



Maddocks

Contact Jennifer Huppert
Direct 03 9240 0829
Email jennifer.huppert@maddocks.com.au
Partner Guy O'Connor
Our Ref GOC:JSH:867182

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

17/09/2007

FILE No:
DOC:
MARS/PRISM:

The Manager
Australian Competition and Consumer Commission
P O Box 1199
DICKSON ACT 2602

Dear Sir

**Cardinia Shire Council
Notification of Exclusive Dealing for South East Business Park Industrial
Estate**

We enclose the following for your attention:

1. completed Form G; and
2. cheque for \$100.00 in payment of your fee.

If you have any queries please contact Jennifer Huppert of our office on 03 9240 0829.

Yours faithfully



Maddocks

enc

21 SEP 2007

Interstate office
Sydney

Affiliated offices
Adelaide, Auckland, Beijing, Brisbane,
Colombo, Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila, Mumbai,
New Delhi, Perth, Singapore, Tianjin

FORM G

Regulation 9

COMMONWEALTH OF AUSTRALIA
Trade Practices Act 1974 – subsection 93(1)
EXCLUSIVE DEALING: NOTIFICATION

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93(1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47(2), (3), (4), (5), (6) or (7), or paragraph 47(8)(a), (b) or (c) or 9(a), (b), (c) or (d), of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

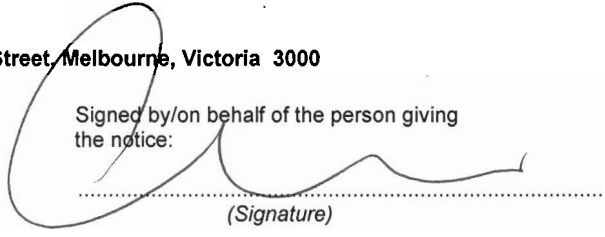
1. (a) Name of person giving notice:
Cardinia Shire Council N93120
- (b) Short description of business carried on by that person:
Local Government Authority for the Cardinia Shire, Victoria
- (c) Address in Australia for service of documents on that person:
Municipal Offices, Henty Way, Pakenham, 3810
2. (a) Description of the goods or services in relation to the supply or acquisition of which the notice relates:
Sale of lots in the South East Business Park industrial estate development
- (b) Description of the conduct or proposed conduct:
Sale of lots in the South East Business Park subject to a condition that the Purchaser enter into a Maintenance Agreement in respect of the lot with SEBP Maintenance Pty Ltd ACN 122 810 182.
3. (a) Class or classes of persons to which the conduct relates:
Purchasers of lots
- (b) Number of those persons:
(i) At present time:
9
(ii) Estimated within the next year:
8
- (c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:
Darrell Trevor Hardy and/or Nominee of 20 Station Street, Pakenham, Victoria, 3810
Tabak Enterprises Pty Ltd of 57 Intrepid Street, Berwick, Victoria, 3806
Vision Developments Pty Ltd of 68-70 Harkaway Road, Berwick, Victoria, 3806
Armar Pty Ltd of 8 Kristina Court, Pakenham, Victoria, 3810
Dwyer Constructions (Vic) Pty Ltd of 2 Kenthurst Court, Lilydale, Victoria, 3140
S & D Pavic Pty Ltd and Thomsin Pty Ltd of 4-6 Len Thomas Place, Narre Warren, Victoria, 3805
Tarmac Civil Constructions Pty Ltd of 66 Star Crescent, Hallam, Victoria, 3803
CK Constructions & Developments Pty Ltd of Pinewood Court, Narre Warren South, Victoria, 3805
R S Scott Projects Pty Ltd of 18 Parkview Terrace, Lysterfield, Victoria, 3156

4. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice:

Guy O'Connor, Partner, Maddocks, 140 William Street, Melbourne, Victoria 3000

Dated 18/09/.....2006 2007

Signed by/on behalf of the person giving the notice:



(Signature)

(Full name)

(Description)

DIRECTIONS

1. If there is insufficient space on this form for the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the person giving the notice.
2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1(a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. In item 1(b), describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in subsection 47(2), (3), (4), (5), (6), (7), (8) or (9) of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. In item 3(a), describe the nature of the business carried on by the person referred to in that item.
6. In item 3(b)(ii), state an estimate of the highest number of persons with whom the person giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.

NOTICE

If this notification is in respect of conduct of a kind referred to in subsection 47(6) or (7), or paragraph 47(8)(c) or (9)(d), of the *Trade Practice Act 1974* (the Act), it comes into force at the end of the period prescribed for the purposes of subsection 93(7A) of the Act (the prescribed period) unless the Commission gives a notice under subsection 93A(2) of the Act within the prescribed period, or this notification is withdrawn.

The prescribed period is 21 days (if this notification is given on or before 30 June 1996) or 14 days (if this notification is given after 30 June 1996), starting on the day when this notification is given.

If the Commission gives a notice under subsection 93A(2) of the Act within the prescribed period, this notification will not come into force unless the Commission, after completing the procedures in section 93A of the Act, decides not to give a notice under subsection 93(3A) of the Act. The notification comes into force when that decision is made.

If this notification is in respect of conduct of a kind referred to in subsection 47(2), (3), (4) or (5), or paragraph 47(8)(a) or (b) or (9)(a), (b) or (c) of the Act, it comes into force when it is given.

ANNEXURE

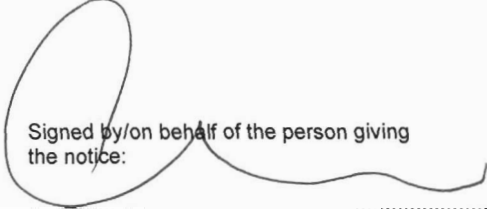
1. Cardinia Shire Council (**Council**) is a body corporate under the *Local Government Act 1989 (Vic)* and, in so far as it carries on a business, is subject to the schedule version of Part IV of the *Trade Practices Act 1974* as the *Competition Code of Victoria* under the *Competition Policy Reform (Victoria) Act 1995*.
2. Council is the owner of land at Greenhills Road, Pakenham, Victoria on proposed Plan of Subdivision 537513A, being part of the land more particularly described in Certificates of Title Volume 9512 Folio 804, Volume 9512 Folio 805, Volume 9512 Folio 808, Volume 9105 Folio 367 (**Land**).
3. Council has entered into a joint venture to develop the Land into an industrial estate to be known as the SouthEast Business Park (**Estate**) with SouthEast Business Park Pty Ltd ACN 106 055 056.
4. SouthEast Business Park Pty Ltd is the sole shareholder in SEBP Maintenance Pty Ltd ACN 122 810 182. Council has appointed SEBP Maintenance Pty Ltd to provide maintenance and upkeep of all nature strips, drainage and tree reserves forming part of the Estate.
5. Council proposes to sell lots of the Land on condition that purchasers of the Lot enter into a maintenance agreement with SEBP Maintenance Pty Ltd in the form set out in the draft clause 21 of the Sale Agreement attached and marked 'A'.
6. Clause 21 provides for the provision of a minimum level of maintenance to the purchaser's lot specified at clause 2.1 of the Maintenance Agreement. The form of the proposed Maintenance Agreement is attached to the Sale Agreement and marked 'Attachment 1' (**Maintenance Agreement**).
7. Pursuant to clauses 3.1 and the definition of Service Fee in clause 1.1 of the Maintenance Agreement, the Service Fee payable by the purchaser to SEBP Maintenance Pty Ltd is calculated by reference to the actual costs of SEBP Maintenance Pty Ltd to provide the services, apportioned to each lot owner by reference to the lineal meterage of the frontage of their lot.
8. Pursuant to clause 2.2 of the Maintenance Agreement, the owner of a lot may elect to carry out its own maintenance and upkeep works in respect of its lot, in which case the Service Fee is reduced to an amount representing the owner's share of the contribution required to upkeep and maintain the common drainage reserves and other reserves and median strips forming part of the Estate.
9. There is no prohibition on owners of lots acquiring services from third parties in respect of landscaping and other services going beyond the minimum services provided by SEBP Maintenance Pty Ltd.
10. Council considers and submits that the likely benefits of the conduct, being:
 - 10.1 the maintenance of a minimum standard of maintenance and upkeep of the lots in the Estate, together with the nature strips, drainage and tree reserves is likely to enhance the environmental condition and aesthetic appeal of the Estate;
 - 10.2 the appointment of a single contractor to attend to the maintenance of both the common property and individual lots is likely to result in more consistent standard of maintenance and upkeep between common property and lots;
 - 10.3 a consistent standard of maintenance will tend to maintain and improve the value of lots in the Estate; and

10.4 that a single contractor to attend to the maintenance of both the common property and individual lots is likely to reduce the cost of minimum maintenance services to lot owners and to Council,

outweighs the detriments of the conduct (if any).

Dated18/09/2007.....

Signed by/on behalf of the person giving the notice:



.....
(Signature)

.....
(Full name)

.....
(Description)

ATTACHMENT 1

EXCLUDED FROM PUBLIC REGISTER