

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

VOLUME 10428 FOLIO 192

Security no : 124100342077D

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LAND DESCRIPTION

Lot D on Plan of Subdivision 420429Q.

PARENT TITLES :

Volume 06603 Folio 583 Volume 08463 Folio 728 Volume 08536 Folio 124

Volume 08945 Folio 507

Created by instrument PS420429Q 15/02/1999

REGISTERED PROPRIETOR



ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT D591919 17/12/1969

CAVEAT AU776117C 06/09/2021

Caveator

TRUPEAHKUMAR RAJENDRAKUMAR PATEL

Grounds of Claim

PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

06/09/2021

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

IDEAL CONVEYANCING

Notices to

ANGELA CRAVEN of SUITE 23 LEVEL 1 445 PRINCES HIGHWAY OFFICER VIC 3809

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.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987

W034744G 07/05/1999

DIAGRAM LOCATION

SEE PS420429Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Page 2 of 2

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

Street Address: 160 HOLM PARK ROAD BEACONSFIELD VIC 3807

DOCUMENT END

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Document Identification	D591919
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WEIGALL & CRO
VICTORIA

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REGD.

CREATION OF EASEMENT

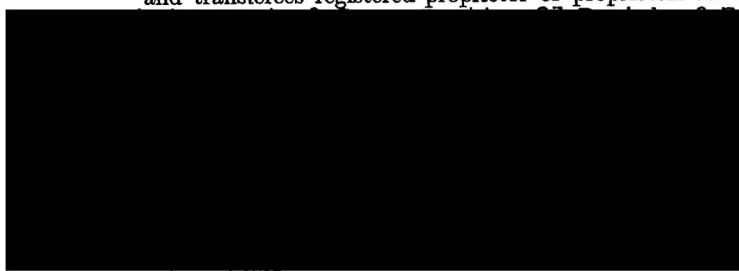
VIVA FRANCES ROCHE Married Woman

of Irving Road, Toorak.

3

(hereinafter called "the Owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of NINE HUNDRED AND FORTY DOLLARS FIFTY CENTS (\$940.50)

paid to me by the VICTORIAN PIPELINES COMMISSION (hereinafter called "the Commission") DO HEREBY TRANSFER AND GRANT unto the Commission and its successors and transferees registered proprietor or proprietors for the time being of ALL THAT piece of land commencing and being the whole of



the land comprised in Certificate of Title entered in the Register Book Volume 8727 Folio 144 FULL AND FREE RIGHT AND LIBERTY to and for it and them and its and their contractors servants agents and workmen at all times hereafter for the purposes of the Victorian Pipelines Commission Act 1966 :—

(a) TO ENTER AND RE-ENTER in and upon ALL THAT piece of land delineated and colored red on the plan drawn hereon or annexed hereto and marked "A" and being part of Crown Allotment 34 (and part of a former Government Road Parish of Pakenham and being part of the land more particularly described in Certificate of Title Volume 8536 Folio 124.

(which land is hereinafter referred to as "the servient tenement") and to bring on or remove therefrom any plant equipment or materials and to construct re-construct or demolish any works and to excavate trenches and for footings or foundations and to lay or erect or place in on under over along or across the servient tenement and from time to time to repair remove renew re-lay or re-erect any pipes or systems of pipes for the conveyance of hydrocarbons in a gaseous state and any ancillary equipment and works associated with any such pipes or systems of pipes at any place or places and in any position or positions PROVIDED ALWAYS that the upper surface of any such pipes or systems of pipes when laid shall be approximately three feet below the surface of the servient tenement but any ancillary equipment and works associated therewith may extend up to or be upon or above the surface.

(b) To erect and maintain any gates upon the servient tenement and any temporary fences during any period of construction or maintenance of works.

(c) To fell and remove any tree or any limb or limbs of any tree and remove any obstructions upon the servient tenement and to carry out thereon any digging cutting excavating grading and re-grading.

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- (d) To go pass and repass for all of the purposes aforesaid either with or without vehicles machines plant and equipment through over and along the servient tenement.
- (e) To use the servient tenement for all purposes of and incidental to the transmission of hydrocarbons in gaseous state.
- (f) To keep the servient tenement free of any buildings whatsoever and free from any obstructions above the surface.
- (g) To maintain inspect alter repair duplicate add to renew use take up remove and replace all works and installations.
- (h) To enter re-enter and pass on foot or on horseback or in any vehicle or machine over and along the servient tenement as often as the Commission or its officers may desire for the purpose of protecting inspecting maintaining altering repairing duplicating adding to renewing using taking up removing or replacing all works and installations.

PROVIDED ALWAYS that nothing herein contained shall be deemed in any way to restrict limit or detract from any right power authority or immunity of the Commission or its successors under or by virtue of the Victorian Pipelines Commission Act 1966 or any amendment thereof or any other statute or regulation which now or hereafter may confer any rights powers authorities or immunities on the Commission.

AND PROVIDED FURTHER that the Commission will at all times fill in any excavations made in the exercise of the powers and rights hereby granted and leave the servient tenement reasonably level and free from rubbish and debris and will pay to the Owner reasonable compensation for disturbance caused by the execution by the Commission of any works on or in the servient tenement which may be carried out after completion of the initial works to be performed and constructed thereon or therein.

AND the Owner for himself his heirs executors and administrators and transferees registered proprietor or proprietors for the time being of the servient tenement HEREBY COVENANTS with the Commission and its successors and transferees registered proprietor or proprietors for the time being of the land firstly hereinbefore described not to erect on any part of the servient tenement any building or ~~other structure or place thereon any obstruction or to cultivate or dig or excavate any part of the surface~~ of the servient tenement to a depth greater than one foot without the previous consent in writing of the Commission first had and obtained.

AND IT IS HEREBY AGREED AND DECLARED that in the interpretation of this Instrument the singular number shall include the plural number and vice versa and the masculine gender shall include the feminine and neuter genders.

A

VICTORIAN PIPELINES COMMISSION

Easement required for ~~DUTSON-DANDENONG NATURAL GAS PIPELINE~~

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Owner **VIVA FRANCES ROCHE**

Address **59 IRVING ROAD**

TOORAK

Part of Allotment **34**

Section.

Parish of **PAKENHAM**

County of **MORNINGTON**

Area a. r. p.
2 - 1 - 16

Certificate { Vol. **8536**
Fol. **124**

Scale:- **800 FEET** to an Inch.



DD591919-2-8

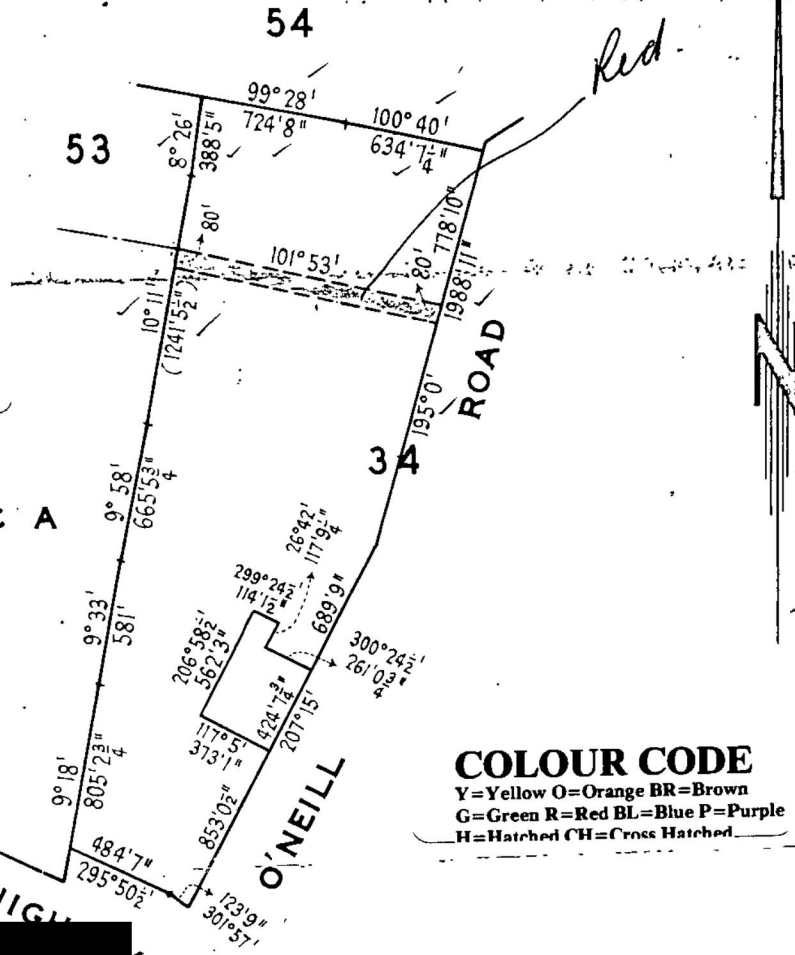
SEC A

PRINCES HIGH

O'NEILL

COLOUR CODE

- Y=Yellow O=Orange BR=Brown
- G=Green R=Red BL=Blue P=Purple
- H=Hatched CH=Cross Hatched



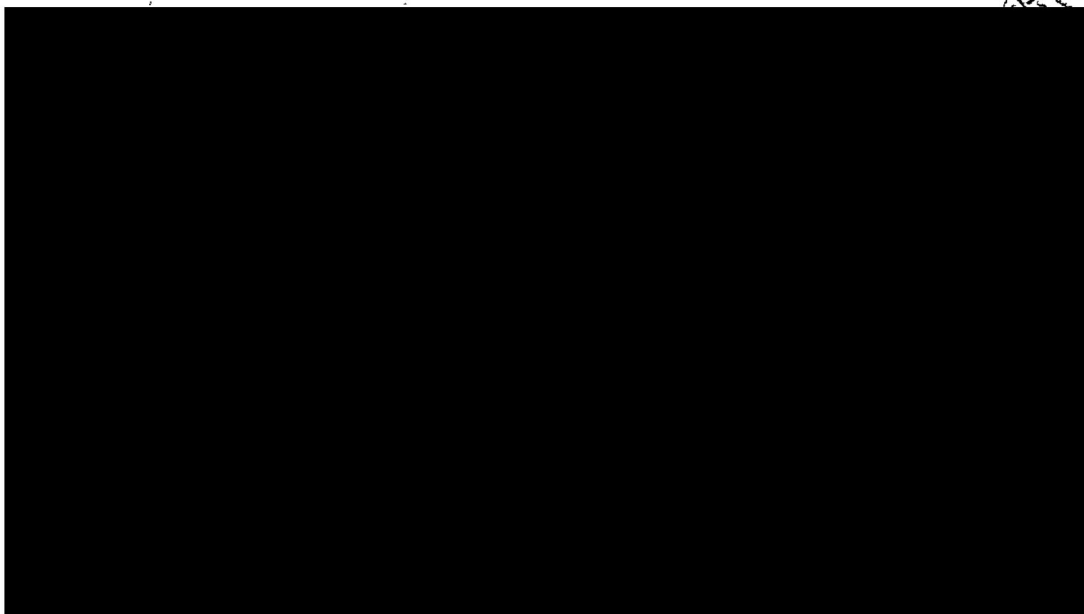
Survey for VICTORIAN PIPELINES COMMISSION

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**INTENTIONALLY
BLANK**

THE COMMON SEAL of VICTORIAN PIPELINES }
COMMISSION was hereunto affixed by the authority }
of the Commission and is hereby attested by :— }



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VIVA FRANCES ROCHE

VIVR

VICTORIAN PIPELINES COMMISSION

CREATION OF EASEMENT

WEIGALL & CROWTHER
SOLICITORS
83 WILLIAM STREET
MELBOURNE, 3000.

DFB

626121

Horton, Partridge & Co. Pty. Ltd., Printers, Melbourne.

A memorandum of the within instrument
has been entered in the Register Book.



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Document Identification	W034744G
Number of Pages (excluding this cover sheet)	23
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Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987



- 7 MAY 1999
RELODGED

~~W055644U~~
W034744G
070599 2300 173 \$0

Lodged by:

IMAGED

Name : CLAYTON UTZ
Phone : 9286 6000
Address : Level 18, 333 Collins Street, Melbourne Vic 3000
Ref: 965/1334765
Customer Code: 1416K

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land : Certificates of Title Volume ¹⁰⁰²⁸ ~~8463~~ Folio ¹⁸⁹ ~~728~~, Volume ¹⁰¹¹⁸ ~~6603~~ Folio ¹⁹⁰ ~~583~~,
Volume ¹⁰⁰²⁸ ~~8536~~ Folio ¹⁹¹ ~~124~~ and Volume ¹⁰¹¹⁸ ~~8945~~ Folio ¹⁹² ~~507~~.
Authority or Council: Cardinia Shire Council

Section and Act under which agreement made : Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application.

Date : 16 MARCH 1999

Signed :
Manager, Planning, Building & Environment.

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AMENDED
- 16 MARCH 1999
With consent of
Current Practitioner

Came All
New
= 10428-189/90/91/92

16 APR 1999
MULTIACCESS/6915/367969.1 11/2/99

DW034744G-1-0

THIS AGREEMENT is made on the FIFTEENTH day of FEBRUARY 1999 1998.

BETWEEN:

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CARDINIA SHIRE COUNCIL of Henry Way, Pakenham, Victoria 3810 ("Council")

AND

BERWICK VIEWS PTY LTD ACN 082 359 662 of 3rd Floor 8 Colin Street, West Perth, Western Australia 6005
Berwick Views Pty Ltd (Berwick Views)

RECITALS:

- A. This Agreement is made in anticipation of Berwick Views becoming the owner of the Land.
- B. Berwick Views (as nominee of Amex Corporation Pty Ltd ACN 008 814 293) purchased the Land from Villa Wood Pty Ltd ACN 004 646 146 by Contract of Sale dated 16 April 1998.
- C. Upon completion of the Contract of Sale Berwick Views proposes to use and develop the Land for the purposes set out in Amendment L119 to the Planning Scheme.
- D. The Council is the responsible authority for the Pakenham Planning Scheme under the Act.
- E. The parties have agreed without limiting or restricting their respective powers, to enter into this agreement and insofar as it can be treated, this agreement is made pursuant to Section 173 of the Act.

IT IS AGREED

1. INTERPRETATION

1.1 Definitions



In this document unless the context otherwise requires:

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"Act" means the Planning and Environment Act 1987;

"Agreement" or "this Agreement" means this Agreement or any amending or supplementary agreement executed by the Council and the Owner and expressed to amend or be supplementary to this Agreement, as the case may be;

"Amendment" means Amendment L119 to the Pakenham Planning Scheme, a copy of which is attached to this Agreement as Attachment "A";

"Business Day" means each week day which is a non-bank holiday in the State of Victoria;

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"Community Centre Land" means that part of the Land having an area of approximately 2000m² for future use as a community centre in the location generally shown on the Plan or such other location as is to the satisfaction of the Council;

"Council" means Cardinia Shire Council and any successor to that body;

"Drainage Works" means upgrading the drainage ponds/wetlands located at the western end of the Land and generally shown hatched on the Plan ("the Wetlands") including stormwater quality improvement measures, as specified in Schedule 1;

"Land" means the land comprised in Certificate of Title Volume 8463 Folio 728, Volume 6603 Folio 583, Volume 8536 Folio 124 and Volume 8945 Folio 507;

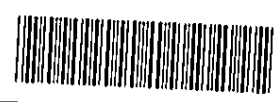
"Landscape Works" means the landscape works and associated pathways specified in Schedule 2;

"Lot" means a lot on a plan of subdivision of the Land;

"Melbourne Water" means Melbourne Water Corporation;

"Mortgagee" means the person or persons registered or entitled to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it;

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"Owner" means Berwick Views and the person or persons registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it;

"Plan" means the Local Structure Plan prepared by Fisher Stewart dated October 1997 and having reference 5845.88, Rev. A, a copy of which is attached to this Agreement as Attachment "B" together with any amendments first approved in writing by the Council;

"Planning Scheme" means the Pakenham Planning Scheme or any other planning scheme that applies to the Land;

"Roadworks" means

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Part One -

- (a) traffic control signals at the intersection of Beaconsfield-Emerald Road and Princes Highway together with associated concrete kerb vehicle and pedestrian channelisation measures in accordance with Austroad's "Guide to Engineering Practice - Part 7 Traffic Signals";
- (b) intersection works "(VicRoads type C)" at the intersection of Beaconsfield-Emerald Road and Holm Park Road;
- (c) intersection works at the intersection of Beaconsfield-Emerald Road and the new collector road which provides access from Beaconsfield-Emerald Road to the Land.

Part Two -



- (d) the construction of Holm Park Road and O'Neil Road where those roads abut the Land in accordance with the typical pavement cross section attached to this Agreement as Attachment "C". Construction of each road shall include :

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- (i) in relation to Holm Park Road, construction of a gravel footpath on the south side of the road; and
- (ii) in relation to O'Neil Road, construction of a concrete footpath on the west side of the road, the precise location of which is to be determined by Council in consultation with the Owner once design plans for the road's construction have been proposed.

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"Specified Sum" means:

- (a) for the first year of this Agreement after its commencement - the amount of \$20,000;
- (b) for the second and subsequent years of this Agreement after its commencement an amount determined in accordance with the following formula:

$$\$20\ 000 + S$$



where

$$S = \frac{A \times C}{B}$$

and :

- S is the amount to be payable in addition to the \$20,000 for the second and subsequent years of this Agreement;
- A is the Australian Statisticians Consumer Price Index (All Groups) figure for Melbourne last published before the relevant date for calculation;
- B is the Australian Statisticians Consumer Price Index (All Groups) figure for Melbourne last published before whichever is the later of the Approval Date or the most recent year for which the

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Specified Sum was calculated under this Agreement; and

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C

is the Specified Sum payable the previous year.

(i)

If the Australian Statistician updates the reference base of the Consumer Price Index, the intended continuity of calculation will be preserved by applying the appropriate factor, as chosen by the Owner and the Council or failing agreement within 14 days as determined by the Nominator, to such updated reference base.

(ii)

If the Consumer Price Index is discontinued or suspended :

A.

the Owner and the Council will try to agree within fourteen days after the relevant review date on an alternative index which reflects fluctuations in the cost of living in Melbourne;

B.

if the Owner and the Council do not agree on an alternative index, the Owner will request the Nominator to nominate an alternative index which reflects fluctuations in the cost of living in Melbourne. The decision of the Nominator shall be final and binding as between the Owner and the Council. The Owner and the Council will each pay one half of the Nominator's costs of making the determination.

(iv)

In this definition, the term "Nominator" means the President or other principal officer (acting or otherwise) for the time being of the Victorian Division of the Australian Institute of Valuers and Economists (Inc.).

"Statement of Compliance" means a statement of compliance issued by the Council under Section 21 of the Subdivision Act 1988 in respect of the Land;

"Stage" means a stage of the Land's development including subdivision generally in



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accordance with the Plan;

"VicRoads" means Roads Corporation, a Statutory Corporation established by the Transport Act 1983 and any successor in object or function or both to the Roads Corporation.

1.2

Construction



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(a) words importing:

- (i) the singular include the plural and vice versa; and
- (ii) any gender includes the other genders;

(b) an obligation of two or more parties shall bind them jointly and severally;

(c) if a word or phrase is defined cognate words and phrases have corresponding definitions;

(d) a reference to:

- (i) a person includes a corporation and a body politic;
- (ii) a person includes successors and assigns of that person;
- (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidation, amendments, re-enactments or replacements of any of them made by any legislative authority;
- (iv) this or any other document includes the document as varied or replaced and notwithstanding any change in identity of the parties;
- (v) writing includes any mode or representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission.

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1.3 **Headings**

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Headings shall be ignored in construing this document.

2. **AGREEMENT UNDER SECTION 173 OF THE ACT**

Without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

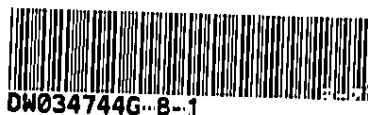
If for any reason this Agreement is found not to constitute an Agreement under Section 173 of the Act then notwithstanding the parties agree that the Agreement is to remain on foot as a Contract between the parties.

3. **SUCCESSORS IN TITLE**

3.1 Without limiting the operation or effect which this Agreement has, the Owner shall ensure that its successors in title;

- (a) give effect to and do all acts and sign all documents as may be required to give effect to this Agreement; and
- (b) execute under seal, a Deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors as well as by the parties hereto and as if the successors names appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

3.2 The provisions of this clause shall end upon a memorandum of this Agreement being registered on the Certificate of Title to the Land in accordance with Section 181 of the Act.



4. TERM

4.1 Commencement of Agreement



This Agreement shall come into force and effect as from the completion by Berwick Views of its purchase of the Land and the benefit and the burden of this Agreement shall run and be annexed to the Land.

4.2 Ending of Agreement

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(a) This Agreement shall end in accordance with Section 183 of the Act upon the completion by the Owner of its obligations under this Agreement or earlier by mutual agreement by the parties;

(b) As soon as reasonably practicable after the ending of this Agreement the Council must, at the Owner's request and expense make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

5. APPLICATION

The Owner proposes to develop the Land in stages for residential subdivision. This Agreement will not apply to Titles which issue for residential Lots of less than 4000m².

In accordance with Section 183(1) the Council must tell the Registrar of Titles in the prescribed manner without delay of the ending of this Agreement in part in respect of Titles of less than 4000m².

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6. COVENANTS



6.1 The Owner with the intent that the burden of its covenants under this Agreement shall run with and be annexed to the Land, covenants and agrees with the Council that it will -

(a) design, construct and complete construction of Part One of the Roadworks

to the approval and satisfaction of VicRoads and the Council as follows:

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(i) in relation to Part One (a) - prior to the issue of a Statement of Compliance for the 400th Lot;



(ii) in relation to Part One (b) - prior to the issue of a Statement of Compliance, creating any Lot or road with access to Holm Park Road;

(iii) in relation to Part One (c) - prior to the creation of any Lot;

(b) design, construct and complete construction of Part Two of the Roadworks in stages as required by the Lots to be created which use the relevant portion of the road, to the approval and satisfaction of the Council;

(c) design, construct and complete construction of the Drainage Works and the Landscape Works to the approval and satisfaction of Melbourne Water and the Council as follows:

(i) in relation to that part of the Drainage Works and the Landscape Works which are to be carried out north of the internal access road off Beaconsfield-Emerald Road - prior to the creation of any Lot north of the access road; and

in relation to that part of the Drainage Works and the Landscape Works which are to be carried out south of the internal access road off Beaconsfield-Emerald Road - prior to the creation of any Lot south of the access road.

(d) maintain the Drainage Works and the Landscape Works, following their completed construction for a period of 3 years, to the approval and satisfaction of Melbourne Water and the Council;

(e) transfer to or vest in Melbourne Water (at no cost to Melbourne Water) the reserves on the Land within which the Wetlands are located, immediately

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following the maintenance period referred to in paragraph (d) of clause 6.1;

(f) transfer to or vest in the Council (at no cost to the Council) the Community Centre Land, as part of the Stage to which the Community Centre Land relates;

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(g) pay to the Council the Specified Sum toward the cost of playground equipment and facilities to be provided by Council within a public open space area on the Land. Payment shall be made prior to the creation of the 400th Lot;

(h) transfer to or vest in the Council (at no cost to the Council) the public open space areas shown generally on the Plan as part of the Stage to which the relevant public open space areas relate.

(i) develop the Land in accordance with the Plan;



(j) bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

(k) do all things necessary including the signing of any further Agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out its covenants, agreements and obligation under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

(l) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folios of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consents to this Agreement of any mortgagee or caveator to enable a recording to be made to the Register under that section.

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6.2 The Council acknowledges that, subject to the approval of Melbourne Water, the Owner may continue to maintain the reserves referred to in paragraph (e) of clause 6.1 following their transfer to or vesting in Melbourne Water.

7. **DISPUTE RESOLUTION**



DW034744G-12-2

Any dispute between Council and the Owner arising out of the subject matter, or the meaning of this Agreement may be referred by either party to the Victorian Civil and Administrative Tribunal under Section 149A of the Act.

8. **NON-COMPLIANCE**

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The Owner covenants and agrees with the Council that:



8.1 if the Owner has not complied with this Agreement within 28 days after service of a notice by the Council specifying such non-compliance, it will allow the Council, its officers, employees, contractors or agents to enter the Land and rectify such non compliance;

8.2 if the Council exercises its powers to rectify the non-compliance, it will pay to the Council on demand the proper and reasonable costs and expenses incurred as a result of the non-compliance.

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8.3 it will pay interest at the rate of 2% above the rate prescribed under the Penalty Interest Rates Act 1983 on all monies outstanding under this Agreement until they are paid in full.

8.4 it agrees that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Council and shall then be applied in repayment of the principal sum.

8.5 it will, in accordance with the requirements of this Agreement, complete all works required to be carried out at its costs and to the satisfaction of the Council.

8.6 it will allow Council and/or its officers, employees, contractors or agents (at any

reasonable time) to enter the Land to assess the Owner's compliance with this Agreement.

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9. NOTICES



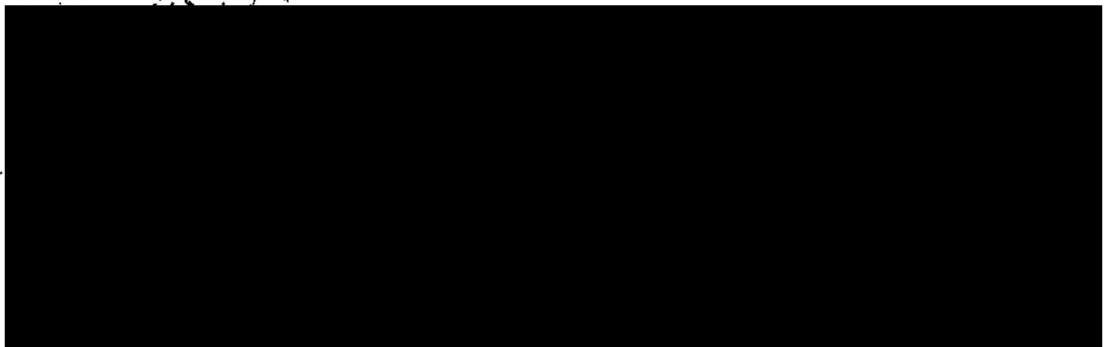
9.1 Service

A party giving a notice, demand, certification, process or other communication relating to this document must write it clearly in English and serve it or arrange for it to be served:

- (a) personally on the person;
- (b) by leaving it at the person's address for service;
- (c) by posting it to the person's current address for service by prepaid ordinary mail, or if to an address outside Australia, by pre-paid air mail; or
- (d) by facsimile to the person's current number for service.

9.2 Particulars for Service

- (a) The particulars for service are initially:



- (b) Each party may change its particulars for service by written notice to each other party.

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9.3 Service

Service given:

- (a) by post is deemed received, if posted in Australia to an Australian address, three Business Days after posting and in any other case, seven Business Days after posting;
- (b) by facsimile is deemed received at any time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent to the addressee's facsimile;
- (c) after 5.00 pm in the place of receipt or on a day which is not a Business Day, is deemed received at 9.00 am on the next Business Day.

10. MISCELLANEOUS

10.1 Amendment



DW034744G-14-3

This document may only be amended or replaced by a document duly executed by the parties.

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10.2 Waiver and Exercise of Rights

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

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10.3 Legal Costs



The Owner will promptly pay to the Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, review, drafting, finalisation, engrossment, execution, registration and enforcement of this agreement.

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10.4 Rights Cumulative

The rights and obligations of a party under this document are cumulative and are in addition to any other rights and obligations of that party.

10.5 Compliance

The Owner will carry out and comply with the requirements of all statutory authorities in relation to the development of the Land and comply with all statutes in relation to the Land.



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10.6 Further Assurance

Each party must promptly execute all documents and do all things that any other party from time to time for completely effecting this Agreement of it to effect, perfect or complete the provisions of this document and any transaction contemplated by it.

10.7 Computation of Time

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Where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

10.8 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

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10.9 Counterparts



This document may consist of a number of counterparts and if so the counterparts

taken together constitute one and the same instrument.

10.10 Effect of Execution

This document is not binding on any party unless it or a counterpart has been duly executed by, or on behalf of, each person named as a party to the document.

10.11 Entire Understanding

(a) This document embodies the entire understanding and agreement between the parties as to the subject matter of this document insofar as it touches or burdens the land.

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(b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this document are merged in and superseded by this document and are of no force or effect whatever and no party is liable to any other party in respect of those matters.

(c) No oral explanation or information provided by any party to another:

(i) affects the meaning or interpretation of this document, or

(ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

10.12 Severance

Each provision of this document is severable from the others and the severance of a provision does not affect any other provision.



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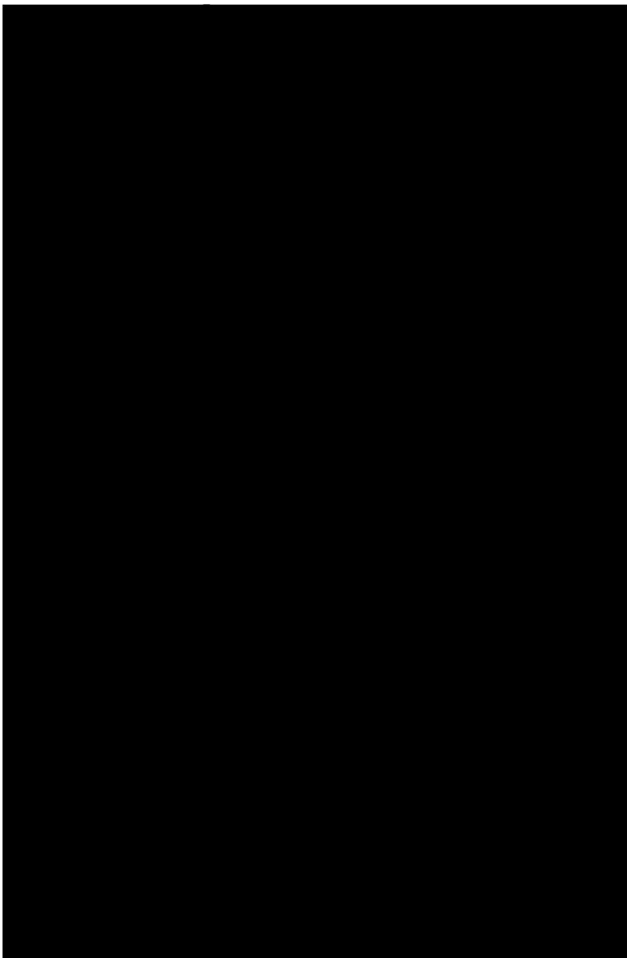
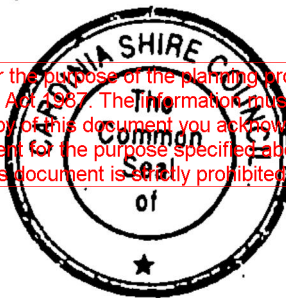
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EXECUTED as an Agreement.

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THE COMMON SEAL of CARDINIA SHIRE COUNCIL was hereunto affixed in the presence of:



Councillor

Name of Councillor (print)

Councillor

Name of Councillor (print)

Chief Executive Officer

Name of Chief Executive Officer (print)

)
)
)
)
)

Director

Secretary



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SCHEDULE 1

DRAINAGE WORKS

The Wetlands shall comprise two parts. The first part is located north of the estate entry road, east of Beaconsfield-Emerald Road, with the other being south of the entry road. The splitting of the Wetlands is due to the two distinct drainage catchments within the development. The two Wetlands areas are to be developed separately and not necessarily at the same time.

The Wetlands shall be designed and constructed to Melbourne Water's approval and standards.

The Wetlands comprise:

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- Sedimentation ponds
- Macrophyte zone
- High flow bypass zone

The underground drainage system will discharge flows less than 50%(1 in 2 year) ARI into the sedimentation pond. Flows greater than 50% ARI will bypass the sedimentation pond and macrophyte zone and discharge via a designated flow path into Cardinia Creek.

Flows less than 100% (1 in 1 year) ARI will discharge into the macrophyte zone where "nutrient stripping" at the stormwater will occur. Water will discharge from the macrophyte zone into the old course and floodplain of Cardinia Creek. Ninety-five percent of volume of stormwater runoff occurs during storm events less than 100% (1 in 1 year) ARI. Accordingly only a small percentage of stormwater runoff escapes untreated.

The sizing of the Wetlands components is generally to be determined as follows:

Sedimentation Ponds:	Area = $750m^2 \times Q_2$ flow
Sedimentation Pond 1:	500m ²
Sedimentation Pond 2:	750m ²
Shape:	Length to width ratio = 10 to 1 desirable
Macrophyte Area:	70% of 1.5% of Catchment Area
Macrophyte Area 1:	2170m ² (including clear water bodies)
Macrophyte Area 2:	5480m ² (including clear water bodies)

The high flow bypass zone will comprise the alignment of the existing geomorphological structures (existing water bodies) west of the escarpment.

It will be necessary to modify these existing structures to accommodate the hydraulic requirements of the development, however the general intent of these structures will remain.

The macrophyte zone will be planted out with selected wetland grasses and sedges. The water depth in this zone will be generally less than 0.6m.

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SCHEDULE 2

LANDSCAPE WORKS

The Wetlands area adjacent to the Beaconsfield - Emerald Road will be designed in consultation with Melbourne Water. The design's primary aim is to improve the water quality of the storm water run off. In addition to this functional requirement there is the opportunity to create a landscape which can be used by the public by construction of pedestrian paths, provision of outdoor furniture, possibly playground equipment, feature fencing and small timber structures such as bridges and boardwalks between water features to enable pedestrian circulation within the reserve.

The existing landscape, particularly large stands of existing vegetation along the road frontage, will be protected and retained, subject to an Arborist report on the condition of the trees and their long term viability and in consultation with Council.

Some of the existing water bodies will be sculptured as ornamental ponds with the entry manicured with mown grassed areas, spaced tree planting and an entry wall. This formal landscape will transcend into a natural wetland environment. The earthworks associated with the Wetlands will undergo a rehabilitation programme with planting of indigenous sedges and grasses.

All vegetation surrounding the wetland will be indigenous native plants selected from a plant list, in consultation with Cardinia Shire Council.

The main water features will include timber structures allowing public access to the water's edge. Boardwalks and a jetty will be provided with informal gravel paths allowing pedestrian access throughout this wetland environment. Paths will create a network for passive recreation with seats and other miscellaneous furniture strategically placed throughout the site.

In addition to the gravel paths a concrete path will run through the open space and will become a shared pathway. This path will link to the broader shared pathway network.

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PLANNING AND ENVIRONMENT ACT 1987

PAKENHAM PLANNING SCHEME

This copied document is made available for the purpose of the planning process used for the Pakenham Planning Scheme Amendment 119. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

AMENDMENT 119

The Planning Authority for this amendment is the Cardinia Shire Council.

The Local Section of the Pakenham Planning Scheme is amended as follows:

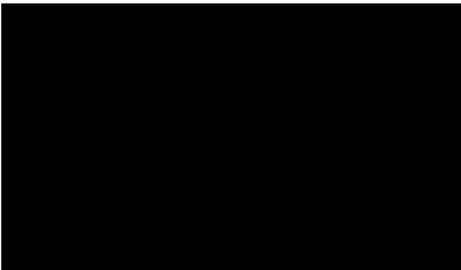
1. After Clause 32A, insert a new clause as follows:

"32B Site specific control - Urban Residential 1 zone, Beaconsfield

Prior to the construction of buildings and works on the land zoned Urban Residential 1 described in the following Certificates of Title: Volume 8463 Folio 728, Volume 6603 Folio 583, Volume 8536 Folio 124, and Volume 8924 Folio 507, the owner shall enter into an agreement under Section 173 of the Planning and Environment Act 1987 providing for:

- The development of the land generally in accordance with the Local Structure Plan prepared by Fisher Stewart dated October 1997 (Ref: 5845.88, Rev A). The Local Structure Plan may be amended to the satisfaction of the responsible authority.
- the provision of open space
- The provision of infrastructure including:
 - The provision of traffic signals at the intersection of Beaconsfield Emerald Road and the Princes Highway.
 - The construction of Holm Park Road and O'Neil Road.
 - Intersection works in Beaconsfield Emerald Road at the new collector road and Holm Park Road.
 - The development of a playground in a local park.
 - Improvement works to the wetlands east of Beaconsfield Emerald Road including drainage works, landscaping and pathways.
 - Provision of a site for a neighbourhood house including a preschool."

2. Planning Scheme Map No. 18 is amended in accordance with the map forming part of this amendment.



27 JUL 1996



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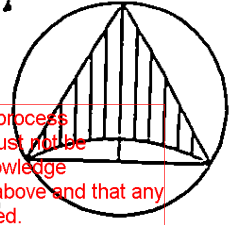
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PAKENHAM PLANNING SCHEME

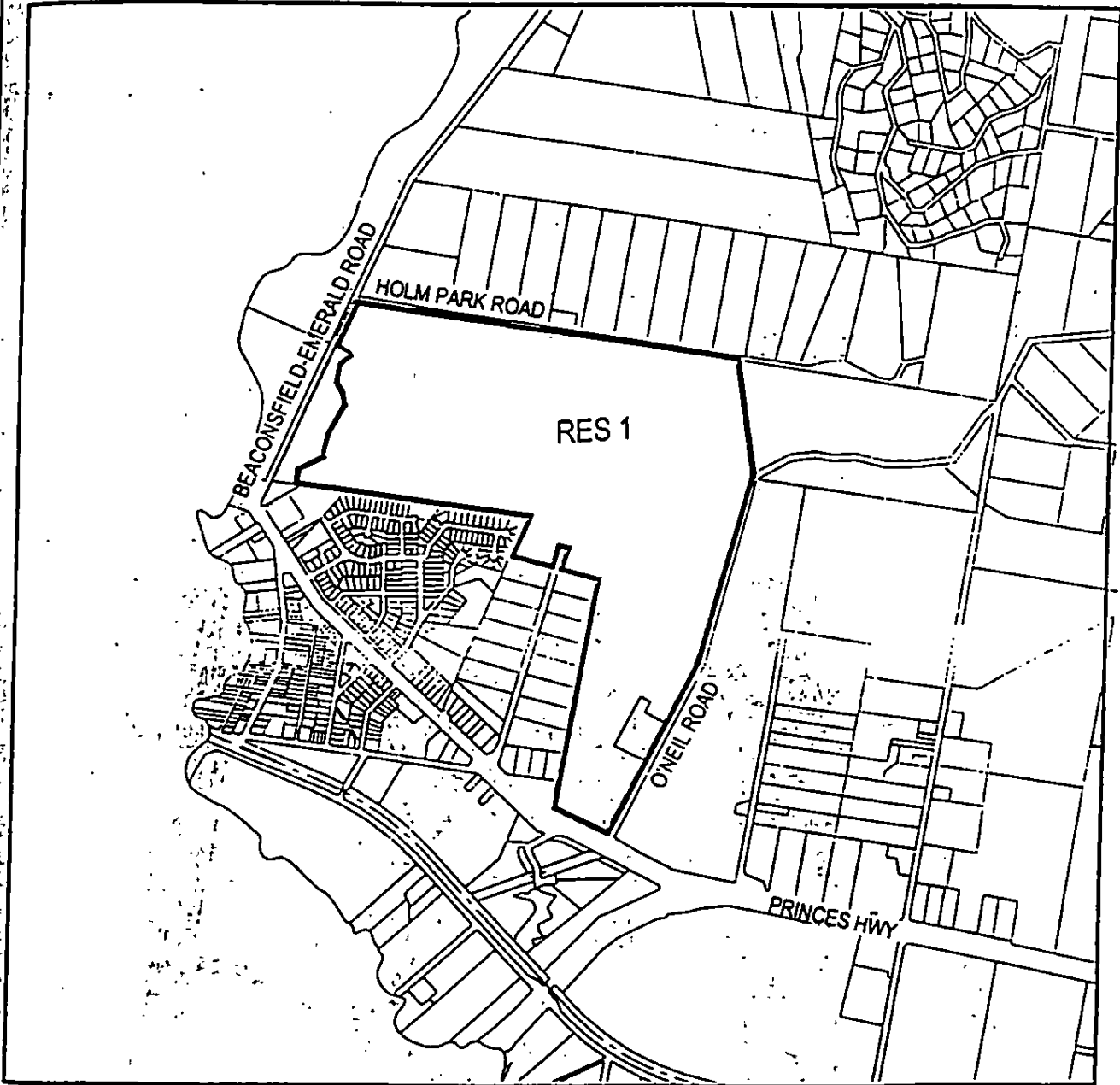
Amendment No. L119



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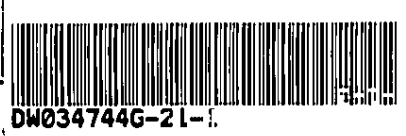
REFERENCE: PART OF PLANNING SCHEME MAP 18

RES 1 Urban Residential 1

27 JUL 1998

This map forms part of Amendment L119 adopted by the Cardinia Shire Council on 15 June 1998.
[Signature]
Phillip Walton
Manager Development

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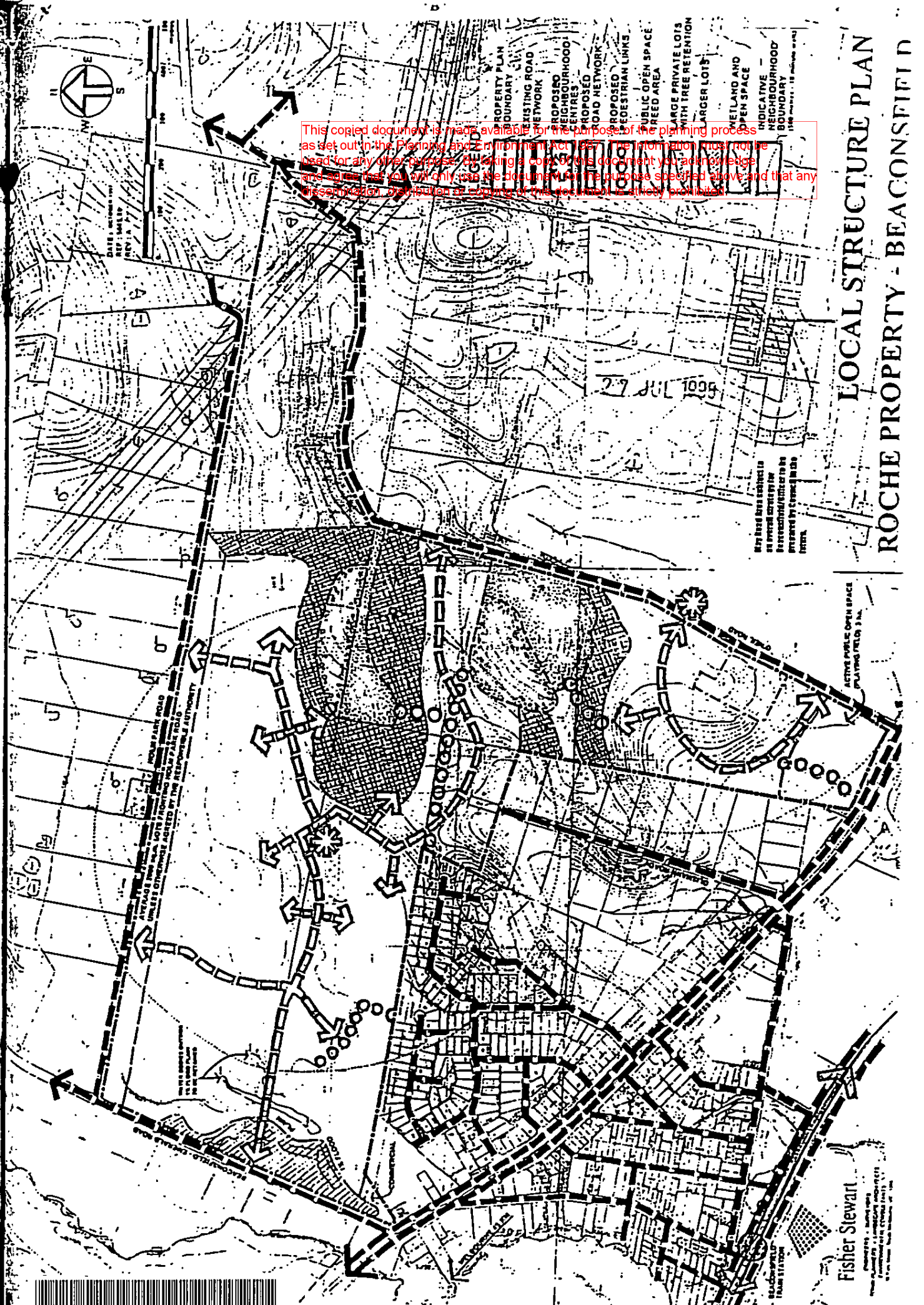


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LOCAL STRUCTURE PLAN ROCHE PROPERTY - BEACONSFIELD

27 JUL 1996

THIS LOCAL STRUCTURE PLAN IS APPROVED SUBJECT TO BE RECORDED/ENTERED IN THE REGISTER BY COUNCIL IN THE MONTH OF SEPTEMBER 1996.



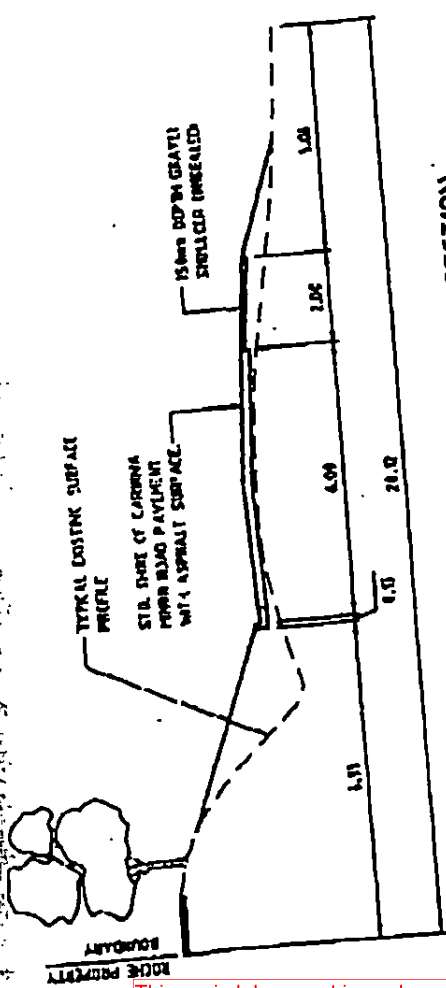
Fisher Stewart
PLANNERS & ARCHITECTS
110-112 COLLEGE STREET, SYDNEY NSW 2000
TEL: (02) 9550 9550
FAX: (02) 9550 9551
WWW.FISHERSTEWART.COM.AU



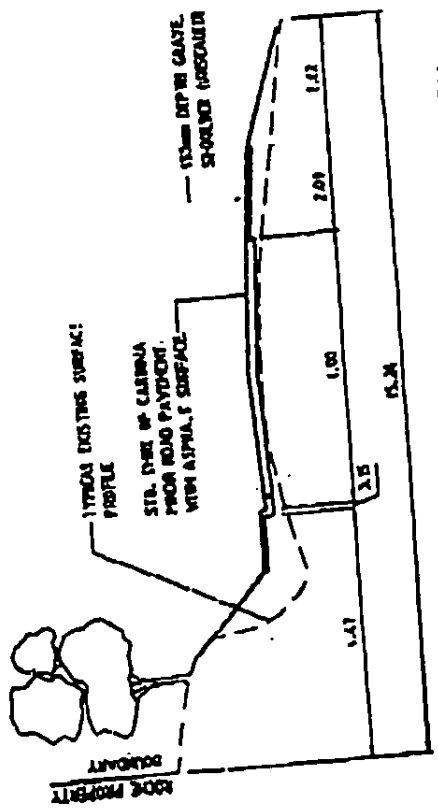
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PROPOSED FOOTPATH LOCATION
ALIGNMENT TO BE DEVELOPED BETWEEN
COUNCIL AND DEVELOPER AT THE 0%
SLOPE/GRADIENT DEVELOPMENT



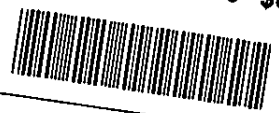
TYPICAL PAVEMENT CROSS SECTION
ONEIL ROAD
BEACONSFIELD
NOT TO SCALE



TYPICAL PAVEMENT CROSS SECTION
HOLM PARK ROAD
BEACONSFIELD
NOT TO SCALE

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PLAN OF SUBDIVISION	STAGE No. <hr/>	LTO USE ONLY EDITION 2	PLAN NUMBER PS 420429 Q
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LOCATION OF LAND

PARISH: PAKENHAM

TOWNSHIP:

SECTION:

CROWN ALLOTMENT: 34 & 53 (PARTS)

CROWN PORTION: 1 (PART) OF SEC. A & 54 (PART)

LTO BASE RECORD: PARISH PLAN (3363)
TITLE REFERENCES: VOL.6603 FOL.583, VOL.8463 FOL.728,
VOL.8536 FOL.124 & VOL.8945 FOL.507

LAST PLAN REFERENCE/S:

POSTAL ADDRESS: BEACONSFIELD-EMERALD ROAD
(At time of subdivision) BEACONSFIELD 3807

AMG Co-ordinates E 357525 ZONE 55
(of approx centre of land in plan) N 5788045

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CARDINIA SHIRE COUNCIL REF: 598/086

- This plan is certified under Section 6 of the Subdivision Act 1988.
- ~~This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6.~~
- This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate
~~Council Seal~~
Date 27/10/98

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

~~Council Delegate~~
~~Council Seal~~
~~Date~~

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/is not a staged subdivision.
Planning permit No. T980338

DEPTH LIMITATION DOES NOT APPLY

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SURVEY. THIS PLAN IS ~~AS NOT~~ BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 23,39,46,50,60,61,65,66,68 & MMB5656
IN PROCLAIMED SURVEY AREA No. 45

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	PIPELINE	24.38	C/E D 749486	VICTORIAN PIPELINES COMMISSION
E-2	PIPELINE	24.38	C/E D 591919	VICTORIAN PIPELINES COMMISSION
E-3	TRANSMISSION OF ELECTRICITY	60.96	C/E 1141580	SECV
E-4	TRANSMISSION OF ELECTRICITY & TELEPHONE LINE	60.96	C/E 2564340	SECV
E-5	CARRIAGEWAY	25	THIS PLAN	LOT C

LTO USE ONLY


STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED


DATE 6/11/98

LTO USE ONLY

PLAN REGISTERED
TIME 9.50 am
DATE 15/2/99


Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS



**ENGINEERS • SURVEYORS
TOWN PLANNERS
ENVIRONMENTAL CONSULTANTS**
39 Park Street, South Melbourne 3205.
G.P.O. Box 5175AA, Melbourne 3001.
Tel (03) 9694 1200 Fax (03) 9694 1211

LICENSED SURVEYOR (PRINT)..... LEO ALEXANDER BATEMAN

SIGNATURE DATE 30/9/98

REF 0498100 VERSION B

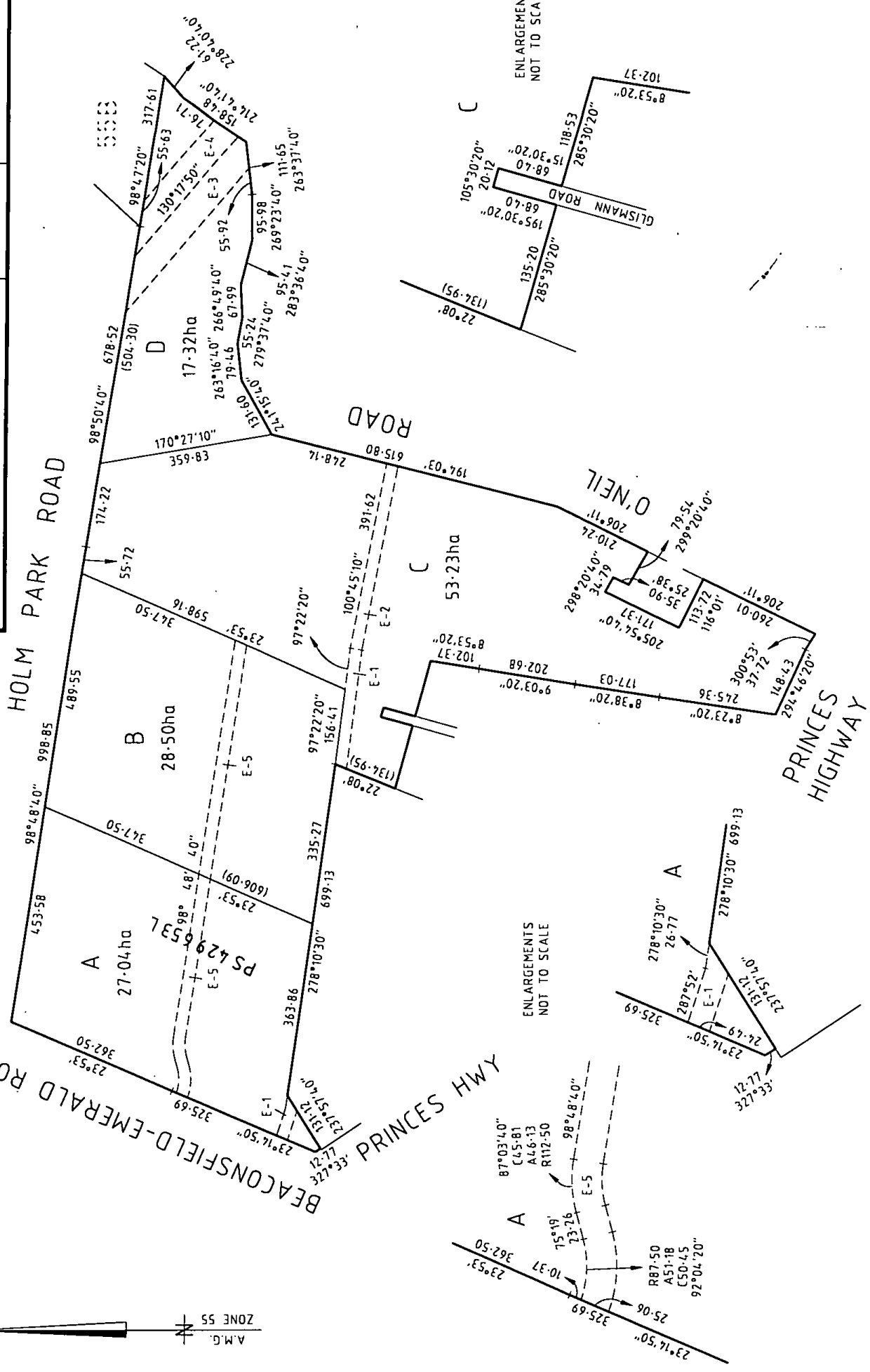
DATE

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION
 STAGE No. /
 PLAN NUMBER
PS 420429 Q



Fisher Stewart
 ENGINEERS • SURVEYORS
 TOWN PLANNERS
 ENVIRONMENTAL CONSULTANTS
 39 Park Street, South Melbourne 3205.
 G.P.O. Box 5175AA, Melbourne 3001.
 Tel (03) 9694 1200 Fax (03) 9694 1211

SCALE
 80 0 80 160 240 320 400
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 18000 A3

LICENSED SURVEYOR (PRINT) LEO ALEXANDER BATEMAN
SIGNATURE **DATE**

VERSION B
REF 0498100


SHEET 2 OF 2 SHEETS
COUNCIL DELEGATE SIGNATURE
 DATE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 420429 Q

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT A		VARIATION OF E-5 EASEMENT	PS 429653 L			2	

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