



CONTRACT OF SALE

MATTHEWS ROAD/SHEVRY CROSS WAY/MINNAUNS ROAD, LOVELY BANKS, VICTORIA, 3213

PH LAND PTY LTD ACN 604 407 678

LOT NUMBER:

7JFA:21807112

Harwood Andrews
ABN 98 076 868 034
70 Cheringhap Street,
Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of form of contract published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd

Property Address: Lot **Matthews Road/Shevry Cross Way/Minnauns Road, Lovely Banks, Victoria, 3213**
The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as 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(s) of person(s) signing

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

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

on ____ / ____ /20 ____

print name(s) of person(s) signing

Pierce Joseph Phelan and Margaret Mary Phelan

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

directors

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

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

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

Off-the-Plan contract (Section 9AA(1A) of the *Sale of Land Act 1962*)

- Subject to the limit set by subsection 9AA(1)(b) of the *Sale of Land Act 1962*, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract, up to 10 per cent of the purchase price; and
- A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: **MAXWELL COLLINS REAL ESTATE**
 Address: 55 Myers Street, Geelong, Vic 3220
 Telephone: 5222 4711 Fax: 5221 7331 DX: Email:
 Ref:

VENDOR

Name: **PH LAND PTY LTD ACN 604 407 678**
 Address: 3 Lucas Street, Caulfield South, Vic 3162
 Telephone: Fax: DX: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **HARWOOD ANDREWS**
 Address: 70 Gheringhap Street Geelong 3220
 Telephone: 03 5226 8535 Fax: 03 5225 5222 DX: 22019 Email: jarmstrong@ha.legal
 Ref: Janet Armstrong:21807112

PURCHASER

Name:
 Address:
 Telephone: Fax: DX: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:
 Address:
 Telephone: Fax: DX: Email:
 Ref:

LAND (general conditions 3 and 9)

The land is described in the table below -

Certificate of Title reference	being lot	on proposed
Part of Volume 11216	Folio 596	plan of subdivision PS740227S

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is Lot Matthews Road/Shevry Cross Way/Minnauns Road, Lovely Banks, Victoria, 3213

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

Nil

PAYMENT (general condition 11)

Price \$.....
Deposit \$..... payable on the signing hereof (of which \$ has been paid)
Balance \$..... payable at settlement

GST (general condition 13)

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

////////////////////////////////////

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:

margin scheme**SETTLEMENT** (general condition 10)

is due on ____/____/____

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

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.

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LOAN (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

GST WITHHOLDING NOTICE

The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "**GST withholding applies**" appear in this box in which case the vendor will provide further details before settlement.

GST withholding applies

Unless the words "GST withholding applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

SPECIAL CONDITIONS

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

special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are as follows on the next page:

SPECIAL CONDITIONS

1. INTERPRETATION

1.1. Unless the context otherwise requires:

- 1.1.1. **Application** means to apply for and obtain all permits and approvals for subdivision, use, construction and development of the Land Being Developed.
- 1.1.2. **Bank Guarantee** means an unconditional bank guarantee issued to the vendor at the request of the purchaser by a body corporate described in general condition 11.5 which is approved of by the vendor under which the issuer is unconditionally required to pay the relevant amount to the vendor's solicitors on demand and on other terms and conditions approved of by the vendor. If it specifies an expiry date, that expiry date must be no less than 3 months after the Registration Date.
- 1.1.3. **Business Day** means a day other than a Saturday or a Sunday on which banks are open for business in Melbourne.
- 1.1.4. **Claim** includes making any objection or requisition or claim for compensation, a delay in settlement or rescinding or terminating this contract or attempting or purporting to do so.
- 1.1.5. **Continuing Conditions** means special conditions 5, 8, 12, 14, 15, 26 and 27.
- 1.1.6. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.1.7. **Form One** means the "GST property settlement withholding notification form" required to be lodged with the Australian Taxation Office (ATO) by purchasers who are required to withhold an Amount.
- 1.1.8. **Form Two** means the "GST property settlement date confirmation" required to be lodged with the ATO by purchasers.
- 1.1.9. **Guarantee** means the guarantee and indemnity required under special condition 18 in the form attached to this contract.
- 1.1.10. **Land** means the land described in the "land" panel of the particulars of sale of this contract.
- 1.1.11. **Land Being Developed** means the land in the Plan of Subdivision.
- 1.1.12. **Lot and Lots** have the same meaning as under the Subdivision Act 1988.
- 1.1.13. **Permit** means all planning permits required to enable registration of the Plan of Subdivision in relation to the Land Being Developed including Permit 1123/2004A issued by the Greater Geelong City Council, a copy of which is attached to the Section 32 Statement.
- 1.1.14. **Phalaris Park Estate** means the residential development being undertaken by the vendor and includes the Land Being Developed.
- 1.1.15. **Plan of Subdivision** means the proposed plan under the Subdivision Act 1988 to subdivide the Land Being Developed. The plan may be amended under this contract. A copy of the plan is attached to the Section 32 Statement and described as proposed plan of subdivision PS740227S.
- 1.1.16. **Registration Date** means 31 December 2021.
- 1.1.17. **Responsible Authority** means any authority exercising statutory rights, powers or duties with respect to Land Being Developed, the Plan of Subdivision, services to the Land Being Developed or building legislation or any person exercising such rights, powers or duties.
- 1.1.18. **Restricted Right means any:**
 - 1.1.18.1. Claim;
 - 1.1.18.2. withholding or delayed payment of, or demand of a reduction in, the price; and
 - 1.1.18.3. delay or refusal to settle or complete the purchase pursuant to this contract,

whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.

- 1.1.19. **Restrictive Covenant** means the restrictive covenants set out in Memorandum of Common Provisions retained by the Registrar of Titles in AA4124, a copy of which is attached to the Section 32 Statement.
- 1.1.20. **Sale of Land Act** means the Sale of Land Act 1962.
- 1.1.21. **Section 173 Agreement** means an agreement under section 173 of the Planning and Environment Act 1987.
- 1.1.22. **Settlement** means the day for settlement referred to in the Particulars of Sale.
- 1.1.23. **Subdivision Act** means the Subdivision Act 1988 amended and any regulations made pursuant to the Act.
- 1.1.24. **Substance** means any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or other substance or infestation in or under the Land.
- 1.1.25. **Utilities** include electricity, gas and telephone.
- 1.1.26. **Section 32 Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.1.27. **Withholding Legislation** means Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No. 1) Act 2018 (Cth).
- 1.2. A reference to "the property" in this contract is a reference to the Land and goods sold with the Land.
- 1.3. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.4. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.5. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.6. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the Land but shall continue in full force and effect.
- 1.7. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.8. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.

2. PURCHASER'S ACKNOWLEDGEMENTS

- 2.1. The purchaser acknowledges:
 - 2.1.1. that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Section 32 Statement;
 - 2.1.2. any document referred to in this contract or the Section 32 Statement as a "draft" (including by watermark) may be varied. The vendor will provide the purchaser with the final version of a draft document as soon as they are finalised. The purchaser agrees it cannot make any Claim in respect of the final version of a draft document.

3. CERTAIN GENERAL CONDITIONS EXCLUDED OR VARIED

- 3.1. General Condition 7, 8 and sub-clauses 24.4 to 24.6 inclusive of General Condition 24 do not apply to this contract.
- 3.2. For the purposes of General Condition 6, the term "that document" means an unsigned draft document and the purchaser acknowledges that the signed document provided at settlement may vary from the draft document.

3.3. General condition 18 is deleted and replaced by the following:

- "18.1 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.*
- 18.2 The nomination form shall be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:*
- (a) agrees to be bound by the obligations of the purchaser under this contract; and*
 - (b) gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser's agreement under general condition 13.6.*
- 18.3 The vendor is not bound to act in accordance with a nomination unless the purchaser has provided written notice of the nomination and the fully executed sale of real estate nomination form (or such other documents evidencing the nomination) to the vendor not less than 10 business days prior to settlement."*

4. ENTIRE CONTRACT

- 4.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 4.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the vendor Statement are expressly negated and withdrawn.
- 4.3. Without limiting the generality of this condition the purchaser agrees that neither the vendor nor anyone on behalf of the vendor has made any representations or warranty upon which the purchaser relies as to the fitness or suitability of the Land or the Land Being Developed for any particular purpose or the aspect or outlook of the Land or the financial return or income to be derived from the Land.

5. DEVELOPMENT OF PHALARIS PARK ESTATE

- 5.1. The purchaser acknowledges that:
- 5.1.1. the Phalaris Park Estate is being developed progressively by the vendor;
 - 5.1.2. this involves or will involve (amongst other things) the carrying out of construction works and the making of planning applications of various types to Responsible Authorities;
 - 5.1.3. despite special condition 11.3, the decision in relation to the timing for commencement of the works necessary to permit registration of the Plan of Subdivision will be made by the vendor in its absolute discretion (which may include that the vendor determines not to undertake the works necessary to permit registration of the Plan of Subdivision by the Registration Date).
- 5.2. Without limiting special condition 5.1, the purchaser must:
- 5.2.1. not make or maintain any objection, appeal, Claim, demand or suit either alone or jointly with others against any of the Applications;
 - 5.2.2. not make any Claim or objection, delay completion or claim a reduction in the price or make a Claim in relation to any dust, noise or traffic interference which results from the ongoing development of Phalaris Park Estate;
 - 5.2.3. not do or omit to do anything which would prevent the vendor from developing and completing Phalaris Park Estate (including selling lots within Phalaris Park Estate);
 - 5.2.4. consent (as an adjoining owner or an owner within Phalaris Park Estate) to any Application made by or on behalf of the vendor (and its associated entities) in relation to the development of Phalaris Park Estate;
 - 5.2.5. not make any Claim or objection, delay completion or claim a reduction in the price because the vendor (and its associated entities) is developing land within Phalaris Park Estate (including adjacent to the Land) for any purpose; and
 - 5.2.6. not make any Claim because the vendor (and its associated entities) has not, for any reason, procured registration of the Plan of Subdivision by the Registration date.
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- 5.3. The purchaser acknowledges that the vendor (and its associated entities) is under no obligation to the purchaser (and its associated entities or successor in title of the purchaser) to enforce covenants given by purchasers and occupants of lots within Phalaris Park Estate in favour of the vendor (and its associated entities).
- 5.4. This special condition does not merge on settlement.

6. PLANNING, RESTRICTIONS, PERMITS AND APPROVALS

- 6.1. The Land is sold subject to:
 - 6.1.1. any restriction as to use or development under any order, scheme, regulation, by-law, permit or approval, made issued or imposed by any Responsible Authority (including the restrictions contained in the Permit);
 - 6.1.2. any development deed or agreement made between the vendor and any Responsible Authority. Without limiting this special condition, the vendor discloses and the purchaser acknowledges that the vendor may be required by a Responsible Authority to enter into a Section 173 Agreement in relation to any matter referred to in the Permit including vegetation protection and removal and the vendor may determine the terms of such agreement at its absolute discretion. The purchaser acknowledges that such an agreement will bind the purchaser;
 - 6.1.3. all registered and implied easements existing over or upon or affecting the Land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the Land;
 - 6.1.4. the Permit;
 - 6.1.5. the removal or requirement by the Responsible Authority to retain vegetation on the Land or the Land Being Developed in accordance with the Development Plan;
 - 6.1.6. street crossover being in the location identified in the Development Plan or such other location as required by the Responsible Authority;
 - 6.1.7. any restriction on use or development under any planning schemes affecting the Land, and no such restriction will constitute a defect in the vendor's title or affect the validity of this contract and the purchaser cannot make any Claim against the vendor in respect of compliance or non-compliance with any such restriction.
- 6.2. Any breach or non-compliance with the planning scheme does not constitute a defect in title and the purchaser cannot exercise any Restricted Right in respect of compliance or non-compliance with any such restriction.
- 6.3. Without limiting the vendor's rights and the purchaser's obligations under special condition 6.1, the purchaser must not object or be involved in any way (whether directly or indirectly) in any objection or opposition to any Application by the vendor in relation to the Land Being Developed and the purchaser shall not make any requisition nor be entitled to any compensation from the vendor in respect of any such Application.

7. IDENTITY OF LAND

- 7.1. Without limiting general condition 3, the purchaser cannot exercise any Restricted Right in respect of:
 - 7.1.1. any deficiency in area, measurements, boundaries, occupation, title starting point or otherwise of the Land or the Land Being Developed;
 - 7.1.2. any minor variations or discrepancy between on the one hand the Land or the Land Being Developed as described in this contract or as inspected by the purchaser and on the other hand the Land as shown on the Plan of Subdivision when it is certified and registered;
 - 7.1.3. any alterations, variations or changes made to the Plan of Subdivision pursuant to special condition 11.4 or otherwise;
 - 7.1.4. any renumbering of any lot on the Plan of Subdivision;
 - 7.1.5. the renumbering of the Plan of Subdivision;
-

- 7.1.6. the division of the Plan of Subdivision into two or more plans of subdivision (in which case the reference to "Plan of Subdivision" in special condition 11 is a reference to such plan(s) of subdivision in which the Land is contained); and
- 7.1.7. the consolidation of the Land into one title, if in the Plan of Subdivision the Land is contemplated as being in more than one title.
- 7.2. The vendor gives no warranty and makes no representation as to the fitness of the Land for the construction thereon of any particular style, type or model of dwelling in respect of which the purchaser must satisfy himself. Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the vendor and the vendor will not be bound by it and the purchaser must not rely upon any such representation and or advice.

8. ENVIRONMENTAL MATTERS

- 8.1. The purchaser acknowledges and agrees with the vendor that it purchases the Land subject to any Substance (whether arising before or after the day of sale).
- 8.2. The purchaser:
 - 8.2.1. purchases the Land subject to this special condition and must not exercise any Restricted Right because of any matter, thing or liability arising from or referred to in this special condition; and
 - 8.2.2. acknowledges that neither the vendor nor its representatives have made any representations or warranties as to the matters referred to in this special condition or the state of the Land or the fitness of the Land for any lawful purpose and does not rely in any way on the vendor to provide to the purchaser any further information.
- 8.3. The purchaser:
 - 8.3.1. indemnifies and must keep indemnified the vendor:
 - 8.3.1.1. from all Claims which may be brought against the vendor or the purchaser in respect of any injury, illness or death arising from the use of the Land or soil from the Land; and
 - 8.3.1.2. against any liability which the vendor may incur either directly or indirectly in relation to any matters referred to in this special condition; and
 - 8.3.2. forever releases and discharges the vendor to the full extent permitted by law from all Claims resulting from any Substance.
- 8.4. The purchaser agrees and declares that the vendor will have no obligation whatsoever in respect of any Substance and that all obligations in respect of any Substance, whether arising before or after settlement, are and will be the purchaser's responsibility.
- 8.5. Any reference to "vendor" in this special condition includes the vendor named in the particulars of sale, its directors, officers, agents and employees.
- 8.6. This special condition will not merge with settlement.

9. DEPOSIT

- 9.1. The deposit is to be paid to the vendor's agent or vendor's solicitors to be held in trust for the purchaser.
- 9.2. On completion or the ending of this contract the party entitled to the deposit is also entitled to all accrued interest (less charges and fees incurred in investing and withdrawing the deposit).
- 9.3. The vendor and purchaser authorise the vendor's solicitors to invest the deposit in an interest bearing account and agree that if the deposit is invested in a special purpose banking account any interest which accrues on the deposit money will be paid to the party entitled to the deposit on the date on which the deposit money is released to that party and any tax credit will belong to whichever party is entitled to receive the interest on the deposit. For the purposes of this special condition the expression 'interest' is deemed to mean all interest accrued in respect of the special purpose banking account referred to in this contract less all stamp and other duties payable in respect of such account and any tax deducted from such account because of failure to supply any relevant tax file number.
- 9.4. The vendor and the purchaser will do all things and will execute or sign all forms and other documents necessary to enable the vendor's agent or solicitor to open the special purpose banking

account and to withdraw the said deposit and accrued interest on the date on which the deposit money is to be released and generally to give effect to the terms of this contract including, without prejudice to the generality of the foregoing, supplying any relevant tax file number or numbers.

- 9.5. The vendor's solicitor will not be responsible in any way for any loss occasioned by the investment of the deposit and the party entitled to the deposit on the completion or termination of this contract (whichever in fact occurs) bears the risk of the loss of the deposit.
- 9.6. For the avoidance of doubt nothing contained in this special condition imposes an obligation on the vendor or the vendor's solicitor to invest the deposit in an interest bearing account.

10. PAYMENT OF DEPOSIT BY BANK GUARANTEE

- 10.1. The purchaser may only pay the deposit (or any part of the deposit) by Bank Guarantee with the prior written approval of the vendor and where the Particulars of Sale indicate that the deposit is payable by "Bank Guarantee".
- 10.2. The delivery of the original Bank Guarantee to the legal practitioner for the vendor no later than the time the deposit is required to be paid under this contract will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed to be payment of the deposit in accordance with this contract upon written confirmation by the vendor to the purchaser that the Bank Guarantee as delivered is acceptable to the vendor.
- 10.3. If the Bank Guarantee is not delivered to the legal practitioner for the vendor and accepted by the vendor in accordance with special condition 10.2, the purchaser is deemed to be in breach of a fundamental term of this contract.
- 10.4. The vendor may make immediate demand under the Bank Guarantee in such circumstances where the vendor would be entitled to the deposit on the basis of the purchaser's default under this contract.
- 10.5. In addition to the balance of the price due under this contract, the purchaser must pay the amount stipulated in the Bank Guarantee at Settlement.
- 10.6. If the purchaser fails to comply with special condition 10.5, then without prejudice to the vendor's other rights:
 - 10.6.1. The vendor is not obliged to complete this contract until the purchaser complies with special condition 10.5; and
 - 10.6.2. The purchaser must pay interest under General Condition 26 on the balance for the period from the date for payment of the balance until this contract is completed.
- 10.7. The acceptance of the Bank Guarantee by the vendor or any amount paid by the Issuer pursuant to the terms of the Bank Guarantee does not prejudice the rights of the vendor to any other remedy.
- 10.8. If at any time prior to Settlement the vendor notifies the purchaser that in the vendor's opinion the expiry date of the Bank Guarantee is a period of less than 30 days later than Settlement as specified in the contract or otherwise as agreed or varied in writing (**Notification**), the purchaser shall upon receipt of the Notification be deemed to be in default of the deposit requirements of this contract and subject to all remedies available under this contract or otherwise notwithstanding the currency of the Bank Guarantee at the time of the Notification.

11. PLAN OF SUBDIVISION

- 11.1. The Land is a lot or lots on the Plan of Subdivision which at the date of this contract has not been registered.
- 11.2. If the Plan of Subdivision is not registered by the Registration Date, the vendor or the purchaser may at any time after the Registration Date but before the Plan of Subdivision is registered, terminate this contract by notice in writing to the other party provided that the purchaser cannot exercise this right whilst it is in default under this contract. If the contract is so terminated the deposit will be refunded to the purchaser and neither party has any Claim against the other arising from or out of the termination of the contract or the failure of the vendor to procure registration of the Plan of Subdivision.
- 11.3. Where, at the day of sale, the Plan of Subdivision:
 - 11.3.1. is a staged subdivision, the vendor may vary the Plan of Subdivision so that it is not a staged subdivision; or

- 11.3.2. is not a staged subdivision, the vendor may vary the Plan of Subdivision to cause it to be a staged subdivision.

In this special condition, "staged subdivision" has the meaning given to that term in section 37 of the Subdivision Act 1988.

- 11.4. Subject to sections 9AC, 9AH and 10 of the Sale of Land Act, the vendor reserves the right to make any alterations to the Plan of Subdivision including:

- 11.4.1. any alteration necessary to comply with the requirements of the Permit;
11.4.2. the number, size or location of any lot on the Plan of Subdivision; and
11.4.3. any easements necessary to comply with the requirements of a Responsible Authority or amenity of the Phalaris Park Estate,

provided that:

- 11.4.4. if the area of a lot is reduced by not more than 5%, the purchase price will be reduced by an amount calculated as:

$$\frac{\$Price}{Lot\ size\ (m^2)} \times Area\ lost\ (m^2)$$

- 11.4.5. if the area of the lot dedicated as an easement is increased, the purchase price will be reduced by an amount calculated as:

$$\left(\frac{\$Price}{Lot\ size\ (m^2)} \times 0.25 \right) \times additional\ easement\ area\ (m^2);$$

- 11.4.6. if the area of a lot is reduced by more than 5% or any point on a lot boundary is moved more than 10 metres, the purchaser may end this contract in the manner set out in special condition 11.2 (with such changes as may be necessary).

- 11.5. For the avoidance of doubt, the vendor's right to vary the Plan of Subdivision includes:

- 11.5.1. any renumbering of any lot on the Plan of Subdivision;
11.5.2. the interposing of any plan of subdivision of the Land Being Developed prior to the Plan of Subdivision;
11.5.3. the renumbering of the Plan of Subdivision;
11.5.4. the division of the Plan of Subdivision into two or more plans of subdivision (in which case the reference to "Plan of Subdivision" in this special condition 11 is a reference to such plan(s) of subdivision in which the Land is contained); and
11.5.5. the consolidation of the Land into one title, if in the Plan of Subdivision attached to the Section 32 Statement the Land is contemplated as being in more than one title.

- 11.6. If the vendor considers it necessary or desirable for a Responsible Authority or the vendor to:

- 11.6.1. create easements, restrictions on use or positive covenants;
11.6.2. enter into leases, agreements or arrangements including, without limitation an agreement in relation to:
11.6.3. grant rights or privileges; or
11.6.4. dedicate land,

the purchaser will not object, make any Claim, delay completion of or rescind or terminate this contract in relation to any creation, entering into, grant or dedication.

- 11.7. Section 10(1) of the Sale of Land Act does not apply to the final location of any easement shown on the Plan of Subdivision.

- 11.8. Works affecting the natural surface of the Land and any adjoining land may be required to be carried out and if so the vendor will provide detailed engineering plans to the purchaser as soon as they are finalised. The purchaser acknowledges to have received the engineering plan annexed to the Section 32 statement (if any) and agrees that it cannot exercise any Restricted Right in respect of such works or ground filling.

- 11.9. The purchaser buys the Land subject to all filling, raising, levelling and packing and, for the avoidance of doubt, acknowledges and agrees that the vendor may determine and carry out such

filling, raising, levelling and packing as the vendor determines necessary or desirable, in the vendor's absolute discretion.

- 11.10. The vendor will provide to the purchaser a copy of any certificate it receives from its contractors relating to the compaction of any fill placed on the Land.
- 11.11. The vendor may at any time end this contract by written notice to the purchaser if:
 - 11.11.1. a Responsible Authority refuses to certify the Plan of Subdivision or imposes obligations upon the vendor which the vendor considers are too onerous;
 - 11.11.2. the vendor or its related entities have been unable to procure, or unable to procure on terms acceptable to the vendor (at the vendor's absolute discretion), funding for completion of the Plan of Subdivision or works relating to it; or
 - 11.11.3. the Registrar of Titles refuses to register the Plan of Subdivision or imposes obligations upon the vendor which the vendor considers are too onerous

in which case the deposit must be refunded to the purchaser and neither party will have any Claim against the other arising from or out of the termination of the contract.

12. ACCESS RIGHTS FOR CONSTRUCTION

- 12.1. The purchaser acknowledges that:
 - 12.1.1. the Land is part of the Land Being Developed on which surveying, engineering and construction works are being, and may still be after settlement, carried out; and
 - 12.1.2. the vendor, its employees, contractors, consultants and other invitees may need access to the Land for carrying out surveying, engineering and construction of works on lots adjoining the Land.
- 12.2. The purchaser will allow the vendor, its employees and contractors consultants and other invitees an irrevocable right of access to the Land after settlement for carrying out surveying, engineering and construction works on lots adjoining the Land on the condition that:
 - 12.2.1. the access rights only be exercised where it is impracticable, in the opinion of the vendor acting reasonably, for surveying, engineering and construction works to be carried out without obtaining such access and then only to the extent necessary;
 - 12.2.2. the vendor ensures that as little damage is done to the Land and disturbance to its occupants as is practicable having regard to the nature of the surveying, engineering and construction works and, where there is damage to the Land, it be made good as soon as practicable at the vendor's expense; and
 - 12.2.3. the access rights for carrying out the surveying, engineering and construction works on an adjoining lot will lapse in relation to that adjoining lot once surveying, engineering and construction works on that adjoining lot are completed.
- 12.3. Notwithstanding special condition 1.6, the right of access under this special condition ends when the purchaser (or successor) commences construction of a dwelling on the Land.
- 12.4. If at any time the purchaser sells the Land, the purchaser will ensure that its successor in title enters into a deed with the vendor conferring upon the vendor the rights as set out in this special condition.

13. UTILITIES

- 13.1. The vendor will provide a point of supply for connection to a utility provider's distribution system for the Utilities.
- 13.2. The purchaser acknowledges that the Utilities may be laid outside the boundary of the Land and it will be the responsibility of the purchaser to connect those Utilities to the Land, including payment of any connection fee and the cost of installing any meter.

14. RESTRICTIVE COVENANT

- 14.1. Subject to special condition 14.2, the transfer of land document required by general condition 6 must be the form of electronic instrument for transfer of land approved by the Registrar under the *Transfer of Land Act 1958* (Vic) with the "Covenant MCP reference" completed with "MCPAA4124" or such other reference as advised by the vendor.

- 14.2. Special condition 14.1 will not apply if the vendor advises the purchaser in writing that the Restrictions will be included in the Plan of Subdivision.
- 14.3. The purchaser:
- 14.3.1. acknowledges the property is subject to the provisions of the Restrictions which, when the Plan of Subdivision is registered, will be run with the Land, and appear on the Plan of Subdivision;
 - 14.3.2. acknowledges that as at the day of sale, the Restrictions may not have been entered into, granted or finalised. The purchaser must accept and observe any amendment to the Restrictions;
 - 14.3.3. must not do anything or allow anything to be done on the Land before registration of the Plan of Subdivision which would not be allowed under any Restrictions which will be created upon registration of the Plan of Subdivision; and
 - 14.3.4. must not do anything or allow anything to be done on the Land before taking or procuring a transfer of the land, which would be a breach of the terms of the Restrictions.
- 14.4. The purchaser cannot exercise any Restricted Right based on any matter arising in relation to the Restrictions.

15. NO PURCHASER'S CAVEAT

- 15.1. The purchaser agrees as an essential term of this contract not to lodge at the Land Registry a caveat over the title to the Land or the Land Being Developed until after the Plan of Subdivision has been registered and indemnifies and shall keep indemnified the vendor in respect of any loss to the vendor because of any such caveat being lodged by or on behalf of the purchaser unless the vendor are in breach of this contract.
- 15.2. The purchaser irrevocably appoints the vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the purchaser in breach of special condition 15.1.

16. OUTGOINGS - LAND NOT SEPARATELY ASSESSED

- 16.1. General Condition 15 is to be read to include:
- 16.1.1. If the lot or lots sold under this contract are not separately assessed for any rates, taxes, assessments or other periodic outgoings, then for the purpose of apportionment, the rate for adjustment will be the proportion of the rate assessed against the parcel of land of which the lot forms part ('the land assessed') as the area of the lot bears to the total area of the land assessed. For the purposes of this special condition, the land assessed will be deemed to be all the land in the land assessed excluding areas which are set aside as a reserve or as public open space.
 - 16.1.2. It is agreed that adjustment of rates, charges and like periodic outgoings at settlement is made on the basis that the purchaser accepts responsibility for all supplementary rates, charges and like outgoings accruing following the settlement date.
 - 16.1.3. The purchaser accepts that the vendor is not required to pay in advance of the final date for payment, any land tax or rate assessment (even if it constitutes a charge on the property) and must prepare its statement of adjustments and settle on the basis of the vendor undertaking to meet the amount of its land tax liability and any rate assessment when due for payment to the relevant authority.
- 16.2. If settlement was due to take place on or prior to 31 December in a calendar year and as a consequence of any delay in Settlement caused or contributed to by the purchaser, the date on which settlement takes place is in a later calendar year, the purchaser will be liable for the whole of the vendor's land tax liability (on a proportionate basis) for the Land for:
- 16.2.1. the period between the date on which Settlement was due under this contract and the date on which Settlement in fact takes place; and
 - 16.2.2. the calendar year in which Settlement takes place
- and must be adjusted in the vendor's favour at settlement.
- 16.3. If, at Settlement, the assessment for any outgoings has not been issued to or received by the vendor:
- 16.3.1. the vendor may make a reasonable estimate of those outgoings and any adjustment must be made based on that estimate; or

- 16.3.2. the vendor may determine the reasonable basis for adjustment (which may include that there is no adjustment made)

in which case the parties must adjust or readjust those outgoings (as the case may be) upon receipt of the assessment by the vendor.

17. PURCHASER'S DEFAULT

- 17.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
- 17.1.1. an order is made or a resolution is passed for the winding up of the purchaser;
 - 17.1.2. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 17.1.3. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
 - 17.1.4. execution is levied against the purchaser, and is not satisfied within thirty (30) days;
 - 17.1.5. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser; or
 - 17.1.6. a Guarantor who is a natural person:
 - 17.1.6.1. becomes bankrupt,
 - 17.1.6.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966,
 - 17.1.6.3. makes an assignment for the benefit of their creditors; or
 - 17.1.6.4. enters into a composition or arrangement with their creditors.
- 17.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
- 17.2.1. the remedy by the purchaser of the relevant default;
 - 17.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor because of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the Land, calculated from Settlement; and
 - 17.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

18. GST WITHHOLDING

- 18.1. Words and expressions defined or used in the Withholding Legislation or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 18.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 18.3. Without limiting special condition 18.2, the vendor may issue a notice in accordance with section 14-255 even if the words "GST Withholding applies" do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).
- 18.4. If the purchaser:
- 18.4.1. is registered (within the meaning of the GST Act); and
 - 18.4.2. acquires the land sold pursuant to this contract for a *creditable purpose,
- the purchaser:
- 18.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is acquiring the land sold pursuant to this contract for a creditable purpose; and

- 18.4.4. warrants that the information contained in the notice referred to in special condition 18.4.3 is true and correct (and the warranty given in this special condition is given by the purchaser on date of the notice and on each day thereafter until and including the day of settlement and payment of the price and any GST to the vendor).
- 18.5. If the purchaser is required to withhold an Amount, the purchaser must provide to the vendor:
- 18.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
- 18.5.2. except where the purchaser has complied with special condition 18.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 18.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 18.7. Without limiting special conditions 18.2 to 18.5 (inclusive) a party must provide the other party with such information as the other party requires to:
- 18.7.1. decide if an Amount is required to be paid or the quantum of it,
- 18.7.2. comply with the vendor's notice obligation to pay the *Amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
- 18.7.3. comply with the purchaser's obligations under section 14-255.
- 18.8. If the purchaser is required to withhold an Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 18.9. If the purchaser is required to withhold an Amount and special condition 18.8 does not apply:
- 18.9.1. the purchaser must provide a bank cheque at settlement for the Amount payable to "Commissioner of Taxation" (or made out to such other party as the Withholding Legislation requires), for payment in accordance with special condition 18.9.2 or 18.9.3;
- 18.9.2. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide the bank cheque referred to in special condition 18.9.1 to the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the Withholding Legislation;
- 18.9.3. where the vendor has not issued a written request in accordance with special condition 18.9.2, the purchaser must:
- 18.9.3.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;
- 18.9.3.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the Amount in a manner and at the time required by the Withholding Legislation;
- 18.9.3.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;
- 18.9.3.4. pay the Amount in a manner and at the time required by the Withholding Legislation; and
- 18.9.3.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the Amount to the Commissioner of Taxation within 3 days of making such payment.
- 18.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.
- 18.11. An Amount withheld and paid in accordance with special condition 18.9 is taken to have been paid to the vendor.
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- 18.12. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the Amount (except where the penalty or interest arises due to the vendor's breach of special condition 18.9.2).
- 18.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.
- 18.14. This special condition will not merge on settlement.

19. GUARANTEE

- 19.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation immediately upon execution of this contract.
- 19.2. If the purchaser fails to have the guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 19.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 19.1 with respect to that director.
- 19.4. In this special condition, "purchaser" includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser.

20. FOREIGN INVESTMENT REVIEW BOARD

- 20.1. The purchaser warrants to the vendor that:
 - 20.1.1. the purchaser has not breached section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) in entering into this contract; and
 - 20.1.2. the Purchaser has obtained
 - 20.1.2.1. any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth); and
 - 20.1.2.2. any other approval required from any authority under any other law to enter into this contract.
- 20.2. If any warranty in special condition 20.1 is untrue in any way:
 - 20.2.1. the purchaser will be in default under this contract; and
 - 20.2.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor because of the vendor having relied on the warranty; and
 - 20.2.3. the warranties and indemnities contained in this special condition do not merge upon Settlement.
- 20.3. This warranty and indemnity shall not merge upon Settlement.

21. RELEASE OF SECURITY INTEREST

- 21.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (Act) applies.
 - 21.2. Subject to special condition 21.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;
 - 21.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the property from the security interest; or
 - 21.2.2. a written document from the holder of the security interest stating that the property is not subject to the security interest.
 - 21.3. The vendor is not obliged to comply with special condition 21.2 if;
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- 21.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;
- 21.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
- 21.3.3. the purchaser will take the property free of security interest by operation of Part 2.5 of the Act.

22. DUTIES ONLINE

- 22.1. The vendor must procure that the vendor's legal practitioner initiates the Duties Form and invites the purchaser or the purchaser's representative to complete the Online Duties Form no later than 5 business days prior to the settlement date.
- 22.2. The purchaser must procure that the purchaser's representative has completed the Online Duties Form to the vendor's satisfaction so that the Online Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 22.3. If the purchaser has not completed the Online Duties Form as required by special condition 22.2:
 - 22.3.1. the vendor is not obliged to complete this contract;
 - 22.3.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 22.3.3. the purchaser must pay interest from the settlement date, until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 22.4. If the purchaser requests that the vendor amend the Online Duties Form submitted by the vendor, in the absence of manifest error:
 - 22.4.1. the vendor is not required to comply with the purchaser's request; and
 - 22.4.2. if, notwithstanding special condition 22.4.1, the vendor agrees to amend the Online Duties Form, the purchaser must pay the vendor's agreed legal costs of \$330.00 (inclusive of GST) for each time the form is amended at the request of the purchaser (such amount to be paid to the vendor at the same time and in the same manner as the balance of the price).
- 22.5. Notwithstanding anything contained in this contract, the vendor does not make any warranty or representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all stamp duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.
- 22.6. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

23. ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 23 applies, if the box is marked "EC"

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- 23.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 23.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 9 ceases to apply from when such a notice is given.
- 23.3. Each party must:
 - 23.3.1. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 23.3.2. ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - 23.3.3. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

- 23.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 23.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 23.6. Settlement occurs when the workspace records that:
- 23.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 23.6.2. 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.
- 23.7. The parties must do everything reasonably necessary to effect settlement:
- 23.7.1. electronically on the next business day, or
 - 23.7.2. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 23.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 23.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 23.9. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1. 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.
- 24.2. 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 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3. 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 not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4. 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.
- 24.5. The purchaser must:
- 24.5.1. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - 24.5.2. ensure that the representative does so.
- 24.6. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- 24.6.1. 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;
 - 24.6.2. promptly provide the vendor with proof of payment; and
 - 24.6.3. otherwise comply, or ensure compliance with, this special condition;
- despite:
- 24.6.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 24.6.5. any other provision in this contract to the contrary.
- 24.7. The representative is taken to have complied with the obligations in special condition 24.6 if:

- 24.7.1. 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
- 24.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8. 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.
- 24.9. 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.
- 24.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1. Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 25.2. This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 25.3. The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.4. The purchaser must:
 - 25.4.1. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - 25.4.2. ensure that the representative does so.
- 25.5. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - 25.5.1. 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 on settlement of the sale of the property;
 - 25.5.2. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - 25.5.3. otherwise comply, or ensure compliance, with this special condition; despite:
 - 25.5.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 25.5.5. any other provision in this contract to the contrary.
- 25.6. The representative is taken to have complied with the requirements of special condition 25.5 if:
 - 25.6.1. 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
 - 25.6.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.7. The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- 25.7.1. so agreed by the vendor in writing; and
 - 25.7.2. the settlement is not conducted through an electronic settlement system described in special condition 25.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 25.7, the vendor must:
- 25.7.3. immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 25.7.4. give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.8. The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 25.9. A party must provide the other party with such information as the other party requires to:
- 25.9.1. decide if an amount is required to be paid or the quantum of it,
 - 25.9.2. comply with the vendor's notice obligation to pay the amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
 - 25.9.3. comply with the purchaser's obligations under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.10. The vendor warrants that:
- 25.10.1. at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - 25.10.2. the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.11. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- 25.11.1. the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 25.10; or
 - 25.11.2. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 25.12. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 25.13. This special condition will not merge on settlement.

26. FENCING

- 26.1. The purchaser agrees they will not call upon the vendor to pay for or contribute to the cost of the construction of fences whether or not notices to fence have been served on the vendor on or before the day of sale. Whilst the vendor is the owner of any land adjacent or contiguous to the land being purchased by the purchaser, the purchaser agrees for themselves and their successors in title not to 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 land sold under this contract or issue to the vendor any notice under the *Fences Act*. The purchaser warrants that they will notify their successors in title or transferees that the vendor is not obliged to pay for or contribute to the costs of a fence or fences and the purchaser indemnifies the vendor in relation to any such claim.

- 26.2. Where the vendor is required for any reason, including as a term or condition of any planning permit issued in respect of the development of the land being purchased to construct a fence, and the vendor does so at any time, including before the day of settlement on this sale, the purchaser must contribute one half of the cost of construction of the fences on the land, whether or not notices to fence have been served on the purchaser.
- 26.3. This special condition is only for the benefit of a lot on which a reserve for power supply purposes is located on land that would otherwise have formed part of the lot. At the date of this contract the only affected lot on the Plan of Subdivision is lot 605. The vendor will erect at its cost a screening fence around the reserve subject to the following conditions:
- 26.3.1. The fencing material is at the vendors' absolute discretion.
 - 26.3.2. Compliance with this special condition is subject to any restriction or prohibition imposed by the electricity supplier.
 - 26.3.3. Settlement is not conditional on construction of the fence and the purchaser is not entitled to delay settlement or make any Claim if the fence is not constructed by settlement.
 - 26.3.4. Unless the purchaser requests a later date, the vendor must complete construction of the fence within 12 months of settlement.
- 26.4. The obligations imposed by this special condition 26 survive settlement.

27. CONSENT REQUIRED TO SELL

- 27.1. Until the last to occur of:
- 27.1.1. completion of settlement under this contract; and
 - 27.1.2. the vendor ceasing to be the registered proprietor of any part of the Land Being Developed,
- the purchaser must not:
- 27.1.3. erect any signage on the property advertising it for sale; or
 - 27.1.4. sell or transfer or intend to enter into a contract for the sale or transfer, of the property to another person (**Subsequent Purchaser**),
- without the vendor's prior written consent, which the vendor may withhold in its absolute discretion.
- 27.2. If the vendor consents under special condition 27.1 the purchaser must ensure:
- 27.2.1. the contract or agreement with the Subsequent Purchaser is conditional upon the Subsequent Purchaser obtaining the vendor's consent to the sale or transfer and the Subsequent Purchaser executing the deed described in special condition 27.2.2;
 - 27.2.2. the Subsequent Purchaser covenanting by deed in favour of the vendor to be bound by the purchaser's acknowledgements and obligations pursuant to the Continuing Conditions in a form reasonably required by the vendor; and
 - 27.2.3. at the same time as requesting the vendor's consent, pay the vendor's reasonable administrative and legal costs in relation to considering the request for consent, which are agreed to be \$550.00 (inclusive of GST).
- 27.3. The purchaser indemnifies the vendor against all claims or loss incurred by the vendor arising from the purchaser's failure to comply with this special condition.
- 27.4. This special condition does not merge on settlement or registration of the transfer of land
- Note: Special condition 27.1.4 does not extend to nomination of a substituted or additional purchaser under general condition 18 (as amended by special condition 3.3)

28. OPTICAL FIBRE

- 28.1. The vendor may install underground conduits and pits suitable for the installation of optical fibre cabling to the boundary of the Land.
- 28.2. The vendor does not warrant or represent that optical fibre cabling (of any type, quality or specification) will be available for the property at any particular time or at all.
- 28.3. The purchaser acknowledges that:
- 28.3.1. the availability, type, quality and specification of optical fibre cabling to the Land will be dependent on numerous issues, including the provision of relevant agreements, services and equipment by the relevant Authority and the vendor's determination (in the vendor's absolute discretion) to install or not install underground conduits and pits suitable for the installation of optical fibre cabling to the boundary of the Land; and

- 28.3.2. if the vendor installs underground conduits and pits suitable for the installation of optical fibre cabling to the boundary of the Land, the vendor will determine (in the vendor's absolute discretion) the type, quality or specification of such underground conduits and pits.
- 28.4. The purchaser must not exercise any Restricted Right because of any matter referred to in this special condition or the exercise of the vendor's discretion in accordance with this special condition.
- 28.5. Without limiting this special condition, the vendor discloses and the purchaser acknowledges that any failure to comply with the NBN Co. Preparation and Installation Guide may prevent connection to the Network Infrastructure, or may require the purchaser to incur additional costs in order to connect to the Network Infrastructure.
- 28.6. The purchaser agrees and warrants to the vendor that the purchaser will satisfy the requirements of the NBN Co. Preparation and Installation Guide in relation to the Land.
- 28.7. The purchaser indemnifies the vendor against any Claim the vendor may suffer arising directly or indirectly from the purchaser's breach of its obligations under this special condition.
- 28.8. The purchaser consents and authorises the vendor to provide NBN Co with the purchaser's details for the purpose of enabling NBN Co to contact the purchaser regarding connection of the property to the Network Infrastructure.
- 28.9. This condition will not merge upon settlement.
- 28.10. In this special condition:
- 28.10.1. **NBN Co** means NBN Co Limited ABN 86 136 533 741;
- 28.10.2. **NBN Co. Preparation and Installation Guide** means 'NBN Co. Preparation and Installation Guide for SDU's and MDU's', or such other specifications governing the building requirements for connection of a property to the Network Infrastructure as provided by NBN Co or as otherwise available on NBN Co's website as published on NBN Co's website (which is currently www.nbnco.com.au); and
- 28.10.3. **Network Infrastructure** means the physical infrastructure of the high speed broadband fibre optic network to the Land, including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing, active and passive equipment and distribution infrastructure.

29. PRIVACY

- 29.1. Each party consents to the other party (and their legal practitioner or conveyancer named in this contract of sale) collecting, storing and disclosing any information. This consent is limited to the information only being used to process and complete this transaction, and any contemporaneous finance transaction by either party in respect of the property.
- 29.2. The disclosure may only be made to the extent necessary to conduct those transactions, and to necessary persons such as the other party, the other party's legal practitioner or conveyancer, the Commissioner, Property Exchange Australia Ltd or any other electronic conveyancing network operator agreed by the parties; regulatory, taxing, registration and municipal authorities, utility and service providers, the property's owners corporation, the estate agent for the transaction, and the parties respective financiers and their necessary agents such as land valuers. The identity and contact details of the information recipients are described in this contract and associated transaction documents, can be provided by the parties' legal practitioners or conveyancers, or may be located by internet searches.
- 29.3. Recipients collecting the information under legislative authority limit the use of the information to those legislative purposes, but those purposes may include maintaining publicly searchable registers and indexes. The legislative authority for those recipients includes *the Income Tax Assessment Act 1997 (Cth)*, *Taxation Administration Act 1953 (Cth)*, *Electronic Conveyancing National Law*, *Transfer of Land Act 1958*, *Duties Act 2000*, *Local Government Act 1989*, *Owners Corporation Act 2006* and legislation governing utilities and services and any relevant owners corporation. Some or all of those recipients are required to disclose the information to other entities, bodies or persons by law or to provide the utilities and services or to fulfil their purposes.
- 29.4. The failure to provide required information may result in the transaction not proceeding. The transaction not proceeding may result in the party responsible being liable for damages and contractual and other consequential liabilities.
- 29.5. All or some of the entities, bodies and persons that collect the information are required to have a privacy policy. Their privacy policies provide how an individual:
- 29.5.1. may access the individual's personal information held by the entity;
- 29.5.2. seek correction of such information;
- may complain about a breach of the Australian Privacy Principal or registered code; and whether the entity is likely to disclose the personal information to overseas recipients. The privacy policy will identify

the countries in which the recipient of the personal information is located if it is practicable to do so or otherwise make the individual aware of them.

30. DEPOSIT BOND

- 30.1. In this special condition:
 - 30.1.1. "issuer" means an entity regulated by the Australian Prudential Regulatory Authority; and
 - 30.1.2. "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- 30.2. The purchaser may deliver a deposit bond to the vendor's estate agent or legal practitioner within 7 days after the day of sale.
- 30.3. The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 30.4. Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner on or before the first to occur of:
 - 30.4.1. settlement
 - 30.4.2. the date that is 30 days before the deposit bond expires; and
 - 30.4.3. any earlier date on which:
 - 30.4.3.1. the vendor ends this contract for breach or the contract is repudiated by the purchaser; and
 - 30.4.3.2. the deposit bond becomes ineffective.
- 30.5. The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. In that case, the amount paid by the issuer satisfies the obligations under special condition 30.4 to the extent of the payment.
- 30.6. Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 30.5.
- 30.7. This special condition is subject to general condition 11.2.

CONTRACT OF SALE OF REAL ESTATE, GENERAL CONDITIONS

Part 2 being form 2 prescribed by the former **Estate Agents (Contracts) Regulations 2008**

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former **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, 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 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 good 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 Property 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 –

- (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 purchaser, 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.

GUARANTEE AND INDEMNITY

TO: PH LAND PTY LTD ACN 604 407 678

LAND: LOT **MATTHEWS ROAD/MINNAUNS ROAD/SHEVRY CROSS WAY LOVELY BANKS, VICTORIA, 3213**

We, _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against any loss of purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the

_____ day of _____

SIGNED SEALED AND DELIVERED by the said

in the presence of:

Witness

SIGNED SEALED AND DELIVERED by the said

in the presence of:

Witness

STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

LOT

MATTHEWS ROAD, LOVELY BANKS, VICTORIA, 3213

**+ Vendor's
name**

PH Land Pty Ltd ACN 604 407 678

Date

19/12/2018

**+ Vendor's
signature**



**+ Purchaser's
name**

Date

/ /

**+ Purchaser's
signature**

1. FINANCIAL MATTERS

- 1.1. Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them):**
Are estimated not to exceed \$3,000.00

2. LAND USE

2.1. Easements, covenants or other similar restrictions

Full particulars of any easement, covenant, or other similar restriction (including any caveat) affecting the property (registered or unregistered) are set out in the attached copy of title documents.

To the best of the vendor's knowledge, there is no failure to comply with the terms of any easements, covenant or other similar restriction affecting the property.

2.2. Planning Scheme

The required specified information as follows:

Name of planning scheme

Greater Geelong Planning Scheme

Name of responsible authority

City of Greater Geelong

Zoning of the land

General Residential Zone Schedule 1

Name of planning overlay

None

2.3. Designated Bushfire Prone Area

The land is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

2.4. Road Access

There is access to the property by road.

3. SERVICES

As at the date of this statement, the following services marked with an 'X' are NOT connected to the land:

Service

Electricity	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>
Water	<input checked="" type="checkbox"/>
Sewerage	<input checked="" type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>

4. NOTICES

4.1. Notice, order, declaration, report or recommendation

There are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal directly and currently affecting the land of which the vendor might reasonably be expected to have knowledge, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

4.2. Agricultural Chemicals

To the best of the vendor's knowledge there are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3. Compulsory Acquisition

The vendor has not been served with any notices of intention to acquire land under section 6 of the *Land Acquisition and Compensation Act 1986*.

5. BUILDING PERMITS WHERE THERE IS A RESIDENCE ON THE LAND

To the best of the vendor's knowledge, there have been no building permits issued under the *Building Act 1993* in the preceding 7 years in relation to a building on the land.

6. SUBDIVISION

6.1. Unregistered Subdivision

Attached is a copy of the latest version of the unregistered plan which has not yet been certified.

7. TITLE DOCUMENTS

Attached are copies of the following documents concerning the title:

- Certificate of Title Volume 11216 Folio 596
- Plan No. PS543278X
- Transfer of Land – PJ Phelan & MM Phelan to PH Land Pty Ltd re: 11216/596
- Proposed Plan of Subdivision PS809816R (Stage 8)
- Proposed Plan of Subdivision PS7040227S (Stage 6)

8. DUE DILIGENCE

The due diligence checklist prescribed by the *Sale of Land Act 1962* is attached to this vendor statement as a matter of convenience.

9. ATTACHMENTS

- 9.1 Documents detailing proposed works affecting the natural surface level of the land in the lot or any land abutting the lot in PS740227S which at the date of contract are proposed to be carried out:
 - 9.1.1 Drawing or plans identified as "Phalaris Park Estate Stage 6" prepared by TGM Ref 004108-206;
 - 9.1.2 Drawing of plan identified as "Fill Works Layout Plan" prepared by TGM Ref 004108-206;
 - 9.1.3 Letter to vendor's solicitor from TGM Group Pty Ltd dated 29 November, 2018.
- 9.2 Planning Permit 1123/2004/A.
- 9.3 Memorandum of Common Provisions AA 4124 (Restrictive Covenants)

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.

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

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

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

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

Soil and groundwater contamination Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown

Rural properties

Moving to the country?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 11216 Folio 596

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

VOLUME 11216 FOLIO 596

Security no : 124072938774B

Produced 17/07/2018 02:40 pm

LAND DESCRIPTION

Lots 3,4 and 5 on Plan of Subdivision 543278X.
PARENT TITLE Volume 08255 Folio 694
Created by instrument AH373685W 20/07/2010

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 4 of a total of 15 equal undivided shares

Joint Proprietors

MARGARET MARY PHELAN of 38 HOLDEN AVENUE NORTH GEELONG VIC 3215

PIERCE JOSEPH PHELAN of 3 LUCAS STREET CAULFIELD SOUTH VIC 3162 Legal

Personal Representative(s) of CARMEL SARA PHELAN deceased

AG717218B 27/08/2009

As to 7 of a total of 15 equal undivided shares

Joint Proprietors

PIERCE JOSEPH PHELAN of 3 LUCAS ST. SOUTH CAULFIELD 3162

MARGARET MARY PHELAN of 17 GRANDVIEW GR. DRUMCONDRA 3215 Legal Personal
Representative(s) of THOMAS DARCY CUDDIHY deceased

G180214 04/06/1976

As to 4 of a total of 15 equal undivided shares

Joint Proprietors

PIERCE JOSEPH PHELAN of 3 LUCAS ST. SOUTH CAULFIELD 3162

MARGARET MARY PHELAN of 17 GRANDVIEW GR. DRUMCONDRA 3215 Legal Personal
Representative(s) of MARGARET MARY CUDDIHY deceased

T098795P 20/05/1994

ENCUMBRANCES, CAVEATS AND NOTICES

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

STATEMENT Section 110 Planning and Environment Act 1987

ROADS CORPORATION

X640475N 01/08/2001

DIAGRAM LOCATION

SEE PS543278X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 17/07/2018, for Order Number 52177122. Your reference: 21804042.**

PLAN OF SUBDIVISION

Under section 35 of the Subdivision Act 1988

STAGE NO.

LR use only

EDITION 2

Plan Number

PS543278X**Location of Land**

Parish: MOORPANYAL

Township: —

Section: —

Crown Allotment: 130 (PT), 131 (PT), 132 (PT),
133 (PT), 134 , 135 (PT)

Crown Portion: —

Title Reference: VOL.10723 FOL.835
VOL.8818 FOL.012
VOL.8255 FOL.694Last Plan Reference: PS509671P LOT 6
LP86856 LOT 5Postal Address: 455 ANAKIE ROAD
(at time of subdivision) LOVELY BANKS 3221MGA Co-ordinates E 266 400 ZONE: 55
(of approx. centre of land in plan) N 5782 300**Vesting of Roads and / or Reserves**

Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (X) vest upon registration of this plan.

Identifier	Council/Body/Person
RESERVE No.1	ROADS CORPORATION
RESERVE No.2	ROADS CORPORATION
RESERVE No.3	ROADS CORPORATION

Council Certification and Endorsement

Council Name: GREATER GEELONG CITY COUNCIL Ref: 7347

A. This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots.

B. This plan is exempt from Part 3 of the Subdivision Act 1988

~~C. This is a plan under section 35 of the Subdivision Act 1988 which creates (one) additional lot(s).~~

D. It is certified under section 6 of the Subdivision Act 1988.

~~E. It is certified under section 11(7) of the Subdivision Act 1988.~~~~F. Date of original certification under section 6 / /~~

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

Council Delegate
~~Council Seal~~

Date 26 / 10 / 05

Re-certified under section 11(7) of the Subdivision Act 1988.

Council Delegate
Council Seal

Date / /

NotationsStaging This is not a staged subdivision
Planning Permit No. NOT APPLICABLE

Depth Limitation - DOES NOT APPLY

The land being subdivided is enclosed within thick continuous lines.

Land to be acquired by agreement: NIL

Land to be acquired by compulsory process.

RESERVE No.1, RESERVE No.2, RESERVE No.3

All the land is to be acquired free from all encumbrances other than any easements specified on this plan.

Survey: This plan is based on survey and compiled from
Roads Corporation Survey SP20788.This survey has been connected to permanent marks nos(s). 23, 446,
in Proclaimed Survey Area No. 465, 477**Easement Information**Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Easements marked (-) are existing easements

Easements marked (+) are created upon registration of this plan.

Easements marked (x) are created when the appropriate vesting date is recorded or transfer registered.

Easements marked (w) are removed when the appropriate vesting date is recorded or transfer registered.

Symbol	Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
-	E-1	DRAINAGE & SEWERAGE	3-02	LP86856	LOTS ON LP86856
-	E-2	DRAINAGE	5	PSS09671P	LOTS ON PSS09671P & GREATER GEELONG CITY COUNCIL
	E-3	SEWERAGE	SEE DIAG	AH373685W	BARWON REGION WATER CORPORATION

LR use only

Statement of Compliance/
Exemption StatementReceived ☒

Date 8 / 12 / 05

LR use only

PLAN REGISTERED

Time 8:42am

Date 21 / 12 / 2005

Assistant Registrar of Titles

Sheet 1 of 3 Sheets

ROADS CORPORATIONPrepared By: REVERIDGE WILLIAMS & CO. PTY LTD.
ACN 006 197 235 ABN 44 622 029 694
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CAULFIELD JUNCTION 3161
PH 95284444 FAX 95284477
BW REFERENCE: M3305LICENSED SURVEYOR MICHAEL BARRY SWALES
(PRINT)

SIGNATURE _____ DATE 18/10/2005

ROADS CORPORATION REF: JB23681

REFER SP20788 PSI

VERSION 1

DATE 26 / 10 / 05

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

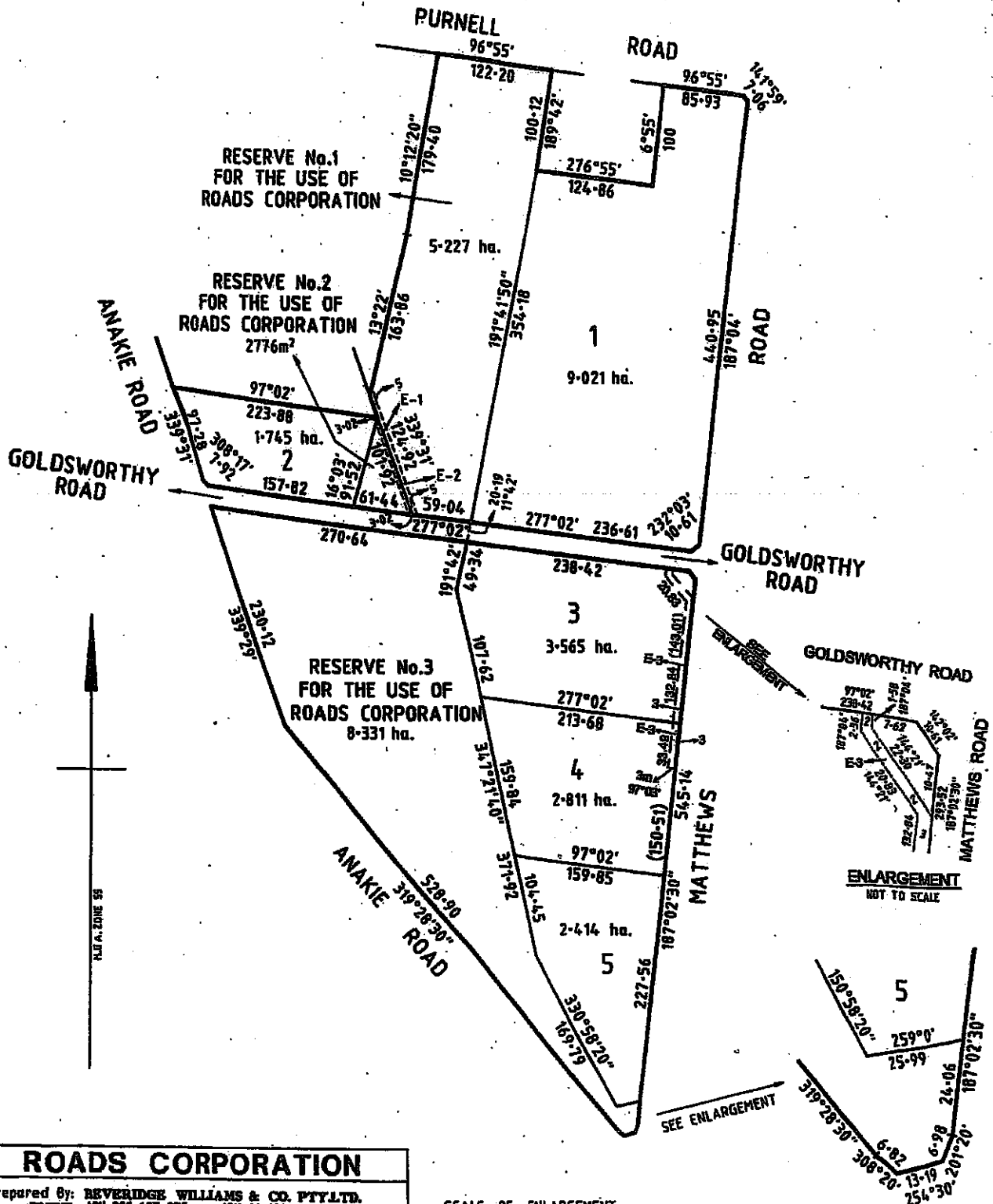
PLAN OF SUBDIVISION

Under Section 35 of the Subdivision Act 1988

Stage No.

LR Use Only

PS543278X



ROADS CORPORATION

Prepared by: **REVERIDGE WILLIAMS & CO. PTY.LTD.**
 ACN 006 197 235 ABN 44 622 029 694
 SURVEYORS, ENGINEERS, PLANNERS
 ENVIRONMENTAL CONSULTANTS
 PO BOX 2205 CAULFIELD JUNCTION 3161
 PH 95284444 FAX 95284477
 BW REFERENCE: M3305

SCALE OF ENLARGEMENT
 1:1000
 0 10 20 30
 SCALE OF METRES

ORIGINAL	SCALE
SCALE 1:4000	SHEET SIZE A3
0 40 80 120 160 200 LENGTHS ARE IN METRES	

LICENSED SURVEYOR **MICHAEL BARRY SWALES**
 (PRINT)

SIGNATURE _____ DATE 18/10/2005

ROADS CORPORATION REF: J823681

REFER **SP20788** P51

VERSION 1

Sheet 2 of 3 Sheets

DATE 26/10/05

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Transfer of Land

Section 45 Transfer of Land Act 1958

3 774515
Privacy Collection Statement

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

1. Land/s

Land Title 1

Volume 11285 Folio 311

Land Title 2

Volume 11216 Folio 593 to 596

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor

Given Name/s PIERCE JOSEPH

Family Name PHELAN

Transferor

Given Name/s MARGARET MARY

Family Name PHELAN

4. Transferee/s

Transferee 1

Name PH LAND PTY LTD

ACN 6 0 4 4 0 7 6 7 8

Australian
Credit Licence

Transferee 2

Name PH LAND PTY LTD

ACN 6 0 4 4 0 7 6 7 8

Australian
Credit Licence

Transferee 3

Name PH LAND PTY LTD

ACN 6 0 4 4 0 7 6 7 8

Australian
Credit Licence

5. Manner of Holding

TENANTS IN COMMON - UNEQUAL SHARES

Transferee 1 Shares 7

Transferee 2 Shares 4

Transferee 3 Shares 4

Total Shares 15

6. Address/es of Transferee/s

Address of Transferee 1

Unit - Street No 3

Street Name LUCAS

Street Type STREET

Locality CAULFIELD SOUTH

State VIC Postcode 3162

Address of Transferee 2

Same as Transferee 1

Address of Transferee 3

Same as Transferee 1

7. Consideration

Other, please specify

THE TRANSFEREES BEING ENTITLED IN
EQUITY

8. Signing

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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Transferor

Certifications

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

Executed on behalf of **PIERCE JOSEPH PHELAN**

Signer Name **EMMA CAROLINE BUCHANAN**
Signer Organisation **HARWOOD ANDREWS**
Signer Role **AUSTRALIAN LEGAL PRACTITIONER**
Signature



Execution Date

17/4/2018

Transferor

Certifications

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

Executed on behalf of **MARGARET MARY PHELAN**

Signer Name **EMMA CAROLINE BUCHANAN**
Signer Organisation **HARWOOD ANDREWS**
Signer Role **AUSTRALIAN LEGAL PRACTITIONER**
Signature



Execution Date

17/4/2018

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Transferee 1

Certifications

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

Executed on behalf of PH LAND PTY LTD

Signer Name EMMA CAROLINE
BUCHANAN

Signer Organisation HARWOOD ANDREWS

Signer Role AUSTRALIAN LEGAL
PRACTITIONER

Signature



Execution Date 17/4/2018

Transferee 2

Certifications

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

Executed on behalf of PH LAND PTY LTD

Signer Name EMMA CAROLINE
BUCHANAN

Signer Organisation HARWOOD ANDREWS

Signer Role AUSTRALIAN LEGAL
PRACTITIONER

Signature



Execution Date 17/4/2018

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Transferee 3

Certifications

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

Executed on behalf of PH LAND PTY LTD

Signer Name

EMMA CAROLINE
BUCHANAN

Signer Organisation

HARWOOD ANDREWS

Signer Role

AUSTRALIAN LEGAL
PRACTITIONER

Signature



Execution Date

17/4/2018


9. Lodging Party

Customer Code

Reference

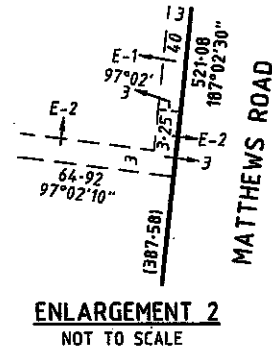
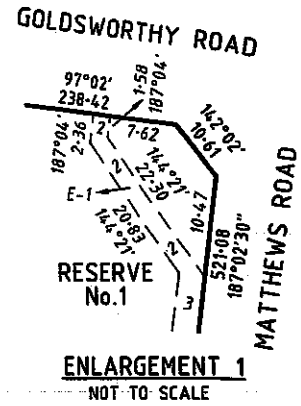
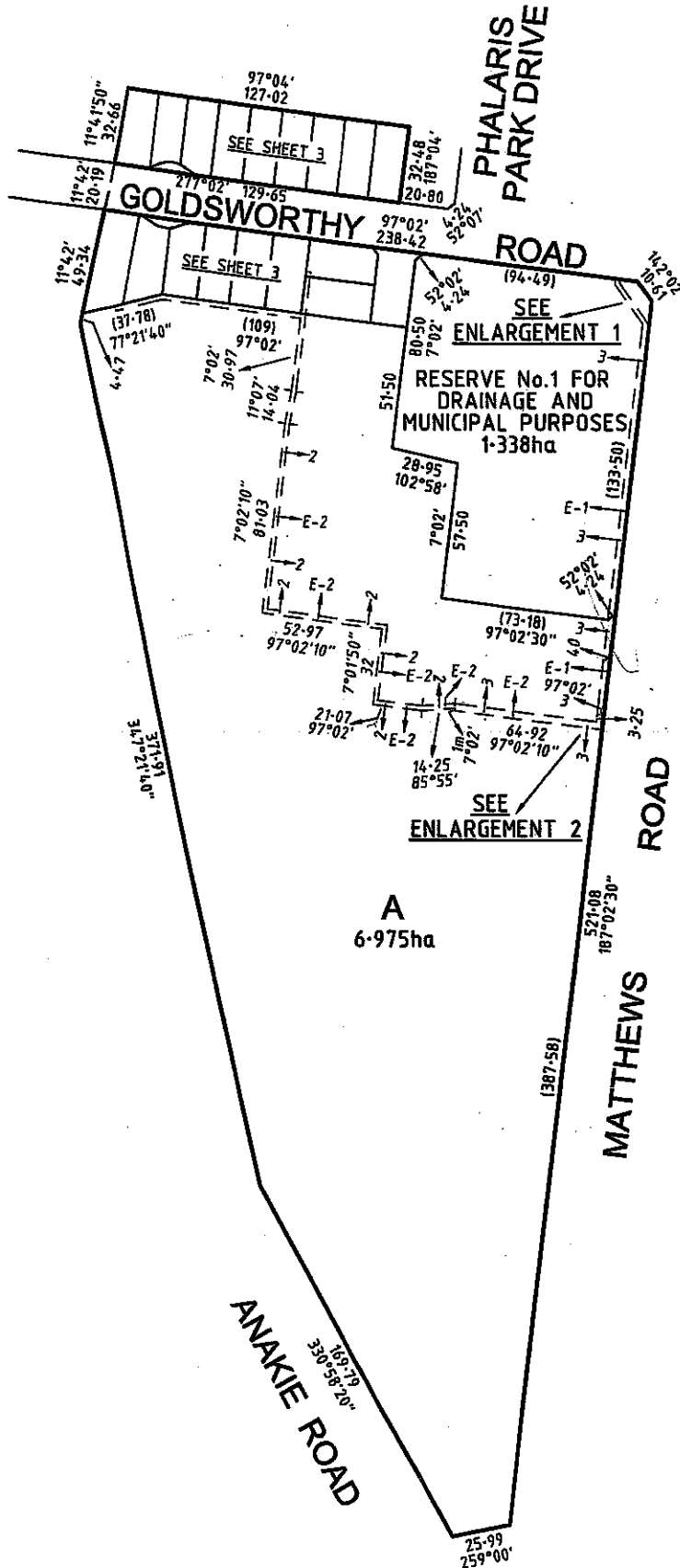
Duty Use Only

Stage 8

PLAN OF SUBDIVISION			EDITION 1	PLAN NUMBER PS809816R	
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 132 (PART), 133 (PART), 134 (PART) & 135 (PART) CROWN PORTION: - TITLE REFERENCE: VOL.11216 FOL.596 & VOL. FOL. LAST PLAN REFERENCE: LOTS 3, 4 & 5 ON PS543278X ✓ LOT A ON PS740227S & POSTAL ADDRESS: GOLDSWORTHY ROAD, (at time of subdivision) LOVELY BANKS, 3213. MGA CO-ORDINATES: E: 266 450 ZONE: 55 (of approx centre of land N: 5 782 175 GDA 94 in plan)			MUNICIPALITY: CITY OF GREATER GEELONG		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 800 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS A & 801 TO 817 (BOTH INCLUSIVE) ARE THE RESULT OF THIS SURVEY. <u>CREATION OF RESTRICTION</u> SEE SHEET 4 FOR RESTRICTION DETAILS.		
ROAD R1	CITY OF GREATER GEELONG				
ROAD R2	CITY OF GREATER GEELONG				
ROAD R3	CITY OF GREATER GEELONG				
RESERVE No.1	CITY OF GREATER GEELONG				
NOTATIONS			PHALARIS PARK ESTATE STAGE 8 17 LOTS 2.233ha		
DEPTH LIMITATION: DOES NOT APPLY					
SURVEY: This plan is is not based on survey.					
STAGING: This is is not a staged subdivision. Planning Permit No. 1123/2004/A This survey has been connected to permanent marks No(s). 90 & 446 In Proclaimed Survey Area No. -					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	SEWERAGE	SEE PLAN	AH373685W	BARWON REGION WATER CORPORATION	
E-2	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION	
TGM Group 1/27-31 Myers Street (PO Box 1137) Geelong Vic 3220 T 03 5202 4600 F 03 5202 4691 ABN 11 125 588 461 www.tgmgroup.com			SURVEYORS FILE REF: 4108-108		ORIGINAL SHEET SIZE: A3
 Geelong Melbourne Ballarat			RAYMOND JAMES DUNN / VERSION 4		SHEET 1 OF 4 SHEETS
JAS-ANZ Accredited: Quality ISO 9001 - OH&S AS/NZS 4801 - Environment ISO 14001					

PLAN NUMBER
PS809816R

M.G.B. 84
ZONE 55

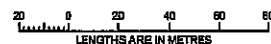


SURVEYORS FILE REF: 4108-108

TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691
ABN 11 125 568 481
www.tgmgroup.com



SCALE
1:2000



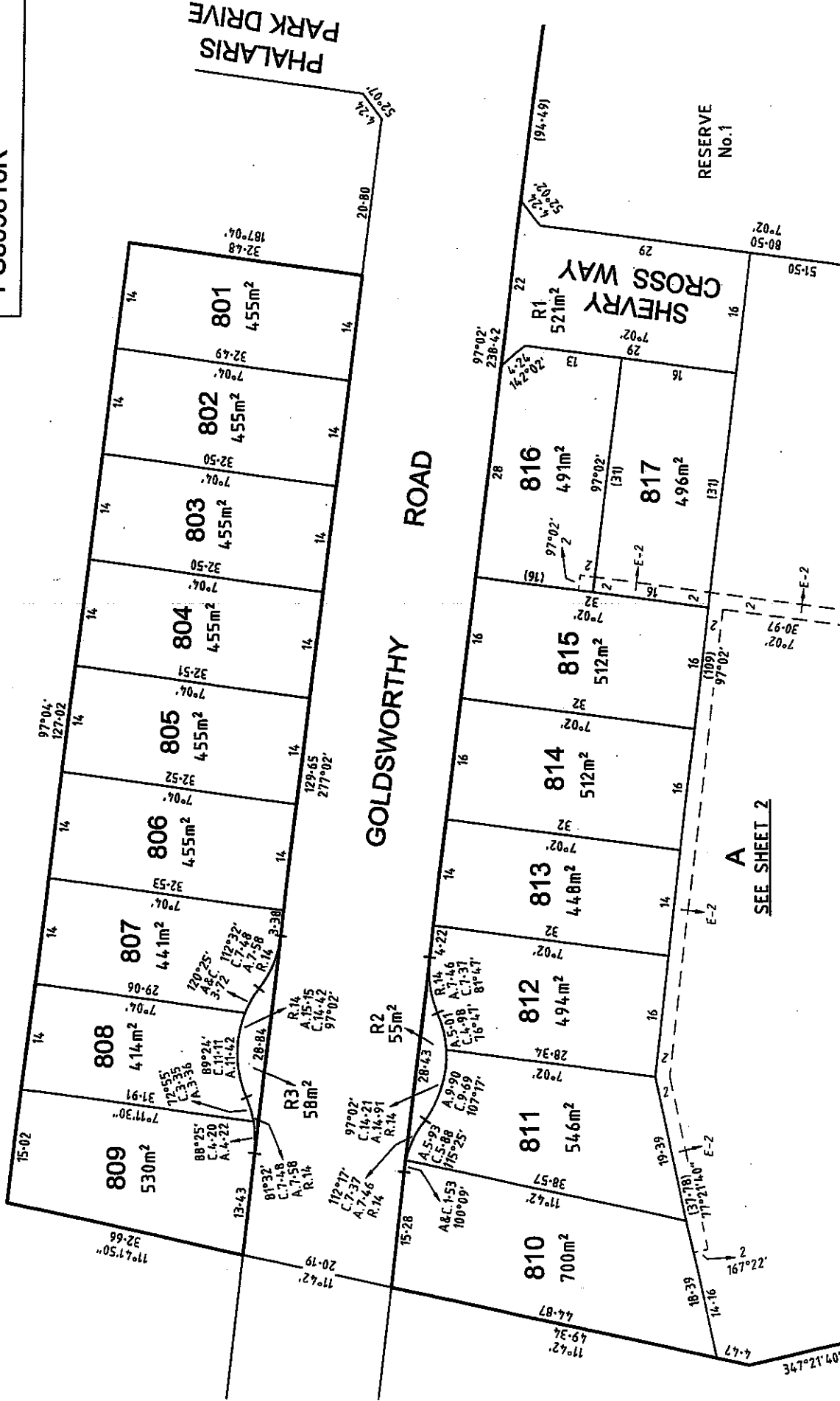
RAYMOND JAMES DUNN / VERSION 4

ORIGINAL SHEET
SIZE: A3

SHEET 2

JAS-ANZ Accredited: Quality ISO 9001 - CH&S AS/NZS 4801 - Environment ISO 14001

PLAN NUMBER
PS809816R



TGM Group
127-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691
ABN 11 125 598 461
www.tgmgroup.com

SURVEYORS FILE REF: 4108-108

SCALE
1:500

LENGTHS ARE IN METRES
0 5 10 15 20

ORIGINAL SHEET
SIZE: A3

SHEET 3

RAYMOND JAMES DUNN / VERSION 4

Geospatial Information
Quality ISO 9001 - CHS ISO 9001:2015
JMS-ANZ Accredited

CREATION OF RESTRICTION A.

Upon registration of this plan (PS809816R) the following restriction is created:

Land to benefit : Lots 801-817 (both inclusive) on this plan (PS809816R).

Land to be burdened : Lots 801-809 (both inclusive) & Lots 811-817 (both inclusive) on this plan (PS809816R).

DESCRIPTION OF RESTRICTION A.

The owners of Lots 801-809 (both inclusive) & Lots 811-817 (both inclusive) on this plan (PS809816R).



- shall not allow the erection of more than one dwelling on any single allotment
- shall not further subdivide the lots.

CREATION OF RESTRICTION B.

Upon registration of this plan (PS809816R) the following restriction is created:

Lot burdened	Lots benefited
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	807, 809
812	811, 813
813	812, 814
816	815, 817
817	815, 816

DESCRIPTION OF RESTRICTION B.

Dwellings shall not be located in the area shown thus  except Buildings shall not be located in the area shown thus  except for allowable encroachments listed in the Building Regulations 2006.

DEFINITIONS

BUILDING - Any structure
DWELLING - House- Habitable Room (excludes carport/garage)

TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4500
F 03 5202 4691
ABN 11 125 588 461
www.tgmgroup.com
JAS-AZS Accredited Quality ISO 9001 - CHAS AS/NZS 4801 - Environment ISO 14001



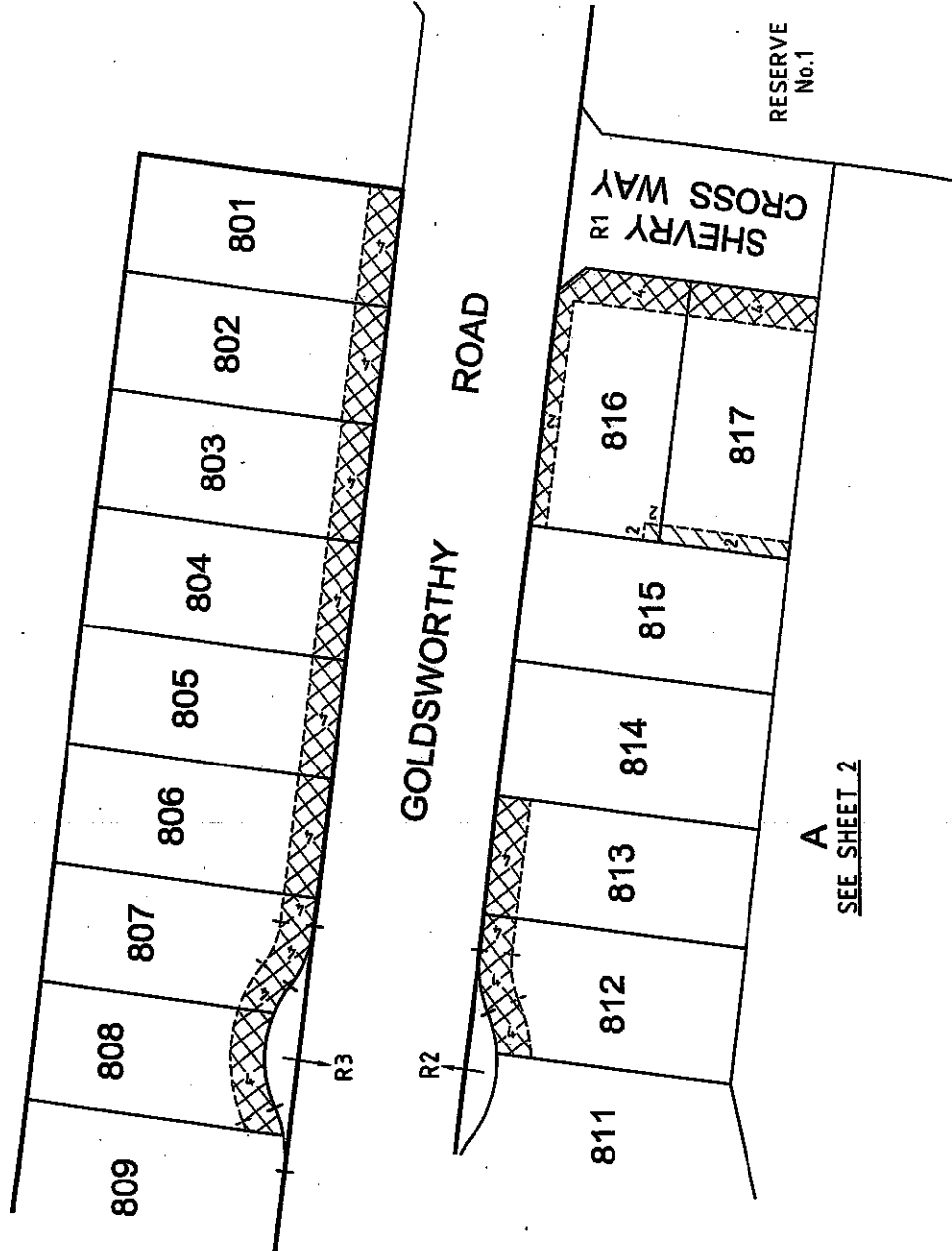
SURVEYORS FILE REF: 4108-108

ORIGINAL SHEET
SIZE: A3

SHEET 4

RAYMOND JAMES DUNN / VERSION 4

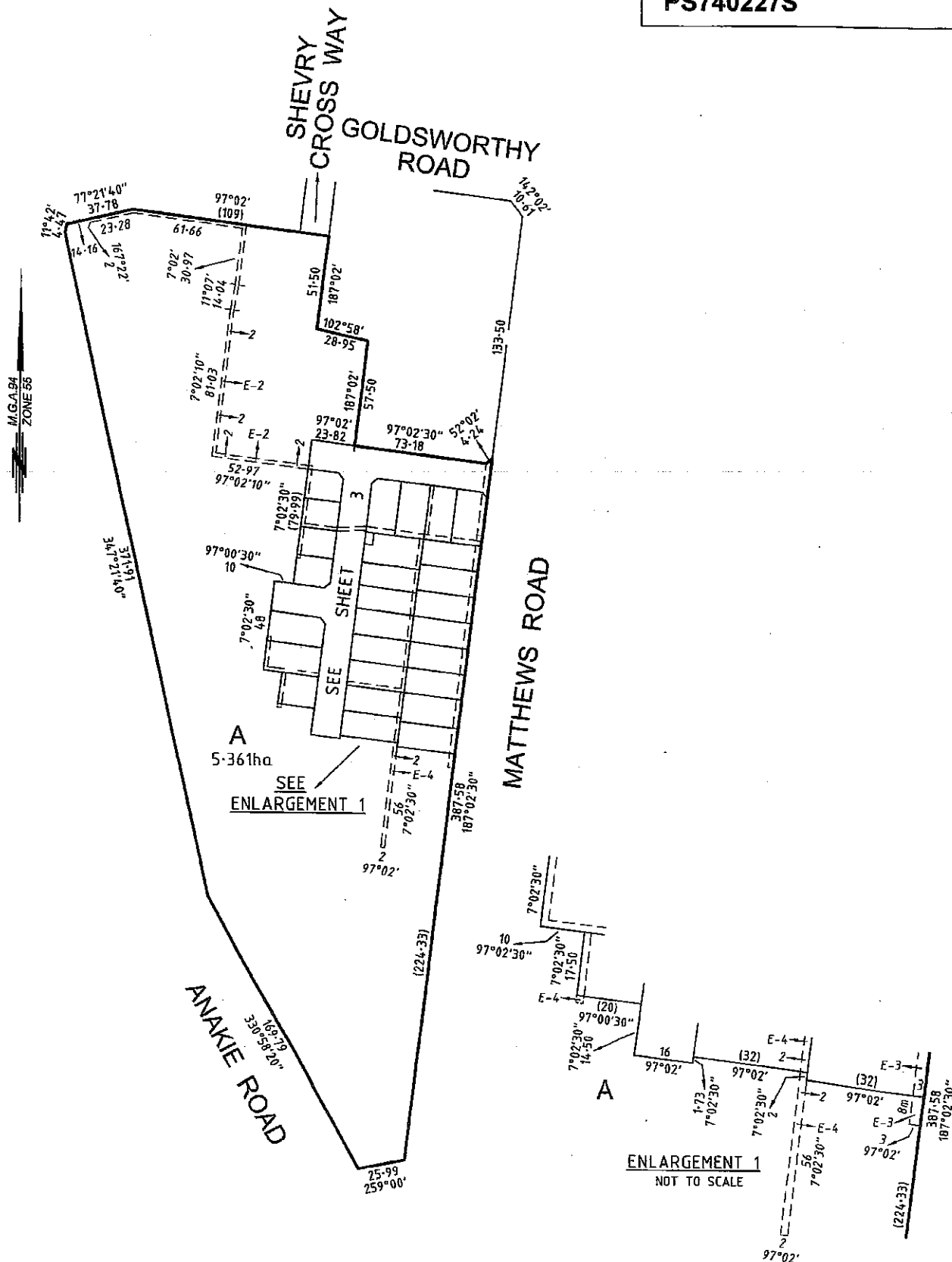
PLAN NUMBER
PS809816R



A
SEE SHEET 2

PLAN OF SUBDIVISION		EDITION 1	PLAN NUMBER PS740227S	
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 133 (PART), 134 (PART) & 135 (PART) CROWN PORTION: - TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: LOT A ON PS809816R POSTAL ADDRESS: 7-65 MATTHEWS ROAD, (at time of subdivision) LOVELY BANKS, 3213. MGA CO-ORDINATES: E: 266 450 ZONE: 55 (of approx centre of land GDA 94 in plan) N: 5 782 175		MUNICIPALITY: CITY OF GREATER GEELONG		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS A & 601 TO 627 (BOTH INCLUSIVE) ARE THE RESULT OF THIS SURVEY. <u>CREATION OF RESTRICTION</u> SEE SHEET 4 FOR RESTRICTION DETAILS.		
ROADS R1 RESERVE No.1	CITY OF GREATER GEELONG POWERCOR AUSTRALIA LIMITED			
NOTATIONS		<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 10px auto;"> PHALARIS PARK ESTATE STAGE 8 27 LOTS 1.615ha </div>		
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is is not based on survey.				
STAGING: This is is not a staged subdivision. Planning Permit No. 1123/2004/A This survey has been connected to permanent marks No(s). 90 & 446 In Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE PLAN	AH373685W	BARWON REGION WATER CORPORATION
E-2, E-5	PIPELINES OR ANCILLARY PURPOSES	2	PS809816R & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
E-3, E-5	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF GREATER GEELONG
E-4	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
TGM Group 1/27-31 Myers Street (PO Box 1137) Geelong Vic 3220 T 03 5202 4800 F 03 5202 4691				SURVEYORS FILE REF: 4108-106
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 4 SHEETS	

PLAN NUMBER
PS740227S

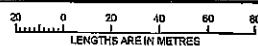


SURVEYORS FILE REF: 4108-106

TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691



SCALE
1:2000

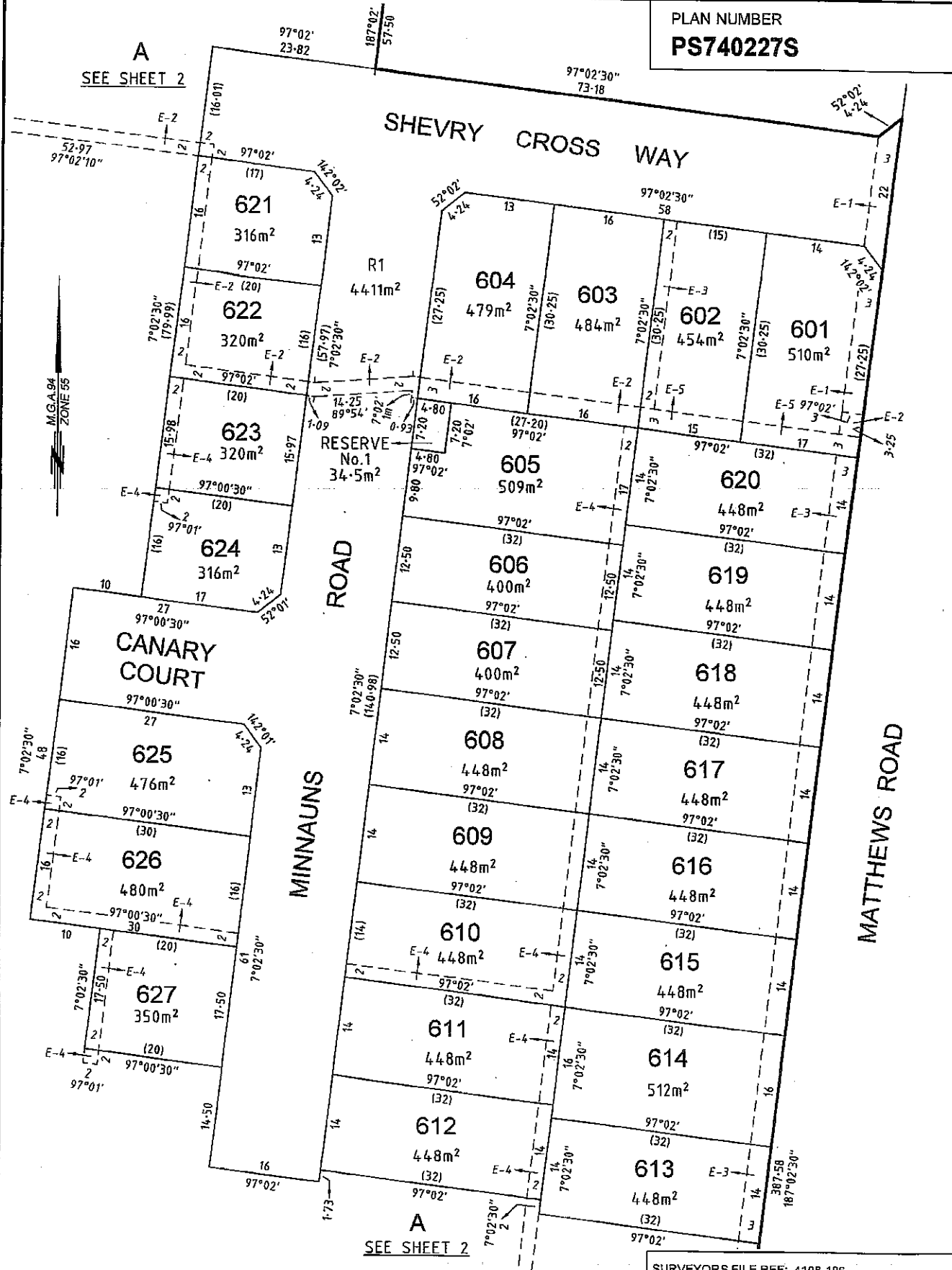


ORIGINAL SHEET
SIZE: A3

SHEET 2

PLAN NUMBER
PS740227S

A
SEE SHEET 2



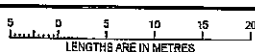
A
SEE SHEET 2

SURVEYORS FILE REF: 4108-106

TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691



SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 3

CREATION OF RESTRICTION A.

Upon registration of this plan (PS740227S) the following restriction is created:

Land to benefit : Lots 600-627 (both inclusive) on this plan (PS740227S).

Land to be burdened : Lots 600-627 (both inclusive) on this plan (PS740227S).

DESCRIPTION OF RESTRICTION A.

The owners of lots 601-627 (both inclusive) on this plan

- shall not allow the erection of more than one dwelling on any single allotment
- shall not further subdivide the lots.

PLAN NUMBER
PS740227S


M.G.A. 94
ZONE 55


CREATION OF RESTRICTION B.

Upon registration of this plan (PS740227S) the following restriction is created:

Lot burdened	Lot/s benefited
601	602, 620
602	601, 603, 620
603	602, 604, 605
604	603, 605
605	603, 604, 606, 620
606	605, 607, 619
607	606, 608, 618
608	607, 609, 617
609	608, 610, 616
610	609, 611, 615
611	610, 612, 614
612	611, 613, 614
613	612, 614
615	610, 614, 616
616	609, 615, 617
617	608, 616, 618
618	607, 617, 619
619	606, 618, 620
620	601, 602, 605, 619
621	622
622	621, 623
623	622, 624
624	623
625	626
626	625, 627
627	626

DESCRIPTION OF RESTRICTION B.

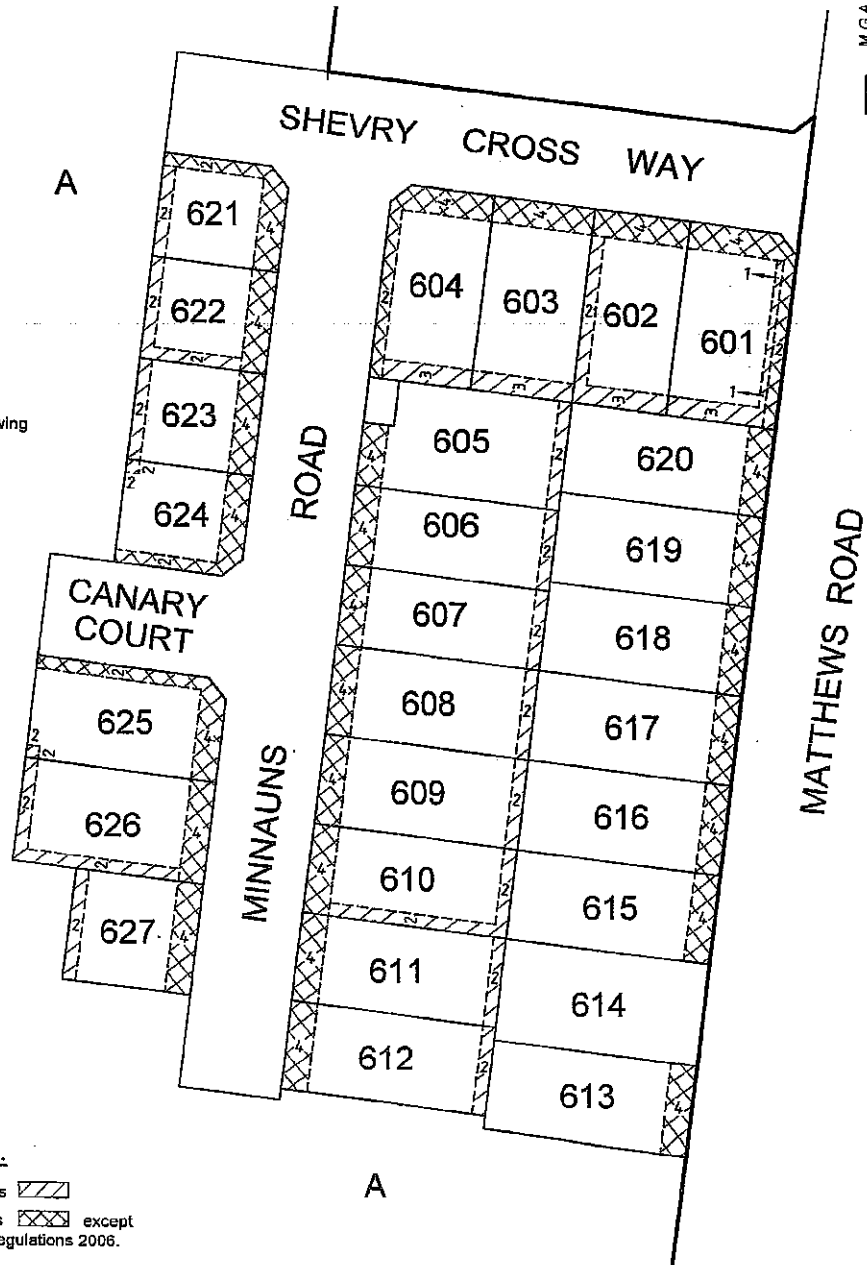
Dwellings shall not be located in the area shown thus 

Buildings shall not be located in the area shown thus  except for allowable encroachments listed in the Building Regulations 2006.

DEFINITIONS

BUILDING - Any structure

DWELLING - House- Habitable Room (excludes carport/garage)



SURVEYORS FILE REF: 4108-106

TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T: 03 5202 4600
F: 03 5202 4691



SCALE
1:750

7.50 0 7.50 15 22.50 40
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 4

1. ALL WORKS IN THIS CONTRACT ARE TO BE COMPLETED IN ACCORDANCE WITH THE CURRENT STANDARD DRAWINGS AND SPECIFICATIONS OF THE TGM GROUP. ANY DEVIATION FROM THESE STANDARDS SHALL BE AT THE RISK OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

TGM
Engineering | Surveying | Planning

PHALARIS PARK PTY LTD

PHALARIS PARK ESTATE

STAGE 6
LOVELY BANKS, Vic 3221.

INDEX AND NOTES

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SHEET 25	REV 02	DRAINAGE DETAILS PLAN
SHEET 26	REV 02	SIGNAGE AND LINEMARKING PLAN
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CIVIL DRAWING

INDEX AND NOTES

1 28 02

004108-206

Phalaris Park.

PHALARIS PARK ESTATE
STAGE 6
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

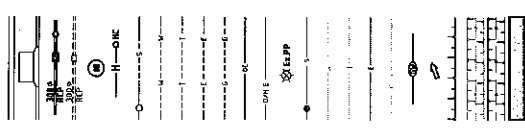
TGM

TGM Group Geelong

100-110 Lakes Street
Geelong VIC 3220
F 053222 4800
A 053222 4800
WWW.TGM.VIC.AU

DATE: 10/01/2023
BY: [Signature]
CHECKED: [Signature]
DATE: 10/01/2023
BY: [Signature]
CHECKED: [Signature]

LEGEND



PROPOSED KERB AND CHANNEL
PROPOSED DRIVEWAY LAYOUT
EXISTING STORMWATER DRAINAGE
DRAINAGE PIT NUMBER
DRAINAGE HOUSE CONNECTION
EXISTING SEWER
EXISTING WATER
EXISTING TELEPHONE
EXISTING ELECTRICAL
EXISTING GAS
EXISTING OVERHEAD ELECTRICAL
EXISTING POWER POLE
PROPOSED SEWER
PROPOSED WATER
PROPOSED TELEPHONE
PROPOSED ELECTRICAL
PROPOSED GAS
GAS/WATER/RETYLED CONDUIT
LOT FALL ARROW
TOP OF GUTTER
EXISTING OPEN DRAIN
PROPOSED TOP OPEN DRAIN
HARD COMPACTION ONLY PROTECTION OF OPTIC FIBRE

WARNING

BEWARE OF ABOVE GROUND SERVICES
ANY EXCAVATION IN THE VICINITY OF POWER PILLS OR OVERHEAD CABLES MUST BE APPROVED BY THE NETWORK ASSETS REGULATORS 991 - 244 34 40. NO GO ZONE RULES MAY ALSO APPLY.

NOTE:
ALL SEWER MANHOLE LOCATED UNDER NEW FOOTPATH TO HAVE OPTIC COVER ROTATED AND LEVEL TO MATCH EXISTING MANHOLE. ALL EXISTING MANHOLES WITHIN THE FOOTPATH WITH APPROPRIATELY POSITIONED JOINTS IN PATH AND FLUSH WITH SURFACE.

WARNING

OPTIC FIBRE
THE ACCURACY OF COMPLETENESS OF THE TELETRA CABLE IN THE AREA
GUARANTEED AND ACCORDINGLY ARE INTENDED TO BE READ AS INDICATIVE ONLY. PLEASE READ AND UNDERSTAND THE TELETRA DUTY OF CARE STATEMENT.

WARNING

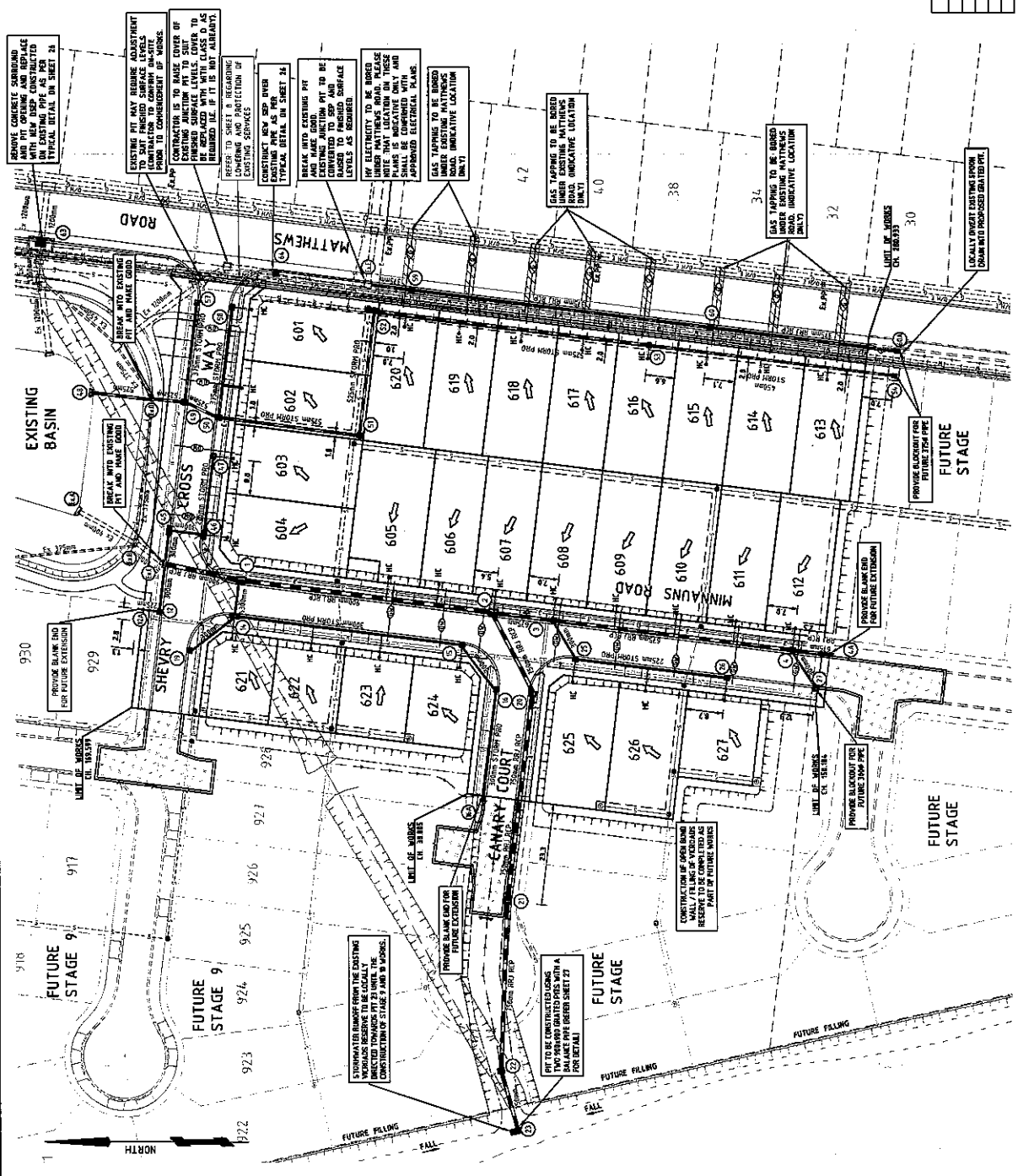
BEWARE OF UNDERGROUND SERVICES
THE LOCATION OF UNDERGROUND SERVICES ARE INDICATIVE ONLY. THE LOCATION OF UNDERGROUND SERVICES SHOULD BE PROVIDED ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

PROPOSED SERVICE LOCATIONS

STREET	WATER	GAS	TELEPHONE	LV ELEC	HW ELEC
SHEVRY CROSS WAY	27.1 W	27.1 W	10.5	25.5	25.5
MINNAUN'S ROAD	27.1 W	27.1 W	10.5	24.1	24.1
CANARY COURT	27.1 W	27.1 W	10.5	25.5	25.5
MATTHEWS ROAD	27.1 W	27.1 W	22.1 W	25.5/24.1	25.5

EXISTING SERVICE LOCATIONS

WATER	GAS	OPTIC FIBRE	LV ELEC	HW ELEC	SEWER
24.1 W - 27.1 W	24.1 W - 27.1 W	24.1 W - 27.1 W	24.1 W - 27.1 W	24.1 W - 27.1 W	24.1 W - 27.1 W



MASTER SERVICES LAYOUT PLAN
SCALE 1:500

TGM
TGM Group Geospatial
107/21 West Street
Geelong VIC 3220
Phone: 03 5200 4600
Fax: 03 5200 4601
Email: info@tgm.com.au
Website: www.tgm.com.au

Phalaris Park.

Phalaris Park Estate
STAGE 6
MATTHEWS ROAD
LOVELY DAMS, VIC 3221
CITY OF GREATER GEELONG

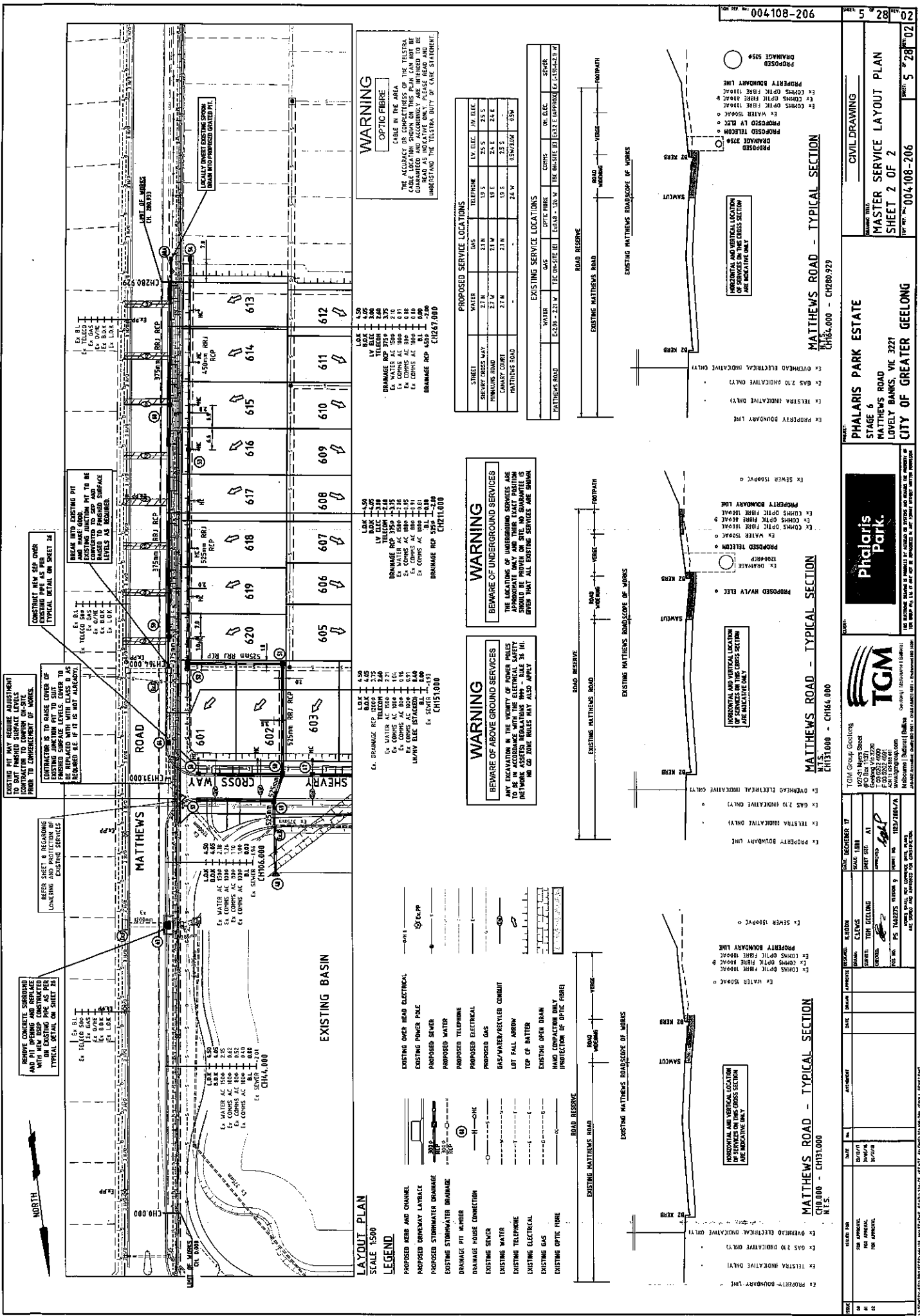
MASTER SERVICES LAYOUT PLAN
SHEET 1 OF 2
DRAWING NO: 004108-206
DATE: 4/28/02

REVISIONS

NO.	DATE	BY	REVISION
1	4/28/02	TGM	ISSUED FOR APPROVAL
2	4/28/02	TGM	FOR APPROVAL

APPROVALS

DATE	BY	FOR
4/28/02	TGM	FOR APPROVAL
4/28/02	TGM	FOR APPROVAL



WARNING
OPTIC FIBRE
CABLE IN THE AREA
THE ACCURACY OF THE LOCATION OF THE OPTIC FIBRE CABLE SHOWN ON THIS PLAN CAN NOT BE GUARANTEED AND ACCORDINGLY ARE REFERRED TO BE UNDERSIGNED THE TELESTRA DUTY OF CARE STATEMENT.

PROPOSED SERVICE LOCATIONS

STREET	WATER	GAS	TELEPHONE	LV ELEC.	HW ELEC.
SHEVRY CROSS WAY	2.7 M	2.1 M	1.9 S	2.5 S	2.5 S
MATTHEWS ROAD	2.7 M	2.1 M	1.9 S	2.5 S	2.5 S
MATTHEWS ROAD	2.7 M	2.1 M	1.9 S	2.5 S	2.5 S

EXISTING SERVICE LOCATIONS

STREET	WATER	GAS	TELEPHONE	LV ELEC.	HW ELEC.
MATTHEWS ROAD	2.2 M - 2.3 M	1.8 M - 1.9 M	1.8 M - 1.9 M	2.2 M - 2.3 M	2.2 M - 2.3 M

WARNING
BEWARE OF UNDERGROUND SERVICES
THE LOCATION OF UNDERGROUND SERVICES AS SHOWN ON THIS PLAN IS FOR INFORMATION ONLY AND SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

WARNING
BEWARE OF ABOVE GROUND SERVICES
ANY EXCAVATION IN THE VICINITY OF ABOVE GROUND SERVICES SHOULD BE IN ACCORDANCE WITH THE ELECTRICAL SAFETY NETWORK ASSESSMENT REGULATIONS 1999 - RULE 16.11. NO OF ZONE RULES MAY ALSO APPLY.

LEGEND

PROPOSED KERB AND CHANNEL	EXISTING OVER HEAD ELECTRICAL
PROPOSED DRAINAGE LAYBACK	EXISTING POWER POLE
PROPOSED STORMWATER DRAINAGE	PROPOSED SEWER
EXISTING STORMWATER DRAINAGE	PROPOSED WATER
DRAINAGE PIT NUMBER	PROPOSED TELEPHONE
EXISTING SEWER	PROPOSED ELECTRICAL
EXISTING WATER	PROPOSED GAS
EXISTING TELEPHONE	GAS/WATER/SEWER CONDUIT
EXISTING ELECTRICAL	LOT FALL ARROW
EXISTING GAS	TOP OF METER
EXISTING OPTIC FIBRE	EXISTING OPEN DRAIN
	HAND COMPACTOR ONLY
	PROTECTION OF OPTIC FIBRE

EXISTING MATTHEWS ROADSCOPE OF WORKS

EXISTING MATTHEWS ROADSCOPE OF WORKS

EXISTING MATTHEWS ROADSCOPE OF WORKS

MATTHEWS ROAD - TYPICAL SECTION
N.T.S.
CH131.000 - CH134.000

MATTHEWS ROAD - TYPICAL SECTION
N.T.S.
CH131.000 - CH134.000

MATTHEWS ROAD - TYPICAL SECTION
N.T.S.
CH131.000 - CH134.000

004108-206

5 28 02

CIVIL DRAWING

MASTER SERVICE LAYOUT PLAN
SHEET 2 OF 2

004108-206

5 28 02

PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

Phalaris Park

TGM

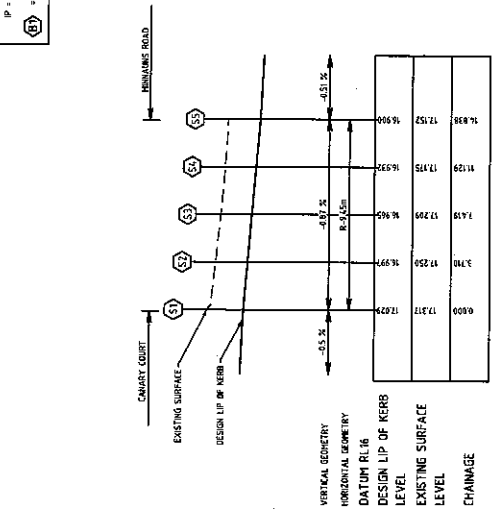
TGM Group Geelong
100-111 North Street
Geelong VIC 3220
T 03 5207 4000
F 03 5207 4000
A 03 5207 4000
www.tgmgroup.com.au

DATE REVISION 17
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SHEET 2 OF 2
APPROVED
DATE 17/05/2023
PS 140275
DATE 17/05/2023
DATE 17/05/2023

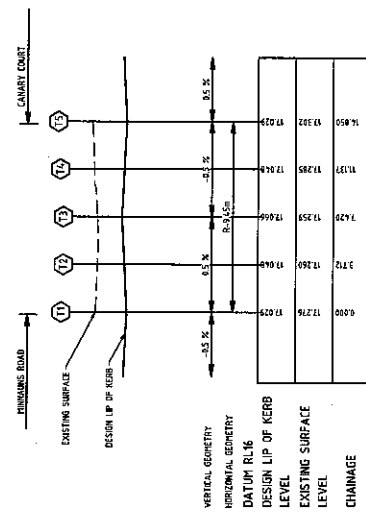
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APPROVED
DATE 17/05/2023
PS 140275
DATE 17/05/2023
DATE 17/05/2023

DATE 17/05/2023
SCALE 1:500
SHEET 2 OF 2
APPROVED
DATE 17/05/2023
PS 140275
DATE 17/05/2023
DATE 17/05/2023

LTP = LEFT TANGENT POINT
RTP = RIGHT TANGENT POINT
TP = TANGENT POINT
OBS = OBSERVATION POINT
SAG = LOW POINT
IP = INTERSECTION POINT
T = TANGENT POINT NUMBER

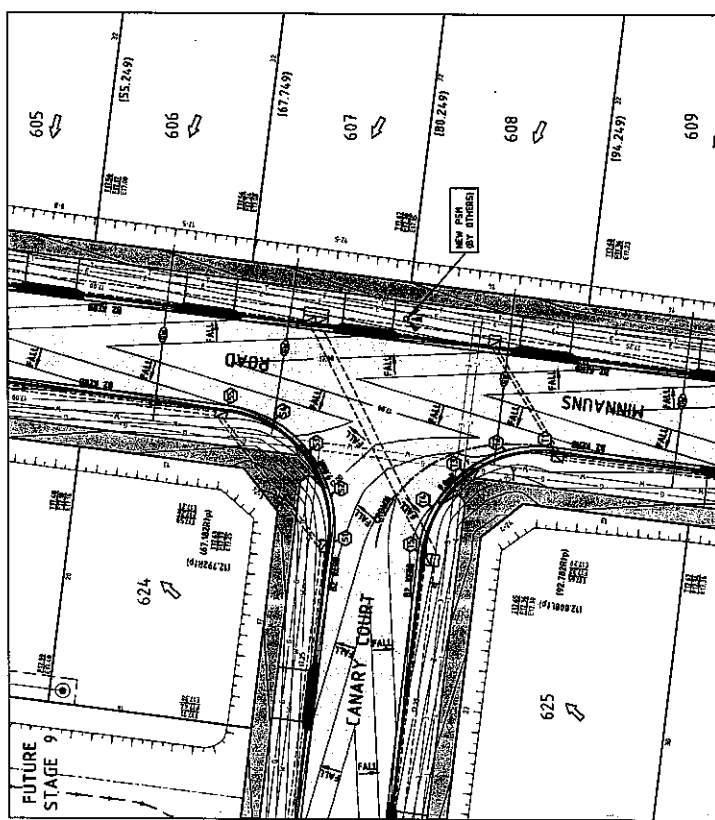


Kerb Return S - Longitudinal Section



Kerb Return T - Longitudinal Section

- LEGEND**
- FINISHED SURFACE LEVELS
 - EXISTING SURFACE LEVELS
 - TOP OF BATTER LEVELS
 - EXISTING CHANGES
 - PROPOSED KERB AND CHANNEL
 - PROPOSED DRIVEWAY LAYBACK
 - PROPOSED FOOTPATH PAVEMENT
 - PROPOSED STORMWATER DRAINAGE
 - EXISTING STORMWATER DRAINAGE
 - PROPOSED SEWER
 - EXISTING SEWER
 - PROPOSED WATER
 - PROPOSED TELSTRA
 - PROPOSED ELECTRICAL
 - PROPOSED GAS
 - POH (BY OTHERS)
 - STREET SIGN
 - TOP OF BATTER
 - TOP OF SALTER
 - MAJOR CONTOUR (0.25M)
 - MINOR CONTOUR (0.15M)
 - LOT FALL ARROW



INTERSECTION DETAIL B

WARNING

BEWARE OF UNDERGROUND SERVICES

THE LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION CANNOT BE GUARANTEED. READERS ARE ADVISED TO BE AWARE THAT ALL EXISTING SERVICES ARE SHOWN.

WARNING

OPTIC FIBRE

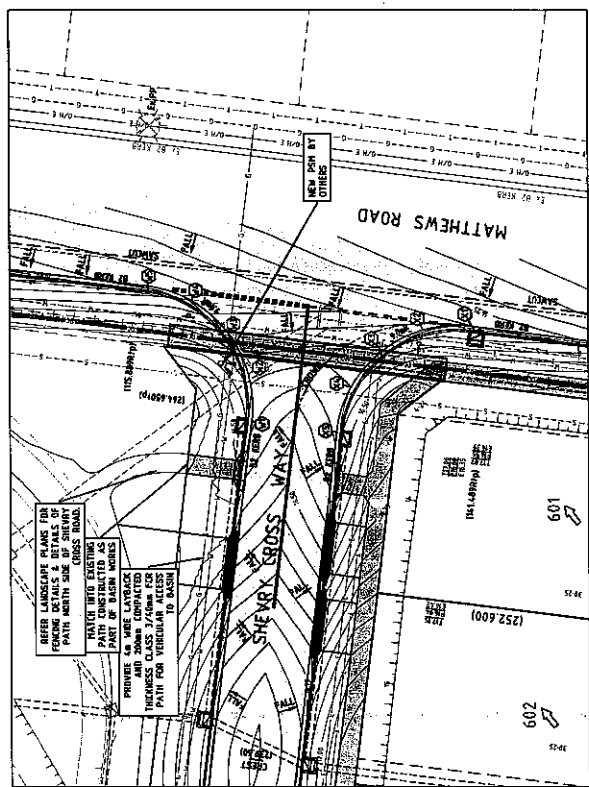
CABLE IN THE AREA

THE ACCURACY OR COMPLETENESS OF THE TELSTRA CABLE LOCATION INFORMATION IS NOT GUARANTEED. READERS ARE ADVISED TO BE AWARE THAT ALL EXISTING SERVICES ARE SHOWN.

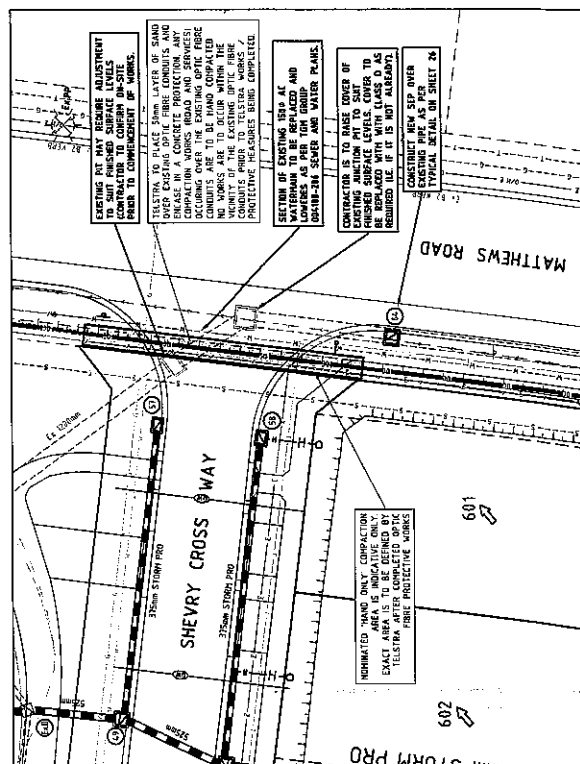
PROJECT NO. 004108-206		SHEET 7 OF 28	
CIVIL DRAWING		INTERSECTION DETAIL B AND KERB LONGITUDINAL SECTIONS	
PHALARIS PARK ESTATE		STAGE 6	
MATTHEWS ROAD		LOVELY BANKS, VIC 3221	
CITY OF GREATER GEELONG		PROJECT NO. 004108-206	
TGM Group Geelong		157-21 West Street	
Geelong VIC 3220		P 03 5205 4600	
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LEGEND - ROAD LAYOUT

FINISHED SURFACE LEVEL
EXISTING SURFACE LEVEL
TOP OF BATTER LEVELS
CONCRETE CHANGES
PROPOSED KERB AND CHANNEL
PROPOSED DRIVEWAY LAYERS
PROPOSED HOTBOX PAVEMENT
PROPOSED RE-SHEET INITIAL - SHEET 30
PROPOSED PAVEMENT
PROPOSED STORMWATER DRAINAGE
EXISTING STORMWATER DRAINAGE
PROPOSED SEWER
EXISTING SEWER
PROPOSED WATER
EXISTING WATER
PROPOSED TELSTRA
EXISTING TELSTRA
PROPOSED OPTIC FIBRE
EXISTING OPTIC FIBRE
PROPOSED ELECTRICAL
EXISTING ELECTRICAL
EXISTING OVERHEAD
PROPOSED GAS
EXISTING GAS
POH BY OTHERS
STREET SIGN
TOP OF BATTER
MAJOR CONTOUR 0.35m
MAJOR CONTOUR 0.65m
LOT FILL AREA
HAND COMPACTION ONLY
PROTECTION OF OPTIC FIBRE

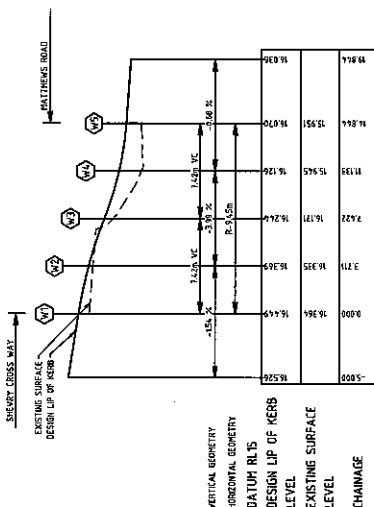


INTERSECTION DETAIL C - ROAD LAYOUT

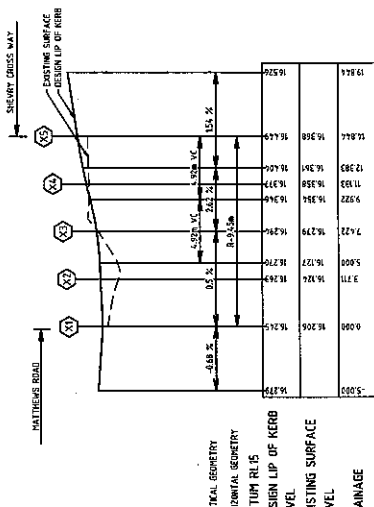


INTERSECTION DETAIL C - SERVICES LAYOUT

LTP = LEFT TANGENT POINT
RTP = RIGHT TANGENT POINT
TP = TANGENT POINT
CBST = CROWN POINT
SAG = LOW POINT
IP = INTERSECTION POINT
T = TANGENT POINT NUMBER



KERB RETURN W - LONGITUDINAL SECTION



KERB RETURN X - LONGITUDINAL SECTION

PROPOSED KERB AND CHANNEL
PROPOSED DRIVEWAY LAYERS
EXISTING STORMWATER DRAINAGE
PROPOSED STORMWATER DRAINAGE
DRAINAGE PIT NUMBER
DRAINAGE HOUSE CONNECTION
EXISTING SEWER
EXISTING WATER
EXISTING TELEPHONE
EXISTING ELECTRICAL
EXISTING GAS
EXISTING OPTIC CABLE
EXISTING OVER HEAD ELECTRICAL
EXISTING POWER POLE
PROPOSED SEWER
PROPOSED WATER
PROPOSED TELEPHONE
PROPOSED ELECTRICAL
PROPOSED GAS
GAS/WATER/RECYCLED DRAIN
LOT FILL AREA
TOP OF BATTER
EXISTING OPEN DRAIN
PROPOSED TOP OPEN DRAIN
HAND COMPACTION ONLY
PROTECTION OF OPTIC FIBRE

LEGEND

WARNING

BEWARE OF ABOVE GROUND SERVICES
ANY EXCAVATION IN THE VICINITY OF POWER POLES
TO BE IN ACCORDANCE WITH THE ELECTRICAL SAFETY
ACT 1988 AND THE REGULATIONS MADE THEREUNDER
NO 50 TONE RULES MAY ALSO APPLY

WARNING

BEWARE OF UNDERGROUND SERVICES
THE LOCATIONS OF UNDERGROUND SERVICES ARE
APPROXIMATE ONLY AND THEIR EXACT POSITION
SHOULD BE DETERMINED BY THE USER. THE USER IS
RESPONSIBLE FOR THE SAFETY OF ALL SERVICES AND SHALL
UNDERSTAND THE ELECTRICAL SAFETY ACT 1988

WARNING

OPTIC FIBRE
CABLE IN THE AREA
THE ACCURACY OF COMPLETENESS OF THE TELSTRA
CABLE LOCATION SHOWN ON THIS PLAN CAN NOT BE
GUARANTEED AND ACCORDINGLY ARE INTENDED TO BE
INDICATIVE ONLY. THE USER IS RESPONSIBLE FOR
UNDERSTANDING THE ELECTRICAL SAFETY ACT 1988



TGM Group (Geelong)
147-21 James Street
PO Box 113
Geelong VIC 3220
Tel: 03 5202 6200
Fax: 03 5202 6201
Email: info@tgm.com.au

DATE: 12/12/2014
DRAWN: PS
CHECKED: PS
DATE: 12/12/2014

PROJECT: PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

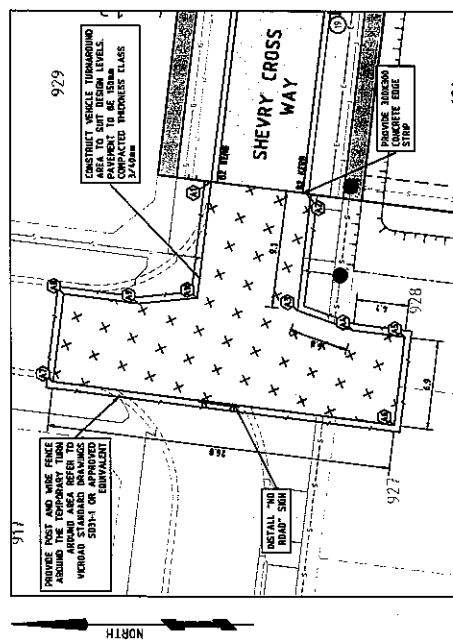
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STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

PROJECT: PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

PROJECT: PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

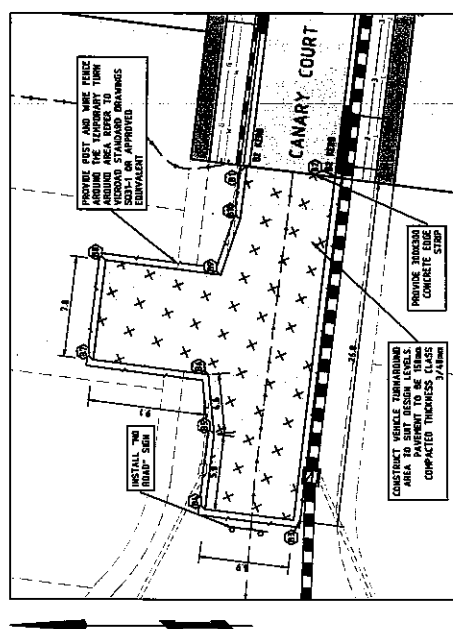
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STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

PROJECT: PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG



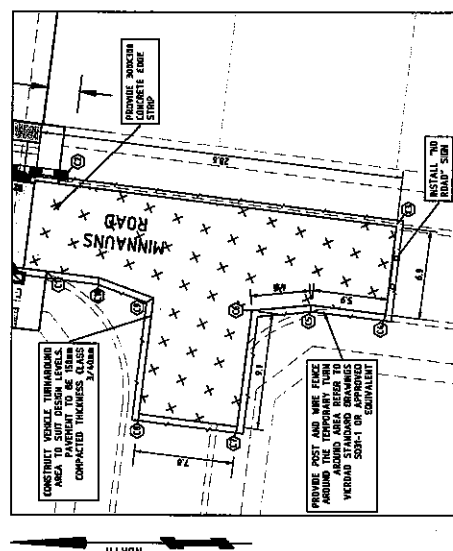
TEMPORARY TURN AROUND AREA A
SCALE 1:500

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A5	266395.444	578281.129	17.777
A6	266395.444	578281.129	17.777
A7	266395.444	578281.129	17.777
A8	266395.444	578281.129	17.777
A9	266395.444	578281.129	17.777
A10	266395.444	578281.129	17.777



TEMPORARY TURN AROUND AREA B
SCALE 1:500

POINT	EASTING	NORTHING	RL
B1	266395.444	578281.129	17.777
B2	266395.444	578281.129	17.777
B3	266395.444	578281.129	17.777
B4	266395.444	578281.129	17.777
B5	266395.444	578281.129	17.777
B6	266395.444	578281.129	17.777
B7	266395.444	578281.129	17.777
B8	266395.444	578281.129	17.777
B9	266395.444	578281.129	17.777
B10	266395.444	578281.129	17.777



TEMPORARY TURN AROUND AREA C
SCALE 1:500

POINT	EASTING	NORTHING	RL
C1	266395.444	578281.129	17.777
C2	266395.444	578281.129	17.777
C3	266395.444	578281.129	17.777
C4	266395.444	578281.129	17.777
C5	266395.444	578281.129	17.777
C6	266395.444	578281.129	17.777
C7	266395.444	578281.129	17.777
C8	266395.444	578281.129	17.777
C9	266395.444	578281.129	17.777
C10	266395.444	578281.129	17.777

WARNING
BEWARE OF UNDERGROUND SERVICES
THE LOCATION OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN

004108-206

9 28 02

CIVIL DRAWING

TEMPORARY TURN AROUND SETOUT

PHALARIS PARK ESTATE

STAGE 6

MATTHEWS ROAD

LOVELY BANKS, VIC 3221

CITY OF GREATER GEELONG

Phalaris Park.

TGM Group Geelong

1700 541 1700

Geelong VIC 3220

P.O. BOX 500

P.O. BOX 500

www.tgmgroup.com.au

DATE RECHECKED 17

LOCAL 1300

SHEET 206

DATE 17/06/04

PS 1423725, VERSION 9

113/7000/A

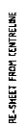
DATE 17/06/04

PS 1423725, VERSION 9

113/7000/A

SHEET: 12 OF 28 REV: 02

31

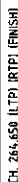
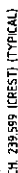


MATTHEWS ROAD (WIDENING) - ROAD LONGITUDINAL SECTION

VERTICAL GEOMETRY
(LIP OF KERB)
DATUM RL 13.0
EXISTING SURFACE
AT CENTRELINE
DESIGN SURFACE
AT HINGE POINT
DESIGN SURFACE
AT LIP OF KERB
CHAINAGE

12	28	02
<div> <div>  <p>TGM Geelong</p> </div> <div> <p>Phalaris Park.</p> </div> </div>		
<p>PHALARIS PARK ESTATE STAGE 6 ROAD LONGITUDINAL SECTIONS SHEET 3 OF 3</p>		
<p>CIVIL DRAWING</p>		
<p>12 28 02</p>		
<p>004108-206</p>		
<p>PHALARIS PARK ESTATE STAGE 6 MATTHEWS ROAD LOVELY BANKS, VIC 3221 CITY OF GREATER GEELONG</p>		
<p>DATE: 12/28/02</p>		
<p>PROJECT: ROAD LONGITUDINAL SECTIONS</p>		
<p>SHEET: 3 OF 3</p>		
<p>DATE: 12/28/02</p>		
<p>004108-206</p>		
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<p>SHEET: 3 OF 3</p>		
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<p>DATE: 12/28/02</p>		
<p>PROJECT: ROAD LONGITUDINAL SECTIONS</p>		
<p>SHEET: 3 OF 3</p>		
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DRZ: 1:100
EAT: 1:50

DATE: 14 OF 28 REV: 02

7th DECK CROSS SECTIONS


PHALARIS PARK ESTATE
STAGE 6
MATTHEWS ROAD
LOVELY BANKS, VIC 3221
CITY OF GREATER GEELONG

Phalaris Park



IGM Group Geelong
727-31 Myers Street
PO Box 1137
Geelong Vic 3220
03 5202 4600
03 5202 4651
Fax 03 5202 4681
www.igmgroup.com

DATE: DECEMBER 17
SCALE: H 1:100 V 1:500
SHEET SIZE: A3
APPROVED: *[Signature]*
PROJECT NO.: 1123/2000
FOR: LINTL PLANS
FOR: CONSTRUCTION

CLASIFICACION:	KABOON
GRUPO:	CLEWIS
SURVEY:	TGM GREEN
OWNER:	
DATE REC.	PS 7/10/22
	WORKS ARE DONE

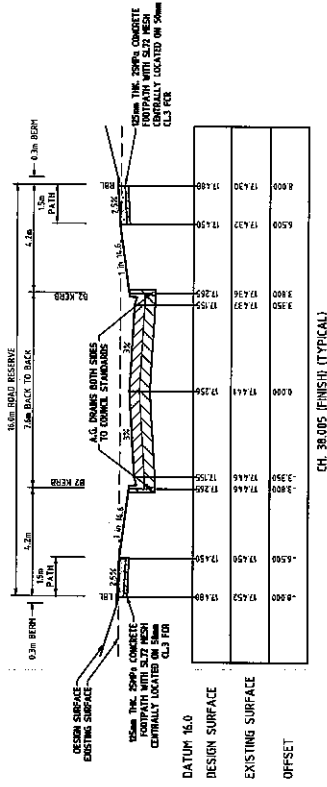
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DATE	ML
23/12/17	
31/05/18	
20/11/18	

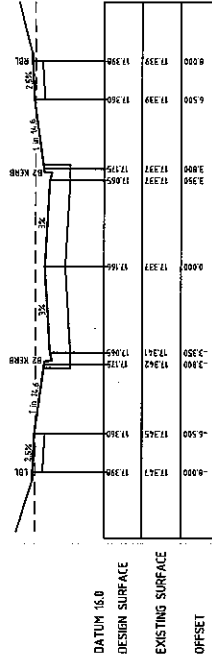
US DATED FOR	FOR APPROVAL	FOR APPROVAL	FOR APPROVAL
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[illegible]

LTP = LEFT TANGENT POINT
RTP = RIGHT TANGENT POINT
TP = TANGENT POINT
CREST = HIGH POINT
SAG = LOW POINT
IP = INTERSECTION POINT
= TANGENT POINT NUMBER



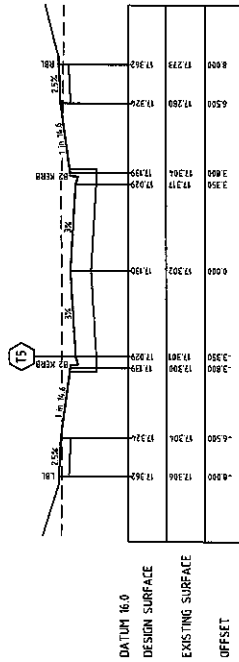
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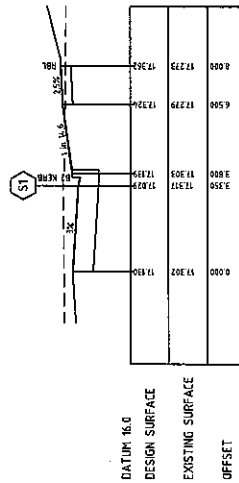
CH. 20

ROAD CROSS SECTIONS - CANARY COURT

HORIZ: 1:50
VERT: 1:50



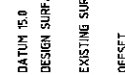
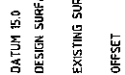
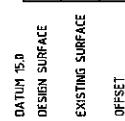
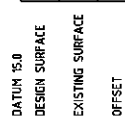
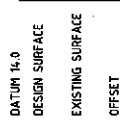
CH. 12.808 (LTP)



CH. 12.792 (START (RTP))

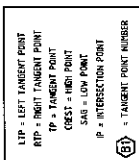
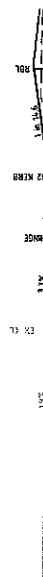
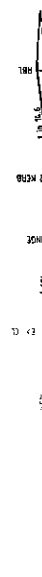
PROJECT NO. 004108-206		SHEET 17 OF 28	
CIVIL DRAWING		ROAD CROSS SECTIONS CANARY COURT	
PHALARIS PARK ESTATE STAGE 6 MATTHEWS ROAD LOVELY BANKS, VIC 3221 CITY OF GREATER GEELONG		PROJECT NO. 004108-206	
TGM Group Geelong 107/21 West Street Geelong, VIC 3220 P 03 5222 4800 A 03 5222 4800 M 03 5222 4800		DATE 17/08/2017 SCALE 1:500 SHEET 17 OF 28 PROJECT NO. 004108-206 SHEET 17 OF 28	
DATE 17/08/2017 SCALE 1:500 SHEET 17 OF 28 PROJECT NO. 004108-206 SHEET 17 OF 28		DATE 17/08/2017 SCALE 1:500 SHEET 17 OF 28 PROJECT NO. 004108-206 SHEET 17 OF 28	

HORIZ: 1100
VERT: 150

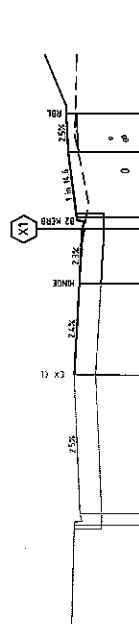
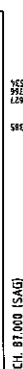
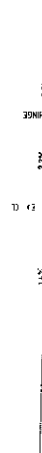


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[illegible]

[illegible][illegible]

STATION	DATE	DESCRIPTION	AMOUNT	BALANCE
100.00	10/1/01	EXISTING SURFACE	10.00	10.00
100.00	10/1/01	DESIGN SURFACE	10.00	20.00
100.00	10/1/01	OFFSET	10.00	30.00

[illegible][illegible]

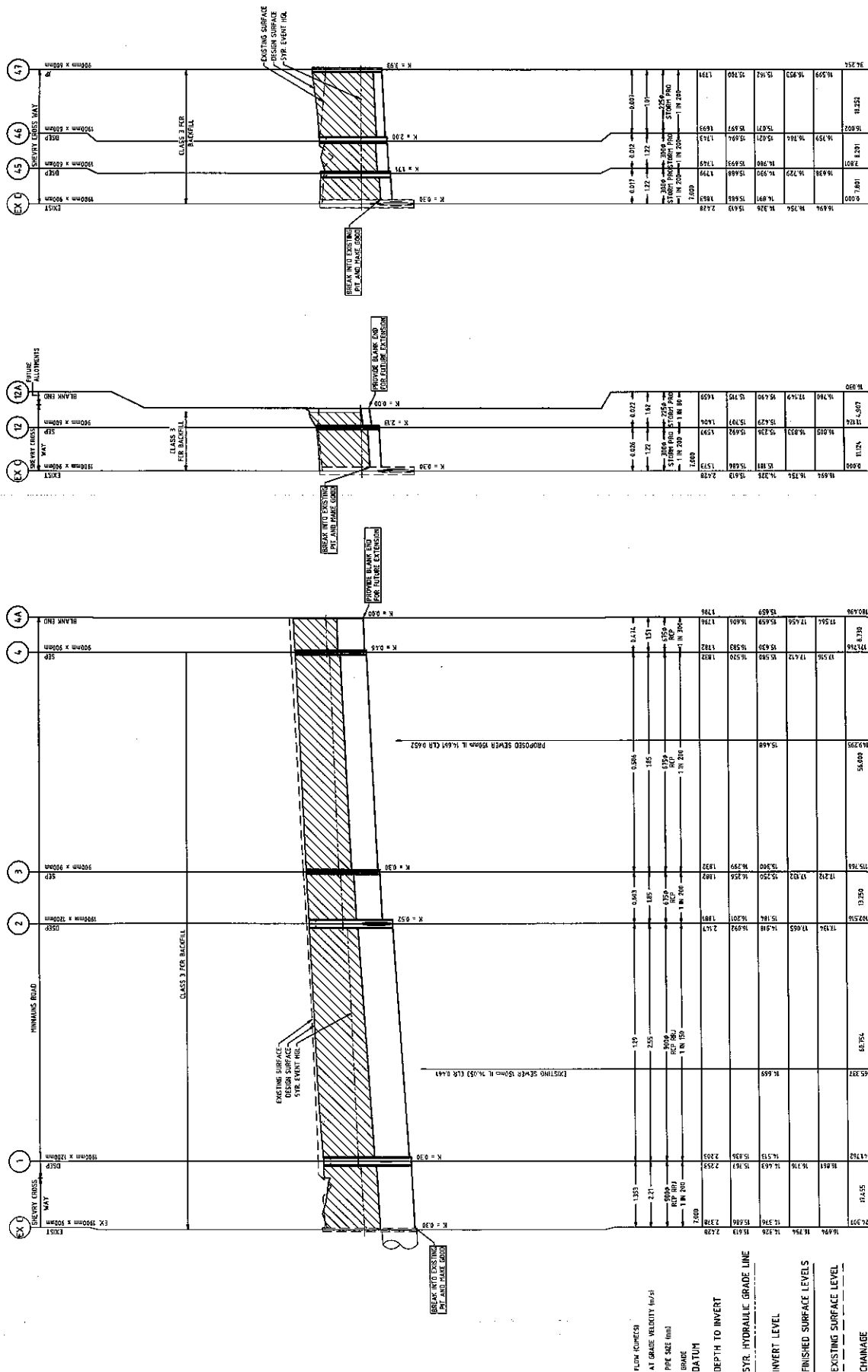
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DESIGN SURFACE	5.819	5.842	5.869	5.897	5.929	5.963
EXISTING SURFACE	5.819	5.842	5.869	5.897	5.929	5.963
OFFSET	0.000	0.000	0.000	0.000	0.000	0.000



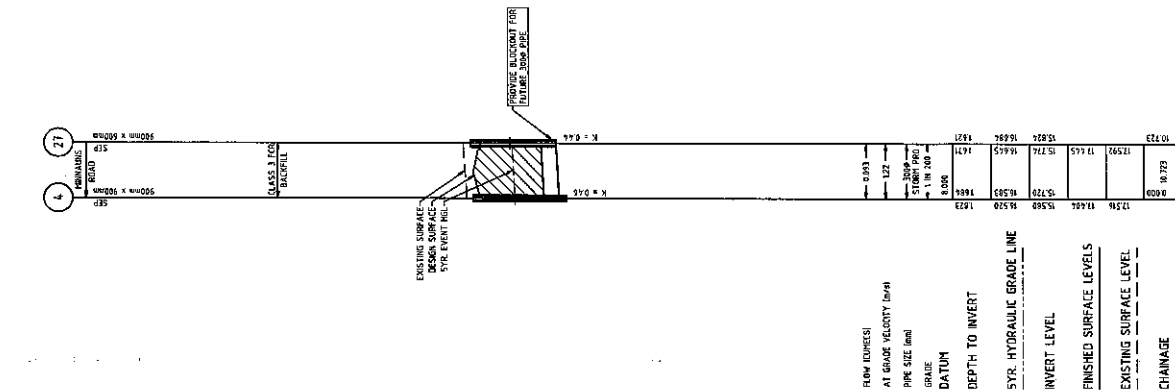
ROAD CROSS SECTIONS - MATTHEWS ROAD

[illegible]

DRAINAGE LONGITUDINAL SECTIONS



HORZ: 1:500
VERT: 1:50



FLOW EDGES] CHAINAGE

AT GRADE VELOCITY (avg)

Pipe Size (in)

GRADE

DATUM

DEPTH TO INVERT

5% HYDRAULIC GRADE LINE

INVERT LEVEL

FINISHED SURFACE LEVEL

EXISTING SURFACE LEVEL



TGM Group Geelong
102/101 Mares Street
Geelong VIC 3220
T 03 5200 4800
F 03 5200 4801
A 03 5200 4802
www.tgmgroup.com.au

DATE: 15/12/2017
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

DATE: 15/12/2017
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

DATE: 15/12/2017
DRAWN BY: [Signature]
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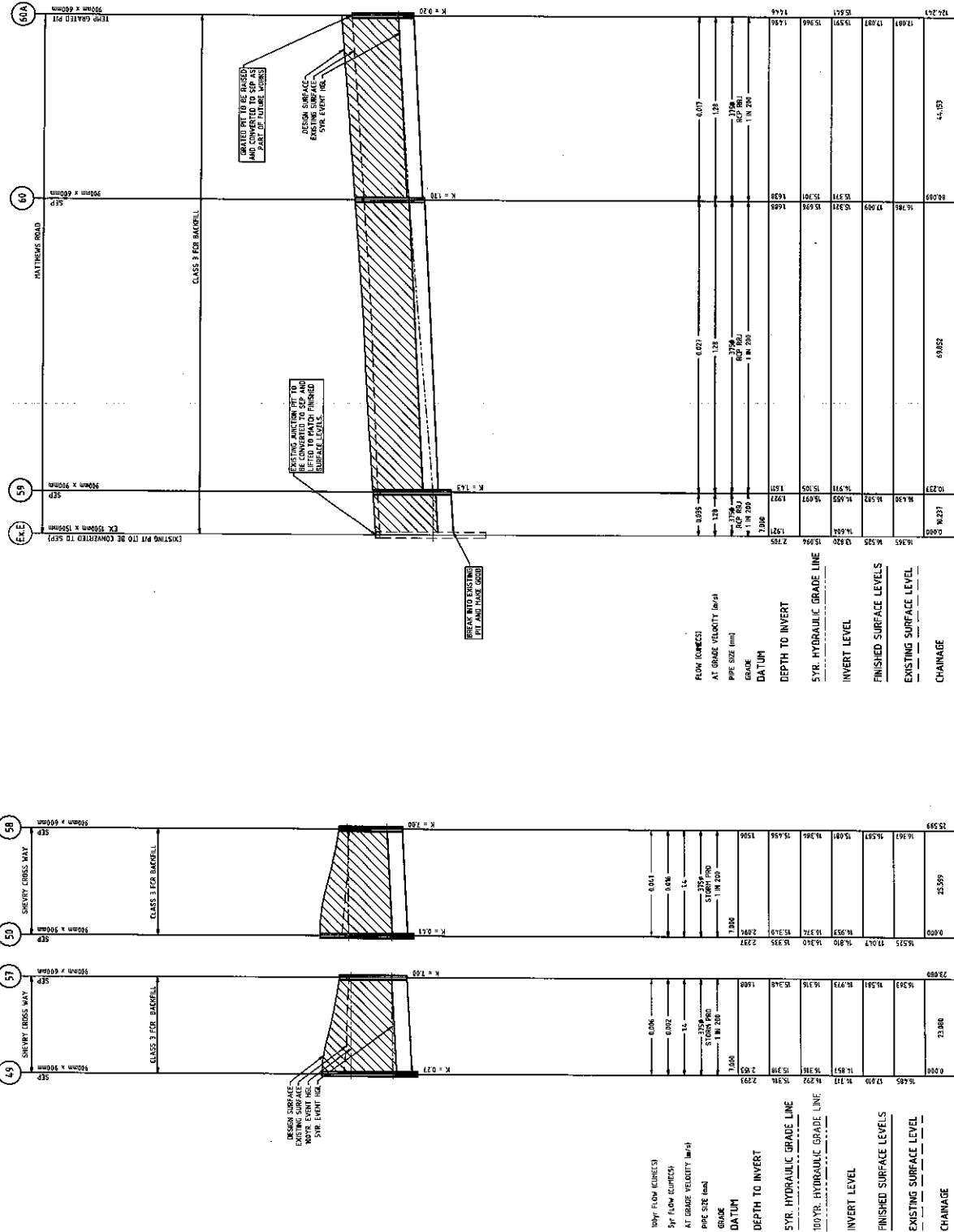
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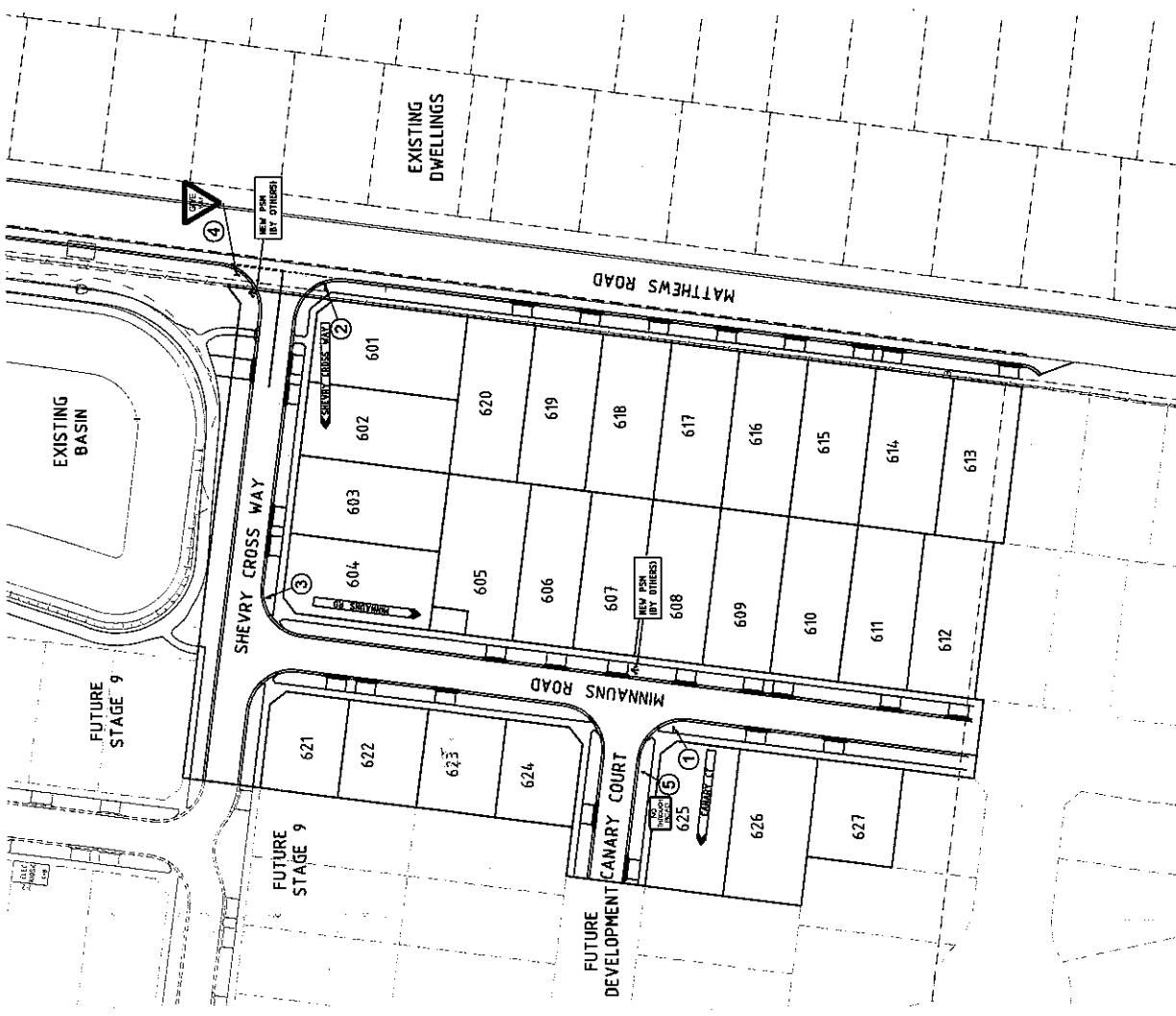
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DRAINAGE LONGITUDINAL SECTIONS

SCALE: 1:500
VERT: 1:5



SYR FLOW CURVES	SYR FLOW CURVES
AT GRADE VELOCITY (m/s)	AT GRADE VELOCITY (m/s)
PIPE SIZE (mm)	PIPE SIZE (mm)
DATUM	DATUM
DEPTH TO INVERT	DEPTH TO INVERT
SYR HYDRAULIC GRADE LINE	SYR HYDRAULIC GRADE LINE
INVERT LEVEL	INVERT LEVEL
FINISHED SURFACE LEVELS	FINISHED SURFACE LEVELS
EXISTING SURFACE LEVEL	EXISTING SURFACE LEVEL
CHAINAGE	CHAINAGE



LEGEND

PROPOSED ROAD AND CHANNEL/ DRAINAGE LAYOUTS

STREET SIGN

FOR NEW STREET

①	1 x 1	OS SERIES	STREET NAME
②	1 x 1	OS SERIES	STREET NAME
③	1 x 1	OS SERIES	STREET NAME
④	1 x 1	RH-2	ONE WAY
⑤	1 x 1	GS-1B	NO THROUGH ROAD

ALL SIGNS AND LAYOUTS TO BE COMPLETED IN ACCORDANCE WITH VIC TRADERS STANDARDS
 REFER TO VIC TRADERS STANDARDS FOR MORE INFORMATION
 PAINT TO BE WATER BASED LONG LIFE PAINT IN ACCORDANCE WITH VIC TRADERS STANDARDS

NOTICE

CULTURAL HERITAGE REQUIREMENTS

PRIOR TO ANY WORKS COMMENCING ON SITE, THE CONTRACTOR SHALL ADVISE THE VIC TRADERS STANDARDS OF ANY CULTURAL HERITAGE FEATURES IDENTIFIED ON SITE. A COPY OF THE TRIP IS TO BE KEPT ON SITE AT ALL TIMES.

WARNING

BEWARE OF UNDERGROUND SERVICES

THE LOCATION OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

SIGNAGE AND LINEMARKING PLAN

SCALE 1:500

DATE	BY	REVISION	DATE	BY	REVISION
28 DEC 2020	AL	1	28 DEC 2020	AL	1
28 DEC 2020	AL	2	28 DEC 2020	AL	2
28 DEC 2020	AL	3	28 DEC 2020	AL	3
28 DEC 2020	AL	4	28 DEC 2020	AL	4
28 DEC 2020	AL	5	28 DEC 2020	AL	5

TGM

TGM Group Geelong

172-21 Mares Street

Geelong VIC 3220

TEL: 03 5252 4500

FAX: 03 5252 4501

EMAIL: info@tgm.com.au

WEBSITE: www.tgm.com.au

Phalaris Park.

THE SIGNAGE SHOWN IS SUBJECT TO APPROVAL BY THE CITY OF GREATER GEELONG. THE SIGNAGE WILL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GREATER GEELONG SIGNAGE MANUAL.

PHALARIS PARK ESTATE

STAGE 6

MATTHEWS ROAD

LOVELY BANKS, VIC 3221

CITY OF GREATER GEELONG

SIGN AND LINEMARKING PLAN

004108-206

THIS PLAN TO BE USED FOR INDICATING AREAS OF PROPOSED CONTROLLED FILL.

THIS PLAN DOES NOT INDICATE EXISTING FILL WHICH MAY CURRENTLY BE ON SITE.

THE AREA INDICATED BY [] DENOTES AREAS WHERE THE OVERALL DEPTH OF CONTROLLED FILL EXCEEDS 300mm INCLUDING STRIPPING OF 100mm OF TOPSOIL AND EXCAVATION AND REMOVAL OF THE SILTY SAND LAYER TO THE CLAY LAYER.

THE AREA INDICATED BY [] DENOTES AREAS REQUIRING LESS THAN 200mm SHALL BE BROUGHT TO FINISHED SURFACE LEVEL USING TOPSOIL OR UNCONTROLLED FILL.

THIS PLAN SHALL NOT BE USED TO DETERMINE FILL DEPTHS ON THE ALLOTMENTS. PLEASE REFER TO THE PREPARED FILL REPORT THAT ACCOMPANIES THIS PLAN FOR THE FILL DEPTHS ON THE ALLOTMENTS.

AREAS WITH MORE THAN 300mm OF CONTROLLED FILL TO HAVE LEVEL 1 TESTING TO ENSURE 95% STANDARD COMPACTION IN ACCORDANCE WITH AS 3798-2007.

WITHIN THE SUBDIVISION, SUCH FILL AREAS REQUIRE A GEOTECHNICAL ENGINEER TO CONFIRM FILL DEPTH AND LOCATIONS

ALL CONTROLLED FILL TO BE COMPACTED TO A MINIMUM OF 95% STANDARD COMPACTION AS PER AS1289 CLAUSE F11.

FINISHED TOP OF RIDGE LEVELS
FINISHED TOE OF RIDGE LEVELS
FINISHED SURFACE LEVELS
EXISTING SURFACE LEVELS
EASEMENT
TOP OF BATTER SLOPE
TOE OF BATTER SLOPE





Nicola Tischler: MO: 04108-206

29th November 2018

Harwood Andrews
70 Gheringhap Street
Geelong, Vic 3220

To whom it may concern,

RE: PHALARIS PARK ESTATE, STAGE 6
REPORT ON FILLING – PS 740227S
REVISION 00

We advise of our report on proposed filling works on the above development. Earthworks associated with the subdivision will result in controlled fill being required on the majority of residential allotments forming the estate.

Structural fill (otherwise known as controlled fill) is any fill that will be (or may be), required to support structures or associated pavements, or for which engineering properties are to be controlled. The Australian Standard AS3798-2007 *Guidelines on earthworks for commercial and residential developments* nominates the accepted minimum degree of compaction required for fill material to be classified as structural fill. For residential sites, the minimum compaction ratio to be achieved is 95% compaction (Minimum density ratio at standard compactive effort).

In order to confirm that filling onsite meets or exceeds the requirements for structural fill in accordance with AS3798-2007, all testing will be undertaken in accordance with Level 1 inspection requirements, being the more rigorous testing regime.

Filling of allotments is as indicated by the hatched areas on the attached plan 004108-206 Fill Report Rev00 and is detailed as follows.

APPROXIMATE TOTAL COMPACTED DEPTH OF STRUCTURAL FILLING TO BE PLACED (mm)			
Lot No. per Plan of Subdivision PS 740227S	Front of Lot (min – max)	Middle of Lot (min – max)	Rear of Lot (min – max)
601	170-900	180-940	200-1010
602	720-900	890-940	920-1010
603	480-890	790-920	790-990
604	90-810	130-810	160-790
605	170-720	700-850	820-990
606	160-700	680-820	800-950
607	150-680	670-800	780-920
608	140-670	650-770	760-890
609	130-650	590-760	700-860
610	130-590	540-700	650-820
611	120-540	530-650	640-770
612	110-530	520-640	640-760
613	330-600	580-680	660-760
614	300-640	600-720	680-770

Lot No. per Plan of Subdivision PS 740227S	Front of Lot (min – max)	Middle of Lot (min – max)	Rear of Lot (min – max)
615	160-670	640-750	720-820
616	120-700	670-780	750-860
617	100-720	700-810	780-890
618	120-760	720-840	810-920
619	150-800	760-870	840-960
620	180-890	800-1010	870-1000
621	0-740	0-770	0-580
622	0-520	410-860	520-1040
623	0-490	440-630	470-770
624	20-470	30-500	30-520
625	50-440	40-440	30-460
626	50-440	420-540	440-540
627	40-400	330-470	350-540

The fill depths are based on the assumption that areas requiring less than 200mm of material to achieve finished surface will be spread with topsoil or uncontrolled fill. Areas requiring more than 200mm of material to achieve finished surface, shall have 100mm of topsoil will be excavated prior to placement of the controlled fill, with the topsoil to be re-spread over the completed fill to achieve the required profile and levels. This will result in a total fill depth of 300mm (200mm fill + 100mm re-spread topsoil).

Areas with more than 300mm of fill (200mm of controlled fill + 100mm of re-spread topsoil) shall be tested to Level 1 testing requirements of AS 3798-2007.

Within the subdivision, topdressing of disturbed areas on all allotments up to a depth of 200mm may be required during the subdivision works, and filling of localised depressions resulting from construction traffic up to 300mm in depth may be required. No allowance has been made for filling of trenches contained within easements onsite.

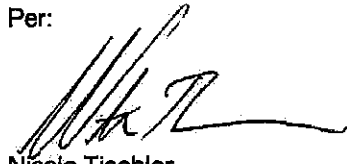
Disclaimer

This report is limited to that filling resulting from the subdivision works and does not take account of any previous filling that may have been placed on the property prior to the subdivision. We are unaware of any such previous filling.

We would recommend that purchasers of all allotments in the subdivision make their own arrangements for a soil/filling investigation of the allotments prior to settlement of Contracts, to ensure that they are aware of the actual circumstances with regard to filling.

Yours sincerely,
TGM GROUP PTY. LTD

Per:



Nicola Tischler
Project Manager

Encl:

- 004108-208 Fill Report Rev00



PO BOX 104
GEELONG VIC 3220
DX 22063 GEELONG

TELEPHONE 03 5272 5272
FACSIMILE 03 5272 4486
www.geelongaustralia.com.au

TGM Engineers & Surveyors
PO BOX 1137
GEELONG VIC 3220

7 March 2018

PI: 318460
PP: PP-1123-2004/A

Dear Sir/Madam,

Re: Planning Permit Application No.: PP-1123-2004/A
Address: 207-239 Purnell Road & 445-475 Anakie Road, Lovely Banks
Proposal: Multi-Lot Staged Subdivision

I acknowledge your request for an extension of time to the above permit pursuant to Section 69 of the Planning and Environment Act 1987.

I would like to advise you that the permit has been extended and a copy of the extended permit is attached.

All stages of the plan of subdivision must be certified by 2 December 2020 and all stages are to be completed within five years of the date of certification of the plan of subdivision for that stage.

Please note that the approval of further extensions of time cannot be guaranteed.

Should you require any further information please contact **Susan Brown** on 03 5272 5086 or sbrown@geelongcity.vic.gov.au

Yours sincerely

SUSAN BROWN
STATUTORY PLANNER

STATUTORY PLANNING
100 BROUGHAM STREET, GEELONG

PLANNING PERMIT

Permit No. PP-1123-2004/A
Planning Scheme Greater Geelong Planning Scheme
Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 207-239 PURNELL ROAD & 445-475 ANAKIE ROAD,
LOVELY BANKS

THE PERMIT ALLOWS MULTI-LOT STAGED SUBDIVISION GENERALLY IN
ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the certification of the Plan of Subdivision the plan submitted shall be modified to show the following:
 - Plantation Reserves to be deleted;
 - A 5000 square metre Drainage Reserve to be provided abutting Matthews Road adjacent to the existing drainage in Mathews Road;
 - A Municipal Reserve equivalent in area to 5% of the total site to be provided adjacent to the Drainage Reserve;
 - The turning area on all courts is to be moved further to the west; and
 - Details of larger site on the southern end of the site.

The layout and site dimensions of the proposed subdivision, including the area referred to as a drainage reserve, as shown on the endorsed plan(s) shall not be altered or modified without the written consent of the Responsible Authority.

2. The permit will expire if one of the following circumstances applies:
 - a) All stages of the subdivision are not certified withing five (5) years of the date of the amended permit.
 - b) If a Statement of Compliance for the final stage of the development is not issued within five (5) years from the date the plan of subdivision for that stage was certified.

The Responsible Authority may extend the periods referred to above if a request is made in writing before the permit expires or within three (3) months afterwards.

3. A Construction Management Plan shall be submitted with the engineering plans and shall address control of site emissions during construction and the defects liability period to the satisfaction of the Responsible Authority.

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4. Drainage easements in favour of the City of Greater Geelong for each stage shall be created on the plan submitted for certification to the satisfaction of the Responsible Authority.
5. The plan of subdivision for each stage shall include a restriction sheet to prohibit development of multi-dwellings on all lots and permitting no further subdivision of any lots, except those nominated. The sites to be exempt from the restriction will be nominated by the Responsible Authority prior to the certification of each stage of the subdivision.
6. A neighbourhood design plan including building envelopes in accordance with the relevant standards of Clause 54 of the Greater Geelong Planning Scheme for lots between 300 and 500 square metres in area shall be prepared for each stage to the satisfaction of the Responsible Authority and endorsed as part of this permit. Development of these lots shall be in accordance with the neighbourhood design plan.
7. The plan of subdivision shall include a restriction sheet showing the building envelopes in accordance with the approved neighbourhood design plan. The restriction shall require any building or development on the lots to accord with the building envelope.
8. The subdivider shall provide a list of proposed street names for approval and provide and place relevant signs.
9. Roads created by the proposed subdivision as shown on the endorsed plan shall be constructed to a full construction standard except that footpath will be required in accordance with Council policy and shall accord with plans and specifications approved by the City of Greater Geelong under the provisions of Part 3 of the Subdivision Act 1988.

Any components relating to the full construction of a road which are not included in the scope of works shown on the approved plans and specifications may be subject to future construction under the provision of Part A to the Local Government Act 1989.

The road details, layout and construction shall be to standards to be determined by the City of Greater Geelong at the time of certification of the plan of subdivision for each stage as shown on the endorsed plan.

10. Concrete kerb and channel and footpath shall be constructed across the Mathews Road frontage of the subdivision at the full cost of the subdivider.
11. The road pavement shall be widened and sealed/asphalted in Mathews Road between the existing edge of seal and the proposed kerb and channel to the satisfaction of the Responsible Authority.
12. An internal underground stormwater drainage system including a detention basin in the Drainage Reserve shall be constructed within easements and/or road reserves to cater for all lots, roads, streets and courts created by the subdivision and the surrounding developed and undeveloped area all to the satisfaction of the Responsible Authority.
13. Street lighting is to be provided within and abutting the subdivision at the full cost of the subdivider.

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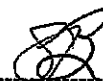
Signature of the
Responsible Authority: _____



14. The subdivider shall construct a reinforced concrete footpath, loam and sow down, landscape, etc., within and abutting the Council Reserves to the satisfaction of the Responsible Authority.
15. Suitable vehicle access barriers shall be provided across the entrance of the Council Reserves, one of these shall be de-mountable to allow access to Council maintenance vehicles. The location of these barriers shall be determined by the Responsible Authority.
16. A landscaping plan shall be prepared for the Council Reserves and submitted to the Responsible Authority for approval. The approved plan shall be endorsed and form part of this permit. The plan shall show the botanical name, height and width at maturity and location of all vegetation to be used.
17. The landscaping plan shall be prepared by a qualified Landscape Architect who is a member of the Australian Institute of Landscape Architects, or a person with a suitable background in horticultural science or an allied field.
18. The landscaping specified on the approved landscaping plan shall be established prior to the issue of a Statement of Compliance and shall be maintained in good order and condition including watering of trees/shrubs for a twelve (12) month period thereafter to the satisfaction of the Responsible Authority.
19. The subdivider shall erect a standard paling fence on the boundaries of the Council Reserve to the satisfaction of the Responsible Authority and at no cost to Council.
20. No topsoil shall be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit shall be stockpiled on the site for later redressing of the land.
21. All disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil and, where appropriate, re-vegetated and stabilised to the satisfaction of the Responsible Authority to prevent any erosion or siltation either on or adjacent to the land.
22. A pro-rata main drainage levy at the approved ruling rate at the time of payment shall be made towards the cost of existing and future main drainage works.
23. The subdivider shall contribute the cost of planting street trees in accordance with Council policy.

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24. Prior to the certification of the plan of subdivision a plan for acoustic measures to be implemented as part of the development of the subdivision to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Before approving any plan the Responsible Authority must refer the proposed plan to Vic Roads and have regard to any submission Vic Roads might make in relation to the plan. The plan must ensure that the external noise levels resulting from freeway traffic on lots within the subdivision will not exceed 63 dB(A) L10 (18hr) measured between 6.00 a.m. and midnight having regard to traffic volumes and road surface conditions on the freeway which might reasonably be anticipated 10 years from completion. The plan must include:

- (a) The location and design detail of any noise attenuating structures;
- (b) Arrangements for the longer term maintenance of any noise attenuating structures.

Prior to the issue of a Statement of Compliance in respect of the permitted subdivision the approved plan for acoustic measures must be implemented to the satisfaction of the Responsible Authority. *

25. Conditions required by Vic Roads: *

- (a) Direct access from the future Geelong Bypass (currently land reserved under public Acquisition Overlay in the Greater Geelong Planning Scheme for the Geelong Bypass) will not be permitted.
- (b) All access to the proposed subdivision shall be via Mathews Road in accordance with the submitted plan.
- (c) A plantation reserve contiguous with the western boundary of the subject land, as previously advised, is not required of the development.
- (d) Deleted *
- (e) Deleted. *
- (f) Deleted. *
- (g) Deleted. *
- (h) Deleted. *

26. Conditions required by Powercor Australia Limited: *

- (a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Limited in accordance with Section 8 of that Act.
- (b) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards. (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.

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Signature of the Responsible Authority: 

- (c) The applicant shall re-arrange, to the satisfaction of Powercor Australia Limited, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- (d) The applicant shall set aside on the plan of subdivision for the use of Powercor Australia Ltd a reserve(s) satisfactory to the Authority, where any electric sub-station (other than a pole mounted type) is required to service the subdivision.
- (e) The applicant shall provide easements satisfactory to Powercor Australia Limited, where easements have not been otherwise provided, for all existing Powercor Australia Limited electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Limited.
- (f) The applicant shall obtain for the use of Powercor Australia Limited any other easement external to the subdivision required to service the lots.
- (g) The applicant shall adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.
- (h) The applicant shall obtain the approval of Powercor Australia Limited to lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- (i) The applicant shall provide to Powercor Australia Limited, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

27. Conditions required by Barwon Water: *

General

- (i) An easement in favour of Barwon Water over its assets. The easement is to be 2m wide. It should be noted if further easements are required following design of reticulation mains, Barwon Water prior to release of the subdivision would require any necessary amendments to be made to the plan. No building will be permitted to be constructed within this easement.
- (ii) Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of that Act.

Water

- (i) The provision of water supply services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations.
- (ii) The payment of a Developer Charge for water supply for the subdivision. This charge reflects the additional demand placed on the water system by this development.

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Responsible Authority: 

Sewer

- (i) The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements, and Victorian Plumbing Regulations. Individual connection branches are to be installed and extended into each allotment.
- (ii) The payment of a Developer Charge for sewer for the subdivision. This charge reflects the additional loading placed on the sewerage system by this development.

NOTE : The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number 60/061/11116.

28. Conditions required by Telstra: *

- (a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- (b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- (c) The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.
- (d) The plan of subdivision submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

NOTE: Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.

29. Conditions required by TXU: *

- (a) Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- (b) The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Date Issued: 11 April 2005

Signature of the
Responsible Authority: _____



THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date	Brief Description
15 February 2006	Planning Permit 1123/2004 was extended by the City of Greater Geelong for a further two (2) years. The development must now commence by 11/04/2009 and be completed within five (5) years of the date of commencement.
27 March 2009	Planning Permit 1123/2004 was extended by the City of Greater Geelong for a further twelve (12) months. The development must now commence by 11/04/2010 and be completed within twelve (12) months of the date of commencement.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
2 December 2010	<p>The permit has been amended to allow</p> <ul style="list-style-type: none"> • Preamble to be altered (as directed by VCAT 25/11/2010) to read 'Multi-Lot staged subdivision; • Amendment to wording of Conditions 1,2,4,5 and 6.

Note 1: Under Part 4, Division 1A of the Planning and Environment Act, 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Note 2: The words "date of this permit" in any expiry condition of this permit refers to the date of issue of the "original" permit (and not the date of the amendment of this permit).

Date Issued: 11 April 2005

Signature of the
Responsible Authority: _____



THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date	Brief Description
17 December 2015	Planning Permit 1123/2004/A was extended by the City of Greater Geelong. All stages of the plan of subdivision must be certified by 2 December 2017 and all stages are to be completed within five (5) years of the date of certification of the subdivision plan for that stage.
7 March 2018	Planning Permit PP-1123-2004/A was extended by the City of Greater Geelong. All stages of the plan of subdivision must be certified by 2 December 2020 and all stages are to be completed within five years of the date of certification of the plan of subdivision for that stage.

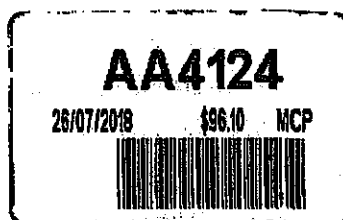
Date Issued: 11 April 2005

Signature of the
Responsible Authority: _____



Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958



Lodged by

Name: Harwood Andrews
Phone: 5225 5225
Address: 70 Gheringhap Street, Geelong 3220
Reference: 2SSM: 21804042
Customer Code: 2235J

This memorandum (containing 3 pages) contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions

1. Definitions

In this memorandum, unless the context otherwise requires:

Dwelling has the same meaning as set out in the Land Use Terms of the planning scheme that applies to the Land.

Main Street frontage means the street frontage that allows the most direct access to the front door.

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

Land means the land described in the Transfer Form, being a lot created by the Plan of Subdivision and if permitted, includes any lot created by further subdivision.

Lot has the same meaning as in the *Subdivision Act 1988 (Vic)*, being a lot created by the Plan of Subdivision and if permitted, includes any lot created by further subdivision.

Plan of Subdivision means the relevant plan of subdivision to which this memorandum of common provisions applies as a consequence of registration of either:

- the Plan of Subdivision; or
- the Transfer Form,

and describes the benefitted and burdened land as the land in the relevant plan of subdivision.

Side boundary means a boundary of a lot that runs between and connects the Main Street Frontage of the lot to the rear boundary of the lot.

Transfer Form means the transfer of land form approved in Victoria, that when registered, will record on the folio of the Register for the Land, the restrictive covenants contained in this memorandum of common provisions.

Transferee means the person named in the "Transferee" panel in the Transfer Form including any executor, administrator, successor, assignee or transferee of the Transferee and, if there is more than one Transferee, each of them, and the registered proprietor or proprietors for the time being of the Land.

Transferor means the person named in the "Transferor" panel in the Transfer Form and if there is more than one Transferor, each of them, and their respective executors, administrators, successors, assignees and transferees.

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

2. Creation of Restrictive Covenants

2.1 Clauses 3 to 8 are restrictive covenants that affect all lots on the Plan of Subdivision. The land benefitted by the restrictions is all the lots on the Plan of Subdivision. The land burdened by the restrictions is all the lots on the Plan of Subdivision.

2.2 The restrictive covenants described in clause 2.1:

- (a) are intended by the Transferee to burden the Land; and
- (b) will be noted and appear on every future folio of the Register for the Land or any part of it.

2.3 The restrictive covenants described in clause 2.1 will expire on 31 December 2028.

3. Use of Land

- 3.1 No building may be erected or permitted to remain of the Land, except a single, private Dwelling.
- 3.2 Not more than one Dwelling may be erected or permitted to remain of the Land.
- 3.3 The Land may not be further subdivided or consolidated with any other Lot in the Plan of Subdivision.

4. Design Requirements

No Dwelling must be built unless it complies with the following guidelines numbered 4.1 to 4.7:

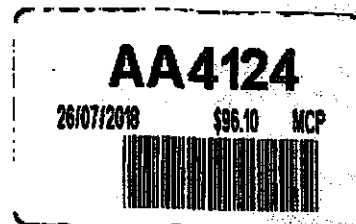
4.1 Building Materials

- (a) The external walls must be constructed of at least 75% brick, brick veneer, stone, rendered concrete or rendered brick (not including the windows or doors).
- (b) The roof and external walls must not be constructed of uncoated aluminium or steel.

4.2 Service Locations

The following items must not be visible from the Main Street Frontage:

- (a) any energy conservation equipment;
- (b) air conditioners and/or evaporative coolers;
- (c) water systems;
- (d) rain water tanks;
- (e) any clothes line or hoist (or hang any washing, towels, bedding, clothing or other articles of a similar nature from any clothes line, hoist or railing);
- (f) swimming pool and/or sauna related heating equipment;
- (g) solar hot water tanks;
- (h) refuse bins;
- (i) external waste plumbing (but not including down pipes and guttering).



4.3 Driveways

The following standards will be adhered to:

- (a) Driveways must be constructed of paving blocks, asphalt, exposed stone concrete, brick or concrete.
- (b) Construction of any driveway and/or crossover must be completed before the date of issue of the certificate of occupancy for the Dwelling constructed on the land.

4.4 Garage Design

- (a) All dwellings must provide accommodation for at least a one vehicle garage, that must be integrated into the design of the dwelling and constructed of the same materials.
- (b) Carports are prohibited.

4.5 Outbuildings and sheds

An outbuilding of any type must not exceed 3.3 metres in height from the natural surface level in respect of lots less than 800 m² and 3.6 metres from the natural ground level of a lot greater than 800 m².

4.6 Landscape design requirements

- (a) The Land will have an appropriately designed garden that compliments the dwelling design.
- (b) Front yards and nature strips must not be allowed to become or remain unkempt or untidy.
- (c) Letterboxes must be constructed of material consistent with that of the Dwelling.

4.7 Fencing

- (a) Rear and boundary fences must be installed to a minimum height of 1.8 metres.
- (b) Side boundary fences must taper forward of the front building line to the Main Street Frontage to a height less than 1.2 metres.
- (c) Fencing to side streets (secondary frontage) on corner allotments must not exceed a maximum height of 1.8 metres for more than 50% of their length.

- (d) All fencing must be constructed of the same material.

5. Construction timeline requirements

- 5.1 Landscaping works to the front of the Dwelling must not be completed later than 2 years after the issue of the occupancy permit.
- 5.2 A driveway or crossover must not be left or cause to be left incomplete or partially constructed after the date of issue of the occupancy permit for the Dwelling.

6. Use of the Land after construction of dwelling

The Transferee and any other occupier of the Land, but excluding the Transferor, must not:

- 6.1 house vehicles on the Land other than in a garage or driveway on the Land.
- 6.2 permit any boat, trailer, caravan, or such similar items to be visible from the Main Street Frontage.
- 6.3 permit any children's' play equipment to be visible from the Main Street Frontage
- 6.4 permit any dwelling constructed on the land to be used for the purposes of a display home or for the purposes of marketing display homes unless the prior written consent of the Transferor is obtained.
- 6.5 erect or allow to remain erected on the land any sign, hoarding or similar structure unless it is for the sale or lease of the Dwelling and complies with any requirements under the relevant planning scheme.
- 6.6 use the Land for any purpose other than residential purposes and must not cause or permit the Land or any part of it to be used for the purpose of carrying on any noxious or offensive trade or activity.

7. Construction requirements

No Dwelling must be built on the Land unless:

- 7.1 A temporary fence is constructed on site before construction works commence;
- 7.2 Waste receptacles are only located on Land and not on nature strips; and
- 7.3 Cages are provided on the construction site for storing and containing waste product.
- 7.4 Cages are provided on the construction site for storing and containing waste product.

8. Keeping of animals

The Transferee and any other occupier of the Land must not use the land or any part of it for the keeping of horses, cattle, sheep, goats, pigs, poultry, greyhounds, pigeons or pigeon lofts, dog boarding kennels, cat boarding kennels or other livestock except for dogs, cats or other bona fide domestic pets.

