withdrawal of such caveat. This appointment survives the rescission or termination of this Contract by either party.

7. Disclosure of Surface Level Works

- 7.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Property or any land abutting the Property in the same subdivision as the Property which:
- 7.1.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
- 7.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,
- are set out in the plan of surface level works attached as Schedule 3 to this Contract.
- 7.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor at any time), and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 7.3 The Purchaser must not exercise the Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Schedule 3.

8. Encumbrances

8.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of the Planning Scheme.

8.2 Easements

8.2.1 The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Act; and

- (b) buys the Property subject to all easements and encumbrances affecting the Property including those created or implied by the Act.

8.2.2 The Purchaser must not exercise any of the Purchaser Rights including delaying settlement in relation to any matter referred to in this special condition.

8.3 Additional Restrictions

8.3.1 The Purchaser acknowledges and agrees that in accordance with condition 22 of the Planning Permit, a section 173 agreement will be registered over the title to the Property requiring the Vendor and any prospective purchasers of the Property to acknowledge that they have been made aware of, and accept, that the Property is located adjacent to the Ballarat West Employment Zone and the Ballarat Airport where those existing uses may give rise to amenity impacts.

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

8.3.3 Without limiting special condition 8.3.1, the Purchaser acknowledges that the Vendor may be required to:

- (a) grant leases or other occupation rights to third parties including, without limitation, Authorities, and suppliers of Utilities; or
- (b) create or grant easements, covenants, restrictions or other rights and obligations including the entering into of any agreement under section 173 of the *Planning and Environment Act 1987* (Vic),

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

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

8.3.5 The Vendor does not give any assurance:

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

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

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

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

8.4 Memorandum of Common Provisions

- 8.4.1 The Purchaser acknowledges that prior to the Settlement Date that the Vendor intends to lodge for registration a Memorandum of Common Provisions incorporating the Acacia Residential Guidelines attached at Schedule 4.
- 8.4.2 The Purchaser acknowledges that the Vendor may make changes to the Memorandum of Common Provisions on or before the registration of the Memorandum of Common Provisions that:
- (a) may be necessary to comply with any Requirement, or any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or
 - (b) in the opinion of the Vendor, are required to give effect to the Vendor's vision for the Development, including but not limited to, building a residential neighbourhood with an attractive and cohesive streetscape.
- 8.4.3 The Purchaser acknowledges that
- (a) it purchases the property subject to the provisions of the Memorandum of Common Provisions and must comply with the Memorandum of Common Provisions; and
 - (b) the instrument of transfer of the Property will include the Memorandum of Common Provisions as registered.
- 8.4.4 The Purchaser must not make any objection, requisition or exercise any of the Purchaser Rights because of any amendment or alteration to the Memorandum of Common Provisions which does not materially affect the Purchaser.
- 8.4.5 This special condition will not merge on Settlement.

9. Property Controls

- 9.1 The Purchaser:
- 9.1.1 accepts the Property:
 - (a) with all Property Controls; and
 - (b) in its present condition with all defects (including fill) and any non-compliance with any Property Controls;
 - 9.1.2 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in special condition 9.1.1; and
 - 9.1.3 shall not exercise any Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.
- 9.2 The Purchaser assumes full responsibility for compliance with each applicable Property Control in so far as it relates to the Property as from the Settlement Date and agrees to hold the Vendor indemnified at all times against all Claims arising out of a failure to comply with a Property Control from the Settlement Date.

10. Utilities

- 10.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Property and that the Property may have underground services located below the surface level of the Property.
- 10.2 The Purchaser shall not exercise any Purchaser Rights by reason of:
- 10.2.1 any Utility which is a joint service with any other land or building;
 - 10.2.2 any Utility servicing the Property or any other property passing through, under or over the Property whether subject to a registered easement or otherwise;
 - 10.2.3 if, as a result of the presence of Utilities on the Property, any Authority or any other person or property has the benefit of any right or easement over the Property in respect of Utilities; or
 - 10.2.4 any additional construction or foundation costs arising from the existence of any underground services.
- 10.3 The Purchaser acknowledges that the Utilities referred to in the Vendor's Statement as being available to the Property may be laid outside the boundary of the Property and it will be the responsibility of the Purchaser to connect those Utilities to the Property, including payment of any connection fee.

11. Outgoings

- 11.1 All Outgoings for the Property must be adjusted between the Vendor and the Purchaser on the basis that they have or must be paid by the Vendor. Despite this special condition the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.
- 11.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser is either:
- 11.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:
 - (a) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or
 - (b) on such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

12. Land Tax

- 12.1 Despite any other provision in this Contract, the parties agree that:
- 12.1.1 for the purpose of special condition 11.2 or General Condition 15, no adjustment will be made at settlement in relation to any land tax assessed or payable in relation to the property at the Settlement Date; and
 - 12.1.2 the Vendor:

- (a) is liable and responsible for payment of the relevant assessment of land tax effected on 31 December of the year preceding the Settlement Date; and
- 12.1.3 must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.

13. FIRB Approval

13.1 If the Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the particulars of sale or this section of the particulars of sale is otherwise not completed, then the Purchaser:

13.1.1 warrants to the Vendor, as an essential term of this Contract, that it is an Australian Resident and the acquisition of the Property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and

13.1.2 agrees that if the warranty in special condition 13.1.1 is breached, the Purchaser must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

13.2 If the Non-Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the particulars of sale:

13.2.1 the Purchaser must, as an essential term of this Contract, promptly after the Day of Sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act of this purchase and keep the Vendor informed of the progress of the FIRB approval application;

13.2.2 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale;

13.2.3 this Contract is subject to the condition precedent that the Purchaser obtains FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 30 days of the Day of Sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which:

(a) the Purchaser may by notice in writing within 5 days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from this Contract; or

(b) the Vendor may, at its discretion, elect to rescind this Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,

and the Deposit will be refunded to the Purchaser.

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

For the avoidance of doubt, if the Purchaser does not withdraw from this Contract in accordance with special condition 13.2.3(a), special condition 13.2.3(a) will be of no further force or effect and thereafter the Purchaser will be taken to have warranted to the Vendor that it has obtained or no longer requires FIRB approval for the purchase of the Property.

13.2.5 General Conditions 16.2 and 27 do not apply to special condition 13.2.3.

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

14. Restriction on re-sale prior to settlement

- 14.1 The Purchaser must not:
- 14.1.1 Sell (other than a mortgage to finance its acquisition of the Property under this Contract) the whole or any part of its interest in the Property;
 - 14.1.2 erect or display, or cause to be erected or displayed, any sign, notice or advertisement (whether visible from the outside of the Property or not) offering the Property for sale; or
 - 14.1.3 publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement offering the Property for sale (including any sign, notice or advertisement in print, electronic or online form),
- until after the Settlement Date.
- 14.2 The Purchaser must not assign or transfer the Purchaser's rights or interest pursuant to this Contract prior to the Settlement Date.
- 14.3 On or before the Settlement Date, the Purchaser must not without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion or subject to conditions as the Vendor deems fit) publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement (including any sign, notice or advertisement in print, electronic or online form) which, in the Vendor's opinion, is published:
- 14.3.1 in connection with a proposed nomination by the Purchaser of a substitute or additional transferee pursuant to GC18 of this Contract; or
 - 14.3.2 in an attempt to find or secure a person who the Purchaser may wish to nominate as a substitute or additional transferee pursuant to GC18 of this Contract.
- 14.4 If the Purchaser breaches special conditions 14.1.2, 14.1.3 or 14.3, the Purchaser must procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the Vendor or the Vendor's Solicitor to do so, failing which, and without limiting any of the Vendor's rights under this Contract, the Purchaser irrevocably appoints the Vendor as its attorney to do all things necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn.
- 14.5 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition 14.
- 14.6 The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.

15. Staged Development

- 15.1 The Purchaser acknowledges that the:
- 15.1.1 Land forms part of the Development by the Vendor, which may occur in stages;

- 15.1.2 Vendor may elect to stage the Development;
- 15.1.3 Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in future:
- (a) subdivide the Subsequent Stage Land;
 - (b) carry out or permit the carrying out of building works on the Subsequent Stage Land;
 - (c) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
- (a) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
- (b) refrain from doing any or all of these things; and
- 15.1.4 Vendor cannot and does not give any assurances as at the Day of Sale as to:
- (a) the timetable for carrying out the Development;
 - (b) the nature of the Development (including the number of lots, height of the Development, types of uses and the facilities to be provided); and/or
 - (c) the manner in which the Development will be carried out.
- 15.2 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in special condition 15.1.2, 15.1.3 and 15.1.4
- 15.3 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of this special condition 15. The Purchaser agrees that the indemnity will not merge on completion.
- 15.4 This special condition will not merge on settlement, but will continue in full force and effect.

16. Vendor may conduct activities

- 16.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots the Vendor and persons authorised by the Vendor may:
- 16.1.1 conduct selling activities from the Site;
 - 16.1.2 place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
 - 16.1.3 place and maintain on and about the Site an office or facility or both for the Vendor and its representatives.
- 16.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in their efforts to sell by public auction or

otherwise the remaining Lots in the Development including without limitation the use of signs and public auctions.

- 16.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser must not, and must ensure that all persons authorised by the Purchaser to occupy the Property do not, cause any nuisance which may hinder the marketing and sale of the Lots.
- 16.4 If the Purchaser wishes to sell or lease their Property, for as long as the Vendor remains an owner of a Lot or Lots, the Purchaser agrees not to erect any signs including advertising boards on the Property unless such sign or advertising board is authorised by the Vendor and the Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 16.4.
- 16.5 This special condition will not merge on settlement, but will continue in full force and effect.

17. Additional Construction

- 17.1 If construction of the Development has not been completed on the Settlement Date, the Purchaser must not at any time after the Settlement Date:
- 17.1.1 object to the carrying out of any works on the Development by any party;
 - 17.1.2 object to the dust, noise or other discomforts that may arise during the course of completion of these works; or
 - 17.1.3 institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of these works,
- provided they do not materially or unreasonably affect the Purchaser's use and enjoyment of the Property and, if material and unreasonable, the Purchaser has provided the Vendor with reasonable notice prior to exercising the rights contemplated by this special condition.
- 17.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection or seeking to claim damages or delaying settlement of this Contract or bringing any proceedings against the Vendor, or any other person in relation to:
- 17.2.1 the presence of any electrical or water substation or telecommunications towers or associated equipment in proximity to the Site and/or the Property which may be visible from the Site and/or the Property and any associated noise and/or emissions (if any);
 - 17.2.2 the location of any electricity powerlines (and the Purchaser acknowledges that such powerlines may or may not be above or below ground);
 - 17.2.3 any delay in the completion of the Site or Development; or
 - 17.2.4 the abandonment of any part of the Site or Development.
- 17.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Site or the Development or to carry out any part of the Site or the Development (including any part of the Site or the Development as varied).

18. GST Withholding Payments and Notifications

18.1 In this special condition 18, terms have the following meanings:

18.1.1 **Withheld GST** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the Tax Act;

18.1.2 **TAA** means the Taxation Administration Act 1953 (Cth); and

18.2 This special condition is taken to be a 'Vendor Notice' for the purposes of section 14-255(1) of Schedule 1 of the TAA. In complying with its obligations under section 14-255 of Schedule 1 to the TAA, the Vendor hereby notifies the Purchaser (**Vendor Notification**) that:

18.2.1 the Purchaser has an obligation to withhold an amount under section 14-250 of Schedule 1 of the TAA;

18.2.2 the Withheld GST is 1/11th of the Price (prior to adjustments) as stated in the Particulars of Sale;

18.2.3 the Withheld GST under special condition 18.2.2 is to be paid on the Settlement Date, via either:

- (a) electronic settlement through the platform Property Exchange Australia Limited (**PEXA**); or
- (b) if electronic settlement through the PEXA platform is unavailable for any reason, the Purchaser must provide the Vendor (or the Vendor's nominee) with a Bank Cheque on or before the Settlement Date that is payable to the Commissioner of Taxation for the amount of the Withheld GST; and

18.2.4 the Vendor's legal name and Australian Business Number is Development Victoria ABN 61 868 774 623

18.3 If the Purchaser has an obligation to withhold, no later than 10 Business Days prior to the Settlement Date, the Purchaser must lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Purchaser Notification**). If the Vendor Notification is provided to the Purchaser less than 10 Business Days prior to the Settlement Date, the Purchaser must lodge the Purchaser Notification being lodged with the ATO within 1 Business Day of receiving the Vendor Notification.

18.4 The Purchaser will 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.

18.4.1 a copy of the Purchaser Notification; and

18.4.2 a copy of any receipt together with any payment reference number and lodgement reference number received by the Purchaser in response to the Purchaser Notification.

18.5 If the Purchaser provides a Bank Cheque in accordance with special condition 18.2.3(b), the Vendor:

18.5.1 undertakes to send that Bank Cheque to the ATO as soon as is reasonably practicable after Settlement; and

- 18.5.2 will provide the Purchaser with a receipt for that Bank Cheque.
- 18.6 If the Purchaser does not comply with its obligations under this special condition 18, the Vendor can delay Settlement until such time as the Vendor is satisfied that the Purchaser has complied or will comply with its obligations under this special condition.
- 18.7 If and to the extent that, in addition to the Purchaser Notification, the Purchaser is required to notify the ATO of completion of the parties' obligations under this Contract or any other transaction details:
- 18.7.1 the Purchaser must complete and electronically submit such notification (including Form 2) to the ATO on the Settlement Date, and provided completion of the parties' obligations under this Contract occurs at that time, or such other earlier time as required by the ATO; and
- 18.7.2 the Purchaser will immediately notify the Vendor in writing once it has submitted such notification to the ATO and will provide a copy of that notification to the Vendor at the same time.
- 18.8 The Purchaser will indemnify 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 18.
- 18.9 Subject to the Purchaser complying with its obligations under this special condition 18, the parties agree that the Purchaser's payment of the Withheld GST in accordance with this special condition will satisfy the Purchaser's obligations 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 18, the Vendor retains the right to payment of the full consideration under this Contract.

19. Foreign resident capital gains withholding payments

- 19.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 19.2 Every Vendor under this Contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 19.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (**the Amount**) because one or more of the Vendors is a foreign resident, the Property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-2215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 19.4 The Amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the Amount as is represented by non-monetary consideration.
- 19.5 The Purchaser must;

- 19.5.1 engage a legal practitioner or conveyancer (**Representative**) to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
- 19.5.2 ensure that the Representative does so.
- 19.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interest and instructions that the Representative must:
- 19.6.1 pay, or ensure payment of, the Amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this special condition if the sale of the Property settles;
- 19.6.2 promptly provide the Vendor with proof of payment; and
- 19.6.3 otherwise comply, or ensure compliance with, this special condition.
- Despite:
- 19.6.4 any contrary instructions, other than from both the Purchaser and the Vendor; and
- 19.6.5 any other provision in this Contract to the contrary.
- 19.7 The Representative is taken to have complied with the obligations in this special condition 19.6 if:
- 19.7.1 the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- 19.7.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 19.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 Business Days before the due date for settlement.
- 19.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the Amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 Business Days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 19.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the Amount.

20. Insolvency Event

If an Insolvency Event occurs in relation to the Purchaser or any guarantor under the Guarantee at any time prior to the Settlement Date, the Purchaser shall be deemed to have committed a default under this Contract and the Vendor may at any time thereafter exercise any of its rights in accordance with this Contract, including rescission.

21. Acknowledgements

The Purchaser acknowledges:

- 21.1 having received from the Vendor or the Vendor's Agent:
 - 21.1.1 the Vendor's Statement executed by the Vendor; and
 - 21.1.2 a copy of this Contract;
- 21.2 that the Purchaser has read and understood those documents (including all attachments); and
- 21.3 that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the price has been made by or on behalf of any estate agent representing the Vendor.

22. No Warranties

- 22.1 The Purchaser acknowledges and agrees that it:
 - 22.1.1 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
 - 22.1.2 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
 - 22.1.3 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitors or the Vendor's Agent other than those expressly set out in this Contract; and
 - 22.1.4 purchases the Property 'as is, where is' in its current condition and with all existing patent and latent defects or omissions, infestations, contamination, faults and dilapidation, and the Vendor shall not be obliged to do any works whatsoever in relation to the Property as a pre-condition to settlement being effected.
- 22.2 Without limiting Special Condition 22.1, the Purchaser acknowledges and agrees that:
 - 22.2.1 the site costs associated with the construction of a dwelling on the Property may increase as a result of tree roots that might be present under the surface of the Property; and
 - 22.2.2 the Vendor does not make any representation in relation to any tree roots on or under the Property including their existence or location.
- 22.3 The Purchaser shall not exercise any Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

23. Whole Agreement

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements

provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

24. Non-Merger

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

25. Environmental condition

25.1 The Purchaser acknowledges and accepts:

25.1.1 the condition of the Property including the presence of any Contaminant in, or on emanating from the Property;

25.1.2 that the Purchaser buys the Property because of the Purchaser's own inspection and enquiries and subject to any Contaminant which may affect the Property.

25.2 The Vendor does not make any representation or warranty as to:

25.2.1 the presence of any Contaminant in, on or emanating from the Property;

25.2.2 whether the Property complies with any environmental Law

25.2.3 the fitness of the Property for any particular use or development.

26. Fencing responsibility

26.1 The Purchaser is responsible for all fencing notices served on or after the Day of Sale (whether or not this Contract is unconditional) and, subject to obtaining the Vendor's prior written consent (given or withheld at the Vendor's absolute discretion and which may be given subject to conditions) is entitled to enter on the Property to comply with a fencing notice.

26.2 The Purchaser consents to the Vendor disclosing the Purchaser's name and contact details to adjoining owners, their agents or representatives for the purpose of issuing a fencing notice or any other notice as required to comply with General Condition 21.

26.3 The Purchaser accepts the Property in its condition at the Day of Sale and may not call on the Vendor to pay for or contribute to the cost of the construction of fences irrespective of whether notices to fence had been served on the Vendor on or before the Day of Sale.

26.4 While the Vendor is the owner of any land adjoining or contiguous to the Property, the Purchaser must not require the Vendor to pay for or contribute to the cost of a fence or fences between the land retained by the Vendor and the Property.

26.5 When the Purchaser sells the Property or any part of it, the Purchaser warrants to include this special condition for the Vendor's benefit for as long as the Vendor is the owner of any land adjoining or contiguous to the Property.

27. Personal Information

27.1 In this special condition:

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

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

27.1.2 **Personal Information** has the meaning given to that term in the Privacy Act.

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

27.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to in this Contract;

27.2.2 for planning, marketing and product development by the Vendor or a Related Body Corporate including in relation to a development other than the Development;

27.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;

27.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);

27.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Property;

27.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, information technology and data storage providers, market research organisations, mail houses and delivery companies;

27.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract or takes or proposes to take an assignment or novation of the Vendor's rights under this Contract;

27.2.8 to any of the Vendor's and/or the Developer's financiers and those financiers' advisers; and

27.2.9 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

28. Delayed Settlement

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

28.1 fails to settle on the due date for settlement as set out in the particulars of sale to this Contract (**Due Date**); or

28.2 requests an extension to the Due Date,

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

29. Electronic Conveyancing

29.1 In this special condition:

29.1.1 **ECNL** means the Electronic Conveyancing National Law Victoria;

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

29.1.3 **ELN** means Electronic Lodgement Network;

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

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

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

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

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

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

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

29.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.

29.4 Without limiting special condition 29.3, the parties agree to adopt the following process in respect of an Electronic Settlement:

29.4.1 the Vendor or the Vendor's Solicitor must open the workspace within 5 days after Registration of the Plan by the Registrar;

29.4.2 the Vendor or the Vendor's Solicitor must invite the Purchaser or its representative to the workspace on or before the Registration of the Plan (at which point the Vendor's Solicitor sets the Settlement Date and time);

29.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions no later than 7 days before settlement;

29.4.4 the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 5 days before settlement;

- 29.4.5 once the transfer of land and notice of acquisition are signed by both parties, the Purchaser must not unsign or make any changes to the documents without the Vendor's prior written consent;
 - 29.4.6 the Purchaser must accept the Settlement Date and time proposed by the Vendor or the Vendor's Solicitor in its invite no later than 5 days before settlement;
 - 29.4.7 once the Purchaser accepts the Settlement Date and time the Purchaser must not, and must procure that its financier does not, change the Settlement Date or time without the Vendor's prior written consent;
 - 29.4.8 the Vendor or the Vendor's Solicitor must prepare the adjustments and input destination funds into the ELN no later than 3 days before settlement;
 - 29.4.9 the Purchaser must input source funds into the ELN no later than 1 day before settlement;
 - 29.4.10 if the Vendor has complied with its obligations in this special condition 29.3, the Purchaser must ensure the workspace is 'Ready Ready' by 10am on the Settlement Date;
 - 29.4.11 if the Purchaser fails to comply with special condition 29.4.10, the Vendor is not required to effect settlement until a day on which the workspace is 'Ready Ready' by 10am. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 29.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract;
 - 29.4.12 subject to special condition 29.4.10, once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect settlement; and
 - 29.4.13 if, pursuant to special condition 29.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract or the Purchaser fails to effect settlement on the date settlement is due under this Contract in accordance with special condition 29.4.12, special condition 28 will apply.
- 29.5 The Purchaser acknowledges that:
- 29.5.1 the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation; and
 - 29.5.2 settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- 29.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 29.7 The Vendor is not responsible for any error caused by the ELN or ELNO.

- 29.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this special condition 29
- 29.9 The parties agree that if there is any inconsistency between this special condition and the General Conditions and other special conditions then, except in the case of manifest error, to the extent of any inconsistency this special condition will prevail and have priority over the General Conditions and other special conditions.

30. Marketing materials

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

31. Stamp Duty

- 31.1 The parties agree to adopt the following process in respect of the on-line duties form:
- 31.1.1 the Vendor or the Vendor's Solicitor must create the on-line duties form and invite the Purchaser to complete and sign the form within 5 days after Registration of the Plan by the Registrar;
 - 31.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 7 days of receipt;
 - 31.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 5 days before settlement;
 - 31.1.4 if the Purchaser has complied with special condition 31.1.3, the Vendor must sign the on-line duties form no later than 3 days before settlement;
 - 31.1.5 once the on-line duties form is signed by both parties, the Purchaser must not unsign or make any changes to the form without the Vendor's prior written consent;
 - 31.1.6 despite special condition 31.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date; and
 - 31.1.7 if the Purchaser fails to comply with special condition 31.1.6 and unsigns or amends the on-line duties form on the Settlement Date, the Vendor is not required to effect settlement until the next Business Day after the on-line duties form is signed by both parties. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 31.1.7, the Vendor effects settlement after the date settlement is due under this Contract and special condition 28 will apply.
- 31.2 The Purchaser warrants to the Vendor, as at the date that settlement takes place, that the information provided by it in the on-line duties form is true and correct and agrees that, if this warranty is breached, it must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct result of a breach of that warranty.

- 31.3 The Purchaser must provide the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties on the date settlement is due under this Contract. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties if the Purchaser fails to give the settlement statement in accordance with this special condition. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 31.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 31.4 The Purchaser acknowledges and agrees that:
- 31.4.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property under this Contract and that the Purchaser has made its own enquiries and investigations;
- 31.4.2 it is liable to pay any amount of duty assessed by the State Revenue Office; and
- 31.4.3 it must not make any objection, requisition or exercise the Purchaser Rights because of the amount of stamp duty assessed in connection with the sale and transfer of the Property to the Purchaser under this Contract.

32. Restriction on re-sale after settlement

- 32.1 Without limiting special condition 14, if the Purchaser at any time before the Purchaser has completed the construction of a Dwelling on the Land has, or intends to, enter into a contract for the sale or transfer of the Property, the Purchaser must obtain the Vendor's prior written consent to the intended or actual sale or transfer of the Property (such consent not to be unreasonably withheld provided the Purchaser complies with its obligations under this special condition 32, and the Purchaser must:
- 32.1.1 not erect a sign on the Property advertising the Property for sale;
- 32.1.2 deliver to the Vendor or the Vendor's Solicitor within 30 days of entering into a contract of sale or transfer of the Property whichever is earlier:
- (a) details of the new owner of the Property (**New Owner**); and
- (b) a cheque payable by the New Owner to the Vendor's Solicitor for \$380 (plus GST) being the Vendor's costs for preparing the deed contemplated by special condition 32.2;
- 32.1.3 make the contract or agreement with the New Owner conditional upon the Purchaser obtaining the Vendor's consent to the sale or transfer and the New Owner executing the deed contemplated by special condition 32.2(d); and
- 32.1.4 include in its contract or agreement with the New Owner an entitlement to procure the New Owner to execute the deed contemplated by special condition 32.2
- 32.2 If the Vendor consents to the sale under special condition 32.1, the Vendor will prepare and deliver to the Purchaser a deed (**On Sale Deed**) to be executed by the New Owner in the in favour of the Vendor and in the form reasonably required by the Vendor under which the New Owner covenants to the Vendor that:
- (a) it has been provided by the Purchaser with a copy of the special conditions of this Contract which survive settlement of the Property and continue to

bind the New Owner including special conditions 8, 14, 15, 16 and 17 (**Ongoing Special Conditions**), has reviewed the Ongoing Special Conditions and has agreed to purchase the Property on the basis that those Ongoing Special Conditions will apply to the New Owner;

- (b) it will comply with all of the Ongoing Special Conditions;
 - (c) it is aware of and agrees that where the Vendor owns any land adjoining the Property, that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00; and
 - (d) it will require, at the New Owner's cost, any purchaser or transferee from the New Owner to execute a further acknowledgment in favour of the Vendor in the same terms as are set out in this special condition 32.1;
- 32.3 The Purchaser must deliver to the Vendor the On Sale Deed executed by the New Owner prior to the sale or transfer of the property to the New Owner being completed.
- 32.4 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and arising in respect of the matters set out in this special condition (including a failure by the Purchaser to comply with the provisions of this special condition).
- 32.5 The Purchaser acknowledges and agrees that not all of the Lots will be sold before the Settlement Date.

33. Commercial Interests

- 33.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 33.2, are reasonably necessary to protect the Vendor's legitimate interests by:
- 33.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and
 - 33.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.
- 33.2 Without limiting the operation of special condition 33.1, the parties agree that special conditions 8.4, 14, and 32 of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 33.1.

Schedule 1 Guarantee

Guarantee and Indemnity

To: DEVELOPMENT VICTORIA ABN 61 868 774 623

By: The guarantors named in the schedule (**Guarantors**)

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

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

- 8.2 (in addition to any other mode of service permitted by law) may be served on the Guarantors by post addressed to their last known addresses in Victoria. Any notice served in this manner will be deemed to have been served the next business day after the date of posting.
- 9. As a separate and severable covenant, the Guarantors agree to indemnify you :
 - 9.1 against the non-payment by the Purchaser of any amounts due under the Contract (including interest due on overdue instalments or principal); and
 - 9.2 in respect of all costs, charges and expenses you incur as a result of any default on the part of the Purchaser under the Contract.
- 10. This guarantee and indemnity will not be terminated by the death of any of us and will bind our respective legal personal representatives and will endure for the benefit of you and your successors and assigns.
- 11. In this guarantee and indemnity, 'Guarantors' means the guarantors or any of them and where the context permits refers to the Guarantors jointly and severally.

Schedule (attach additional page(s) if more room required)

Purchaser:

Name: _____ *Address:* _____

Guarantors:

Name: _____ *Address:* _____

Dated the _____ day of _____ 20____

Signed by _____)
 in the presence of: _____)

.....
 Witness

Schedule 2 Nomination Deed

Nomination Deed

Relating to a Contract between:

Vendor:

Purchaser:

and/or Nominee

Property:

Nominee:

Nominee's address:

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

Nominee's email:

Nominee's telephone number:

Guarantor:

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

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

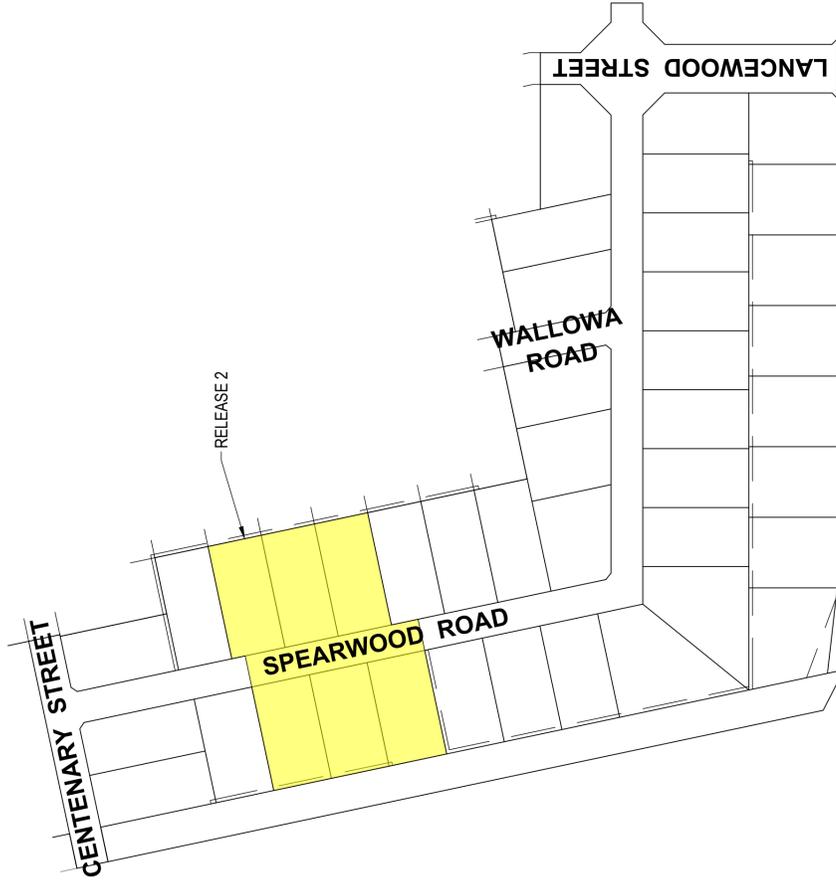
.....
Witness

Schedule 3 Plan of Surface Level Works

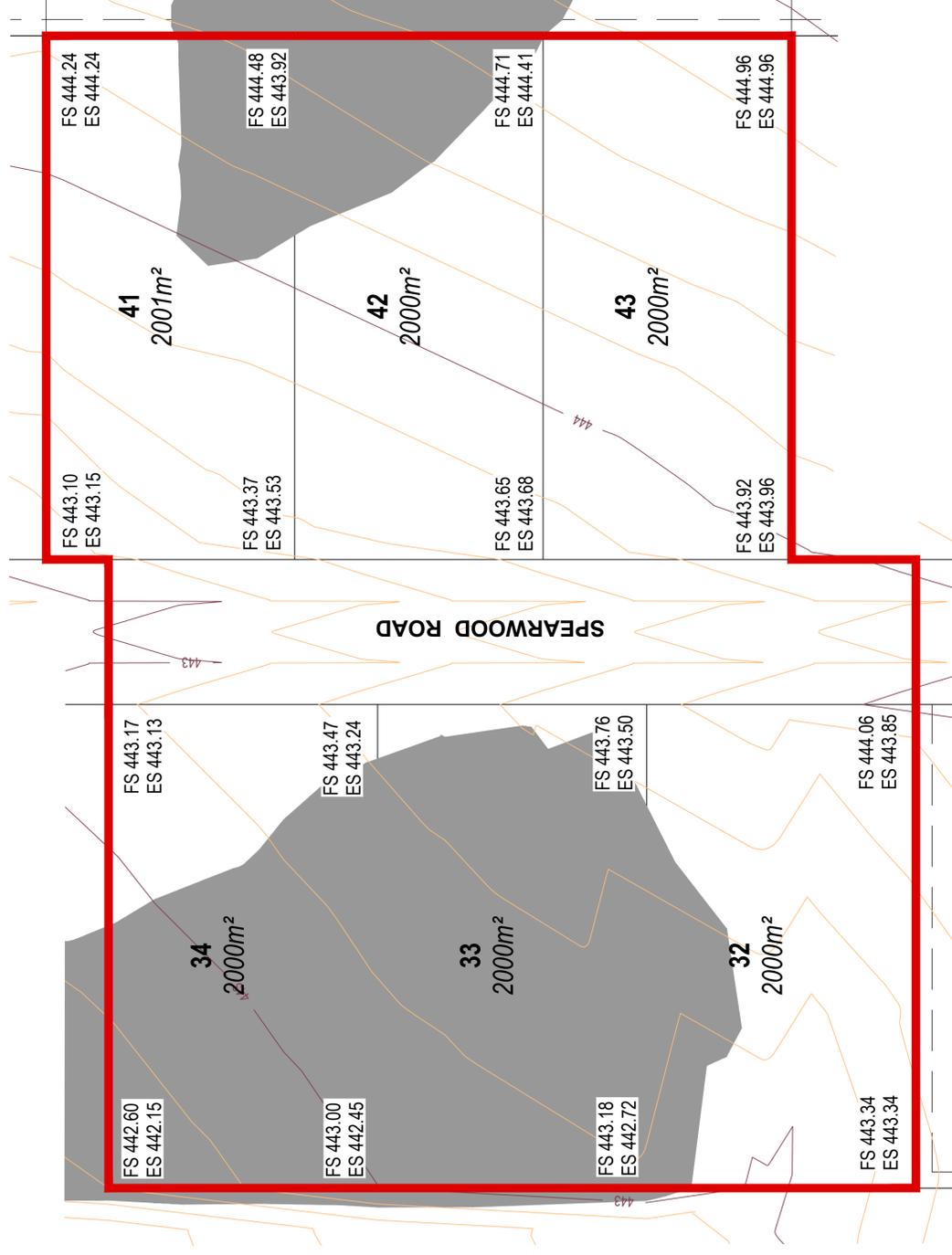
NOTE:
 ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DIGITAL DRAWING OR DATA. ANY SET WORKS UNDER TAKEN USING CardnoTGM DIGITAL DRAWINGS OR DATA SHOULD BE CHECKED AGAINST THE ORIGINAL DRAWINGS OR DATA. THE SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

- DESIGN SURFACE CONTOURS
- FINISHED SURFACE LEVEL
- NATURAL SURFACE LEVEL
- EXTENT OF FILL (+300mm)



LOCALITY VIEW
SCALE 1:2000



PLAN VIEW
SCALE 1:400

PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	DESIGNED	DATE
01	PRELIMINARY	05/03/2020	J.H.							M. ANTON	MARCH 2020
										J. HADFIELD	AS SHOWN
										CardnoTGM	A1/A3

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 653W, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com

DEVELOPMENT VICTORIA

PROJECT:
ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

DRAWING TITLE:
PRELIMINARY LOT GRADING LEVELS
- RELEASE 2

CONCEPT DRAWING

REF. No.: 19298-201

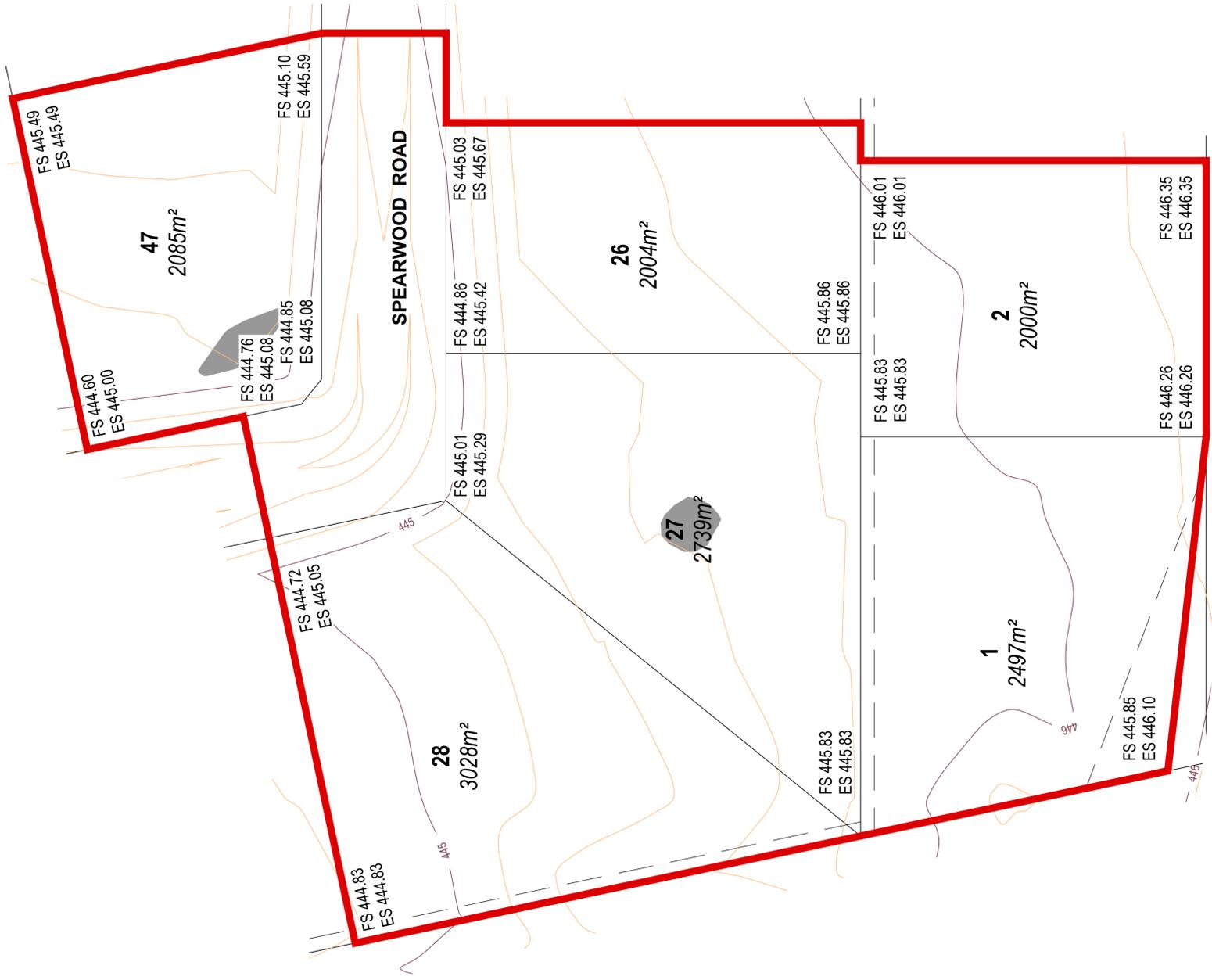
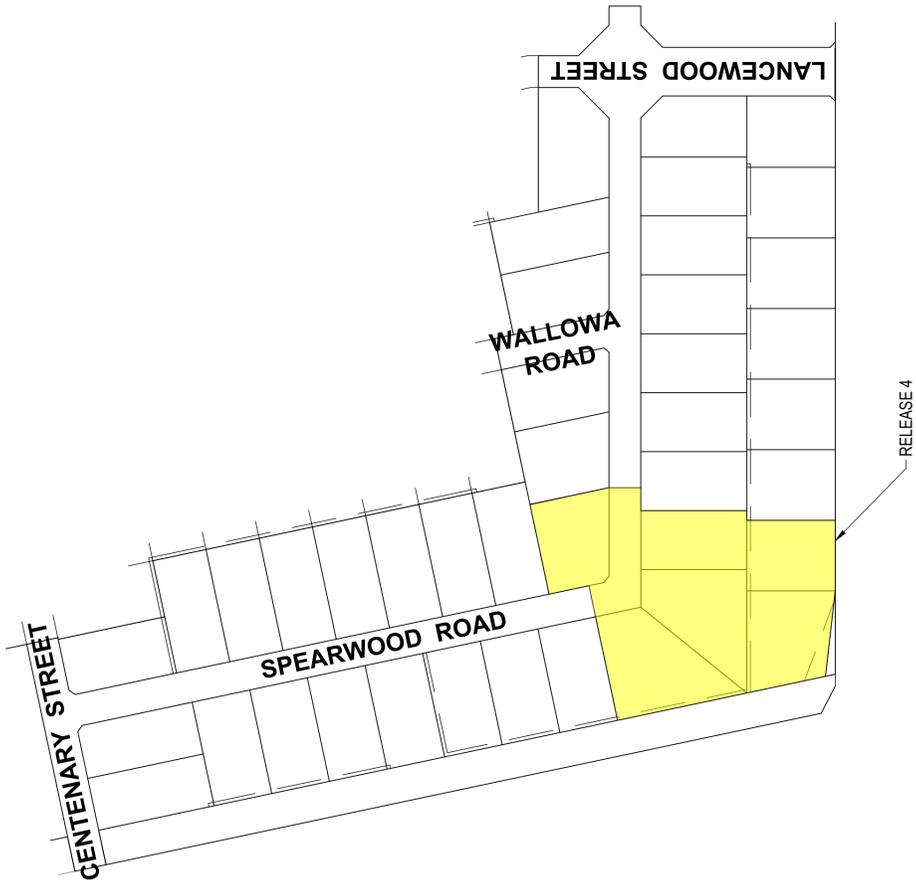
SHEET OF 7

REV 01

NOTE:
 ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DIGITAL DRAWING OR DATA. ANY SET WORKS UNDERTAKEN USING Electronic Drawings or Data SHOULD BE CHECKED AGAINST THE ORIGINAL DRAWINGS OR DATA. SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

- DESIGN SURFACE CONTOURS
- FINISHED SURFACE LEVEL
 FS 441.22
- NATURAL SURFACE LEVEL
 ES 441.87
- EXTENT OF FILL (+300mm)



PLAN VIEW
 SCALE 1:400

PRELIMINARY DRAWING
 NOT TO BE USED FOR CONSTRUCTION

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	05/03/2020	J.H.						

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 653W, Ballarat West) 3350
 Email: victoria@cardno.com.au | Web: www.cardno.com

DEVELOPMENT VICTORIA

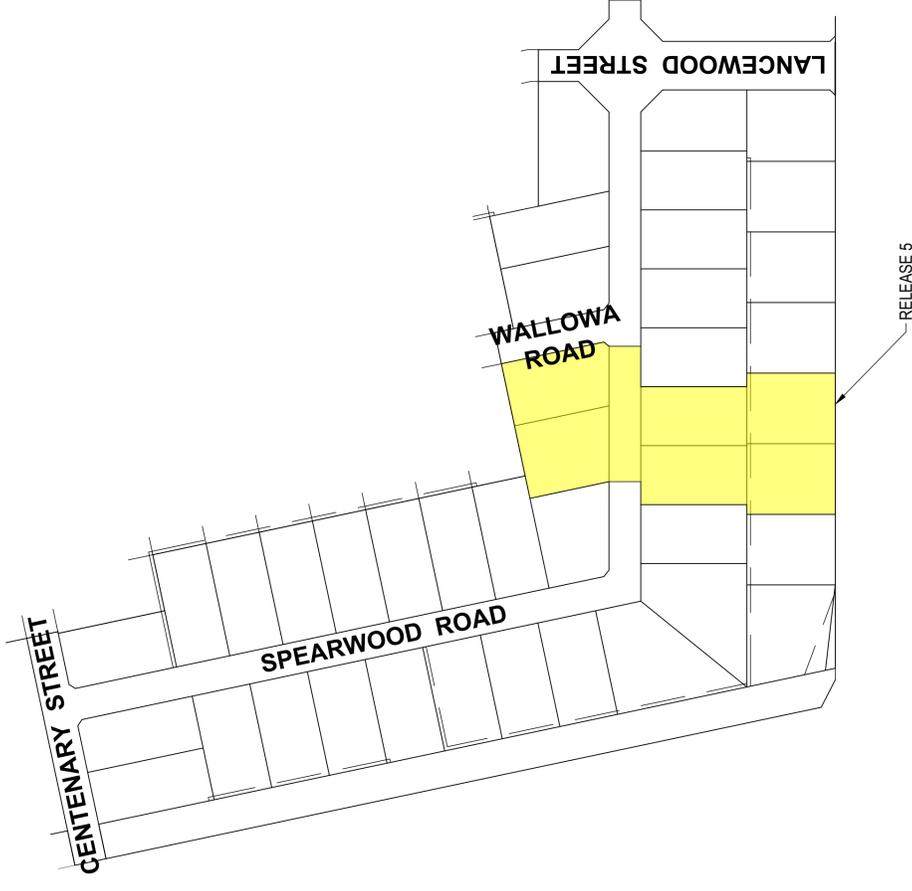
CLIENT: ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

PROJECT: ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352	CONCEPT DRAWING
DRAWING TITLE: PRELIMINARY LOT GRADING LEVELS - RELEASE 4	
REF. No: 19298-201	SHEET LG4 OF 7
	REV 01

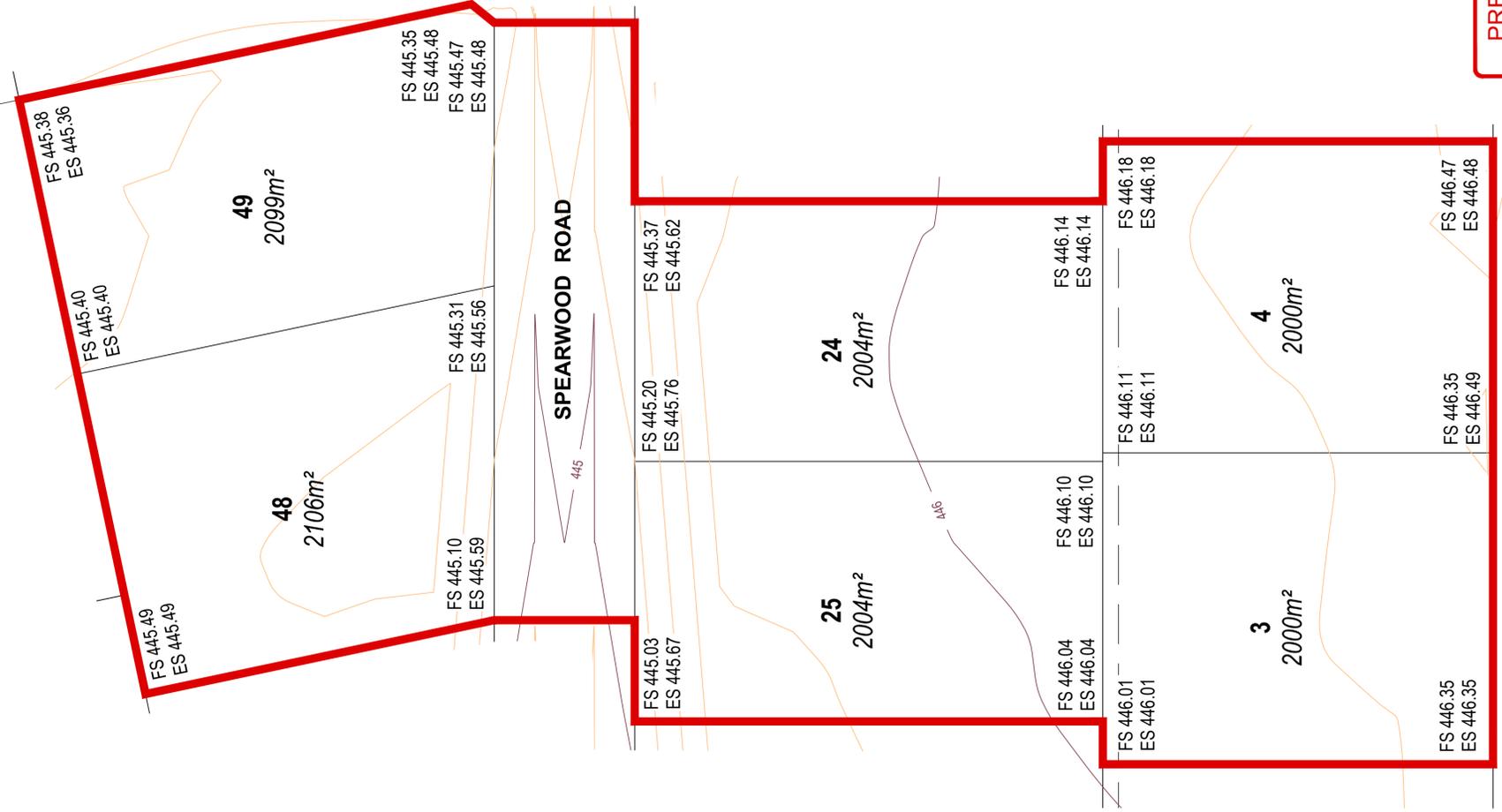
NOTE:
 ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DIGITAL DRAWING OR DATA. ANY SET WORKS UNDERTAKEN USING CHIEF ENGINEER DRAWINGS OR DATA SHOULD BE CHECKED AGAINST THE ORIGINAL CHIEF ENGINEER DRAWINGS OR DATA. SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

- DESIGN SURFACE CONTOURS
- FINISHED SURFACE LEVEL
 FS 441.22
- NATURAL SURFACE LEVEL
 ES 441.87
- EXTENT OF FILL (+300mm)



LOCALITY VIEW
 SCALE 1:2000



PLAN VIEW
 SCALE 1:400

PRELIMINARY DRAWING
 NOT TO BE USED FOR CONSTRUCTION

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	05/03/2020	J.H.					

Cardno TGM
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 653W, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com
 ABN 11 125 568 461

DEVELOPMENT VICTORIA

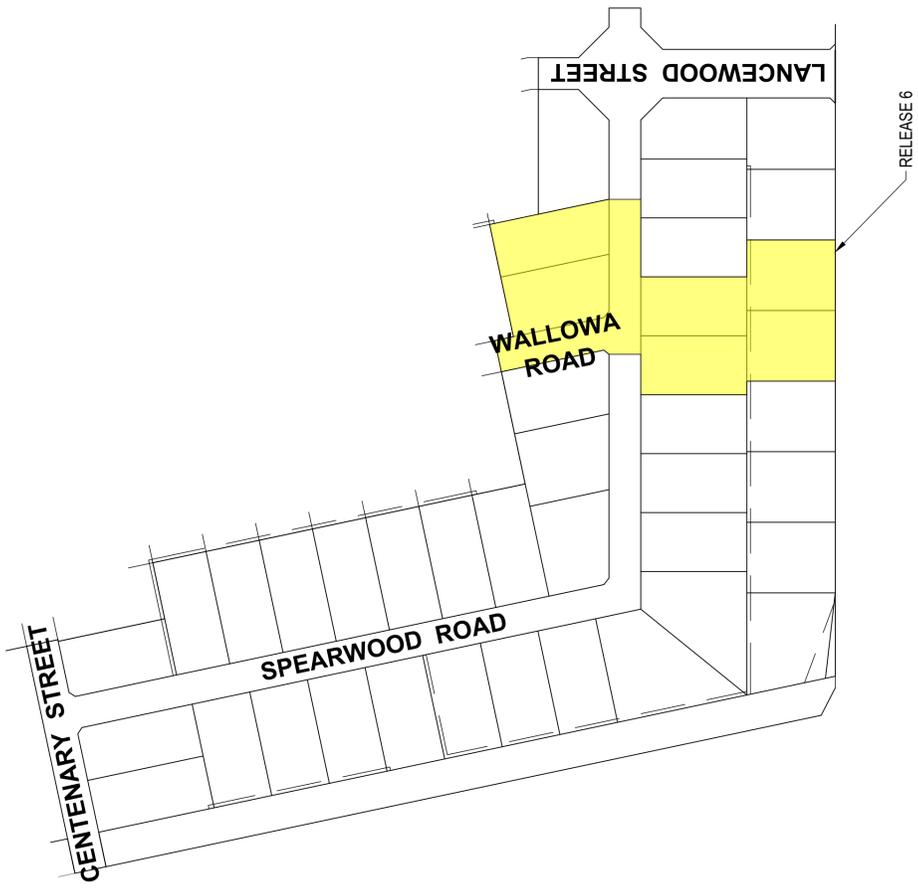
PROJECT:
 ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

CONCEPT DRAWING	REF. No. 19298-201	SHEET 7	REV 01
DRAWING TITLE		PRELIMINARY LOT GRADING LEVELS - RELEASE 5	

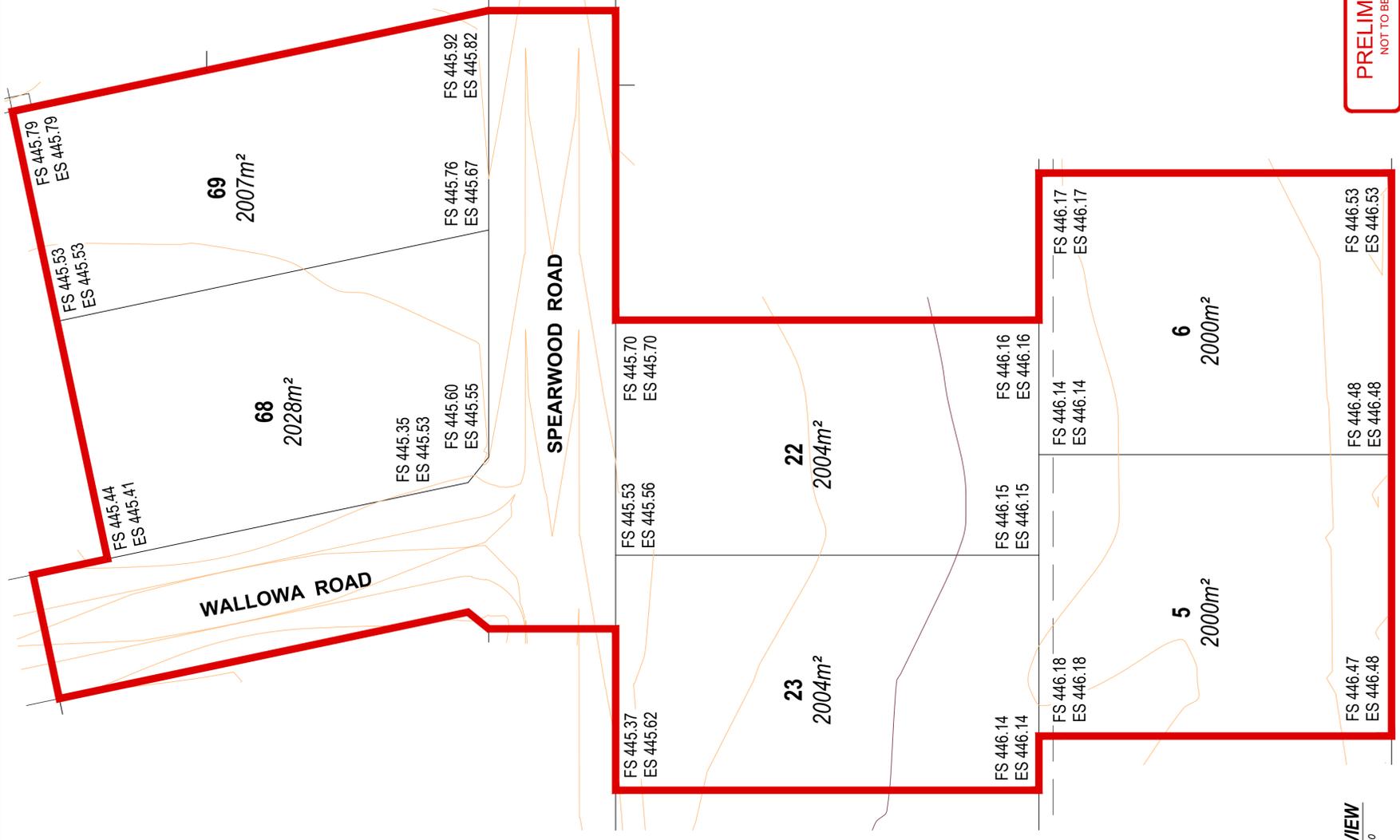
NOTE:
 ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DIGITAL DRAWING OR DATA. ANY SET WORKS UNDER TAKEN USING CardnoTGM DIGITAL DRAWINGS OR DATA SHOULD BE CHECKED AGAINST THE ORIGINAL DRAWINGS OR DATA. SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

- DESIGN SURFACE CONTOURS
- FINISHED SURFACE LEVEL
 FS 441.22
- NATURAL SURFACE LEVEL
 ES 441.87
- EXTENT OF FILL (+300mm)



LOCALITY VIEW
 SCALE 1:2000



PLAN VIEW
 SCALE 1:400

PRELIMINARY DRAWING
 NOT TO BE USED FOR CONSTRUCTION

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	05/03/2020	J.H.					

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 553V, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com



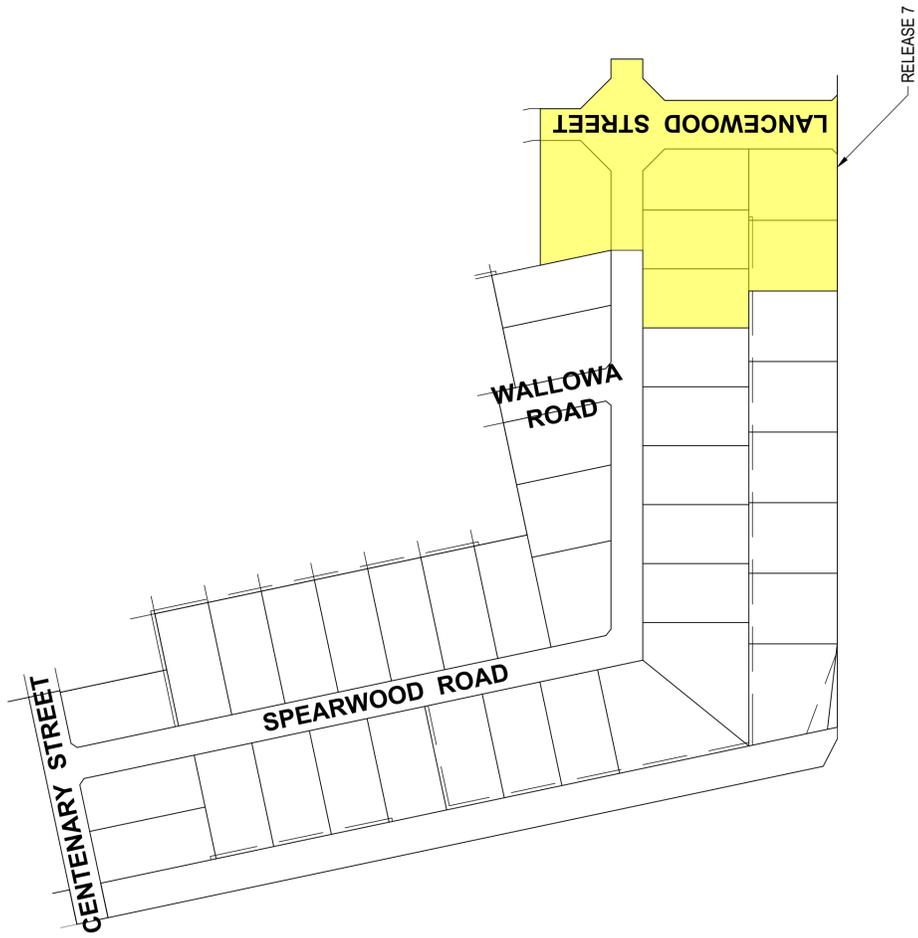
PROJECT:
ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

CONCEPT DRAWING	REF. No. 19298-201	SHEET LG6 OF 7	REV 01
-----------------	--------------------	----------------	--------

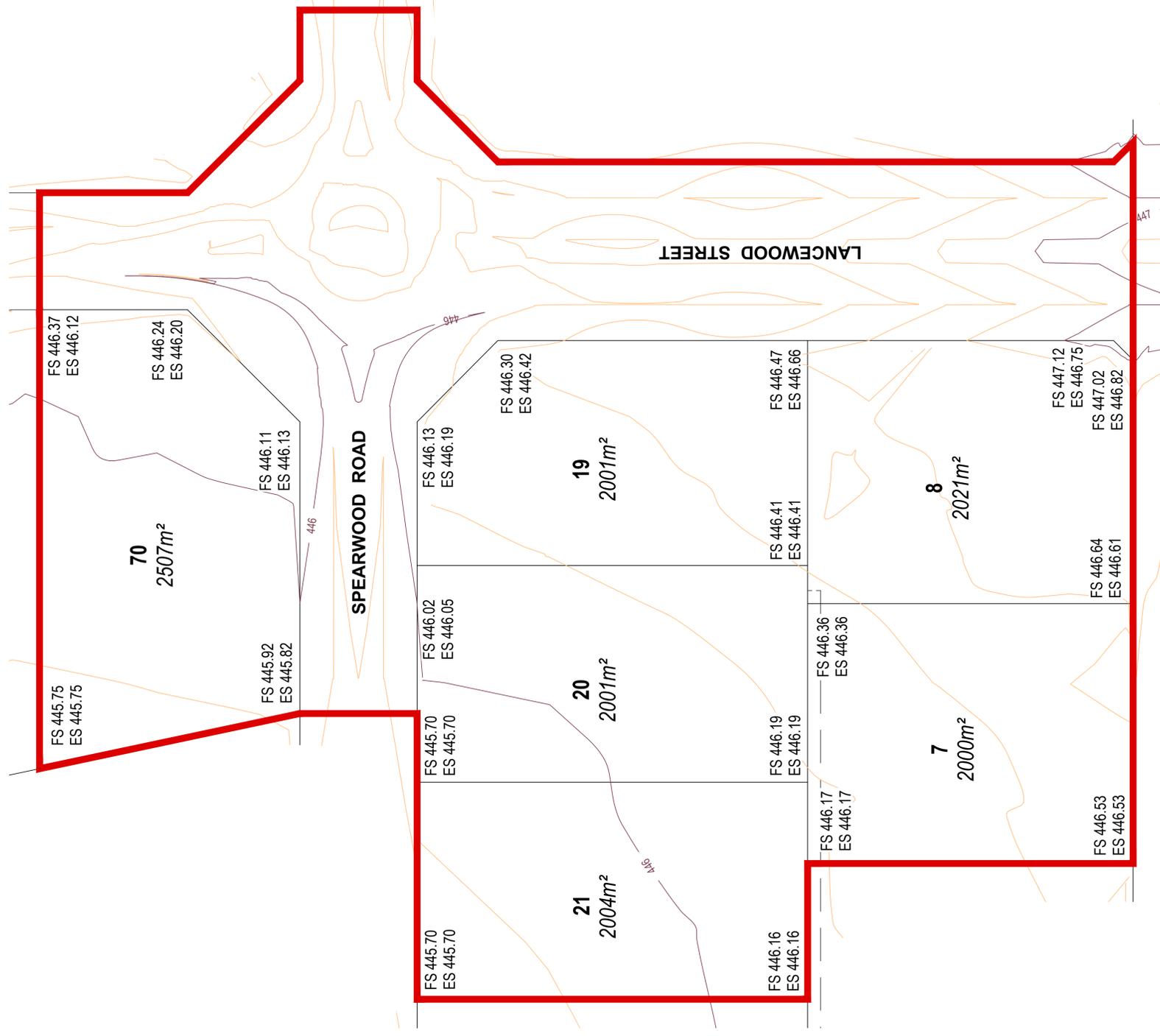
NOTE:
 ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DIGITAL DRAWING OR DATA. ANY SET WORKS UNDER TAKEN USING CardnoTGM DIGITAL DRAWINGS OR DATA SHOULD BE CHECKED AGAINST THE ORIGINAL DRAWINGS OR DATA. THE SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

- DESIGN SURFACE CONTOURS
- FINISHED SURFACE LEVEL
 FS 441.22
- NATURAL SURFACE LEVEL
 ES 441.87
- EXTENT OF FILL (+300mm)



LOCALITY VIEW
 SCALE 1:2000



PLAN VIEW
 SCALE 1:400

PRELIMINARY DRAWING
 NOT TO BE USED FOR CONSTRUCTION

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	05/03/2020	J.H.					

DESIGNED	DATE	APPROVED	DATE
M. ANTON	MARCH 2020		

DRAWN	SCALE	SHEET SIZE	APPROVED	DATE
J. HADFIELD	AS SHOWN	A1/A3		

© COPYRIGHT CardnoTGM

Cardno TGM
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 6530, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com

DEVELOPMENT VICTORIA

PROJECT:
 ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

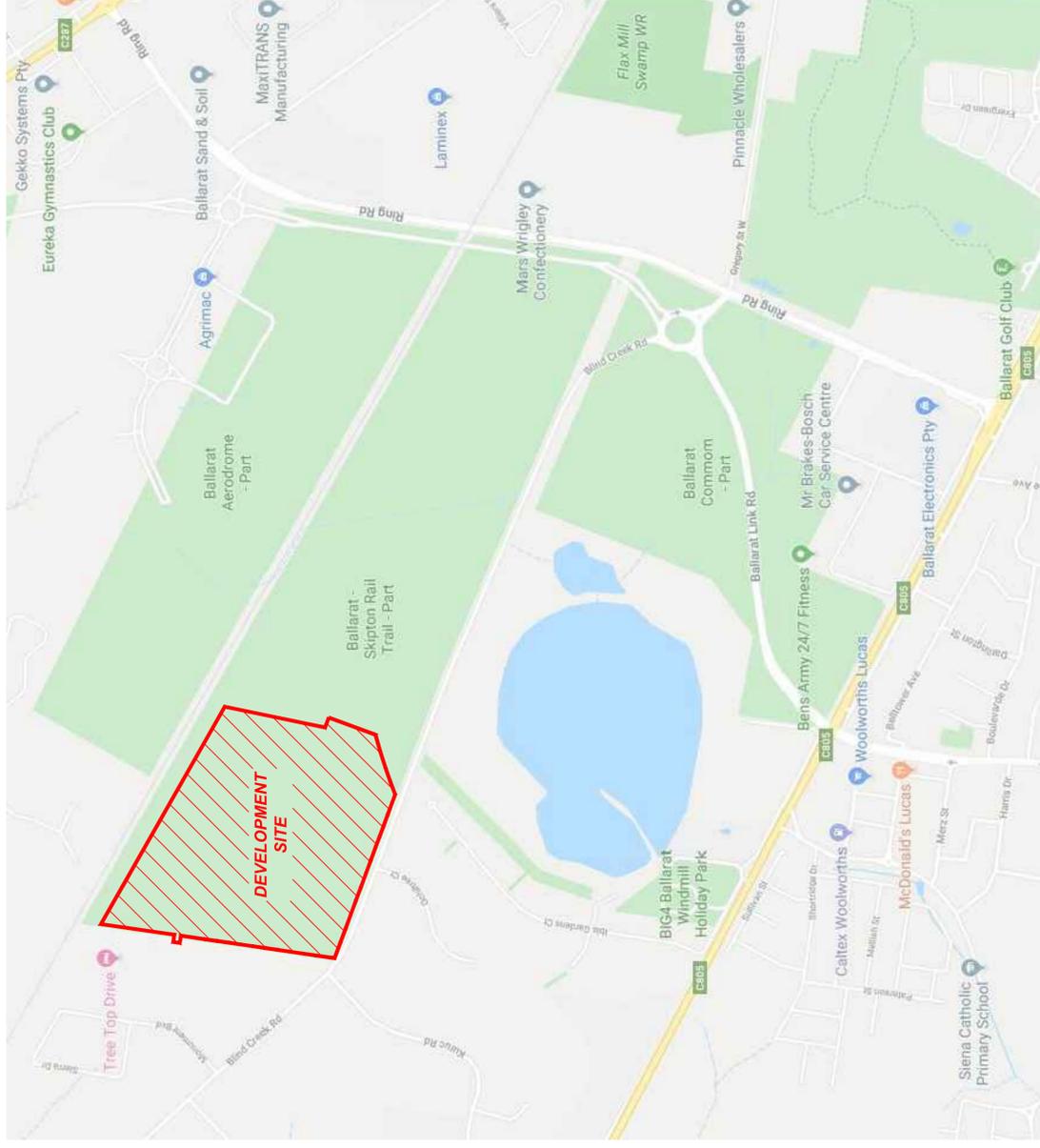
DRAWING TITLE	CONCEPT DRAWING
PRELIMINARY LOT GRADING LEVELS - RELEASE 7	

REF. No: 19298-201 SHEET LG7 OF 7 REV 01



ACACIA ESTATE - STAGES 1 & 2 BLIND CREEK ROAD, CARDIGAN FUNCTIONAL CONCEPT PLANS

NOTE:
ANY USE OF THE ELECTRONIC DRAWINGS OR DATA PROVIDED BY CardnoTGM SHALL BE USED AT THE USER'S RISK. NO RESPONSIBILITY WILL BE TAKEN BY CardnoTGM AS TO THE ACCURACY OF THE DATA OR THE INFORMATION CONTAINED THEREIN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING PERMANENT SURVEY MARKS AS NOMINATED BY THE PROJECTS LICENSED SURVEYOR, THE SET-OUT INFORMATION PROVIDED ON ARCHITECTURAL AND/OR OTHER PROJECT RELATED DRAWINGS AND DOCUMENTS, IN CONJUNCTION WITH THE APPROVED HARD COPY DRAWINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

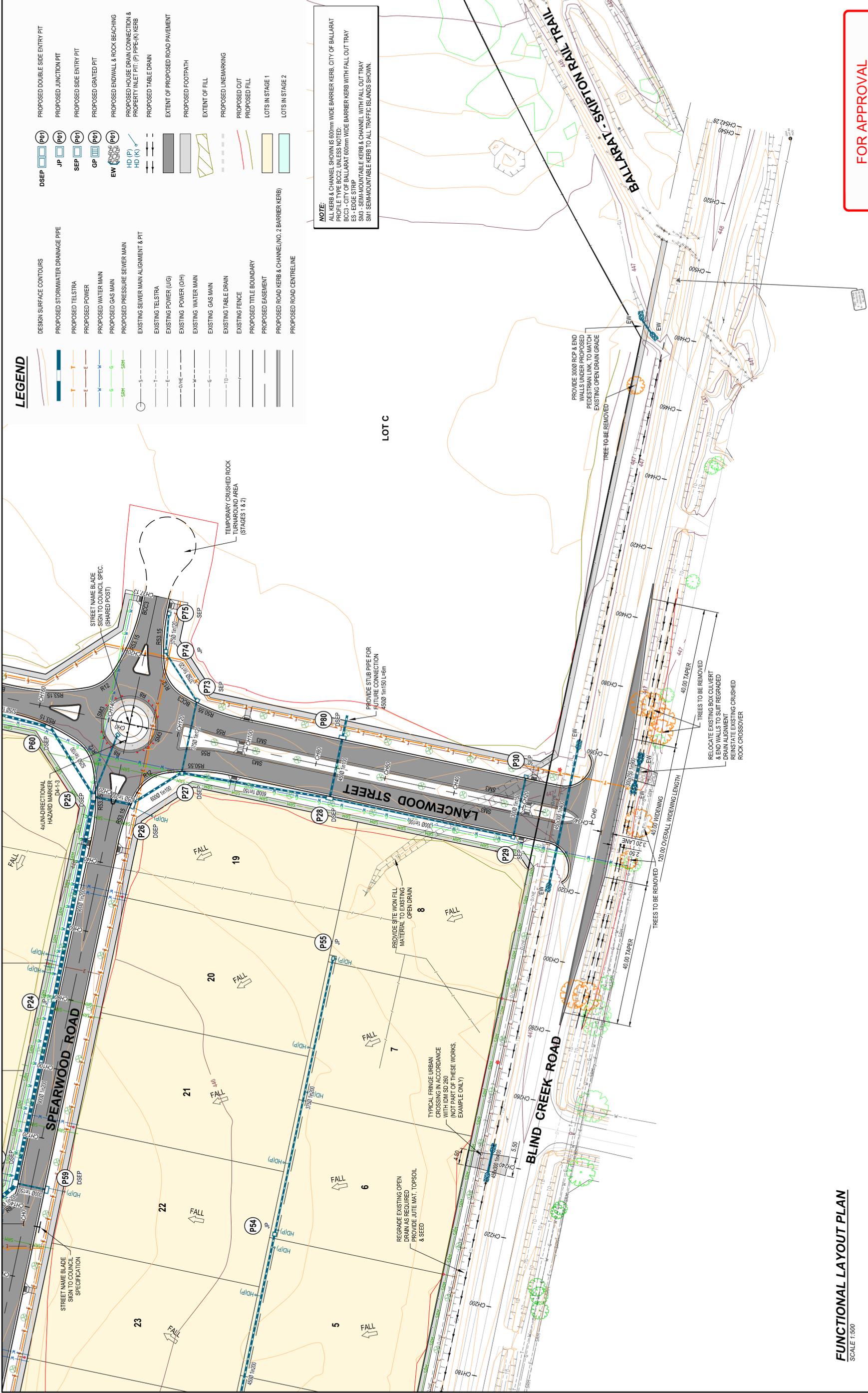


DRAWING INDEX

F01 OF 11	DRAWING INDEX & LOCALITY PLAN
F02 OF 11	OVERALL SITE PLAN
F03 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 1 OF 6
F04 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 2 OF 6
F05 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 3 OF 6
F06 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 4 OF 6
F07 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 5 OF 6
F08 OF 11	FUNCTIONAL LAYOUT PLAN - SHEET 6 OF 6
F09 OF 11	TYPICAL CROSS SECTIONS
F10 OF 11	CATCHMENT PLAN - OVERALL SITE - SHEET 1 OF 2
F11 OF 11	CATCHMENT PLAN - OVERALL SITE - SHEET 2 OF 2

FOR APPROVAL

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ISSUE</td> <td style="width: 15%;">ISSUED FOR</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">DRAWN</td> <td style="width: 10%;">APPROVED</td> <td style="width: 10%;">ISSUED FOR</td> <td style="width: 10%;">ISSUE</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">DRAWN</td> <td style="width: 10%;">APPROVED</td> </tr> <tr> <td>01</td> <td>PRELIMINARY</td> <td>3/12/19</td> <td>M.A.</td> <td></td> <td></td> <td>R.D.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>02</td> <td>PRELIMINARY</td> <td>05/12/19</td> <td>J.H.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>03</td> <td>APPROVAL</td> <td>09/01/20</td> <td>M.A.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	ISSUE	DATE	DRAWN	APPROVED	01	PRELIMINARY	3/12/19	M.A.			R.D.				02	PRELIMINARY	05/12/19	J.H.							03	APPROVAL	09/01/20	M.A.							<p style="text-align: center;">Cardno TGM</p> <p style="font-size: 8px;">ABN 11 125 568 461 1315 Sturt Street, Ballarat, VIC Australia (PO Box 953W, Ballarat West) 3350 Email: victoria@cardno.com.au Web: www.cardno.com</p>	<p style="text-align: center;">DEVELOPMENT VICTORIA</p>	<p style="text-align: center;">CONCEPT DRAWING</p> <p style="text-align: center;">DRAWING INDEX & LOCALITY PLAN</p>
ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	ISSUE	DATE	DRAWN	APPROVED																																		
01	PRELIMINARY	3/12/19	M.A.			R.D.																																					
02	PRELIMINARY	05/12/19	J.H.																																								
03	APPROVAL	09/01/20	M.A.																																								
<p>DATE: NOVEMBER 2019 SCALE: A1: 1:2000, A3: 1:4000 SHEET SIZE: A1/A3 APPROVED: R. DUNN DATE: 3/12/19</p>																																											
<p>PROJECT: ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352</p>																																											
<p>REF. NO.: 19298-201 SHEET: F01 OF 11 REV: 03</p>																																											



FUNCTIONAL LAYOUT PLAN
 SCALE 1:500

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	3/12/19	M.A.	R.D.									
02	PRELIMINARY	05/12/19	J.H.										
03	APPROVAL	09/01/20	M.A.										
04	APPROVAL	24/02/20	M.A.										

DATE:	NOVEMBER 2019
SCALE:	A1: 1:500, A3: 1:1000
SHEET SIZE:	A1/A3
APPROVED:	
DATE:	3/12/19

PREPARED:	M. ANTON
DRAWN:	M. ANTON
SURVEY:	CardnoTGM
CHECKED:	R. DUNN
DATE:	3/12/19

CLIENT:	ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352
PROJECT:	ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352
CONCEPT DRAWING	
DRAWING TITLE:	FUNCTIONAL LAYOUT PLAN SHEET 1 OF 6
REF. NO.:	19298-201
SHEET:	F03 OF 11
REV:	04

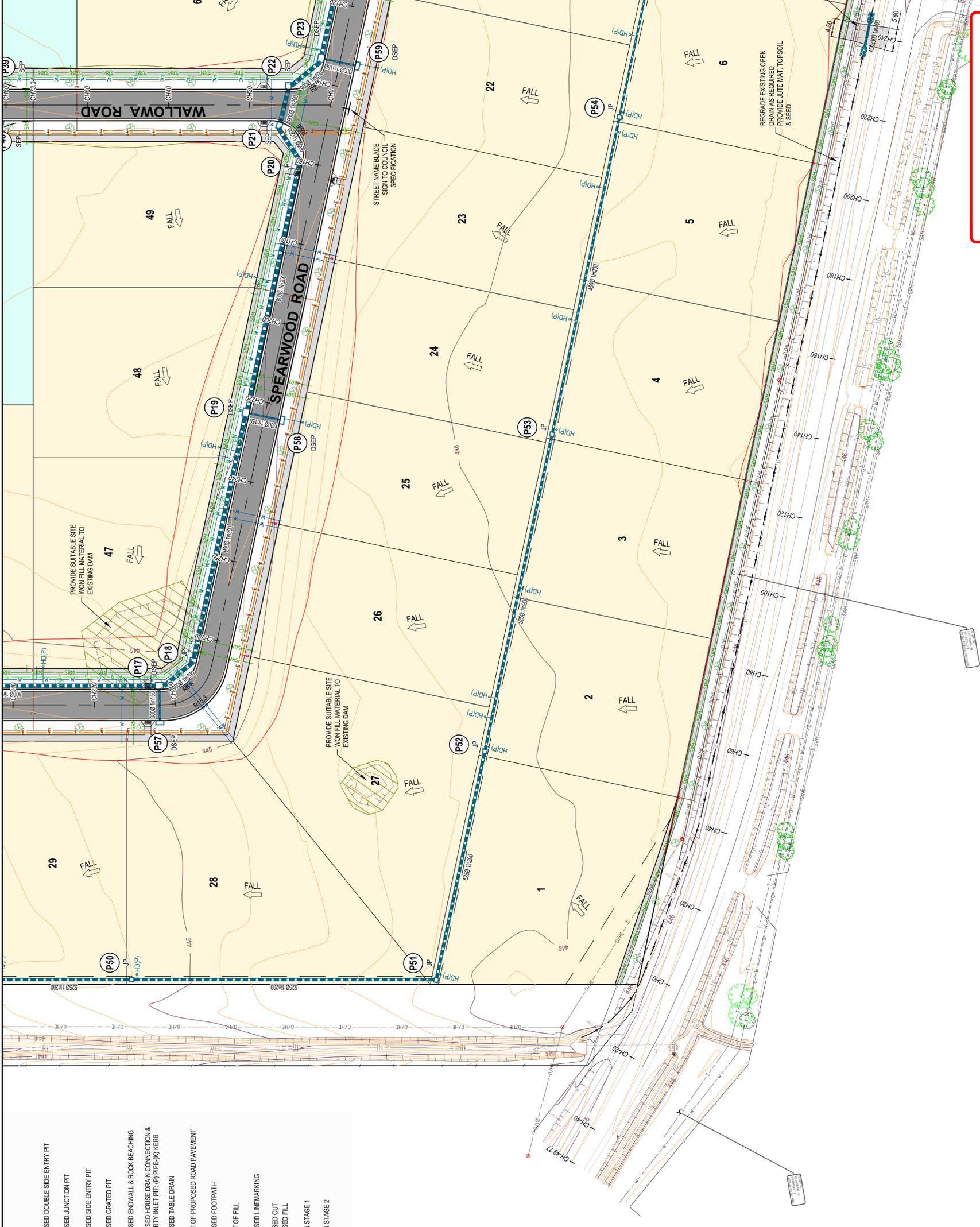
Cardno TGM
 ABN 11 125 568 461
 1315 Shurt Street, Ballarat, VIC Australia (PO Box 953W, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com.au

DEVELOPMENT VICTORIA

LEGEND

- DESIGN SURFACE CONTOURS
- PROPOSED STORMWATER DRAINAGE PIPE
- PROPOSED TELSTRA
- PROPOSED POWER
- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED PRESSURE SEWER MAIN
- EXISTING SEWER MAIN ALIGNMENT & PIT
- EXISTING TELSTRA
- EXISTING POWER (U/G)
- EXISTING POWER (O/H)
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING TABLE DRAIN
- EXISTING FENCE
- PROPOSED TITLE BOUNDARY
- PROPOSED EASEMENT
- PROPOSED ROAD KERB & CHANNEL (NO. 2 BARRIER KERB)
- PROPOSED ROAD CENTRELINE
- DSEP
- JP
- SEP
- GP
- EW
- HD (P)
- HD (K)
- EXTENT OF PROPOSED ROAD PAVEMENT
- EXTENT OF FOOTPATH
- EXTENT OF FILL
- PROPOSED LINEMARKING
- PROPOSED CUT
- PROPOSED FILL
- LOTS IN STAGE 1
- LOTS IN STAGE 2

NOTE:
 ALL KERB & CHANNEL SHOWN IS 600mm WIDE BARRIER KERB, CITY OF BALLARAT
 PROFILE TYPE BCC3 UNLESS NOTED.
 BCC3 - CITY OF BALLARAT 600mm WIDE BARRIER KERB WITH FALL OUT TRAY
 ES - EDGE STRIP
 SM3 - SEMI-MOUNTABLE KERB & CHANNEL WITH FALL OUT TRAY
 SM1 SEMI-MOUNTABLE KERB TO ALL TRAFFIC ISLANDS SHOWN.



FUNCTIONAL LAYOUT PLAN
 SCALE 1:500

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	DATE	DRAWN	APPROVED
01	PRELIMINARY	3/12/19	M.A.	R.D.				
02	PRELIMINARY	05/12/19	J.H.					
03	APPROVAL	09/01/20	M.A.					
04	APPROVAL	24/02/20	M.A.					

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 953W, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com



PROJECT:
 ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

CONCEPT DRAWING

DRAWING TITLE:
FUNCTIONAL LAYOUT PLAN
SHEET 2 OF 6

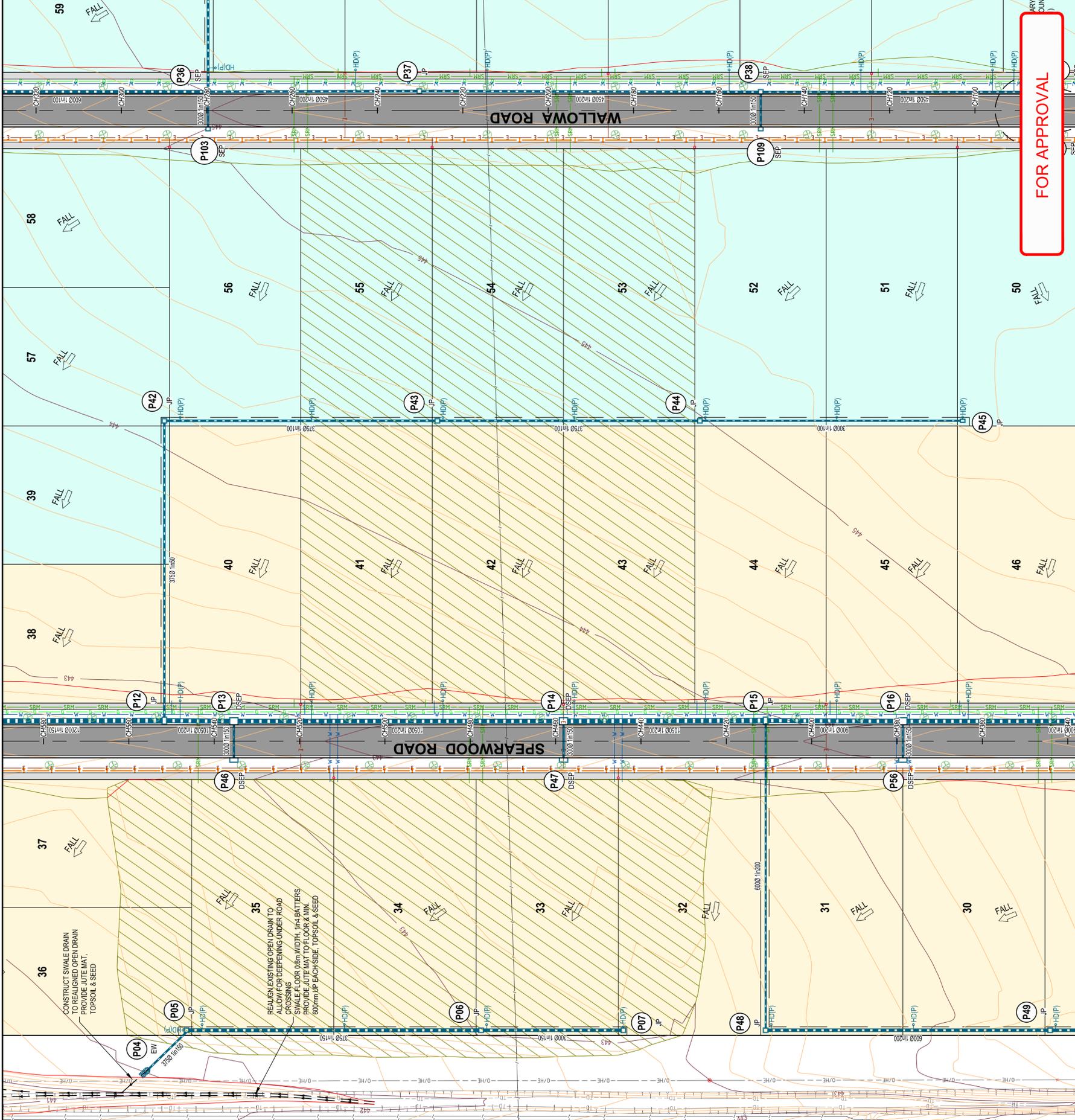
REF. NO.: 19298-201
 SHEET: F04 OF 11
 REV: 04

FOR APPROVAL

LEGEND

- DESIGN SURFACE CONTOURS
 - PROPOSED STORMWATER DRAINAGE PIPE
 - PROPOSED TELSTRA
 - PROPOSED POWER
 - PROPOSED WATER MAIN
 - PROPOSED GAS MAIN
 - PROPOSED PRESSURE SEWER MAIN
 - EXISTING SEWER MAIN ALIGNMENT & PIT
 - EXISTING TELSTRA
 - EXISTING POWER (U/G)
 - EXISTING POWER (O/H)
 - EXISTING WATER MAIN
 - EXISTING GAS MAIN
 - EXISTING TABLE DRAIN
 - EXISTING FENCE
 - PROPOSED TITLE BOUNDARY
 - PROPOSED BASEMENT
 - PROPOSED ROAD KERB & CHANNEL (NO. 2 BARRIER KERB)
 - PROPOSED ROAD CENTRELINE
-
- PROPOSED DOUBLE SIDE ENTRY PIT
 - PROPOSED JUNCTION PIT
 - PROPOSED SIDE ENTRY PIT
 - PROPOSED GRATED PIT
 - PROPOSED ENDWALL & ROCK BEACHING
 - PROPOSED HOUSE DRAIN CONNECTION & PROPERTY INLET PIT: (P) PIPE-(K) KERB
 - PROPOSED TABLE DRAIN
 - EXTENT OF PROPOSED ROAD PAVEMENT
 - PROPOSED FOOTPATH
 - EXTENT OF FILL
 - PROPOSED LINEMARKING
 - PROPOSED CUT
 - PROPOSED FILL
 - LOTS IN STAGE 1
 - LOTS IN STAGE 2

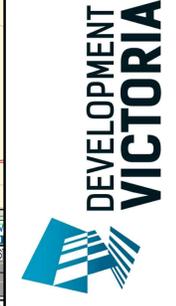
NOTE:
 ALL KERB & CHANNEL SHOWN IS 600mm WIDE BARRIER KERB, CITY OF BALLARAT PROFILE TYPE BC22, UNLESS NOTED.
 BC23 - CITY OF BALLARAT 600mm WIDE BARRIER KERB WITH FALL OUT TRAY
 ES - EDGE STRIP
 SM3 - SEMI-MOUNTABLE KERB & CHANNEL WITH FALL OUT TRAY
 SM1 SEMI-MOUNTABLE KERB TO ALL TRAFFIC ISLANDS SHOWN.



FUNCTIONAL LAYOUT PLAN
 SCALE 1:500

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	DATE	DRAWN	APPROVED
01	PRELIMINARY	3/12/19	M.A.	R.D.				
02	PRELIMINARY	05/12/19	J.H.	M.A.				
03	APPROVAL	09/01/20	M.A.	M.A.				
04	APPROVAL	24/02/20	M.A.	M.A.				

DATE: NOVEMBER 2019
 SCALE: A1: 1:500, A3: 1:1000
 SHEET SIZE: A1/A3
 APPROVED: R. DUNN
 DATE: 3/12/19
 © COPYRIGHT Cardno TGM



PROJECT: ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

CONCEPT DRAWING
 DRAWING TITLE: FUNCTIONAL LAYOUT PLAN
 SHEET 4 OF 6
 REF. NO.: 19298-201
 SHEET OF: F06 11
 REV: 04

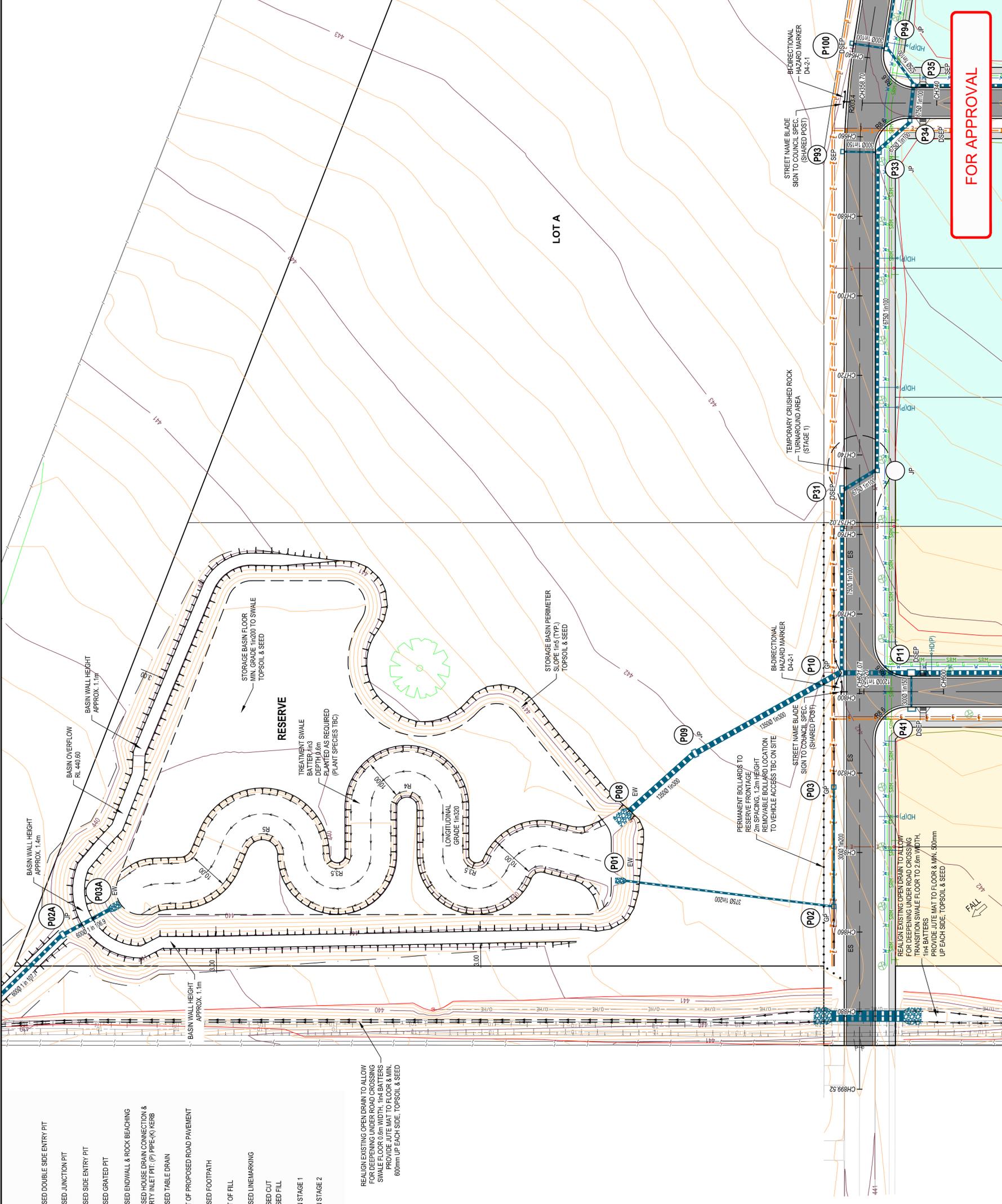
LEGEND

- DESIGN SURFACE CONTOURS
 - PROPOSED STORMWATER DRAINAGE PIPE
 - PROPOSED TELSTRA
 - PROPOSED POWER
 - PROPOSED WATER MAIN
 - PROPOSED GAS MAIN
 - PROPOSED PRESSURE SEWER MAIN
 - EXISTING SEWER MAIN ALIGNMENT & PIT
 - EXISTING TELSTRA
 - EXISTING POWER (U/G)
 - EXISTING POWER (O/H)
 - EXISTING WATER MAIN
 - EXISTING GAS MAIN
 - EXISTING TABLE DRAIN
 - EXISTING FENCE
 - PROPOSED TITLE BOUNDARY
 - PROPOSED EASEMENT
 - PROPOSED ROAD KERB & CHANNEL (NO. 2 BARRIER KERB)
 - PROPOSED ROAD CENTRELINE
-
- PROPOSED DOUBLE SIDE ENTRY PIT
 - PROPOSED JUNCTION PIT
 - PROPOSED SIDE ENTRY PIT
 - PROPOSED GRATED PIT
 - PROPOSED ENDWALL & ROCK BEACHING
 - PROPOSED HOUSE DRAIN CONNECTION & PROPERTY INLET PIT: (P) PIPE-(K) KERB
 - PROPOSED TABLE DRAIN
 - EXTENT OF PROPOSED ROAD PAVEMENT
 - PROPOSED FOOTPATH
 - EXTENT OF FILL
 - PROPOSED LINEMARKING
 - PROPOSED CUT
 - PROPOSED FILL
 - LOTS IN STAGE 1
 - LOTS IN STAGE 2

TEMPORARY STORAGE DETENTION BASIN
 1m100 ARI MAXIMUM STORAGE HEIGHT RL. 440.80
 BASIN STORAGE REQUIRED - 4270m³
 ACTUAL BASIN STORAGE - 4625m³

NOTE:
 ALL KERB & CHANNEL SHOWN IS 600mm WIDE BARRIER KERB, CITY OF BALLARAT PROFILE TYPE BCC2. UNLESS NOTED:
 BCC3 - CITY OF BALLARAT 600mm WIDE BARRIER KERB WITH FALL OUT TRAY
 ES - EDGE STRIP
 SM - SEMI-MOUNTABLE KERB & CHANNEL WITH FALL OUT TRAY
 SMT - SEMI-MOUNTABLE KERB TO ALL TRAFFIC ISLANDS SHOWN.

REALIGN EXISTING OPEN DRAIN TO ALLOW FOR DEEPENING UNDER ROAD CROSSING SWALE FLOOR 0.6m WIDTH, 104 BATTERS. PROVIDE JUTE MAT TO FLOOR & MIN. 600mm UP EACH SIDE, TOPSOIL & SEED



FUNCTIONAL LAYOUT PLAN
 SCALE 1:500

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED
01	PRELIMINARY	3/12/19	M.A.	M.A.				
02	PRELIMINARY	05/12/19	J.H.	CardnoTGM				
03	APPROVAL	09/01/20	M.A.	R. DUNN				
04	APPROVAL	24/02/20	M.A.					

Cardno TGM
 ABN 11 125 568 461
 1315 Shurt Street, Ballarat, VIC Australia (PO Box 953W, Ballarat West) 3350
 Email: victoria@cardno.com.au Web: www.cardno.com

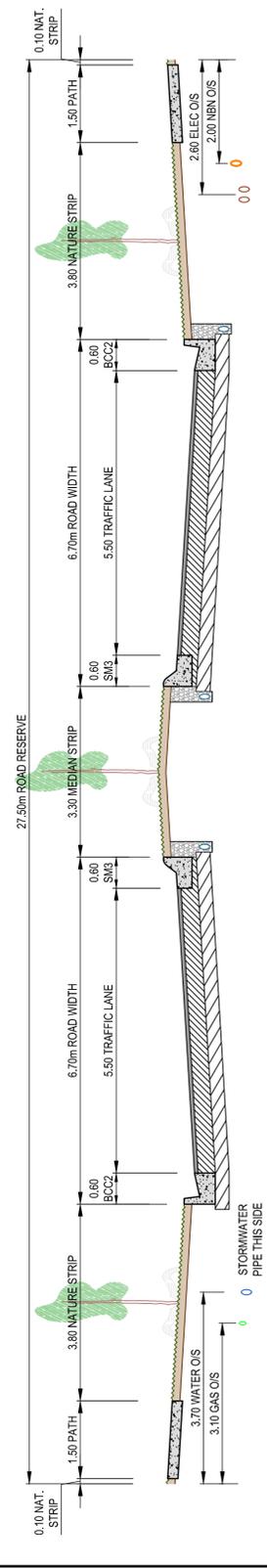


ACACIA ESTATE
 STAGES 1 & 2 (73 LOTS)
 BLIND CREEK ROAD,
 CARDIGAN, 3352

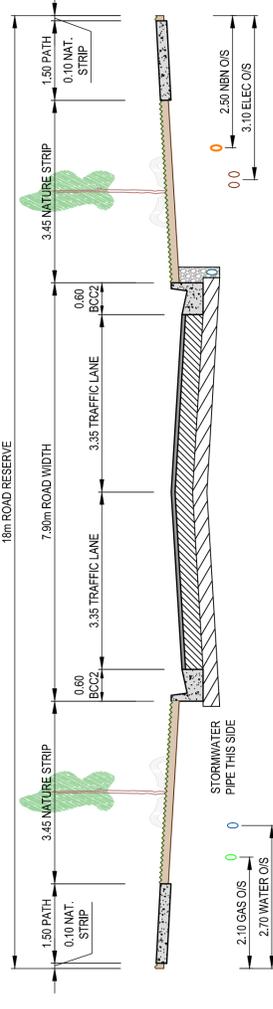
CONCEPT DRAWING
FUNCTIONAL LAYOUT PLAN
SHEET 6 OF 6

PROJECT: ACACIA ESTATE STAGES 1 & 2 (73 LOTS)
 CLIENT: DEVELOPMENT VICTORIA
 REF. NO.: 19298-201
 SHEET OF: F08 11
 REV: 04

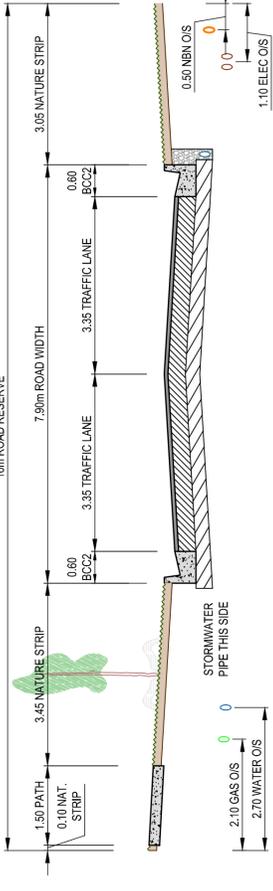
FOR APPROVAL



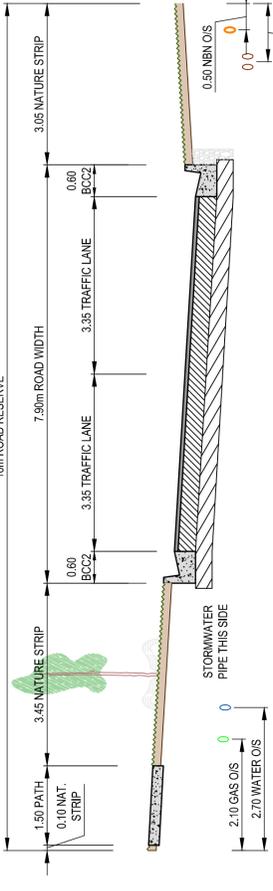
LANCEWOOD STREET TYPICAL CROSS SECTION - CHAINAGE 10 TO 110
SCALE N.T.S



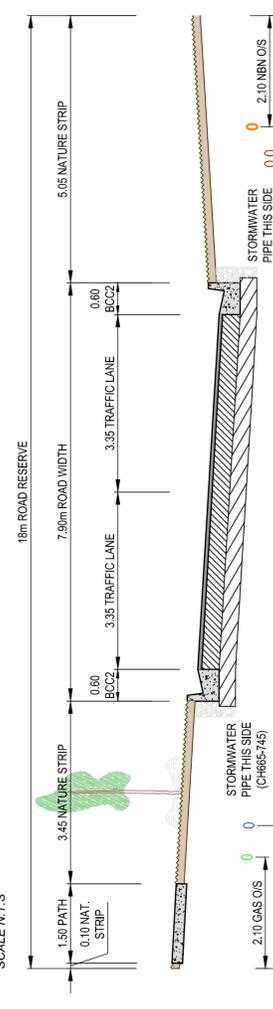
LANCEWOOD STREET TYPICAL CROSS SECTION - CHAINAGE 170 TO 260
SCALE N.T.S



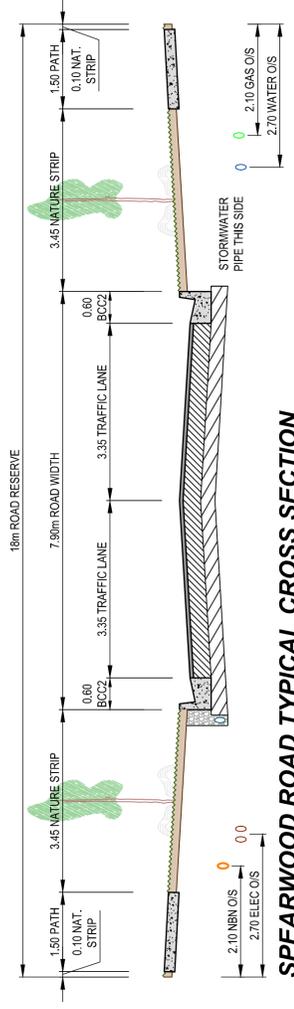
LANCEWOOD STREET TYPICAL CROSS SECTION - CHAINAGE 260 TO 490
SCALE N.T.S



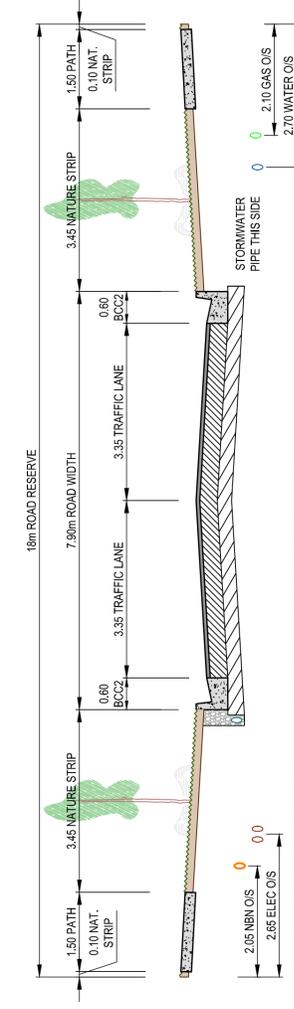
CENTENARY STREET TYPICAL CROSS SECTION - CHAINAGE 510 TO 640
SCALE N.T.S



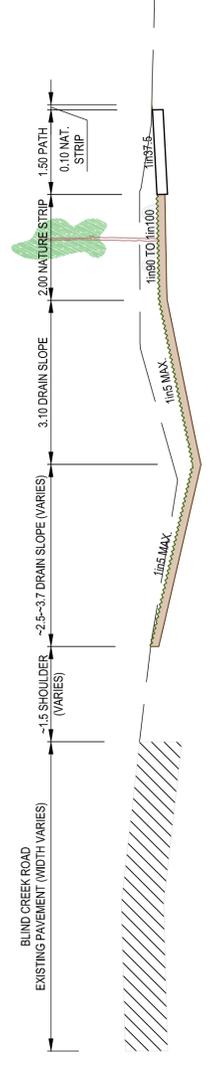
CENTENARY STREET TYPICAL CROSS SECTION - CHAINAGE 670 TO 885
SCALE N.T.S



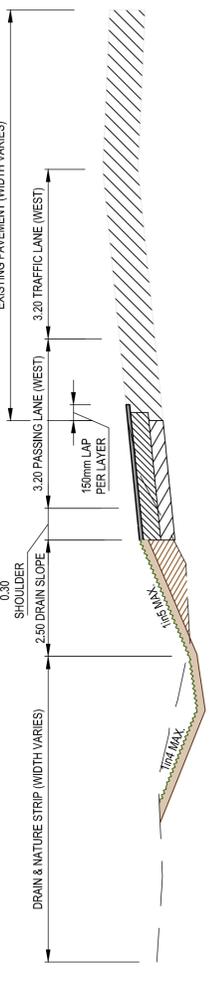
SPEARWOOD ROAD TYPICAL CROSS SECTION
SCALE N.T.S



WALLOWA ROAD TYPICAL CROSS SECTION
SCALE N.T.S



BLIND CREEK ROAD TYPICAL CROSS SECTION
SCALE N.T.S



BLIND CREEK ROAD WIDENING DETAIL (BAR TREATMENT)
SCALE N.T.S

FOR APPROVAL

ISSUE	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUE	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	DATE	DRAWN	APPROVED	ISSUED FOR	
01	PRELIMINARY	3/12/19	M.A.		R.D.													
02	PRELIMINARY	05/12/19	J.H.															
03	APPROVAL	09/01/20	M.A.															
04	APPROVAL	24/02/20	M.A.															

<p>CLIENT: ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352</p> <p>PROJECT: ACACIA ESTATE STAGES 1 & 2 (73 LOTS) BLIND CREEK ROAD, CARDIGAN, 3352</p>	<p>DATE: NOVEMBER 2019</p> <p>SCALE: N.T.S</p> <p>SHEET SIZE: A1/A3</p> <p>APPROVED: R. DUNN</p> <p>DATE: 3/12/19</p> <p>DATE: 3/12/19</p> <p>DATE: 3/12/19</p>
--	---

<p>Cardno TGM</p> <p>ABN 11 125 568 461 1315 Sturt Street, Ballarat, VIC Australia (PO Box 653W, Ballarat West) 3350 Email: victoria@cardno.com.au Web: www.cardno.com</p>	<p>DEVELOPMENT VICTORIA</p>
--	--

<p>CONCEPT DRAWING</p> <p>TYPICAL CROSS SECTIONS</p>	<p>REF. NO.: 19298-201</p> <p>SHEET: F09 OF 11</p> <p>REV: 04</p>
--	---

Schedule 4 Acacia Design Guidelines

ACACIA RESIDENTIAL DESIGN GUIDELINES

APPROVAL PROCESS

All housing, shedding and fencing designs require approval from Development Victoria prior to a Building Permit being issued.

Plans are to be submitted to acacia@development.vic.gov.au for approval.

Feedback can be expected within 7 days of providing designs.

RE-SUBMISSION

If your plans do not comply with the guidelines, feedback will be provided to facilitate approval.

DESIGN GUIDELINES

1. BUILDING MATERIALS/STYLE

1.1 Roof cladding must be non-reflective.

2. GARAGES AND SHEDS

2.1 Garages must be behind the front building line of the dwelling.

2.2 Sheds and outbuildings must be behind the rear building line of the dwelling.

2.3 No reflective visible cladding materials are to be used on walls and roofs of sheds and outbuildings.

3. FENCING

3.1 No fencing allowed within 3 metres of the lot frontage.

4. RAIN WATER TANK

4.1 A non reflective Rain Water Tank of minimum 5000L must be installed and capture rainwater from the dwelling. The water tank must be set behind the rear building line of the dwelling.

5. SERVICES

5.1 Hot water services, mechanical equipment, pergolas and external washing lines must be located at the rear of the dwelling and not be visible from the street.

5.2 Air conditioning units must be located below the ridge line of the roof and be the same colour as the roof



Maddocks

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

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Vendor's Statement

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

Land	
Lot <input type="text"/>	on proposed plan of subdivision PS836345C

Vendor's name	Development Victoria	Date:/...../20 ²⁰
Vendor's signature	Signed by:  <u>John Ball</u> as authorised representative of Development Victoria	

Purchaser's name		Date:/...../20
Purchaser's signature		

1. Financial matters**1.1 Outgoings**

Details concerning any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of them are as contained in the attached certificates.

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

The land may currently be exempt in whole or in part from the payment of rates and taxes because of its ownership by the Vendor. The current exemption may no longer apply after the purchaser becomes the registered proprietor of the property.

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

Nil.

The Vendor is unable to provide details or estimates of the rates, taxes, charges or similar outgoings which may be imposed on the land following settlement. The purchaser must make its own enquiries.

2. Land use**2.1 Easements, covenants or other similar restrictions**

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

- 2.1.1 set out in the attached copies of title documents;
- 2.1.2 the Acacia Residential Design Guidelines to be registered as a Memorandum of Common Provisions affecting the title to the land in accordance with special condition 8.4 of the Contract.
- 2.1.3 the requirements of any planning permits or heritage permits affecting any part of the land.

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

2.2 Designated bushfire-prone area

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

2.3 Planning

Details of any planning instruments affecting the land, are as contained in the attached certificate.

3. Notices

3.1 Notice, order, declaration, report or recommendation

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

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

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

3.2 Livestock disease or agricultural chemicals

Particulars of any notices, property, managements plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the vendor's knowledge.

3.3 Compulsory acquisition

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

None to the vendor's knowledge.

4. Building permits

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

Not applicable. But refer to the attached certificates.

5. Non-connected services

The Purchaser is responsible for obtaining connection of all services to the land following settlement at its own cost.

6. Evidence of title

Attached are copies of the following:

6.1 the Register Search Statement and the document (or part of the document) referred to as the diagram location in the Register Search Statement that identifies the land and its location being certificate of title volume 11944 folio 425;

6.2 proposed plan of subdivision PS836345C.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 11944 FOLIO 425

Security no : 124081239688U

Produced 21/01/2020 02:24 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 2037 Parish of Dowling Forest.

PARENT TITLE Volume 11731 Folio 666

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

DEVELOPMENT VICTORIA of 710 COLLINS STREET DOCKLANDS VIC 3008

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP955051S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: BLIND CREEK ROAD CARDIGAN VIC 3352

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State to provide this information.

TITLE PLAN

TP955051S

RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS

The reservation to the Crown of:

- any minerals as defined in the *Mineral Resources (Sustainable Development) Act 1990* and petroleum as defined in the *Petroleum Act 1998* (the "reserved minerals");
- rights of access to any part of the land to search and obtain the reserved minerals; and
- rights of access to any part of the land for pipe-lines, works and other purposes necessary to obtain and convey the reserved minerals on and from the land;

The right to resume the said land for mining purposes under Section 205 of the *Land Act 1958*; and

The right of a licensee under the *Mineral Resources (Sustainable Development) Act 1990* or any corresponding previous enactment, to enter land and do work, within the meaning of that Act, and to erect and occupy mining plant or machinery on the land, in the same manner and under the same conditions and provisions as such licensee currently has on Crown land, provided compensation is paid under Part 8 of that Act for surface damage to the lands.

**Department of Treasury and Finance
Victorian Government Property Group
CROWN TITLES SECTION**

AQ608367E

05/01/2018 \$94.60 CRGR



THE REGISTRAR OF TITLES
MELBOURNE

Schedule: **559**
Control Number: **14746**

CROWN GRANT REGISTRATION

Re Crown Grant to **DEVELOPMENT VICTORIA**
for

<u>Allotment</u>	<u>Section</u>	<u>City</u>	<u>Township</u>	<u>Parish</u>
2037				DOWLING FOREST

The attached Crown Grant is forwarded to you for registration.

In this case the duplicate Crown Grant should be forwarded to:-

**MARCELLE GANLY
DEVELOPMENT VICTORIA
LEVEL 9 / 8 EXHIBITION STREET, MELBOURNE 3000**

Manager
CROWN TITLES SECTION
19/12/17

PLAN OF SUBDIVISION

EDITION 1

PS 836345 C

LOCATION OF LAND

PARISH : DOWLING FOREST
TOWNSHIP : -----
SECTION : -----
CROWN ALLOTMENT : 2037, 2079, 2081
TITLE REFERENCE : VOL. 11944 FOL. 425
VOL. FOL.
VOL. FOL.
LAST PLAN REFERENCE : TP 955051S, TP ,
TP
POSTAL ADDRESS : BLIND CREEK ROAD,
(At time of subdivision) CARDIGAN, 3352.
MGA Co-ordinates
(of approx centre of land in plan) E 746 040 ZONE: 54
N 5 842 855 GDA 2020

COUNCIL CERTIFICATION AND ENDORSEMENT
COUNCIL NAME: CITY OF BALLARAT

**THIS IS A PRELIMINARY PLAN SUBJECT TO
APPROVAL BY REFERRAL AUTHORITIES,
COUNCIL AND EXAMINATION AND
REGISTRATION BY LAND USE VICTORIA.**

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF BALLARAT
ROAD R2	CITY OF BALLARAT
RESERVE No.1	CITY OF BALLARAT
RESERVE No.2	POWERCOR AUSTRALIA LIMITED
RESERVE No.3	POWERCOR AUSTRALIA LIMITED

NOTATIONS

DEPTH LIMITATION of 15m applies to all of the land in this plan.
SURVEY:
This plan is based on survey (see OP125031).
STAGING:
This is not a staged subdivision.
Planning Permit No. PLP/2018/616
This survey has been connected to permanent marks No(s). 35, 56
In Proclaimed Survey Area No. 49
Lots 9 to 18, 39 and 50 to 67 (all inclusive) have been omitted from this plan.

**STAGE 1
41 LOTS,
BALANCE LOTS A, B, C**

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT A ON THIS PLAN
E-2	DRAINAGE	2	THIS PLAN	CITY OF BALLARAT
E-3	POWERLINE	SEE PLAN	THIS PLAN - SEC 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD



ABN 11 125 568 461
1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
Phone +61 3 5330 8888 Fax +61 3 5333 3815
Email: victoria@cardno.com.au Web: www.cardno.com

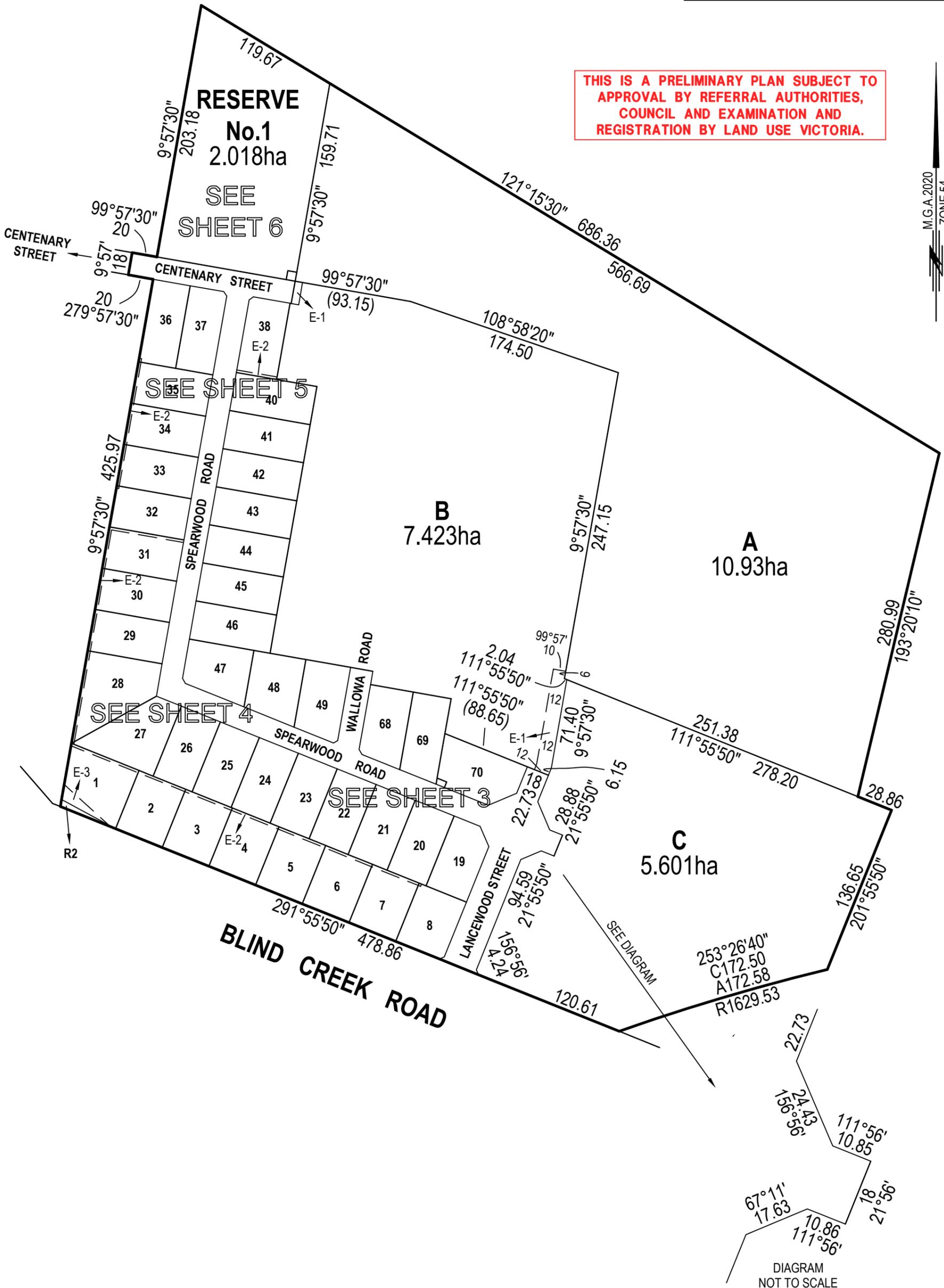
FILE REF: PF-19298-02-PS836345C(S1)-07.dwg
DATE: 06/07/2020

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 6

SURVEYOR: ANDREW STUART HARMAN
VERSION: 7

THIS IS A PRELIMINARY PLAN SUBJECT TO APPROVAL BY REFERRAL AUTHORITIES, COUNCIL AND EXAMINATION AND REGISTRATION BY LAND USE VICTORIA.



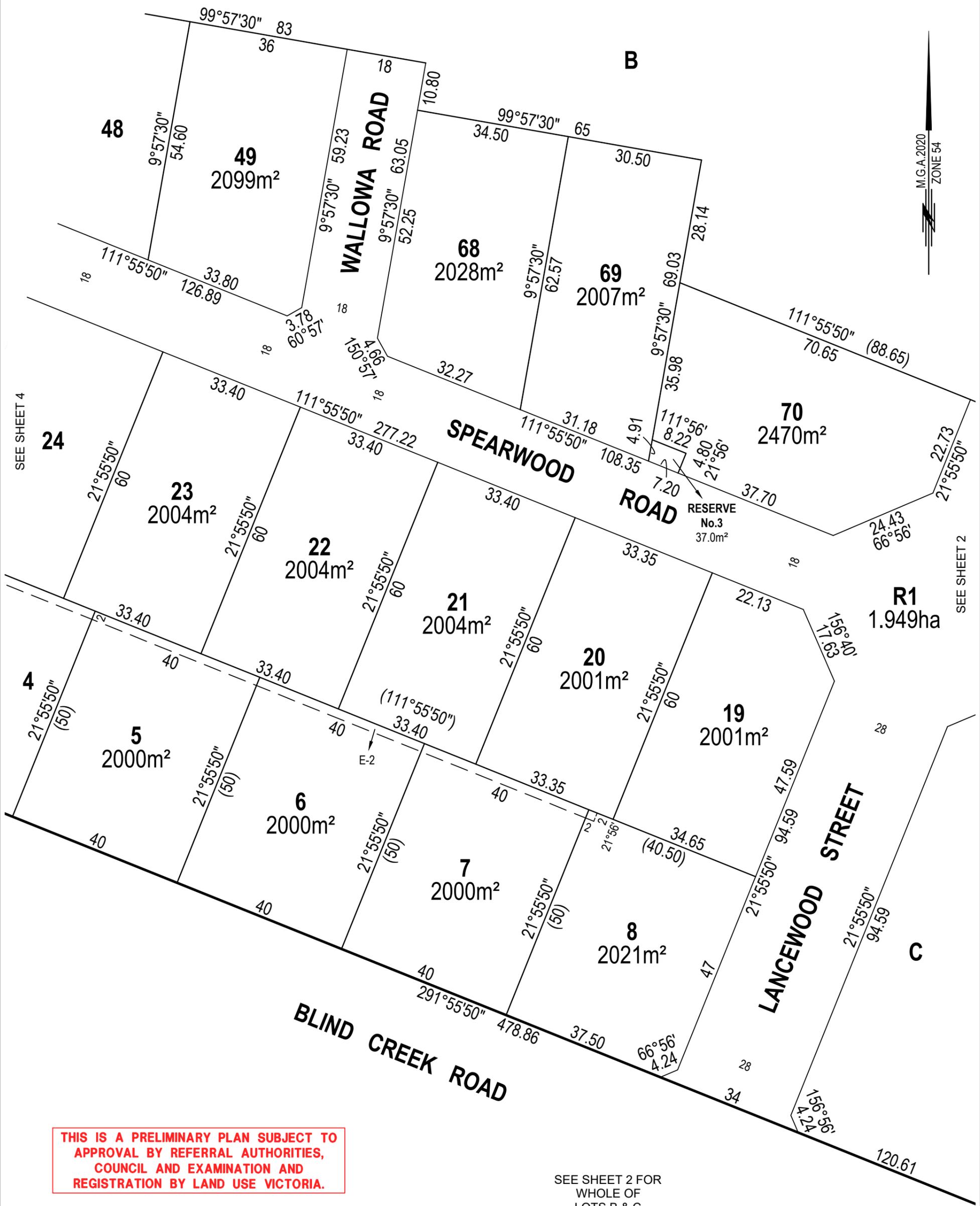
FILE REF: PF-19298-02-PS836345C(S1)-07.dwg

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
 Phone +61 3 5330 8888 Fax +61 3 5333 3815
 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE 1:3000
 30 0 30 60 90 120
 LENGTHS ARE IN METRES

SURVEYOR: ANDREW STUART HARMAN
 VERSION: 7

ORIGINAL SHEET SIZE: A3 SHEET 2



THIS IS A PRELIMINARY PLAN SUBJECT TO APPROVAL BY REFERRAL AUTHORITIES, COUNCIL AND EXAMINATION AND REGISTRATION BY LAND USE VICTORIA.

SEE SHEET 2 FOR WHOLE OF LOTS B & C

FILE REF: PF-19298-02-PS836345C(S1)-07.dwg

Cardno TGM
 ABN 11 125 568 461
 1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
 Phone +61 3 5330 8888 Fax +61 3 5333 3815
 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE 1:800

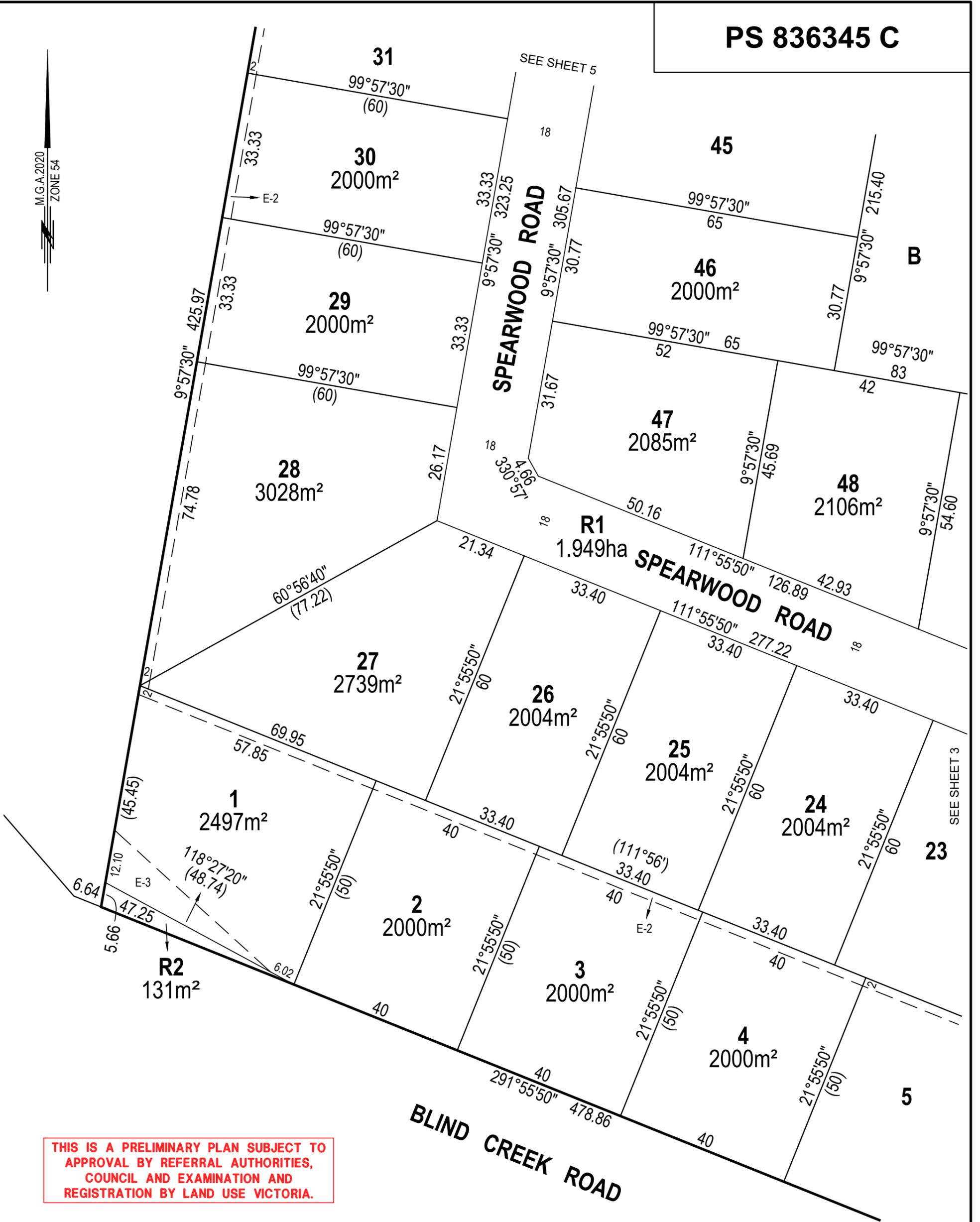
LENGTHS ARE IN METRES

SURVEYOR: ANDREW STUART HARMAN
 VERSION: 7

ORIGINAL SHEET SIZE: A3

SHEET 3

M.G.A.2020
ZONE 54



THIS IS A PRELIMINARY PLAN SUBJECT TO APPROVAL BY REFERRAL AUTHORITIES, COUNCIL AND EXAMINATION AND REGISTRATION BY LAND USE VICTORIA.

SEE SHEET 2 FOR WHOLE OF LOT B

FILE REF: PF-19298-02-PS836345C(S1)-07.dwg



ABN 11 125 568 461
1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
Phone +61 3 5330 8888 Fax +61 3 5333 3815
Email: victoria@cardno.com.au Web: www.cardno.com

SCALE 1:800
8 0 8 16 24 32
LENGTHS ARE IN METRES

SURVEYOR: ANDREW STUART HARMAN
VERSION: 7

ORIGINAL SHEET SIZE: A3 SHEET 4

CENTENARY STREET

RESERVE No.1

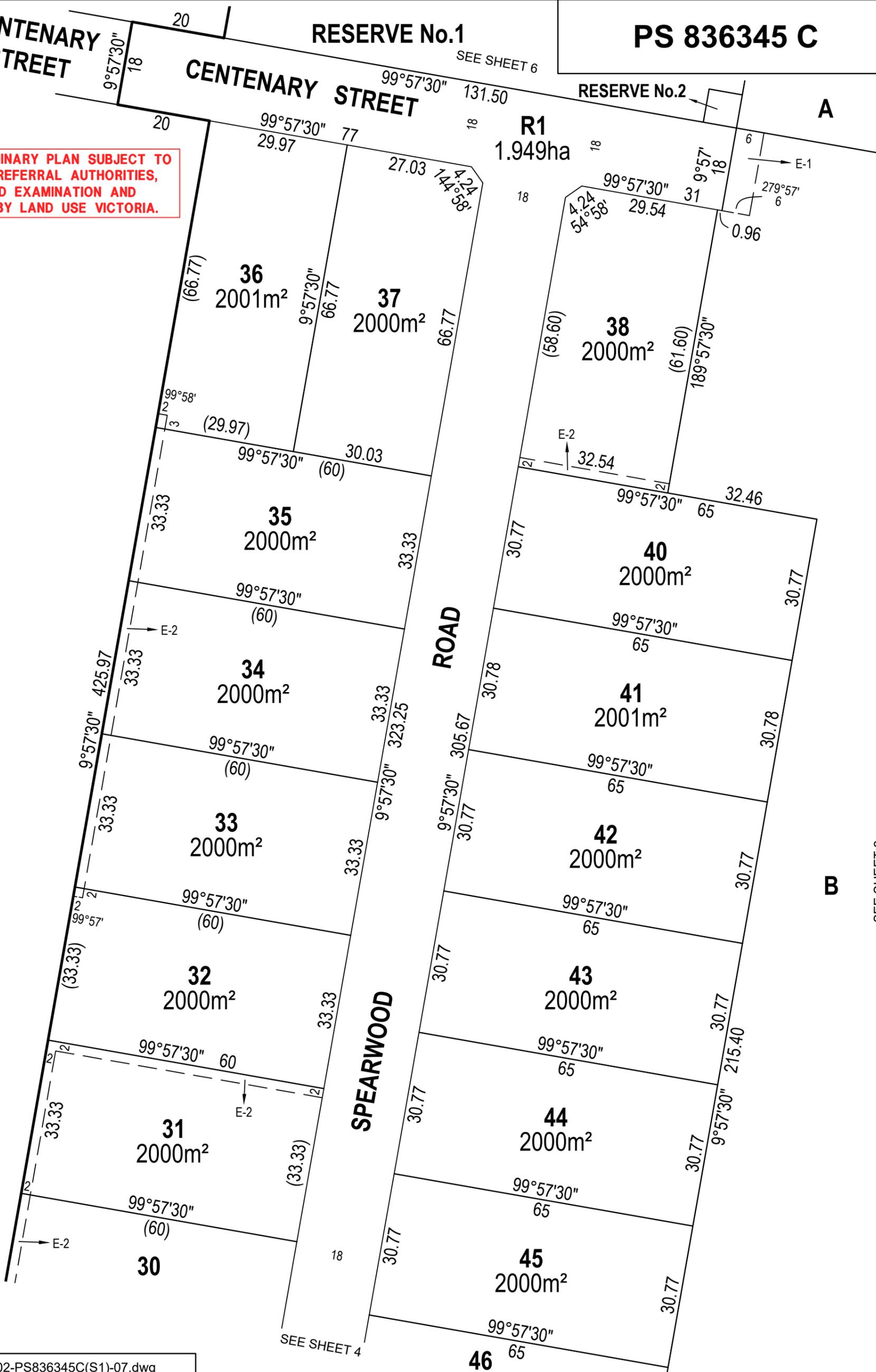
PS 836345 C

CENTENARY STREET

RESERVE No.2

A

THIS IS A PRELIMINARY PLAN SUBJECT TO APPROVAL BY REFERRAL AUTHORITIES, COUNCIL AND EXAMINATION AND REGISTRATION BY LAND USE VICTORIA.



B

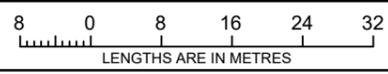
SEE SHEET 2

FILE REF: PF-19298-02-PS836345C(S1)-07.dwg



ABN 11 125 568 461
1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350
Phone +61 3 5330 8888 Fax +61 3 5333 3815
Email: victoria@cardno.com.au Web: www.cardno.com

SCALE
1:800



ORIGINAL SHEET
SIZE: A3

SHEET 5

SURVEYOR: ANDREW STUART HARMAN
VERSION: 7

RESERVE No.2

A

THIS IS A PRELIMINARY PLAN SUBJECT TO APPROVAL BY REFERRAL AUTHORITIES, COUNCIL AND EXAMINATION AND REGISTRATION BY LAND USE VICTORIA.



9°57'30" 203.18

RESERVE No.1 2.018ha

119.67 121°15'30" 686.36

152.51 9°57'30" 159.71

A

SEE SHEET 2

CENTENARY STREET

20

CENTENARY STREET

99°57'30" 104.30 131.50

RESERVE No.2 51.8m²

9°57' 7.20 99°57' 7.20 7.20

R1 1.949ha

7.20

7.20

6

E-1

279°57' 6

36

37

38

B

SPEARWOOD ROAD

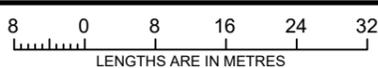
SEE SHEET 5

FILE REF: PF-19298-02-PS836345C(S1)-07.dwg



ABN 11 125 568 461 1315 Sturt Street, Ballarat, VIC Australia (PO Box 563W, Ballarat West) 3350 Phone +61 3 5330 8888 Fax +61 3 5333 3815 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE 1:800



ORIGINAL SHEET SIZE: A3

SHEET 6

SURVEYOR: ANDREW STUART HARMAN VERSION: 7

Planning Certificate

PROPERTY DETAILS

Property Address: Blind Creek Road CARDIGAN VIC 3352

Title Particulars: Vol 11944 Fol 425

Vendor: DEVELOPMENT VICTORIA

Purchaser: N/A

Certificate No: 60642085

Date: 22/01/2020

Matter Ref: 8093724

Client: Maddocks

MUNICIPALITY

BALLARAT

PLANNING SCHEME

BALLARAT PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BALLARAT CITY COUNCIL

ZONE

SPECIAL USE ZONE - SCHEDULE 14

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 18

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: DEVELOPMENT PLAN OVERLAY - SCHEDULE 10

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

NOT APPLICABLE

PLANNING ZONE MAP

MAP IMAGE NOT AVAILABLE FOR THIS PROPERTY

© SAI Global Limited. All rights reserved. SAI Global and the SAI Global logo are the property of SAI Global Limited.

Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

From www.planning.vic.gov.au on 20 February 2020 02:04 PM

PROPERTY DETAILS

Crown Description: **Allot. 2037 DOWLING FOREST**
 Address: **BLIND CREEK ROAD CARDIGAN 3352**
 Standard Parcel Identifier (SPI): **2037\PP2542**
 Local Government Area (Council): **BALLARAT** www.ballarat.vic.gov.au
 Council Property Number: **2047975 (Part)**
 Planning Scheme: **Ballarat** planning-schemes.delwp.vic.gov.au/schemes/ballarat
 Directory Reference: **VicRoads 561 L12**

This parcel is one of 3 parcels comprising the property. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Central Highlands Water**
 Melbourne Water: **outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **RIPON**

Planning Zones

[SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 14 \(SUZ14\)](#)



Copyright © - State Government of Victoria

CDZ - Comprehensive Development	FZ - Farming	GRZ - General Residential
IN1Z - Industrial 1	LDRZ - Low Density Residential	PCRZ - Public Conservation & Resource
PPRZ - Public Park & Recreation	PUZ4 - Public Use - Transport	RDZ1 - Road - Category 1
RLZ - Rural Living	SUZ - Special Use	

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

Copyright © - State Government of Victoria

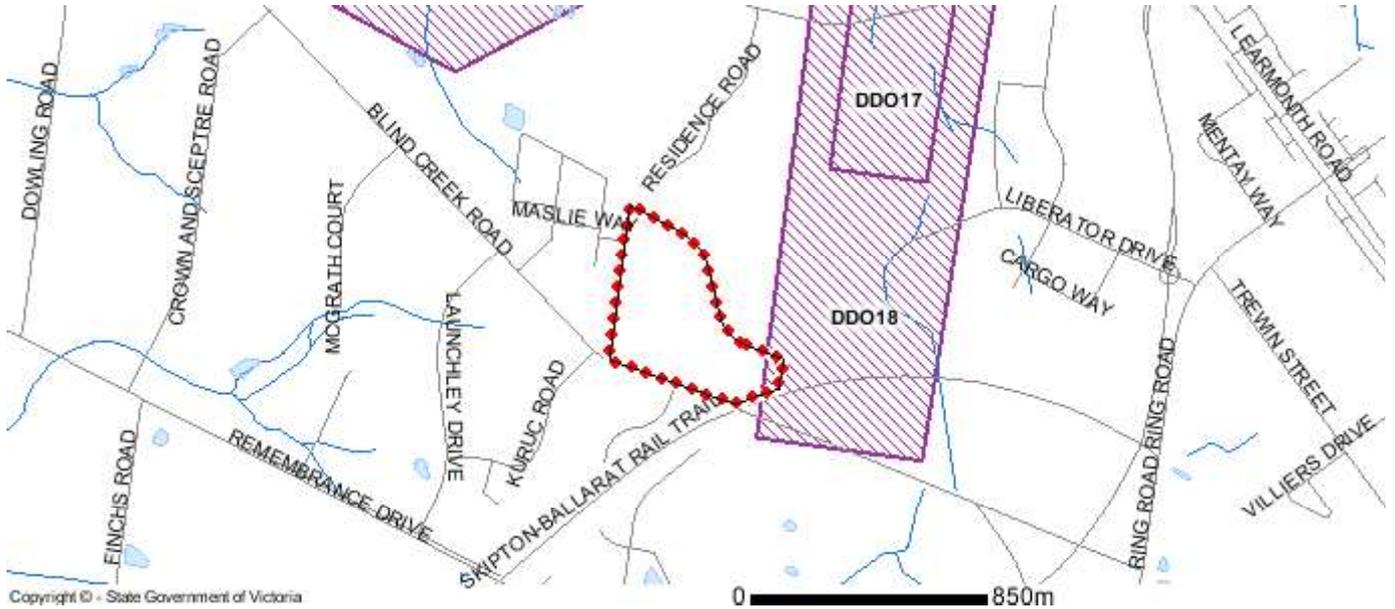
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 18 (DDO18)

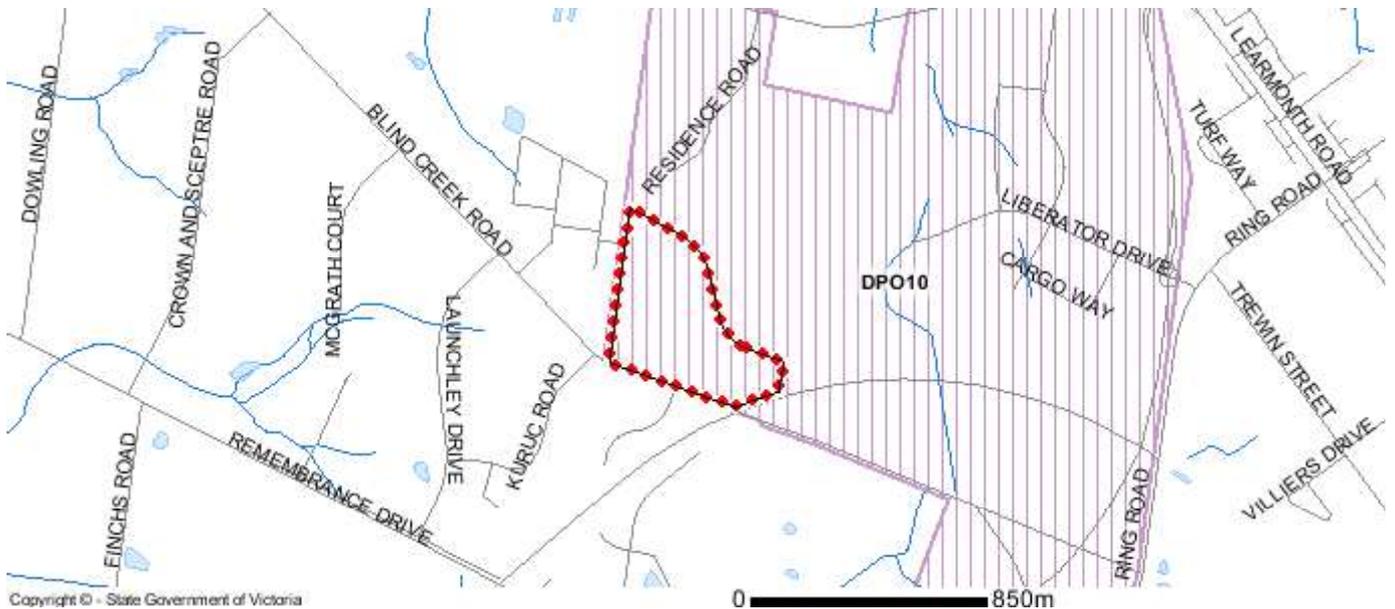


DDO - Design and Development

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 10 (DPO10)



DPO - Development Plan

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[AIRPORT ENVIRONS OVERLAY \(AEO\)](#)

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

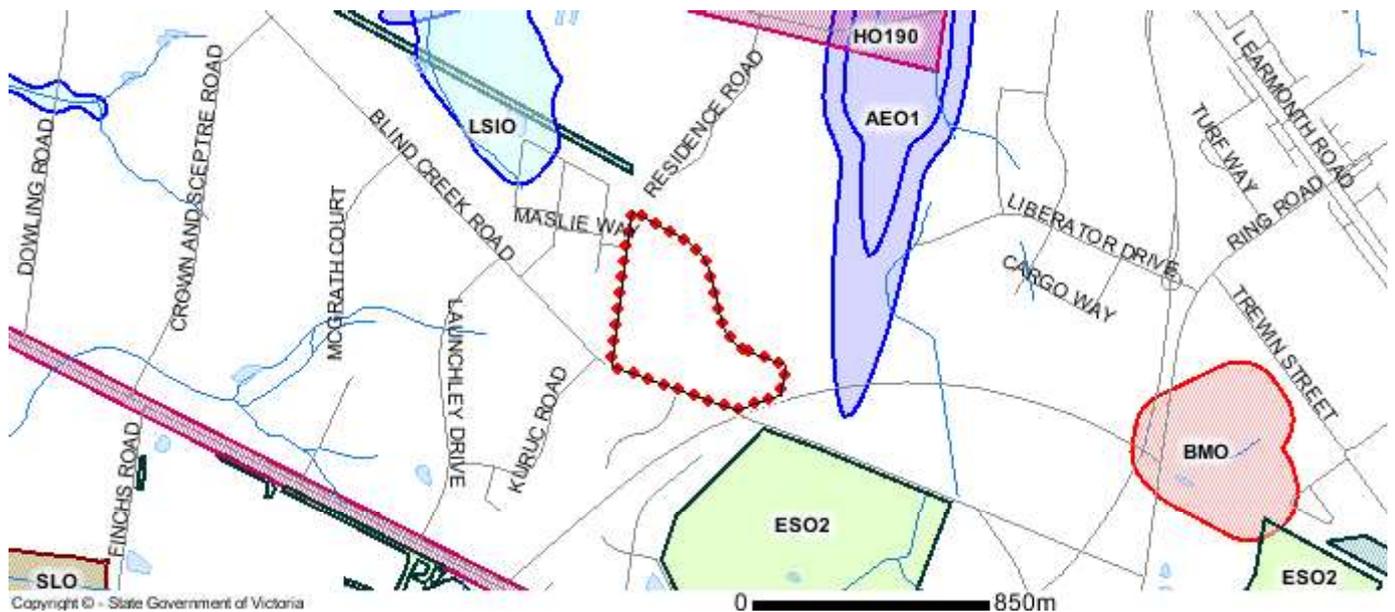
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



- | | | |
|----------------------------------|-----------------------------|-----------------------------------|
| AEO - Airport Environs | BMO - Bushfire Management | EMO - Erosion Management |
| ESO - Environmental Significance | HO - Heritage | LSIO - Land Subject to Inundation |
| SLO - Significant Landscape | VPO - Vegetation Protection | |

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

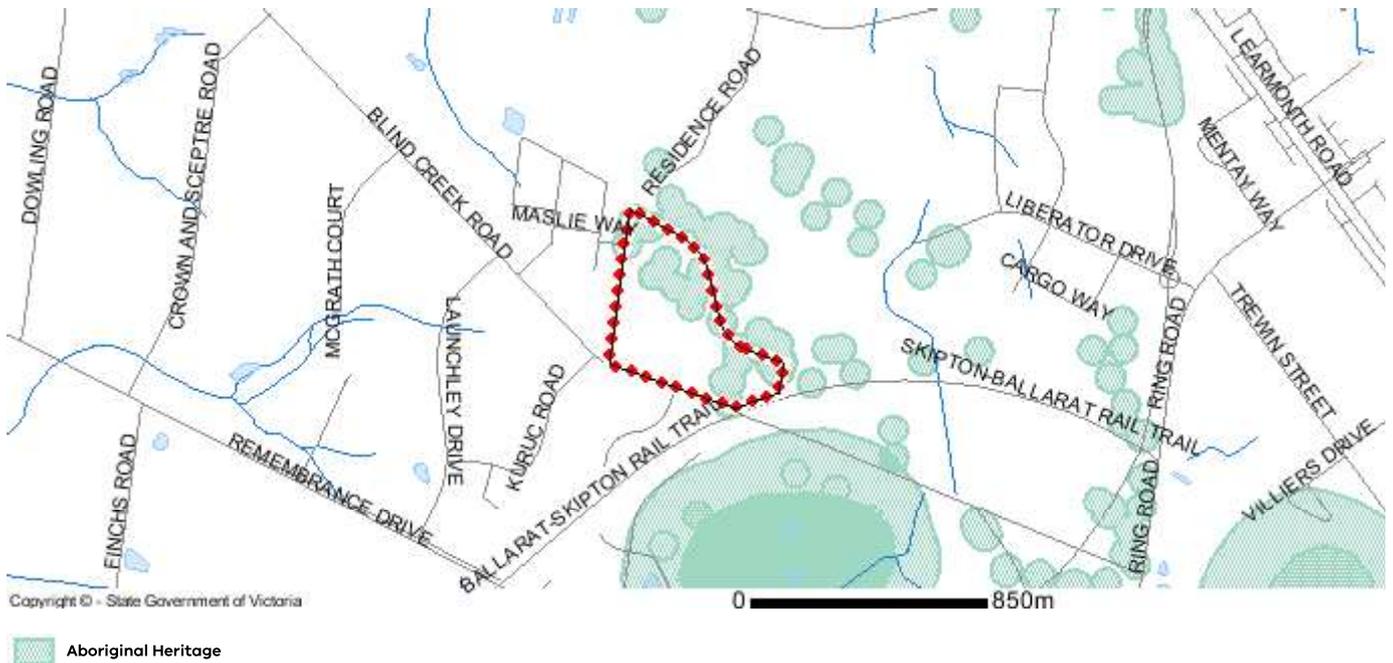
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



Further Planning Information

Planning scheme data last updated on 18 February 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

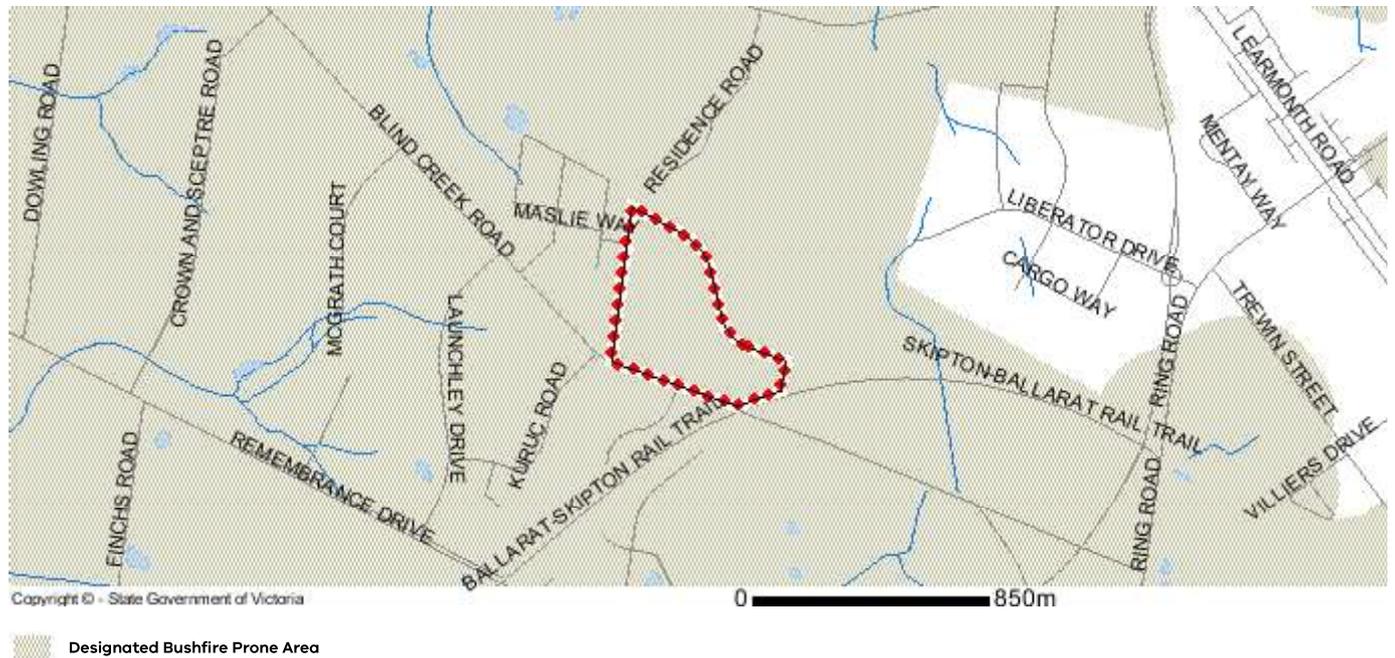
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

Date: 12 August 2019
Our Ref: PLP/2018/616
Enquiries: 03 5320 5885

Cardno TGM
PO Box 563w
BALLARAT WEST VIC 3350

Dear Sir/Madam

**Re: PLANNING PERMIT APPLICATION NO. PLP/2018/616
MULTI LOT SUBDIVISION
CA R3 BLIND CREEK ROAD, CARDIGAN VIC 3352**

I advise that the above planning permit has been granted by the Statutory Planning Unit under delegated authority. The attached permit is issued subject to conditions.

Please take the opportunity to read the conditions of the permit and the information on the bottom of the permit.

The permit may contain a condition requiring the submission of amended plans for endorsement by Council. If an amended plans condition is included on the permit, you must not commence any works until the amended plans are submitted and formally endorsed by Council. Amended plans for endorsement can be hand delivered, sent via mail or email to info@ballarat.vic.gov.au

Any conditions relating to drainage, roads, parking areas, vehicle access or other engineering matters may be discussed with Council's Engineering Unit on 5320 5613.

This approval does not constitute a building permit. If the proposal involves construction works you should contact a registered Building Surveyor to determine if a separate building permit is required. Please note Council's Building Unit does not issue building permits.

If the proposal involves the provision of septic tanks, the preparation of food in a commercial capacity or requires registration under the Food or Public Health & Wellbeing Act, approval of Council's Environmental Health Unit on 5320 5702 will be required.

Please note if you have a telecommunications condition, due to the lengthy timeframes taken by telecommunications providers to respond it is advised you contact a provider as soon as you receive your permit.

Should you have any questions in relation to this matter, please contact Rachel Blackwell email rachelblackwell@ballarat.vic.gov.au or Ph: 03 5320 5885.

Yours faithfully



Statutory Planning Team

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

ADDRESS OF THE LAND:

CA R3, CA R4, Parish of Dowling Forest
CA R3 Blind Creek Road, CARDIGAN VIC 3352

THE PERMIT ALLOWS:

Multi lot subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. Formal Plan of Subdivision

The formal plan of subdivision lodged for certification must be generally in accordance with the approved plan and must not be modified except to comply with statutory requirements or with the further written consent of the Responsible Authority.

2. Landscape Plans (Subdivisions)

Prior to the issue of Statement of Compliance, a detailed landscape plan must be prepared for all land within that particular stage and be approved by the Responsible Authority. The landscape plan for the stage must be generally in accordance with any approved Landscape Master Plan and when approved will form part of the permit.

The landscape plan for the stage must include relevant details for:

- (a) All existing vegetation, built structures and landscape features to be retained, protected and/or removed
- (b) All proposed landscape works within the public reserves including; plantings, vegetation offset areas, garden beds and lawn areas, playgrounds, paths, fencing, park furniture, boardwalks, bridges, and perimeter fencing details to all private boundaries adjoining public reserves.
- (c) All proposed drainage infrastructure within public reserves including; earthworks retention basins, underground pipes, stormwater outlets and water sensitive urban design treatments
- (d) Street tree plantings and landscaping in road reserves including naturestrips, roundabouts and centre medians
- (e) Planting schedules of all proposed plantings within the public reserves and road reserves including details of botanical names, common names, supply sizes, and plant numbers.
- (f) Landscape works required to be undertaken by the applicant as part of other permit conditions, approved plans or additional information requested by the Responsible Authority (eg Weed Management Plans, Native Vegetation Management plans, Arboricultural reports, Cultural Heritage Management Plans)

All landscaping works must be carried out in accordance with the approved landscape plan and Council's Landscape Design Manual (August 2012).

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 1 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

3. Street Tree Provision (Subdivision)

Prior to any works commencing on site, the permit holder shall prepare a plan for the provision of street trees within the road reserve adjacent to and within the proposed development at locations approved by the Responsible Authority. The street tree locations must accord with the requirements of Section 5 of Council's Landscape Design Manual (August 2012).

Prior to the issue of a Statement of Compliance, the street trees shall be planted within the road reserve in accordance with the approved plan. The trees shall be of semi-mature age and approved species and supplied, planted and maintained in accordance with the Responsible Authority's Tree Planting Guidelines. The permit holder is to provide a bond in the amount of \$500 per street tree. The tree(s) shall be maintained for a period of eighteen (18) months from planting to the satisfaction of the Responsible Authority. The bond will be returned eighteen (18) months after completion of planting and maintenance works to the satisfaction of the Responsible Authority.

Or

Prior to the issue of Statement of Compliance the permit holder must pay Council \$750 per street tree for their provision and eighteen (18) month maintenance period.

Note: For information regarding suitable street tree species see Council's adopted Urban Design Manual Part B: Landscape Character Area Guidelines (Version 1.0, 2012), available on Council's website.

4. Works Adjacent to Public Reserves

The adjoining public reserve (Ballarat-Skipton Rail Trail) must not be altered, damaged, impacted upon or used for any works including, but not limited to, access, buildings, drainage works or materials storage at any time during or after the development works without the written consent of the Responsible Authority.

Where access, storage of materials, or use of the adjoining public reserve is proposed, all proposed works which affect the public reserve must be identified on a landscape plan for the reserve. The Landscape Plan must be prepared and approved by the Responsible Authority prior to the commencement of works within the reserve or access through the reserve.

In addition to the standard requirements of Conditions 2 and 3 the Landscape Plan must identify:

- Existing features in the Public Reserve within a minimum five (5) metres of the property boundary including: existing trees, large shrubs, native vegetation, fencing, paths, drainage or services infrastructure and any other significant features.
- Proposed boundary fencing or boundary wall details (heights, materials, construction details etc).
- Proposed pedestrian access points, gates or paths.
- Proposed vehicle access points, gates, driveways or car parking.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 2 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

- Proposed earthworks within the private land (eg cut / fill or service trenching) greater than 300mm deep within two (2) metres of the property boundary
- Proposed drainage infrastructure or stormwater treatments and discharge outlets into the Public Reserve. Site sediment laden runoff must be controlled in accordance with 'Best Practice Environmental Management Guidelines'.
- Proposed tree or vegetation protection methods (where required),
- Proposed tree pruning or removal works (where permission has been granted by Council's senior arborist)
- Reinstatement works and specifications as required (eg rubbish removal, earthworks, path construction and replantings).
- Any other information as requested or directed by the Responsible Authority

All works within the Public Reserve (including the installation of the boundary fences) must be completed and be reinstated to the satisfaction of the Responsible Authority before occupancy of the proposed site or buildings.

5. Bonding, Completion and Maintenance of Landscaping

The applicant must ensure that all landscaping works forming part of the approved plans are maintained in accordance with the Landscape Design Manual unless otherwise stated in this permit. Bonding of works may be permitted in accordance with the Landscape Design Manual.

6. Engineering Plans and Construction

Prior to the commencement of works, engineering plans and specifications must be submitted to and approved by the Responsible Authority. The engineering plans must accord with the Infrastructure Design Manual and Council's Standard Cross-sections. All engineering works must be constructed in accordance with the approved plans and shall be completed to a standard satisfactory to the Responsible Authority prior to the issue of Statement of Compliance.

At the completion of the works one set of 'as constructed' civil plans shall be submitted to the Responsible Authority.

The engineering plans must detail:

- Construction of all roads internal to the subject site and connection with any existing roads bordering the subject site.
- Construction of underground drainage, surface drainage, detention basins, overland flow paths and the like.
- Construction of footpaths & shared paths.
- Construction of Kerb and channels and pavement widening along the Blind Creek Road frontage.
- Construction of right turn lane off Blind Creek Road to the entrance road.
- Construction of nature strips.
- Provision of Local Area Traffic Management.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 3 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

- All ancillary works deemed necessary by the Responsible Authority.

7. Functional Layout Plan

Prior to the submission of civil construction plans and certification of the plan of subdivision, or any respective stage thereof, Functional Layout Plans and other documentation in accordance with the Infrastructure Design Manual (IDM) and Council's Standard Cross-sections shall be submitted to and approved by the Responsible Authority.

8. Footpath Construction

A footpath shall be constructed along the frontage of all lots being created within the subject site and along all lots fronting Blind Creek Road.

Prior to works commencing on site, plans must be submitted to and approved by the Responsible Authority. The plans must accord with the Infrastructure Design Manual and Council's Standard Drawings. All works must be constructed in accordance with the approved plans and shall be completed to a standard satisfactory to the Responsible Authority prior to the issue of Statement of Compliance.

9. Naturestrips

Prior to the issue of Statement of Compliance, the naturestrip fronting all lots and reserves within the subject site shall be constructed in accordance with levels and specifications submitted to and approved by the Responsible Authority.

The works shall include:

1. The reshaping of the naturestrip.
2. Topdressing the area with a 75 millimetre rolled depth of good quality loamy topsoil free of any weed or seed.
3. Seeding the area with an appropriate seed mix.

All works shall be completed in accordance with Council's Landscape Design Manual and shall be to the satisfaction of the Responsible Authority prior to the issue of Statement of Compliance.

10. Drainage Plans and Construction

Prior to works commencing on site, drainage, stormwater detention and stormwater treatment plans must be submitted to and approved by the Responsible Authority. The drainage, stormwater detention and stormwater treatment plans must accord with the Infrastructure Design Manual (unless otherwise specified by the Responsible Authority) and Council's WSUD guidelines.

All drainage works must be constructed in accordance with the approved plans and shall be completed to a standard satisfactory to the Responsible Authority prior to the issue of Statement of Compliance.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 4 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

At the completion of the works, one set of 'as constructed' civil plans shall be submitted to the Responsible Authority.

Any proposed discharge of stormwater requiring a direct and/or modifying an existing connection to a designated waterway (as defined by the Water Act 1989) will require approval by the relevant Catchment Management Authority.

11. Drainage Easements

All easements deemed necessary to protect existing or future drainage lines within the proposed development site and properties between the development site and the nominated point of discharge shall be created to the satisfaction of the Responsible Authority.

12. Street Lighting

Prior to works commencing on site, a street lighting plan prepared by a suitably qualified professional must be submitted to the Responsible Authority for approval. Street light design must accord with the Infrastructure Design Manual, using energy efficient 18w LED globes in local streets, T5 fluorescent globes in street lighting managed by VicRoads and ensure compliance with AS1158 (or the AS at the time of installation). Fittings must comply with Council's street light service provider's standard fittings. Non-standard fittings will not be permitted.

Once approved all works detailed on the street lighting plan shall be installed to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance.

13. Contamination Assessment

Prior to the Certification of the Plan of Subdivision, a Preliminary Site Investigation Report prepared in accordance with AS4482.1-2005 shall be submitted to the Responsible Authority.

Should the Preliminary Site Investigation report indicate that contaminating activities took place on the site or that contaminants are present, a Detailed Site Investigation in accordance with AS4482.1-2005 shall be undertaken. The Detailed Site Investigation Report shall include any recommended remediation works.

If the report is accepted by the Responsible Authority, the remediation works shall be completed by the applicant to the satisfaction of the Responsible Authority prior to the issue of the Statement of Compliance.

If there are concerns about the nature and extent of the contamination found in the Preliminary and Detailed Site Investigation reports, the Responsible Authority reserves the right to require a statutory environmental audit to be undertaken. In this case either:

- (a) A certificate of environmental audit shall be issued for the land in accordance with Part IXD of the Environment Protection Act 1970 prior to the issue of the Statement of Compliance; **OR**

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 5 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

- (b) An environmental auditor appointed under the Environmental Protection Act 1970 must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for the intended use prior to the issue of the Statement of Compliance.

to the satisfaction of the Responsible Authority.

- (c) Where a Statement of Environmental Audit is issued for the land, the development including subdivision hereby approved must comply with all the directions and conditions contained within the Statement.

- (d) Where a Statement of Environmental Audit is issued for the land, prior to the issue of a Statement of Compliance for each stage, a letter prepared by an Environmental Auditor appointed under Section 53S of the Environment Protection Act 1970 or such other qualified person to the satisfaction of the Responsible Authority must be submitted to the Responsible Authority to verify that the directions and conditions contained within the statement have been satisfied.

- (e) Unless otherwise approved in writing by the Responsible Authority, where a Statement of Environmental Audit is issued for the land, and any condition of that Statement requires any maintenance or monitoring of an ongoing nature, prior to the issue of a Statement of Compliance for any stage of the subdivision authorised by this permit, the permit holder must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. All costs associated with setting up the Agreement must be borne by the owner. The Agreement must be registered on Title and run with the land, and must provide to the satisfaction of the Responsible Authority:

- (i) That the registered proprietor will undertake all required maintenance and/or monitoring in accordance with the statement.
- (ii) Prior to the development commencing, application must be made to the Registrar of Titles to Register the Section 173 Agreement on the title to the land under Section 181 of the Planning and Environment Act 1987.

14. Street Naming and Numbering

Prior to any works commencing on site, the permit holder must contact Council's Revenue Officer and/or Place Names Officer to arrange street numbering and naming requirements. All costs associated with the numbering of properties and naming of streets (including but not limited to supply and installation of street signs) must be borne by the permit holder. All works must be completed to the satisfaction of the Responsible Authority prior to the issue of Statement of Compliance.

15. Sediment on Roadways

No material shall be deposited on any road external to the site by any means including construction vehicles or associated plant entering or leaving the land subject to this permit. Any material deposited on the road shall be removed by mechanical or manual means to the

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 6 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

satisfaction of the Responsible Authority.

Note 1: Depositing such material on Responsible Authority's Roads is an offence under the Environment Protection (Resource Efficiency) Act 1970 and penalties may apply.

Note 2: Any costs associated with a clean up of road surfaces borne by the Responsible Authority must be met by the permit holder.

16. Sediment Control Measures

Prior to the commencement of any works on site, a Sediment Control Plan detailing sediment control measures during construction must be submitted to the Responsible Authority for approval. Control measures should be consistent with the EPA publication 480 'Environment Guidelines for Major Construction Sites'. When approved the Sediment Control Plan shall form part of this permit. All sediment control measures shall be undertaken and remain in place until the completion of site works to the satisfaction of the Responsible Authority.

17. Filling of Lots

If lots within the development are to be filled, details of the filling must be shown on the road and drainage construction plans.

Details to be shown include:

- Existing natural features
- Existing improvements
- Natural and finished surface levels

Once approved the filling operation shall be undertaken in accordance with the plan in the following way:

- (a) Prior to the commencement of filling commencing on any particular area of the site, topsoil shall be stripped and stockpiled on the site. Topsoil is not to be removed from the site but stored to be used and spread over the site on the completion of the filling operation, with additional soil if needed, to a depth of 100 millimetres.
- (b) The land shall be shaped so as not to concentrate water onto adjoining land.
- (c) Only clean inert filling shall be deposited on the site.
- (d) No material shall be stored or dumped on any area not approved for filling or stockpiling.
- (e) No damage shall be caused to kerb and channel, road pavement, strip-strips, drainage infrastructure or any other Responsible Authority asset due to the filling operation. If any damage is caused, the damage shall be repaired immediately to the satisfaction of the Responsible Authority.
- (f) Deposited material shall be shaped in accordance with the approved detailed plan or as directed by the Responsible Authority.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 7 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

- (g) Any land proposed to be further developed by the construction of buildings, roadways or drainage lines shall be compacted to 95% Modified (In accordance with Australian Standard 1289.5-2.1). Test results shall be submitted to the Responsible Authority.
- (h) Appropriate dust suppression measures shall be implemented to ensure that a nuisance is not caused to adjoining landowners or the general public to the satisfaction of the Responsible Authority.
- (i) If the filling is not completed in accordance with the approved plan, an as constructed plan, showing natural and finished surface levels, shall be submitted to the Responsible Authority.

All works required to comply with this condition shall be completed to the satisfaction of the Responsible Authority prior to the issue of Statement of Compliance.

18. Fees for Checking Engineering Plans

Prior to the issue of Statement of Compliance, a fee for checking engineering plans shall be paid to the Responsible Authority, pursuant to Section 43(2)(a)(iv) of the Subdivision Act 1988 and Clause 9 of the Subdivision (Fees) Interim Regulations 2012. The fee shall be in accordance with the Infrastructure Design Manual and must be approved in writing by the Responsible Authority prior to payment.

19. Supervision Fee

Prior to the issue of Statement of Compliance, a supervision fee shall be paid to the Responsible Authority pursuant to Section 17(2)(b) of the Subdivision Act 1988 and Clause 8 of the Subdivision (Fees) Interim Regulations 2012. The fee shall be in accordance with the Infrastructure Design Manual and must be approved in writing by the Responsible Authority prior to payment.

20. Guarantee of Works

Prior to the issue of Statement of Compliance, or unless otherwise agreed in writing by the Responsible Authority, the permit holder must provide a Guarantee of Work (bond) with the Responsible Authority in accordance with the Infrastructure Design Manual. The guarantee should be based on the same priced Bill of Quantities used to calculate the plan checking and supervision fees and must be approved in writing by the Responsible Authority prior to lodgement.

The guarantee shall be released at the termination of the Defects Liability Period, subject to the completion of all defect rectification works to the satisfaction of the Responsible Authority.

21. Construction Management Plan

Prior to the commencement of works, a Construction Management Plan must be prepared to the satisfaction of the Responsible Authority and endorsed as part of this permit. The Plan

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 8 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

must detail:

- (a) Hours of demolition and construction to accord with Local Laws
- (b) Management of Blind Creek Road to ensure that they are kept free of parked or standing vehicles or any other obstruction, including building materials, equipment, etc. to maintain free vehicle passage to abutting benefitting properties at all times, unless with the written consent of the Responsible Authority
- (c) Methods to contain dust, dirt and mud within the site and the method and frequency of clean up procedures, including the management of on-site storage waste construction bins and vehicle washing
- (d) Management of parking of construction machinery and workers vehicles to prevent adverse impact on nearby properties
- (e) Management of staging of heavy vehicles, site deliveries and unloading and lifting points with expected frequency, and traffic management in the vicinity, ensure routes to and from the site minimise disruption to residential properties
- (f) Minimising disruption to pedestrian access along footpaths
- (g) Measures to minimise noise and other amenity impacts from mechanical equipment, including idling trucks, and demolition/construction activities, especially outside of daytime hours
- (h) The provision of adequate environmental awareness training for all on-site contractors and sub-contractors
- (i) A liaison officer for contact by the public and the Responsible Authority in the event of relevant queries or problems experienced.

All works on the land must be undertaken in accordance with the endorsed Construction Management Plan to the satisfaction of the Responsible Authority.

22. Section 173 Agreement

Unless otherwise agreed in writing by the Responsible Authority, prior to Statement of Compliance being issued, the owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the *Planning & Environment Act 1987* to provide the following:

- a) The owner will notify and have any prospective purchasers of the property duly acknowledge, that they have been made aware of, and accept, that the property is located adjacent to the Ballarat West Employment Zone (BWEZ) and the Ballarat Airport where these existing uses may give rise to amenity impacts.

Prior to Statement of Compliance being issued, an application must be made to the Register of Titles to register the Section 173 agreement on the title to the land under section 181 of the Act. The responsible authority will not release Statement of Compliance until the agreement has been registered at the titles office and a dealing number assigned confirming that the agreement has been registered.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 9 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

The Responsible Authority may release the owner from these obligations and/or vary the requirements upon the written request of the owner. The Responsible Authority must be satisfied that the release and/or variation to the agreement will result in a better planning outcome or that the agreement is no longer required.

All costs associated with the preparation, signing, lodgement, registration, amending and ending of the Agreement must be borne by the owner, including all notification costs and legal fees.

23. Easements

All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.

24. Referral of Plan of Subdivision

The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.

25. Telecommunications

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

- (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

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:

- (c) 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
- (d) 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.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 10 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

26. Powercor Australia Ltd (Ref: 500000250429)

- a) This letter shall be supplied to the applicant in its entirety.
- b) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
- c) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.

Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.

- d) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).

Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.

- e) The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.

Notes: Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:

- RESERVES established by the applicant in favour of the Distributor.
- SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years.

The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.

- f) The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

Notes:

- Existing easements may need to be amended to meet the Distributor's requirements
- Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 11 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
	Power Line		Section 88 - Electricity Industry Act 2000	Powercor Australia Ltd

27. Country Fire Authority Non BMO (15000-64373-84503)

Subdivision plan not to be altered

The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

Hydrants

Prior to the issue of a Statement of Compliance under the *Subdivision Act 1998* the following requirements must be met to the satisfaction of the CFA:

- (a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120 metres and hydrants must be no more than 200m apart. These distances must be measured around lot boundaries.
- (b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note: CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au).

Roads

Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

- (a) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
- (b) Curves must have a minimum inner radius of 10 metres.
- (c) Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way.
- (d) Roads more than 60m in length from the nearest intersection must have a turning circle

Signature for the Responsible Authority:

Date Issue: 12 August 2019

Page 12 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used alternatives.

28. Glenelg Hopkins CMA

- a) The bunding on the northern boundary of the property adjacent to the Ararat-Melbourne railway line must not extend eastward beyond the pink line on the approved plans.

29. Central Highlands Region Water Authority (Ref:)

- a) Any plan lodged for certification will be referred to the Central Highlands Region Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.
- b) Reticulated sewerage facilities must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.
- c) A reticulated water supply must be provided to each lot by the owner of the land (or applicant, in anticipation of becoming the owner) to the satisfaction of the Central Highlands Region Water Corporation. This will include the construction of works and the payment of major works contributions by the applicant.
- d) The owner will provide easements to the satisfaction of the Central Highlands Region Water Corporation, which will include easements for pipelines or ancillary purposes in favour of the Central Highlands Region Water Corporation, over all existing and proposed sewerage facilities within the proposal.
- e) If required the owner will provide easements to the satisfaction of Central Highlands Region Water Corporation for pipeline or ancillary purposes through other land in the vicinity, as it is considered by the Authority that such easements may be required for the economical and efficient subdivision or servicing of or access to land covered by the subdivision.
- f) The owner must demonstrate to the satisfaction of Central Highlands Region Water Corporation how the subdivision design incorporates the principles of water sensitive urban design (WSUD) and the integrated water management (IWM) requirements of the Ballarat City Integrated Water Management Plan to achieve the associated potable water reduction targets. Where this involves a requirement for future owners of the lots to install and maintain rainwater tanks the owner must enter into an agreement with Central Highlands Region Water Corporation (CHW) and Council under Sections 173 and 174 of the *Planning and Environment Act 1987* to record this requirement, unless an alternative means of recording the requirement is agreed to Central Highlands Water's satisfaction.

If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 13 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

30. DownerTenix (Gas) (Ref:)

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

31. VicTrack (Ref: CSM 42887)

- a) All stormwater from the subject property must not enter VicTrack land but must be collected and directed to legal discharge points.
- b) Entry onto railway land is at the discretion of the Rail Operator V/Line and is subject to any conditions imposed by it.
- c) Prior to the commencement of works, including demolition and bulk excavation, the permit holder must ensure that all boundaries abutting the railway land are fenced at the permit holder's expense.

32. Transport for Victoria - TFV

- a) No waste, soil or other materials from the works are to be stored or deposited on VicTrack land.
- b) No drainage or effluent must enter VicTrack land and must be connected to the legal point of discharge.
- c) No stormwater may be discharged directly or indirectly into any rail reserve or associated land

33. Expiry of Permit Subdivision

The plan of subdivision must be certified within two (2) years of the date of issue of this Permit unless the Responsible Authority grants an extension of the Permit upon application in writing by the permit holder within six (6) months of the prescribed expiry date. Once the plan of subdivision is certified, the Permit will expire five years from the date of certification of the plan of subdivision.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 14 of 18

PLANNING

Permit No

PLP/2018/616

PERMIT

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

NOTES

Works within Road Reserve

The construction or altering of a vehicle crossing, footpath and/or any other works or alterations within a road reserve or any other Council asset may require either a Crossover Permit (which includes a driveway and new crossover), a Road Opening Permit (ie. opening up a road for installation of infrastructure), Asset Protection Permit (Temporary Crossing Permit i.e. providing for temporary site access) or other approval to be obtained from the City of Ballarat. This Planning Permit does not constitute such approval. Failure to obtain an appropriate permit or damaging Council infrastructure, including footpaths, kerbs, drains, street trees, nature strips etc or failing to remove redundant crossings and reinstate the kerb, drain, footpath, nature strip or other part of the road is a breach of the Ballarat City Council Community Local Laws (10 Penalty Units). For further information, please contact Council's Asset Protection Officer in relation to Road Opening or Asset Protection permits and Council's Infrastructure Planning & Development Unit via Council's Customer Service Officers and the Arborist relating to Street trees.

Flood Prone

This property may be subject to flooding, however insufficient information is available to enable a flood level to be specified at this time. The location and floor level of any building works on the land may be subject to further approval by the Responsible Authority.

Cultural Heritage – Approved

All works required and specified in the approved Cultural Heritage Management Plan must be undertaken in accordance with the approved plan approved by Aboriginal Affairs Victoria.

Date of amendment	Brief Description of Amendment
11 March 2020	<ul style="list-style-type: none">Pages of planning permit corrected to be re-numbered 1-18 accordingly

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 15 of 18

PLANNING

PERMIT

Permit No

PLP/2018/616

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 16 of 18

PLANNING

PERMIT

Permit No

PLP/2018/616

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

IMPORTANT INFORMATION ABOUT THIS PERMIT WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit; or
- * if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

Page 17 of 18

PLANNING

PERMIT

Permit No

PLP/2018/616

Planning Scheme

Ballarat (Gazetted 26/11/98)

Responsible Authority

Ballarat City Council

-
- * An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
 - * An application for review must state the grounds upon which it is based.
 - * An application for review must also be served on the Responsible Authority.
 - * Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Signature for the Responsible Authority:



Date Issue: 12 August 2019

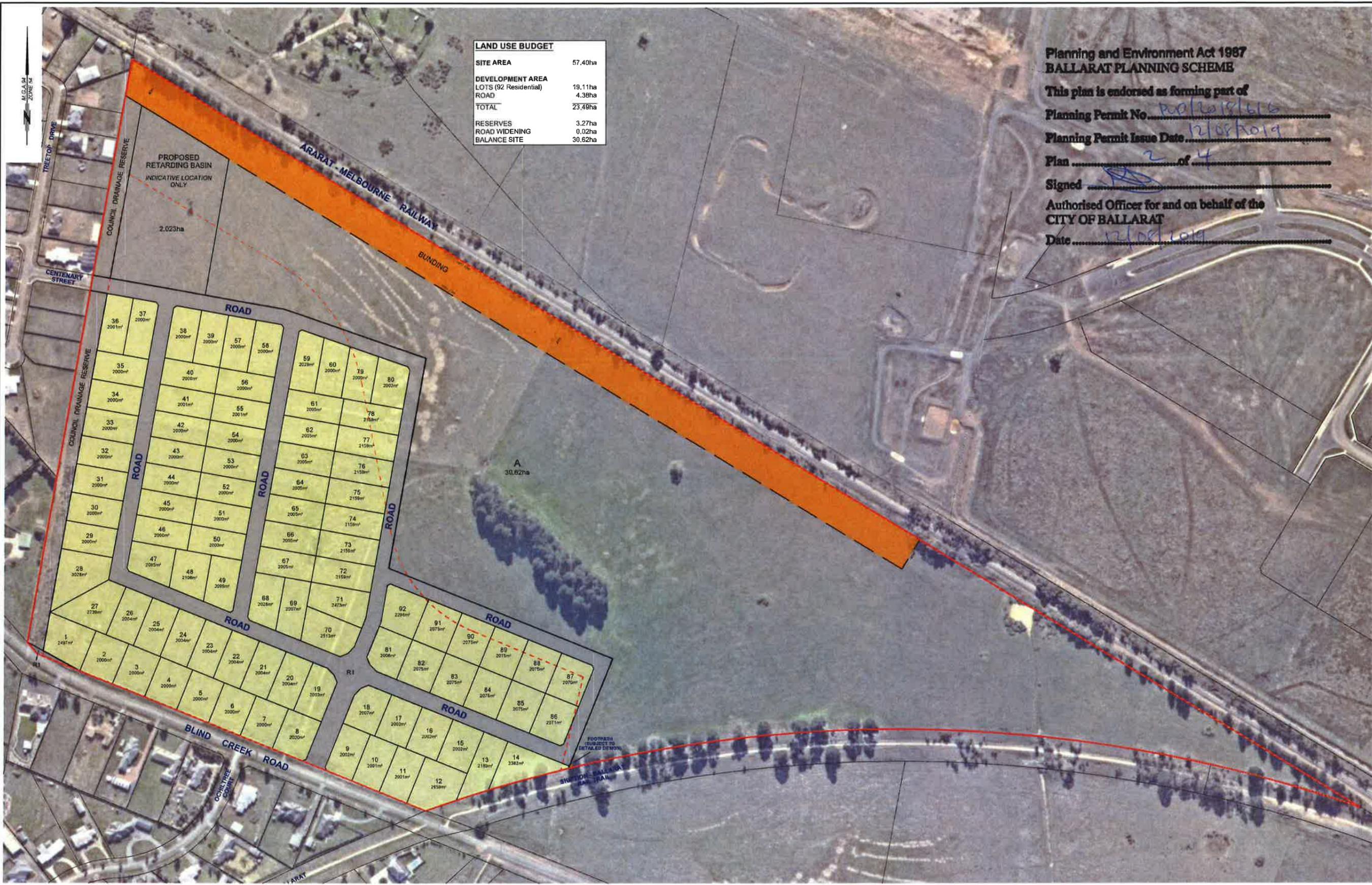
Page 18 of 18



LAND USE BUDGET	
SITE AREA	57.40ha
DEVELOPMENT AREA	19.11ha
LOTS (92 Residential)	4.38ha
ROAD	23.49ha
TOTAL	3.27ha
RESERVES	0.02ha
ROAD WIDENING	30.62ha
BALANCE SITE	

Planning and Environment Act 1987
 BALLARAT PLANNING SCHEME
 This plan is endorsed as forming part of
 Planning Permit No. 18190-01-09
 Planning Permit Issue Date: 12/07/2018
 Plan of 4
 Signed: [Signature]
 Authorising Officer forward on behalf of the
 CITY OF BALLARAT
 Date: 12/07/2018

Lot Number: 18190-01	Date of Issue: 06/06/2018	Sheet: 1 of 1	Scale: 1:3000	A1 Size
Date of Survey: 30/07/18	30 0 30 60 90 120 150	Survey: -	Drawn: J.S.	Checked: A.H.
OVERALL DEVELOPMENT PLAN				
VEGETATION PLAN				
BLIND CREEK ROAD, CARDIGAN				
Rev	Revision	Date		
9	Lot 9 Area	06/06/18		
8	Building	07/06/18		
7	Lot Layout	30/07/18		
TGM Group 120 Main Street Ballarat, VIC 3240 F: 03 5333 3116 Ballarat, VIC 3240 ABN 11 125 566 461 <small>© 2018 TGM Group</small>				
DWS: 18190-01-09 VERSION: 9				



LAND USE BUDGET	
SITE AREA	57.40ha
DEVELOPMENT AREA	19.11ha
LOTS (92 Residential)	
ROAD	4.38ha
TOTAL	23.49ha
RESERVES	3.27ha
ROAD WIDENING	0.02ha
BALANCE SITE	30.62ha

Planning and Environment Act 1987
BALLARAT PLANNING SCHEME
 This plan is endorsed as forming part of
 Planning Permit No. PP16/019/616
 Planning Permit Issue Date 12/08/2019
 Plan 2 of 4
 Signed [Signature]
 Authorised Officer for and on behalf of the
CITY OF BALLARAT
 Date 12/08/2019

Rev.	Revision	Date
9	Lot 9 Area	06/08/18
8	Bunding	01/08/18
7	Lot Layout	30/07/18

TGM Group
 1315 Sturt Street
 Ballarat Vic 3190
 T 03 5330 8888
 F 03 5332 2815
 PO Box 583W
 Ballarat West Vic 3360
 ABN 11 125 588 461
 www.tgmgroup.com

OVERALL DEVELOPMENT PLAN (SITE)		Job Number: 18190-01	Date of Issue: 06/08/2018
BLIND CREEK ROAD, CARDIGAN		Sheet: 1 of 1	At Size: A3
		Date of Survey: -	Scale: 1:4000
		Survey: -	Lengths and in metres: 40 0 40 80 120 160 200
		Drawn: J.S.	Checked: A.H.
		DWG: 18190-01-09	VERSION: 9



LAND USE BUDGET	
SITE AREA	57.40ha
DEVELOPMENT AREA	19.11ha
LOTS (92 Residential)	4.38ha
ROAD	23.49ha
TOTAL	3.27ha
RESERVES	0.02ha
ROAD WIDENING	30.62ha
BALANCE SITE	

Planning and Environment Act 1987
 BALLARAT PLANNING SCHEME
 This plan is endorsed as forming part of
 Planning Permit No. PP12061ALC
 Planning Permit Issue Date 12/09/2019
 Plan 3 of 4
 Signed [Signature]
 Authorised Officer for and on behalf of the
 CITY OF BALLARAT
 Date 14/09/2019

Job Number: 18190-01	Date of Issue: 06/09/2018
Sheet: 1 of 1	
Date of Survey:	
SCALE 1:3000	At Size A3
30 0 30 60 90 120 150	
Survey: -	Drawn: J.S.
DWG: 18190-01-09	Checked: A.H.
	VERSION: 9

OVERALL DEVELOPMENT PLAN	
BLIND CREEK ROAD, CARDIGAN	

Rev.	Revision	Date
9	Lot 9 Area	06/08/18
8	Bundling	07/08/18
7	Lot Layout	30/07/18

TGM
 10/15 G. Group
 1215 G. Road
 Ballarat Vic 3250
 P. 03 5333 9815
 F. 03 5333 9816
 Suite 1001, 1215 G. Road
 Ballarat Vic 3250
 www.tgm.com.au

Planning and Environment Act 1987
BALLARAT PLANNING SCHEME

This plan is endorsed as forming part of

Planning Permit No PW/2018/016

Planning Permit Issue Date 12/08/2017

Plan 4 of 4

Signed [Signature]

Authorised Officer for and on behalf of the
CITY OF BALLARAT

Date 12/08/2019



Rev.	9	Lot 9 Area	06/08/18	Revision	Date
8	Bundling	01/08/18			
7	Lot Layout	30/07/18			

1831 G.P.P.
3715 South Street
Ballarat Vic 3302
P. 03 5333 3915
M. 03 5333 3916
Ballarat Vic 3302
www.tgm.com.au

TGM
TERRACON CONSULTANTS

BUILDING ENVELOPE LEGEND

- BUILDING ENVELOPE
- DRIVEWAY ENVELOPE
- 1m OFFSET
- 2m OFFSET
- 5m OFFSET
- 8m OFFSET

OVERALL DEVELOPMENT PLAN
(SHOWING BUILDING ENVELOPES)
BLIND CREEK ROAD, CARDIGAN

Job Number: 18190-01
Date of Issue: 06/08/2018
Sheet: 1 of 1
SCALE: 1:2500
A1 Size
25 0 25 50 75 100 125
Survey: --
Drawn: J.S.
Checked: A.H.
DWG: 18190-01-09
VERSION: 9

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989

Applicant: Landata
Delwp - Accounts Payable
Locked Bag 32017
COLLINS STREET EAST VIC 8003

Date: 30-Jan-2020
Certificate No: 30635
eServices Certificate Ref: 34798418-010-7:63742

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, the Local Government Act 1958 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 Council or the relevant authority. A fee may be charged for such information.

Rate Assessment Number: 4480059
Property Address: CA R3 Blind Creek Road, CARDIGAN VIC 3352
Property Description: CA R3, CA R4
Area: 1100000M2

Statement of rates and charges for YEAR ENDING 30/06/2020 and payable in full by 15/02/2020 (except where paying by instalments):

RATES & CHARGES	(\$)	AMOUNT/BALANCE (\$)
Arrears		0.00
Current Levied	<i>Fire Services Levy</i>	226.00
Current Total:	226.00	226.00
Interest (Interest will accrue on any overdue rates & charges)		0.00
Legal Fees		0.00
Other Monies		0.00
Sundry Monies		0.00
Less Pension Rebate		0.00
Less Payments Received		0.00
Overpayments		0.00
TOTAL OUTSTANDING		226.00

NOTE: CA 2037 is currently not rated separately. This property is currently non rateable but may become rateable at settlement.

PROPERTY VALUATIONS

Description	Valuation	Level of Value Date	Operational Date
Net Annual	\$5,550	01/01/2019	01/07/2019
Site	\$111,000	01/01/2019	01/07/2019
Capital Improved	\$111,000	01/01/2019	01/07/2019

Verbal confirmation or variations will only be given for a period of 90 days from the date of issue, however Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 90 days.

OTHER INFORMATION

Notices or orders on the land served by Council under the Local Government Act 1958, the Local Government Act 1989, or under a local law of the Council, which have a continuing application at the

date of the Certificate, details being (if any):

LB

There are no moneys owed for works under the Local Government Act 1958.

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.

There are no moneys owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There are no outstanding amounts required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988, or the Local Government Act 1958.

There are no moneys owed under section 227 of the Local Government Act 1989.

GENERAL NOTES

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other moneys payable to the City of Ballarat together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer

Central Highlands Region Water Corporation

ABN/GST 75 224 340 348



CENTRAL
HIGHLANDS
WATER

7 Learmonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat
Victoria 3353 Australia
Telephone 1800 061 514
Facsimile (03) 5320 3299

Maddocks C/- Infotrack C/- Landata

Your Ref: 34798418-019-0
Statement No: 51920
Account No: 1
Date: 22/01/2020

Information Statement

Water Act 1989 Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

C/A 2037 Blind Creek RD CARDIGAN

Title(s):

TP, 955051S, Volume 11944, Folio 425, C/A 2037, Parish of Dowling Forest

Owner(s):

Development Victoria

Account Calculation:

Fees and Charges (including interest)	\$0.00
Scheme Arrears	\$0.00
Total Amount in arrears as at 28 Feb 2020:	\$0.00
Access fees: 28 Feb 2020 (from page 2)	\$0.00
Total Amount:	\$0.00

Note: Central Highlands Water will perform a special meter reading on all metered properties 10-14 days prior to settlement. After the special meter read is taken, an updated Information Statement will be issued to your office including all fees and charges outstanding to settlement.

Property No:

Property Address: C/A 2037 Blind Creek RD CARDIGAN

Details of services provided and their tariffs:

Refer To Encumbrance Notes = \$0.00

Encumbrances and other information:

A Water Supply Is Not Available To The Property.

Sewerage Is Not Available To The Property.

The information supplied on this Statement in relation to encumbrances is valid as at the date of issue only.



Darryn McDonald
Manager Customer Services
Central Highlands Water

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / MADDOCKS

Your Reference:	8093724
Certificate No:	34145127
Issue Date:	07 FEB 2020
Enquiries:	NXS7

Land Address: BLIND CREEK ROAD CARDIGAN VIC 3352

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41455193			11944	425	\$0.00

Vendor: DEVELOPMENT VICTORIA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CITY OF BALLARAT	2020	\$111,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX municipality.

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:	\$111,000
SITE VALUE:	\$111,000
AMOUNT PAYABLE:	\$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 34145127

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$111,000

Calculated as \$0 plus (\$111,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 34145127

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 34145127

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Building Permit 10 Year Search
Pursuant to regulation 51(1) Building Regulation 2018

Certificate No: 1244
eServices Ref: 34798418-011-4:63743
Property Address: CA R3 Blind Creek Road, CARDIGAN VIC 3352

1. Details of any permit or certificate of final inspection issued in the preceding 10 years.

Search of Council records of any permits or final certificates issued in the preceding 10 years show:

Application No. (if applicable)	Description (if applicable)
---------------------------------	-----------------------------

- No Building Permit issued
- No Occupancy Permit/ Final Certificate issued in respect to this property.

Please take a note, this information is not evidence that an illegal works do not exist. There may be outstanding building permits issued prior to 10 year prescribed period.

2. Details of any current notice or order issued by the relevant building surveyor under the Act.

Search of Council records of any current notices or orders issued by the relevant building surveyor under the Act show:

Notice/Order No. (if applicable)	Description (if applicable)
----------------------------------	-----------------------------

Information Supplied By: Building Services Officer

Date: 03-Feb-2020

Property Information Request

Pursuant to regulation 51 (2) Building Regulations 2018

Certificate No: 1251
eServices Ref: 34798418-012-1:63744
Property Address: CA R3 Blind Creek Road, CARDIGAN VIC 3352

Requests for information:

(2) Any person may request the relevant council to provide in relation to any building or land details as to whether the building or land is—

a) in an area that is liable to flooding within the meaning of regulation 5(2)	No The property has not been designated as “liable to flooding” within the meaning of regulation 153 of Building Regulations 2018. However available flood data indicates that the property may be liable to flooding. Council strongly recommends seeking further flood advice from the relevant Catchment Management Authority with regards to the location and floor level of any building works on this site.
b) in an area that is designated under regulation 150 as an area in which buildings are likely to be subject to attack by termites	No
c) is an area designated under regulation 152 as likely to be subject to significant snowfalls	No
d) in an area for which a bushfire attack level has been specified in a planning scheme	No
e) designated land; or	No
f) designated works	No

Date of Issue: 4 February 2020

IMPORTANT NOTE

This information has been prepared from Council records, which are based on information from various sources. Omissions and variations from records may exist and the City of Ballarat cannot accept responsibility or liability for the completeness, accuracy or otherwise of the information provided.

You are advised to inspect the site to verify this information and check the existence of anything else that may impact on your project. It is Council policy that street trees may not be removed to provide access, and it may not be possible to alter drainage lines, pits, poles or other facilities to suit your project.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 21st January 2020, 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®.

BLIND CREEK ROAD, CARDIGAN 3352
CITY OF BALLARAT

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: 21st January 2020

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: BLIND CREEK ROAD
 SUBURB: CARDIGAN
 MUNICIPALITY: BALLARAT
 MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 76 Reference E2
 DATE OF SEARCH: 22nd January 2020

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 located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

VOLUME 6747 FOLIO 250 BALLARAT	Current Industrial Site. Requires assessment and/or clean up. Notice Number: 0090001913
--------------------------------	---

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

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



Extract of EPA Priority Site Register

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

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:

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



DEVELOPMENT VICTORIA
C/o RICHARD CAMPBELL
LEVEL 9
8 EXHIBITION STREET
MELBOURNE VIC 3000

Our reference: 2410199045946
Phone: 13 28 66

12 April 2019

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.

Reference number	2410199045946
Vendor name	DEVELOPMENT VICTORIA
Vendor address	LEVEL 9 8 EXHIBITION STREET MELBOURNE VIC 3000
Clearance certificate period	25 March 2019 to 25 March 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon
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

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**.