

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate*

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

Property address **98 ARENA PARADE, OFFICER VIC 3809**

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/...../2021

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2021

Print name(s) of person(s) signing: **SAM MCKENZIE**

State nature of authority, if applicable:

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	KR PETERS REAL ESTATE PTY LTD		
Address:	ABN: 56 621 418 684		
Email:	432 PRINCES HIGHWAY OFFICER@KRPETERS.COM-AU		
Tel:	Mob:	Fax:	Ref: AMAN

Vendor

Name:	Sam McKenzie
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	GURSIMRAN SINGH - Happy Conveyancing / Soniez Group		
Address:	77 Mackie Road, Mulgrave, VIC, 3170		
Email:	legals@soniezgroup.com.au		
Tel:	0404714707	Tel: 1300 771 900	DX:
			Ref: SL:GS:2105-649

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11208	Folio	359	186	PS 608191C

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: 98 Arena Parade, Officer VIC 3809

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

Price \$

Deposit \$ by ____/____/____ (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 sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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

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; or
- 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*:

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

☐ *residential tenancy agreement for a fixed term ending on

OR

☐ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending on with options to renew, each of years.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount: \$0.00

Approval date:

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

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on this page; and*
- *attach additional pages if there is not enough space.*

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)).

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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 general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general 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.
- 15A.3 This general 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 has 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) 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 general condition; and
 - (b) ensure that the representative does so.
- 15A.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:
- (a) 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 general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) 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
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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 general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those

- Acts.
- 15B.2 This general condition 15B 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 general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.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.
- 15B.4 The purchaser must:
- (a) 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 general condition; and
 - (b) ensure that the representative does so.
- 15B.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:
- (a) 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 general condition on settlement of the sale of the property;
 - (b) 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
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) 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
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.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:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) 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.
- 15B.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.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 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.
- 15B.10 The vendor warrants that:
- (a) 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
 - (b) 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.
- 15B.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:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) 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)*.
- 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.
- 15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) 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
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 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.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "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.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 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 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 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 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 13 – Condition of Property and improvements

- 13.1 The purchaser acknowledges that he/she has inspected the property and chattels prior to sale. The purchaser agrees that he/she is purchasing the property and will accept delivery of the property and chattels in their present condition and state or repair and with any defects existing at the date hereof. The purchaser shall not make any objections, requisition or claim in respect of :
- 13.1a Condition or state of repair of the property
- 13.1b Any defect whether latent or patent or
- 13.1c Any non-compliances of the improvement or any alterations or additions thereto with the provisions of the Local Government Act 1989 (Vic); Building Act 1993 (Vic) or any other act relating to such improvement or to any regulations made under such Acts or with the requirements of Relevant Responsible Authorities.



Special condition 14 – Early release of deposit

- 14.1 The purchaser agrees and acknowledges that after this contract is executed he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.



Special condition 15 – Loan declined letter by lender

- 15.1 In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor with the a letter from lender. The letter should have the following particulars:-
- a. be addressed to this firm
 - b. specify the loan amount and date the purchaser applied for the loan
 - c. be the original signed copy of the letter.



Special condition 16 – GST with-holding obligations at settlement

- 16.1 The Vendor gives notice to the Purchaser that the GST with-holding obligation does not apply to this contract unless otherwise stated.



Special condition 17 – Contract variation or requests for extension of time

- 17.1 The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to changing the settlement date, extension of finance loan approval, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of \$120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.



Special condition 18 - Loss or Damage

- 18.1 The following General Conditions are deleted:

- 1. General Conditions 24.3
- 2. General Conditions 24.4

3. General Conditions 24.5

4. General Conditions 24.6

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

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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 10.00a.m. and 4.00p.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 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

DATED

2021

SAM MCKENZIE

to

CONTRACT OF SALE OF REAL ESTATE

Property: 98 Arena Parade, Officer VIC

GURSIMRAN SINGH
Happy Conveyancing / Soniez Group
Licensed Conveyancers
77 Mackie Road,
Mulgrave, VIC, 3170
M: 0404714707
Tel: 1300 771 900
Ref: SL:GS:2105-649

Vendor Statement

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

98 ARENA PARADE, OFFICER VIC 3809

Vendor's name

Sam Mckenzie

Date

/ /

Vendor's signature

Purchaser's name

Date

/ /

Purchaser'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)

(a) Their total does not exceed: \$3,500

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

To

Other particulars (including dates and times of payments):

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Not Applicable.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Name of planning scheme
Name of responsible
authority
Zoning of the land
Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to Vendor's knowledge.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

None to Vendor's knowledge.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---------------------------------------------	-------------------------------------	---------------------------------------	-----------------------------------	---------------------------------------------

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title:

A registered Search statement and documents, or part of a document, referred to as Diagram location in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is Attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

As per attached



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

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

Page 1 of 1

VOLUME 11208 FOLIO 359

Security no : 124089690775F
Produced 04/05/2021 05:51 PM

LAND DESCRIPTION

Lot 186 on Plan of Subdivision 608191C.
PARENT TITLE Volume 11133 Folio 746
Created by instrument PS608191C 08/06/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SAM MCKENZIE of 98 ARENA PARADE OFFICER VIC 3809
AL805119U 10/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS132152L 02/05/2019
BANK AUSTRALIA LTD

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
AF231411Y 26/07/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AH084468R 09/03/2010

DIAGRAM LOCATION

SEE PS608191C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 98 ARENA PARADE OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 20000L BANK AUSTRALIA LTD
Effective from 02/05/2019

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.



Document Type	Plan
Document Identification	PS608191C
Number of Pages (excluding this cover sheet)	6
Document Assembled	04/05/2021 17:55

Copyright and disclaimer notice:

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

The document is invalid if this cover sheet is removed or altered.


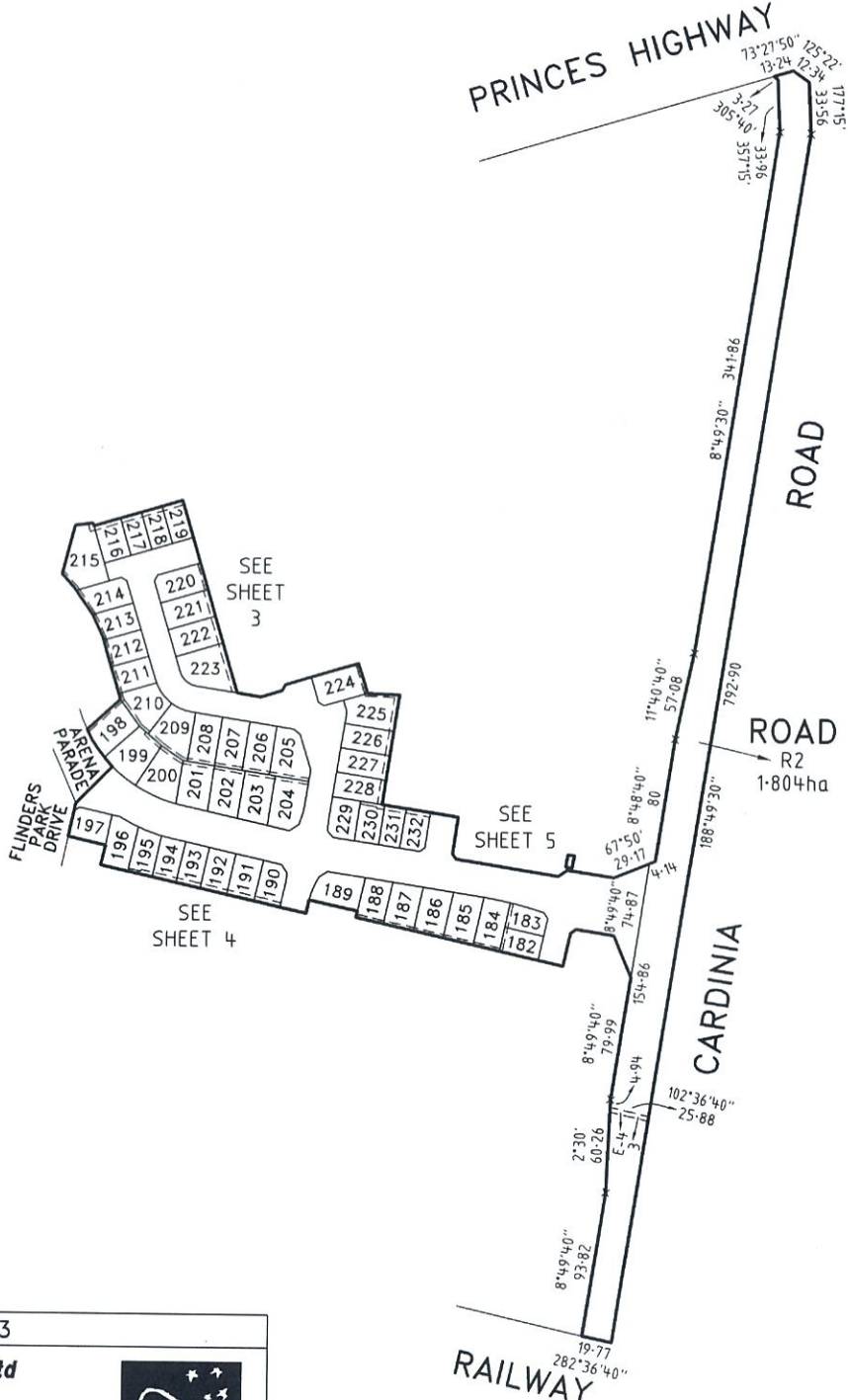
Signed by Council: Cardinia Shire Council, Original Certification: 23/04/2009, S.O.C.: 03/06/2010


PLAN OF SUBDIVISION		Stage No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LRS use only EDITION 1	Plan Number PS 608191C
Location of Land Parish: PAKENHAM Township: — Section: — Crown Allotment: 15 (PART) Crown Portion: — Title Reference: VOL FOL Last Plan Reference: LOT M PS616063R Postal Address: ARENA PARADE (at time of subdivision) OFFICER 3809 MGA Co-ordinates E 362 600 Zone: 55 (of approx. centre of land in plan) N 5 785 500		Council Certification and Endorsement Council Name: CARDINIA SHIRE COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. 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 / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is/ is not a staged subdivision Planning Permit No. T070281		
ROAD R1 ROAD R2 RESERVE No.1	CARDINIA SHIRE COUNCIL ROADS CORPORATION SPI ELECTRICITY PTY LTD	Depth Limitation DOES NOT APPLY		
TANGENT POINTS ARE SHOWN THUS:  LAND SUBDIVIDED - 6.267ha LOTS 1 TO 181 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. Survey This plan is/is not based on survey BP2160F This survey has been connected to permanent marks no(s) 19, 27, 72, 77 & 88 In Proclaimed Survey Area No. 71 THIS IS A SPEAR PLAN				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS608171J PS608171J	CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS616063R PS616063R	CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED
E-4 E-4	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS608163H PS608163H	CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED
<div style="display: flex; justify-content: space-between;"> <div> ARENA STAGE 3 51 LOTS Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992 </div> <div style="text-align: center;">  </div> <div> LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 5334033 22/04/09 VERSION F DWG 533403AF </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div> LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 7/06/10 </div> <div> LRS use only PLAN REGISTERED TIME 6.48 PM DATE 8/06/2010 RHills Assistant Registrar of Titles Sheet 1 of 5 sheets </div> </div>				
ARENA STAGE 3 51 LOTS Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 5334033 22/04/09 VERSION F DWG 533403AF		
		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (F) 23/04/2009

Signed by Council: Cardinia Shire Council, Original Certification: 23/04/2009, S.O.C.: 03/06/2010

PLAN OF SUBDIVISION		Stage No. <hr style="width: 50px; margin: 0;"/>	Plan Number PS 608191C
---------------------	--	----------------------------------------------------	----------------------------------

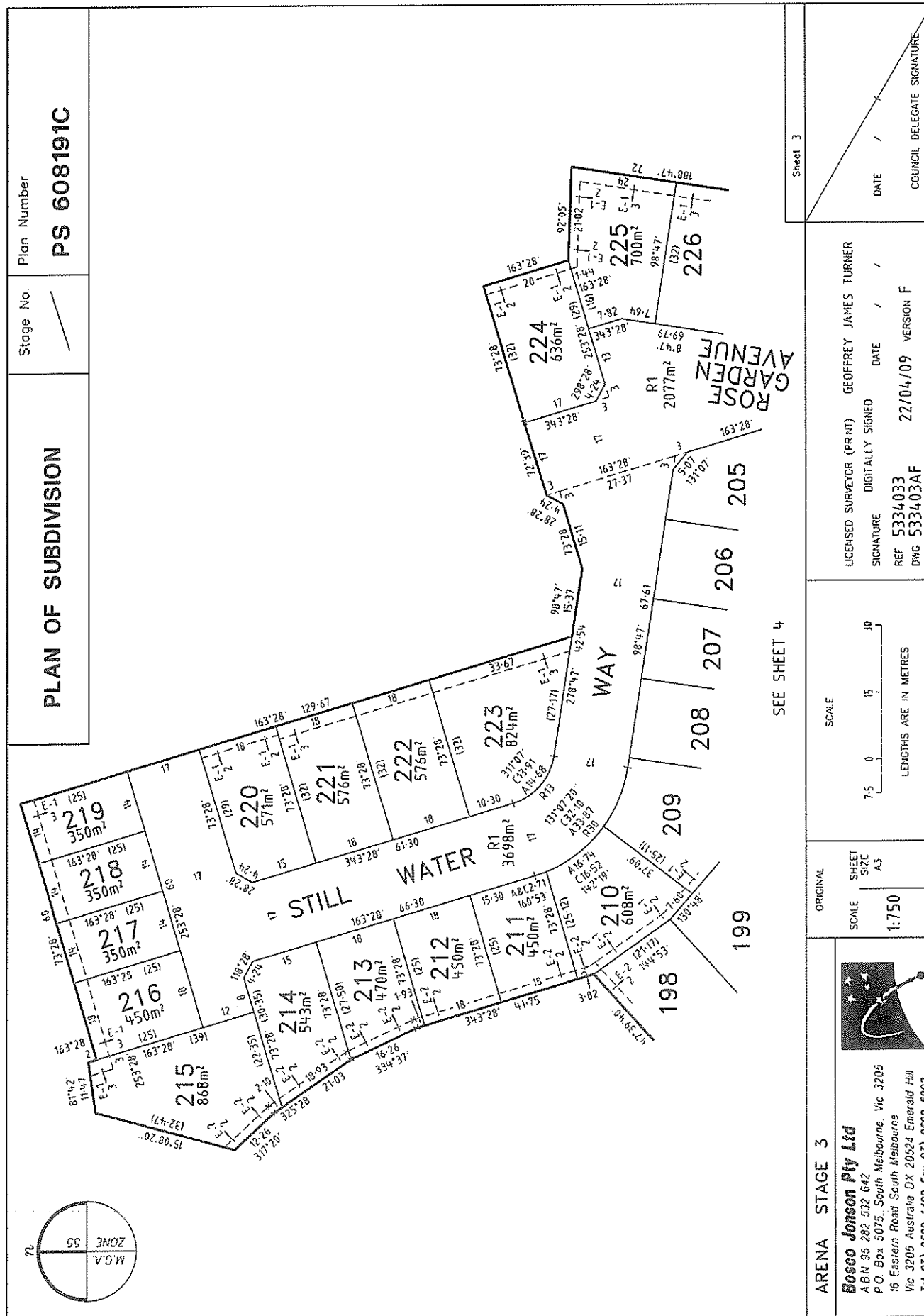



ARENA STAGE 3 Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		
ORIGINAL SCALE 1:3000	SCALE <div style="text-align: center;"> 30 0 60 120 <hr style="width: 100%;"/> LENGTHS ARE IN METRES </div>	
LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 5334033 22/04/09 VERSION F DWG 533403AF		

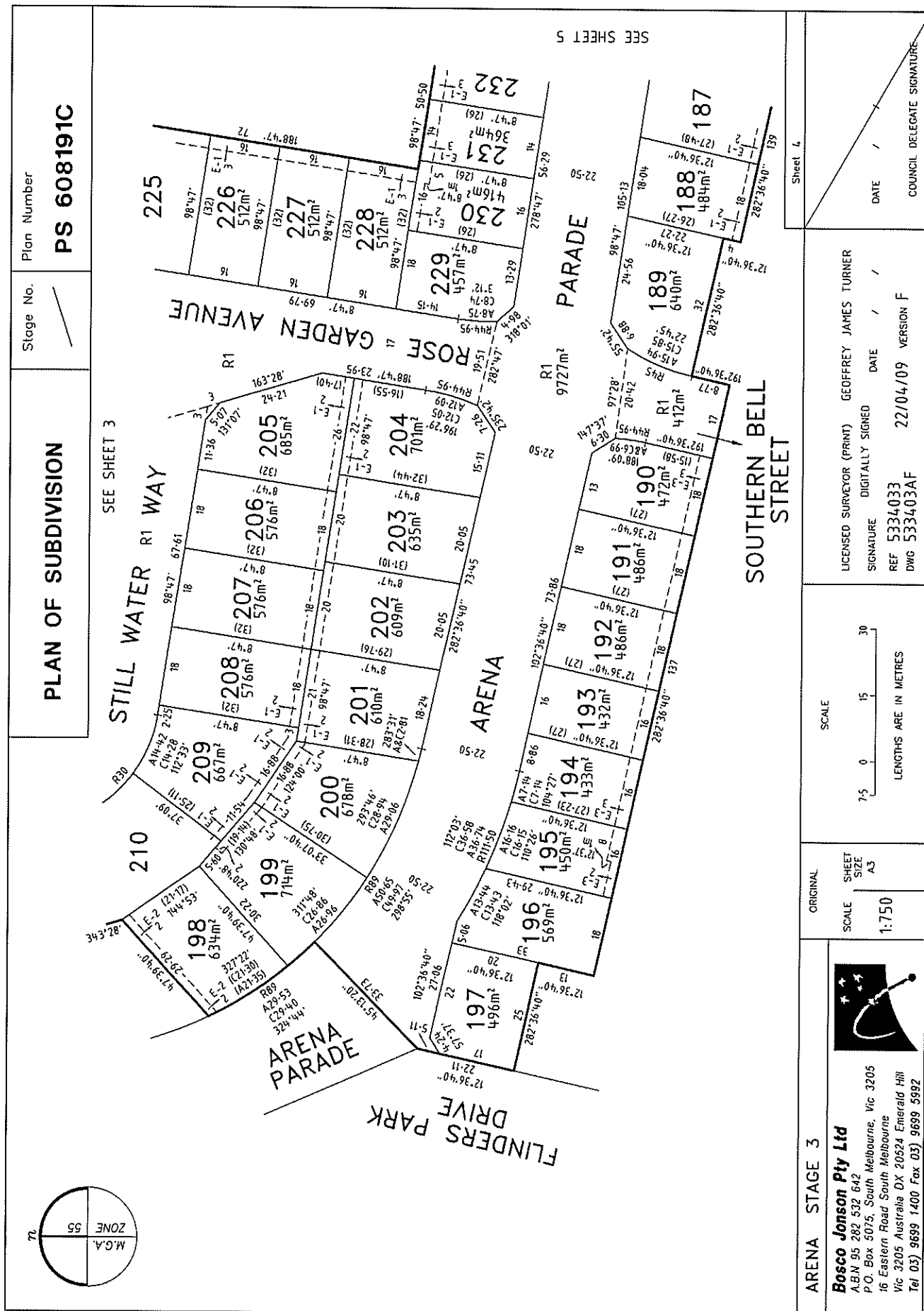
Sheet 2 <div style="height: 100px; border: 1px solid black; position: relative;"> <div style="position: absolute; top: 0; right: 0; width: 100%; height: 100%; border: 1px solid black;"></div> </div>	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (F) 23/04/2009

Signed by Council: Cardinia Shire Council. Original Certification: 23/04/2009, S.O.C.: 03/05/2010



Signed by Council: Cardinia Shire Council, Original Certification: 23/04/2009, S.O.C.: 03/06/2010



SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

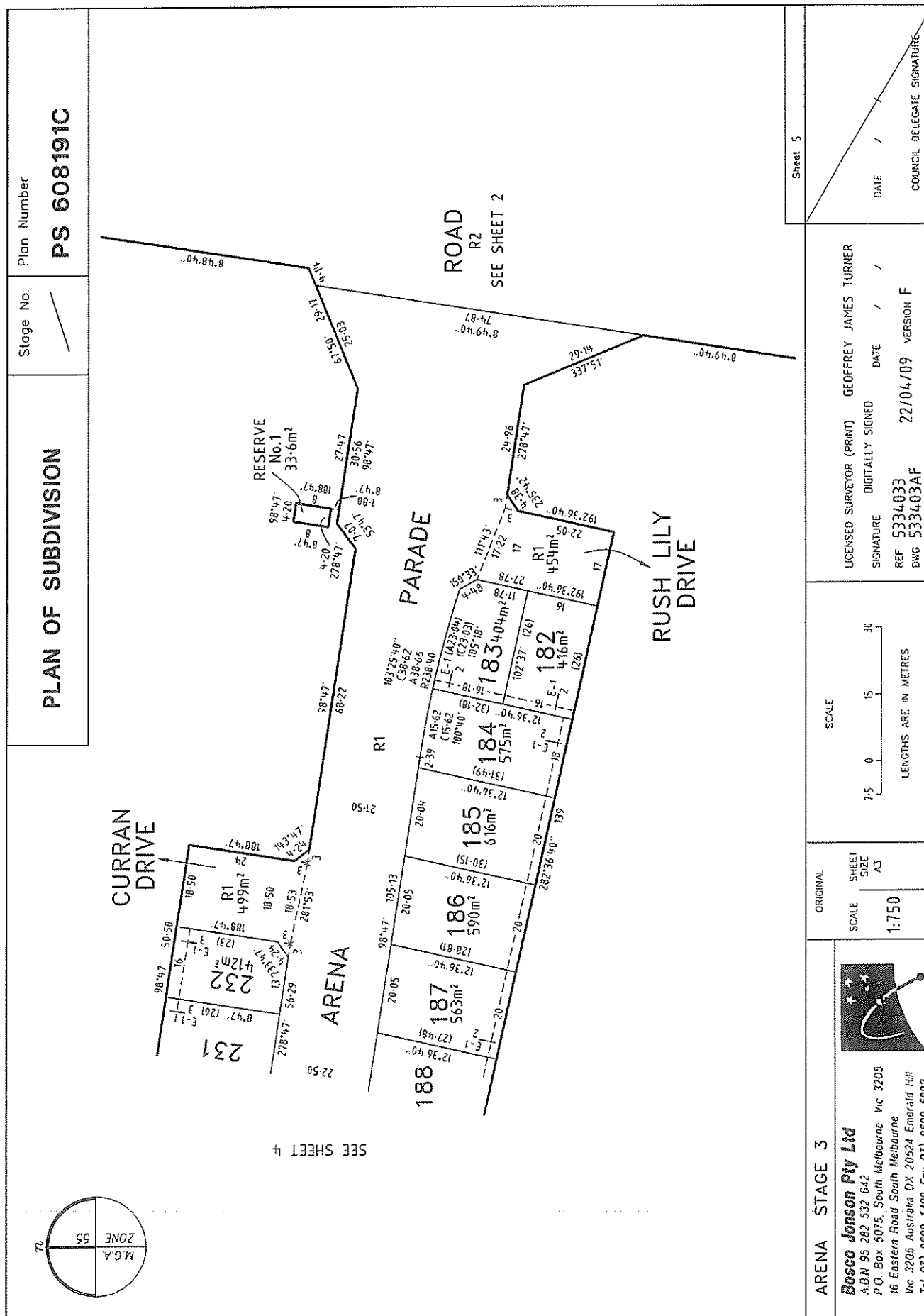
SEE SHEET 3

SEE SHEET 5

SEE SHEET 3

SEE SHEET 5

Signed by Council: Cardinia Shire Council, Original Certification: 23/04/2009, S.O.C.: 03/06/2010



Plan of Subdivision PS608191C
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002526P
Plan Number: PS608191C
Council Name: Cardinia Shire Council
Council Reference Number 1: S08/210
Surveyor's Plan Version: F

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy
Organisation: Cardinia Shire Council
Date: 23/04/2009



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AF231411Y
Number of Pages (excluding this cover sheet)	14
Document Assembled	04/05/2021 18:15

Copyright and disclaimer notice:

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

The document is invalid if this cover sheet is removed or altered.



AF231411Y



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: Mills Oakley Lawyers

Phone: 9605 0935

Address: 4/121 William Street, Melbourne

Ref: Customer Code: 01257D

Privacy Collection Statement

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

The Authority having made an agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 9463 Folio 521, Certificate of Title Volume 9228 Folio 502 and Folio 503

Authority: Cardinia Shire Council of Henty Way, Pakenham Victoria 3810

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.

Signature for Authority:

Name of Officer:

(full name)

JOHN ANDREW HOLLAND

Date:

3 OCTOBER 2006

AF231411Y

26/07/2007 \$97 173



CARDINIA SHIRE COUNCIL

AND

AVJENNINGS PROPERTIES LIMITED

**AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

LAND: 600-620 PRINCES HIGHWAY, OFFICER

MILLS OAKLEY LAWYERS
Level 4, 121 William Street,
MELBOURNE VIC 3000

AUSDOC DX: 558

Tel: 9670 9111
Fax: 9605 0933
email: dga@millsoakley.com.au

Ref: DGA:2087110
Version 7: 01/06/2006

AF231411Y



PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 3rd day of October 2006
BETWEEN

CARDINIA SHIRE COUNCIL of Henty Way, Pakenham in the State of
Victoria ("the Council")

of the First Part

AND

AVJENNINGS PROPERTIES LIMITED (ACN 004 601 503) of Ground
Floor, 1 Lakeside Drive, Burwood East in the State of Victoria
("AVJennings")

of the Second Part

WHEREAS

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. AVJennings has entered into a Contract of Sale to purchase land known as 600-620 Princes Highway, Officer, more particularly described in Certificates of Title Volume 9463 Folio 521 and Volume 9228 Folios 502 and 503 ("the Subject Land"), from the Owner of the Subject Land.
- C. On 10 September 2004 AVJennings recorded its interest in the Subject Land as a Purchaser in fee simple by registering a Caveat (dealing number AD108092U) on the Titles to the Subject Land.
- D. AVJennings enters into this Agreement in anticipation of becoming the Owner of the Subject Land.
- E. On 19 September 2005 the Council resolved ("the Council Resolution") to adopt Amendment C59 to the Cardinia Planning Scheme ("the Planning Scheme") the effect of which is as follows:-
 - (a) rezoning of the Subject Land from Rural Use Zone ("RUZ") to (in part) the Residential 1 Zone ("R1Z") and (in part) the Public Park and Recreation Zone "PPRZ");
 - (b) replacing of the existing Floodway Overlay ("FO") that applies to the Subject Land with a Land Subject to Inundation Overlay ("LSIO");
 - (c) introducing a Development Plan Overlay ("DPO") and Schedule to the DPO to the Subject Land and introduce a Development Plan ("DP") relevant to the Subject Land; and

- (d) introducing a Development Contributions Plan Overlay ("DCPO") and Schedule to the DCPO to the Subject Land and introduce a Development Contributions Plan ("DCP"), ("the Amendment").

and to submit the Amendment to the Minister for Planning for approval after AVJennings entered into a Section 173 Agreement with the Council.

- F. In accordance with the Council Resolution, forwarding of Amendment C59 to the Minister for Planning is subject to AVJennings entering into a Section 173 Agreement with the Council that requires AVJennings to:-

- (a) make contributions in accordance with the requirements of a Development Contributions Plan ("DCP") to be applied to the Subject Land under the DCPO; and
- (b) pending introducing of a specified contribution under the Schedule to the DCPO, make Interim Contributions in accordance with the provisions of this Agreement; and
- (c) provide firstly a District Sporting Reserve which has an area of approximately 8 hectares and secondly various Local Open Space Reserves having a combined area of approximately 1 hectare.

- G. The Parties enter into this Agreement to give effect to the requirements of the Council Resolution and by entering into it the parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "Active Recreation" means any type of Council approved organised sporting event.
- 1.3 "this Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 "the Amendment" means the Amendment proposed in the Council Resolution for the Subject Land.
- 1.5 "Approval" means the last publication of a notice of the approval of the Amendment in the Victorian Government Gazette.
- 1.6 "Approved Development Plan" means the Plan for the development of the Subject Land which is approved by Council pursuant to the Development Plan



Overlay Schedule which will be inserted into the Planning Scheme by the Amendment.

- 1.7 **"AVJennings"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee in Possession.
- 1.8 **"the Council"** means the Cardinia Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.9 **"the Council Resolution"** means the resolution of the Council made at its general meeting held on 19 September 2005 in relation to the Subject Land.
- 1.10 **"the Construction Plan"** means a civil engineering plan or plans prepared by or on behalf of AVJennings and approved by the Council which shows the works to be undertaken in order to adequately drain and to form the levels, contours, finished profiles of and to the District Sporting Reserve and the Local Open Space Recreation Reserves.
- 1.11 **"District Sporting Reserve"** means a Reserve of the type more particularly described in Clause 3.2.1 (a).
- 1.12 **"the Interim Contribution"** means a community and development infrastructure contribution to be paid to the Council until such time as the Planning Scheme provides for payment of a specified Community Infrastructure Levy and a Development Infrastructure Levy.
- 1.13 **"Local Open Space Recreation Reserves"** means land open to the public and used by non-paying persons for informal outdoor leisure or recreation purposes.
- 1.14 **"the Planning Scheme"** means the Cardinia Planning Scheme.
- 1.15 **"Practical Completion"** means the stage of completion of works:
- (a) to the satisfaction of the Council except for minor omissions and/or minor defects –
 - (i) which do not prevent the works from being reasonably capable of being used for their intended purpose; and
 - (ii) which Council determines (and confirms in writing) AVJennings has reasonable grounds for not promptly rectifying; and
 - (iii) rectification of which will not prejudice the convenient use of the works; and
 - (b) where tests required to be carried out and passed before works reach practical completion are carried out and passed; and



(c) where documents and other information required by Council, for the use, operation and maintenance of the works have been supplied to Council and Council has acknowledged, in writing, the receipt of the same.

- 1.16 **"Priority Infrastructure"** means any development infrastructure works approved by the Council in writing as being "Priority Infrastructure".
- 1.17 **"the Subdivision Application"** means an application for planning permit made to the Council for the purpose of subdividing the Subject Land.
- 1.18 **"the Subject Land"** means that part of the land situate at 600-620 Princes Highway, Officer being all of the land described in Certificates of Title Volume 9463 Folio 521 and Volume 9228 Folios 502 and 503, or any part thereof.
- 1.19 **"Total Contribution"** means the Development Infrastructure Contribution specified in Schedule 2 to the Development Contributions Plan Overlay ("DCPO").
- 1.20 **"the Works Application"** means an application for planning permit made to the Council for the purpose of undertaking the development works specified in the Construction Plan.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa.
- 2.2 a reference to a gender includes a reference to each other gender.
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 any reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation of Planning Scheme.
- 2.7 the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 the obligations of AVJennings under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity

with the Land **PROVIDED THAT** if and when the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. AVJENNINGS' COVENANTS

AVJennings covenants and agrees that:

3.1 Subdivision Application

By no later than 1st June 2007 AVJennings will submit to the Council an application for a planning permit to subdivide the Subject Land ("the Subdivision Application").

3.2 Plan of Subdivision

3.2.1 The Plan of Subdivision submitted with the Subdivision Application must show:

- (a) a Reserve of at least 8 hectares in area in a configuration which is to be the same as that applying to the area of the Subject Land which is zoned Public Park and Recreation Zone under the Amendment, for the purpose of a sporting recreation reserve ("District Sporting Reserve"). The District Sporting Reserve shall not form part of the public open space contribution required to be made by AVJennings under the Planning Scheme for its subdivision of that part of the Subject Land zoned Residential 1 under the Amendment; and
- (b) such additional reserves which will constitute a part of the Reserves required to be provided by AVJennings for use as Local Open Space Recreation Reserves and which are shown as Public Open Space on the Development Plan for the Subject Land approved by Council pursuant to the Development Plan Overlay Schedule which will be inserted into the Planning Scheme by the Amendment (Local Open Space Recreation Reserves). The configuration of those reserves is to be reasonably acceptable to the Council for the purpose of their constituting a part of the total Local Open Space Recreation Reserves shown on the Approved Development Plan.

3.2.2 Any subsequent plan of subdivision for the Subject Land must also show further Local Open Space Recreation Reserves, which have a configuration reasonably acceptable to Council for their purpose of constituting further parts of the Local Open Space Recreation Reserves shown on the Approved Development Plan.

3.2.3 The total area of all reserves to be created by one or more plans of subdivision for the purpose of use as Local Open Space Recreation Reserves must not be less than 1 hectare.

AF231411Y



- 3.3 Within 14 clear business days of AVJennings becoming registered as the proprietor of the Subject Land or within 14 clear business days of receipt of a certified copy of the Plan of Subdivision, whichever is the last to occur, AVJennings will lodge the certified Plan of Subdivision with the Victorian Land Registry and shall do all things necessary, or reasonably required, to obtain Registration of the Plan of Subdivision to the satisfaction of the Council.
- 3.4 Each of the Local Open Space Recreation Reserves shall constitute a part of the public open space contribution required to be provided by AVJennings under Clause 52.01 of the Planning Scheme for subdivision of the area of the Subject Land which is zoned Residential 1 under the Amendment.
- 3.5 If the combined area of the Local Open Space Recreation Reserves and any other open space reserves created by AVJennings whilst subdividing the Subject Land is less than the public open space contribution required to be provided under Clause 52.01 of the Planning Scheme, AVJennings will provide the shortfall by undertaking construction works on the District Sporting Reserve in addition to those specified in the Construction Plan to a value equivalent to the value of the shortfall of land provided for public open space. The type of and value of any construction works to be undertaken by AVJennings pursuant to this clause must be agreed in writing by Council and AVJennings prior to commencement of any such works. The public open space contribution shortfall must be provided by AVJennings to the Council prior to the issue of a Statement of Compliance for the final stage of subdivision of the Subject Land.
- 3.6 AVJennings will by no later than 1 February 2007, provide to the Council a draft civil engineering and development plan, for approval by the Council, showing the development works to be undertaken on the District Sporting Reserve and the Local Open Space Recreation Reserves in accordance with the requirements of the Construction Plan.
- 3.7 AVJennings will, not later than 3 months after the Council has given its approval under Clause 3.6 to the Construction Plan, lodge an application for a planning permit to carry out the development works shown in the Construction Plan ("the Works Application"). The Works Application will be accompanied by, in addition to any requirements of the Planning Scheme, at least the following:
- (a) an existing site conditions plan that will show, inter alia, all natural features of the District Sporting Reserve and the Local Open Space Recreation Reserves including contours, waterways and vegetation; and
 - (b) the Construction Plan.
- 3.8 AVJennings will complete the development works specified in the approved Construction Plan for the District Sporting Reserve by no later than 31 December 2008, to the reasonable satisfaction of the Council, or such later date as the Council may approve (acting reasonably).



- 3.9 AVJennings will maintain the District Sporting Reserve and the Local Open Space Recreation Reserves to the complete satisfaction of the Council for a period of two (2) years following Practical Completion of the development works shown on the Construction Plan, provided however the obligation to maintain the District Sporting Reserve shall end prior to expiry of the 2 year period if during that period the District Sporting Reserve commences to be used for Active Recreation purposes. In that event the obligation to maintain the District Sporting Reserve ends immediately on the first occasion of its being used for Active Recreation purposes.
- 3.10 AVJennings will pay the costs and expenses of and incidental to carrying out the development works necessary to implement the Construction Plan. The costs associated with the carrying out of such development works and the maintenance of those works (as required by Clause 3.9) will not be off-set against any development contributions required to be paid or provided by AVJennings to the Council whether under this Agreement or under the Planning Scheme.
- 3.11 AVJennings will pay to the Council the Development Infrastructure contribution specified in Schedule 2 to the DCPO to be introduced into the Planning Scheme as a result of Approval of the Amendment ("Total Contribution").
- 3.12 If no Development Contribution is specified in the approved Amendment AVJennings will pay to the Council any Development Infrastructure contribution applicable to the Subject Property and specified in a Schedule to the DCPO introduced by a later amendment to the Planning Scheme. Until such time as the Planning Scheme is amended to include a specified Development Infrastructure contribution, AVJennings shall pay to the Council the Interim Contribution as set out in Clause 3.13 ("the Interim Contribution").
- 3.13 The Interim Contribution shall be \$6,000.00 (indexed annually in accordance with the "other than house building index" for Melbourne published by the Australian Bureau of Statistics) per Lot or dwelling created or constructed on account of community and development infrastructure levies. The Interim Contribution shall be paid prior to the issue of a Statement of Compliance for any subdivision, or stage thereof, of the Subject Land.
- 3.14 AVJennings will pay the costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

4. MUTUAL COVENANTS

- 4.1 Upon Approval of Schedule 2 to the DCPO specifying the development contributions payable in respect of the Subject Land, AVJennings and the Council will promptly reconcile any Interim Contributions paid by AVJennings to the Council against both the Total Contribution that would have been payable by AVJennings and the Community Infrastructure Contribution that would have been payable under Schedule 2 to the DCPO if that Schedule had been in force for the period during which the Interim



Contributions have been paid. If the reconciliation shows Interim Contributions paid by AVJennings to the Council:

- (a) Exceeds the Total Contribution and the applicable Community Infrastructure Contribution and there are future development contribution obligations under Schedule 2 in respect of the Subject Land the excess amount will be off-set against those future development infrastructure contribution obligations; or
- (b) Exceeds the Total Contribution and the applicable Community Infrastructure Contribution and there are no future development infrastructure contribution obligations under Schedule 2 in respect of the Subject Land, the Council will refund the excess contributions paid by AVJennings no later than three (3) months after completion of the reconciliation of the Total Contribution and applicable Community Infrastructure Contribution with the Interim Contribution; or
- (c) Is less than the Total Contribution and the applicable Community Infrastructure Contribution AVJennings will pay the Council the shortfall no later than three (3) months after completion of the reconciliation of the Total Contribution and applicable Community Infrastructure Contribution with the Interim Contribution.

- 4.2 Upon Approval of Schedule 2 to the DCPO, specifying the development contribution payable in respect of the Subject Land AVJennings shall pay the Total Contribution in accordance with the provisions of that Schedule.

Priority Infrastructure

- 4.3 The value of any Priority Infrastructure works undertaken by AVJennings may, with the agreement of the Council and at Council's sole discretion, be off-set against the Interim Contribution or Total Contribution.
- 4.4 The valuation of Priority Infrastructure works, for the purpose of off-setting the costs of those works against the Interim Contribution or Total Contribution, must be agreed in writing to by the Council and AVJennings prior to the commencement of the Priority Infrastructure works.

Community Infrastructure Contribution

- 4.5 Upon Approval of Schedule 2 to the DCPO specifying the development contributions payable in respect of the Subject Land AVJennings will include in any Contract selling a part of the Subject Land a Special Condition pursuant to which the Purchaser acknowledges that it is required to make payment of a Community Infrastructure Contribution to the Council before a Building Permit is issued allowing any building work to be done on the parcel of Land the subject matter of the Contract.

5. AVJENNINGS' WARRANTIES

Without limiting the operation or effect which this Agreement has, AVJennings warrants that:



- 5.1 apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Planning Scheme or any permit or approved plan under the Planning Scheme.
- 5.2 it has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Subject Land.
- 5.3 at all times it will use best endeavours to achieve compliance with all aspects of Clause 3.3 by no later than 31 December 2007.

6. FURTHER COVENANTS OF AVJENNINGS

AVJennings covenants and agrees that it will:

6.1 Notice

Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees, lessees and assigns;

6.2 Compliance

6.2.1 do all things necessary to give effect to this Agreement.

6.2.2 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement and register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and to do all things necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that Section; and

6.3 Agreement under Section 173 of the Act

The Council and AVJennings agree that without limiting the respective powers to enter into this Agreement and, insofar as can be so treated, this Agreement is made pursuant to Section 173 of the Act.

7. GENERAL MATTERS

7.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

7.1.1 by delivering it personally to that party;

AF231411Y

26/07/2007 \$97 173



7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

7.2 A notice or other communication is deemed served:

7.2.1 if delivered, on the next following business day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

7.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of the business day on which it is sent.

7.3 **No Waiver**

Any time or other indulgence granted by the Council to AVJennings or any variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against AVJennings 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.

7.4 **Severability**

If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

7.5 **No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning permit or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

8. **COMMENCEMENT OF AGREEMENT**

This Agreement commences from the date when both parties execute this Agreement.

9. **ENDING OF AGREEMENT**

9.1 This Agreement will end upon the completion of all of the obligations of the parties set out in Clauses 3 and 4 of this Agreement.

AF231411Y

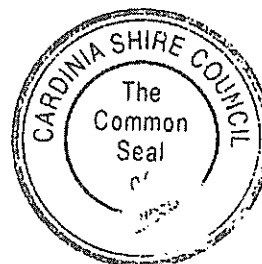


- 9.2 Upon the ending of this Agreement Council will give AVJennings a signed Application under Section 183 of the Act promptly upon receiving a written request to do so and will take any other step under the Act as may be necessary to ensure that this Agreement is ended.



EXECUTED by the parties on the date set out at the commencement of this Agreement.

The **COMMON SEAL** of **CARDINIA SHIRE COUNCIL** was affixed hereto in accordance with the delegated authority of the Council in the presence of:



J. McQuillan
.....
Chief Executive Officer

.....
Councillor

The **COMMON SEAL** of **AVJENNINGS PROPERTIES LIMITED** was affixed in accordance with its Constitution in the presence of:



Director Full Name *Louis Milkovits*

Usual Address *1 Lakeside Drive Burwood East*

Director/Secretary *M. Linacre* Full Name *Helga Linacre*

Usual Address *1 Lakeside Drive Burwood East*

AF231411Y

26/07/2007 \$97 173





Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AH084468R
Number of Pages (excluding this cover sheet)	26
Document Assembled	04/05/2021 18:16

Copyright and disclaimer notice:

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

The document is invalid if this cover sheet is removed or altered.



AH084468R



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: Mills Oakley Lawyers

Phone: 9605 0935

Address: 4/121 William Street, Melbourne

Ref: Customer Code: 13223E

Privacy Collection Statement

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

The Authority having made an agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificates of Title Volume 11133 Folios 746

Authority: Cardinia Shire Council, Municipal Offices, Henty Way, Pakenham 3810

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.

Signature for Authority:

Name of Officer:

(print full name) JAN CUSSEN

Date: 28 January, 2010



**MILLS
OAKLEY**
LAWYERS

AH084468R

09/03/2010 \$102.90 173


**Section 173
Agreement
(Stage 3)**

BETWEEN

CARDINIA CITY COUNCIL

AND

**AVJENNINGS OFFICER SYNDICATE
LIMITED ACN 121 634 606**

AND

**AVJENNINGS PROPERTIES LIMITED
ACN 004 601 503**

Mills Oakley

**Level 4, 121 William Street
MELBOURNE VIC 3000**

Telephone: 03 9670 9111

Facsimile: 03 9605 0933

DX: 558

Email: mparas@millsoakley.com.au

Website: www.millsoakley.com.au

Our ref: DGA: DGA:2115271

AH084468R

09/03/2010 \$102.90 173



Index

1	INTERPRETATION	3
1.1	Definitions	3
1.2	Construction	5
2.	AGREEMENT UNDER SECTION 173 OF THE ACT	6
3.	COMMENCEMENT AND ENDING OF AGREEMENT	6
3.1	Commencement	6
3.2	Ending	6
4.	BUILDING OBLIGATIONS	7
5.	LANDSCAPING WORKS OBLIGATIONS	7
6.	FENCING WORKS OBLIGATIONS	8
7.	RECYCLED WATER	8
8.	ACKNOWLEDGEMENTS BY OWNER	8
9.	STATUTORY ROLE OF COUNCIL	9
10.	REGISTRATION AND OTHER OBLIGATIONS	9
10.1	Successors in Title	9
10.2	Registration	9
11.	NOTICES	9
12.	GENERAL	9
12.1	Legal Costs	10
12.2	Amendment	10
12.3	Waiver and Exercise of Rights	10
12.4	Rights Cumulative	10
12.5	Further Steps	10
12.6	Liability	10
12.7	Severability	10
12.8	Governing Law and Jurisdiction	12
	Annexure A Building Envelope Plan	12
	Annexure B Arena Building and Design Guidelines	13

AH084468R

09/03/2010 \$102.90 173



2008

THIS AGREEMENT is made on

BETWEEN

CARDINIA CITY COUNCIL of Henty Way, Pakenham Victoria
3810 ("Council")

AND

AVJENNINGS OFFICER SYNDICATE LIMITED (ACN 121 634
606) of 6 Lakeside Drive, Burwood East Victoria 3151 ("Owner")

AND

AVJENNINGS PROPERTIES LIMITED (ACN 004 601 503)
of 6 Lakeside Drive, Burwood East Victoria 3151 ("AVJennings")

RECITALS:

- A. The Owner is the registered proprietor of the Land.
- B. The Council is the responsible authority under the Act for the administration and enforcement of the Planning Scheme which applies to the Land.
- C. The Owner is proposing to subdivide and develop the Land (amongst other areas) and sell the individual Lots and, for this purpose, the Owner wishes to give effect to certain guidelines that are desirable for the appropriate development of the Land.
- D. The parties have agreed to enter into this Agreement on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"Act" means the *Planning and Environment Act 1987*.

"Agreement" means this document and the agreement constituted by it.

"Arena Building and Design Guidelines" means a set of building and design guidelines generally in accordance with the design and building guidelines relating to the Land set out in Annexure B.

"Building Act" means the *Building Act 1993*.

"Building Envelope Plan" means the requirements relating to setback, siting and height limits for the development and use of the Land set out on a plan generally in accordance with the draft document so named and attached as Annexure A.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Corner Lot" means any lot on the:

- (a) Building Envelope Plan indicated as a Corner Lot;
- (b) Plan of Subdivision which has more than one road boundary or has road boundary and a reserve/public space boundary.

"Council" means the Cardinia City Council and its successors.

"Fence" means a fence or retaining wall, whether on the boundary of a Lot or otherwise.

"Fencing Works" means the construction of fencing and associated works in accordance with the Arena Building and Design Guidelines.

"Front Garden" means any part of the Lot that can be seen from the road or reserve/public space that is not behind an 1800mm high solid fence.

"House Works" means excavation works and the construction of a dwelling, garage and Fence on a Lot.

"Land" means lots 182 to 232 (both inclusive) on Plan of Subdivision PS608191C being part of the land comprised in Certificates of Title Volume 11133 Folio 746.

"Landscaping Works" means landscaping and associated works to the Front Garden area of a Lot to be constructed by or on behalf of the Owner and not by AVJennings.

"Lot" means any one of the lots comprising the Land.

"Occupancy Permit" means a permit or certificate from the Council or other duly authorised person or body certifying that the dwelling forming part of the House Works on a Lot is suitable for occupation.

"Owner" means the Owner and the Owner's successor's, being any person registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Land or any part of the Land and includes a mortgagee in possession.

"Plan of Subdivision" means plan of subdivision number PS608191C.

"Planning Scheme" means the Cardinia Planning Scheme (as amended from time to time) and any planning scheme which replaces it.

"South East Water" means the water retail company owned by the Victorian Government responsible for the provision of water supply to the Lot.

AH084468R

09/03/2010 \$102.90 173



AH084468R

09/03/2010 \$102.90 173



1.2 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation;
 - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (iv) a right includes a benefit, remedy, discretion and power;
 - (v) this or any other Agreement includes the Agreement as novated, varied or replaced and despite any change in the identity of the parties;
 - (vi) writing includes any mode or representing or reproducing words in tangible and permanently visible form, and includes fax transmission; and
 - (vii) this Agreement includes all schedules and annexures to it;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by references to a day or event, that day or the day of that event is excluded.

AH084468R

09/03/2010 \$102.90 173



2. AGREEMENT UNDER SECTION 173 OF THE ACT

- 2.1 Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed for specific purposes.

3. COMMENCEMENT AND ENDING OF AGREEMENT

3.1 Commencement

This Agreement will come into force and effect on and from the date of execution.

3.1 Ending

This Agreement will end 10 years after the date it is executed after which Council must sign any Application under Section 183 of the Act for removal of the recording of this Agreement upon its being provided with an Application prepared by and at the cost of any Owner of a Lot.

4. BUILDING OBLIGATIONS

- 4.1 Unless the Council first agrees in writing, the Land must only be developed in accordance with:

- (a) the Arena Building and Design Guidelines; and
- (b) the Building Envelope Plan.

- 4.2 Before commencing construction of House Works on a Lot, the Owner must:

- (a) submit two sets of plans to AVJennings; and
- (b) obtain the written approval of AVJennings to the plans.

- 4.3 Subject to clause 8 for the purposes of sub-paragraph 4.2(b), AVJennings must:

- (a) approve the plans if AVJennings is satisfied that the plans comply with the Arena Building and Design Guidelines and the Building Envelope Plan; and
- (b) endorse the plans approved under sub-paragraph 4.3(a) as complying with the requirements of paragraph 4.1.

- 4.4 If AVJennings rejects or requires amendments to the plans submitted under sub-paragraph 4.2(a), the Owner may amend the plans and resubmit the amended plans to AVJennings for approval under paragraph 4.3.
- 4.5 Unless the Council first agrees in writing, the Owner must not submit plans to the Council or a private building surveyor for approval under the Building Act unless those plans have been approved and endorsed by AVJennings under paragraph 4.3.
- 4.6 The Owner must not vary the plans approved and endorsed by AVJennings under this clause 4 without first obtaining the further written approval of AVJennings.

5. LANDSCAPING WORKS OBLIGATIONS

- 5.1 The Owner must only construct Landscaping Works on a Lot in accordance with the Arena Building and Design Guidelines.

6. FENCING WORKS OBLIGATIONS

- 6.1 The Owner must only construct a Fence on a Lot in accordance with the Arena Building and Design Guidelines.
- 6.2 Before commencing construction of a Fence on a Lot, the Owner must:
 - (a) submit two sets of the Fence plan to AVJennings; and
 - (b) obtain the written approval of AVJennings to the Fence plan.
- 6.3 Subject to clause 8 and for the purposes of paragraph 6.2(b), AVJennings must approve and endorse a Fence plan if it is satisfied that the Fence plan complies with the Arena Building and Design Guidelines.
- 6.4 If AVJennings rejects or requires amendments to a Fence plan submitted under paragraph 6.2(a), the Owner may amend the Fence plan and resubmit the amended Fence plan to AVJennings for approval under paragraph 6.3.
- 6.5 The Owner must not vary a Fence plan approved and endorsed by AVJennings under this clause 6 without first obtaining the further written approval of AVJennings.

AH084468R





7. RECYCLED WATER

7.1 The Owner acknowledges that:

- (a) South East Water will in the future supply recycled water to the Lot;
- (b) in the interim, Lots with recycled water connections will be receiving temporary potable water through their recycled water plumbing;
- (c) as directed by the Victorian State Government, all potable water is subject to the permanent water saving rules as well as staged restrictions. Therefore, the temporary potable water, supplied through the recycled water plumbing, is subject to staged restrictions; and
- (d) once recycled water is supplied by South East Water, the permanent water saving rules and staged restrictions will not apply to the recycled water use.

8. ACKNOWLEDGEMENTS BY OWNER

8.1 The Owner acknowledges that in granting approvals under clauses 4 and 6, AVJennings:

- (a) may from time to time vary or waive the application of one or more provisions of the Arena Building and Design Guidelines and the Building Envelope Plan insofar as they apply to a particular Lot and the Owner is not entitled to receive and must not claim compensation from AVJennings in respect of any variation or waiver;
- (b) does not represent that any approvals required to be granted by the Council or any other relevant authority will be granted;
- (c) does not represent that the plans, the Fence plan or the landscaping plan comply with or are compatible with the Planning Scheme or building regulations at the time of approval and endorsement; and
- (d) is not responsible for the adequacy of the plans, the Fence plan or the landscaping plan or their suitability for the purposes for which they are intended, notwithstanding that the plans, the Fence plan or the landscaping plan may have been approved by AVJennings.

9. STATUTORY ROLE OF COUNCIL

9.1 The parties acknowledge that this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to this Agreement or otherwise and the provisions of this Agreement must be read and construed accordingly.

AH084468R

09/03/2010 \$102.90 173



10. REGISTRATION AND OTHER OBLIGATIONS

10.1 Successors in Title

The Owner agrees that each obligation imposed on the Owner under this Agreement:

- (a) takes effect as a covenant which is annexed to and runs at law and in equity with the Land; and
- (b) binds the Owner, its successors, assigns and transferees and the registered proprietor (including a mortgagee in possession) for the time being of the whole or any part of the Land and in particular to each transferee of a Lot.

10.2 Registration

The Owner must:

- (a) consent to the Council making an application to the Registrar of Titles to make a recording of this Agreement in the register on the certificate of title to the Land in accordance with Section 181 of the Act; and
- (b) do all things necessary to enable the Council to make the application described in paragraph (a) including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable a recording to be made in the register under that Section.

11. NOTICES

- 11.1 Any notice, demand, certification, process or other communication relating to this Agreement may be served on the Owner by pre-paid ordinary mail, personally delivered or left at the Owner's address.
- 11.2 A communication which has been posted is deemed to have been served at the expiration of 24 hours from the time of posting.

12. GENERAL

12.1 Legal Costs

- (a) AVJennings must pay the Council's reasonable legal costs in relation to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which, until paid, remain a debt due to the Council.
- (b) The Owner must pay the Council's reasonable legal costs in relation to the enforcement of this Agreement and the removal of this Agreement

from the register of the Land Titles Office in respect of a particular Lot.

12.2 Amendment

Subject to Section 178 of the Act, this Agreement may only be varied or replaced by a document duly executed by the parties.

12.3 Waiver and Exercise of Rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

12.4 Rights Cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

12.5 Further Steps

Each party must promptly do whatever any other party reasonable requires of it to give effect to this Agreement and to perform its obligations under it.

12.6 Liability

An obligation of two or more persons binds them separately and together.

12.7 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operational.

12.8 Governing Law and Jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable 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 from any of those Courts and waives any right to object to any proceedings being brought in those Courts.

AH084468R

09/03/2010 17:30



AH084468R

09/03/2010 \$102.90 173



Executed as a Deed.

Signed by and on behalf, and with the authority
of the **CARDINIA SHIRE COUNCIL** by Jan
Cussen, in the exercise of power conferred by
an Instrument of Delegation dated ~~18 June,~~
~~2006~~: **16 November 2009**

)
)
)
)
)
)
)

J. Cussen

.....
In the presence of:

.....
Witness *Angela Carter*

Executed by **AVJENNINGS OFFICER
SYNDICATE LIMITED** by being signed by
its Attorney **Peter Hood** pursuant to Power of
Attorney dated 31 July 2008 who certifies that
he has received no notice of the revocation
thereof and in the presence of:

)
)
)
)
)
)
)

.....
Peter Hood
Peter Hood

.....
Witness *[Signature]*

Executed by **AVJENNINGS PROPERTIES
LIMITED** by being signed by its Attorney
Peter Hood pursuant to Power of Attorney
dated 30 August 2007 who certifies that he has
received no notice of the revocation thereof and
in the presence of:

)
)
)
)
)
)
)

.....
Peter Hood
Peter Hood

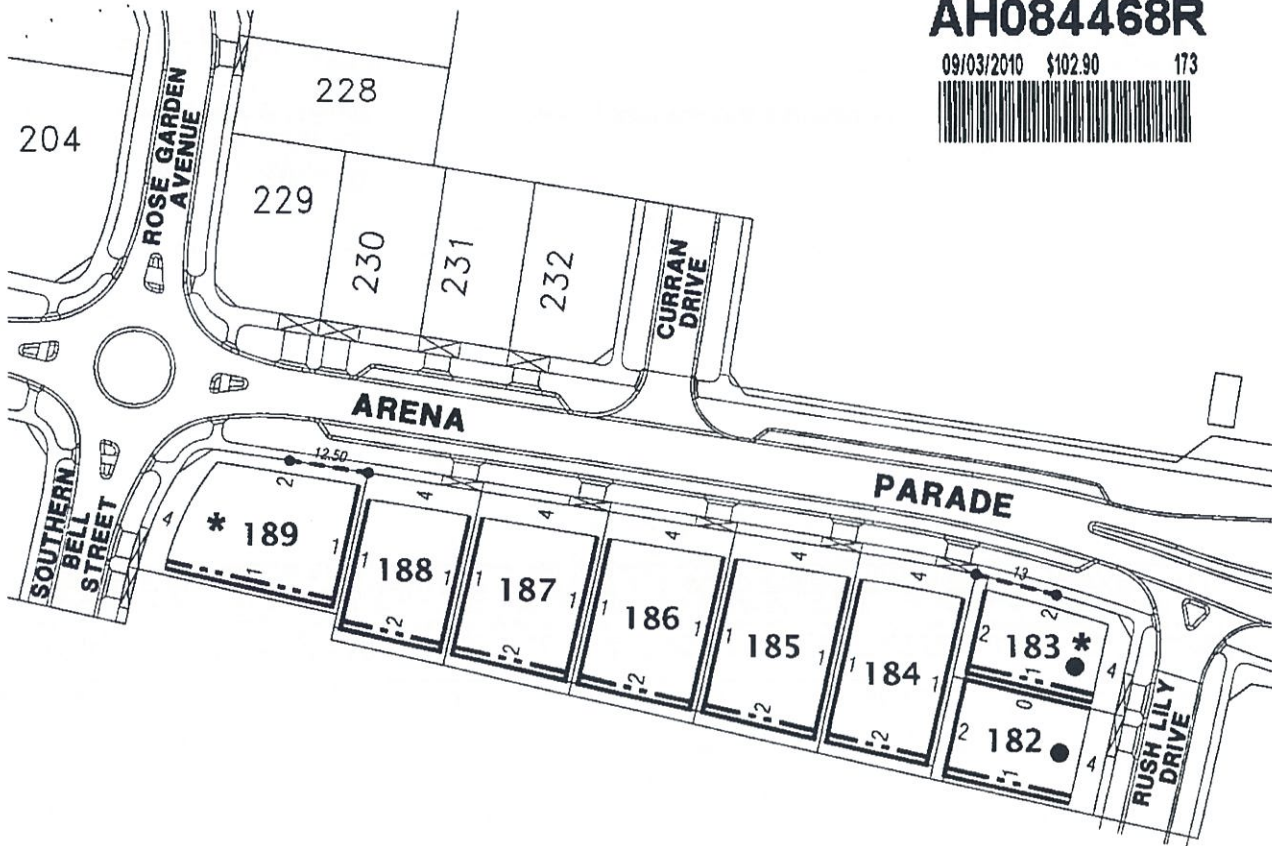
.....
Witness *[Signature]*

Annexure A Building Envelope Plan



AH084468R

09/03/2010 \$102.90 173



LEGEND

182 LOT NUMBER

AREA IN WHICH BUILDINGS MAY BE SITED

4 DISTANCE FROM LOT BOUNDARY
NOTE: MINIMUM SETBACK TO THE GARAGE FROM THE STREET FRONTAGE MUST BE 5.50 METRES

[S] SINGLE STOREY DWELLINGS ARE REQUIRED TO HAVE SINGLE CAR ACCOMMODATION ONLY & MUST PROVIDE A MINIMUM OF TWO ROOMS WITH WINDOWS FACING THE MAIN STREET FRONTAGE

— RETAINING WALL

● MINIMUM 2 STOREY DWELLING REQUIRED

* CORNER LOT: HOUSES CONSTRUCTED ON CORNER LOTS MUST BE DESIGNED TO ADDRESS BOTH FRONTAGES THROUGH THE USE OF WRAP AROUND VERANDAHs, FEATURE WINDOW DETAIL ETC THAT MATCH THE FRONT ELEVATION

----- CORNER BOUNDARY FENCING TO BE CONSTRUCTED IN ACCORDANCE WITH THE ARENA AT OFFICER NEIGHBOURHOOD DESIGN PRINCIPLES.

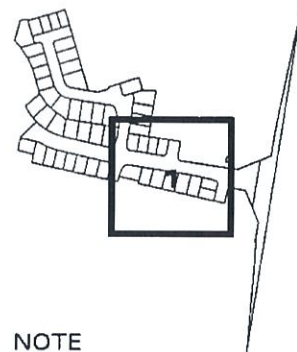
NOTE: FENCING BETWEEN LOTS 215 & 216 AND BETWEEN LOTS 215 & 214 TO BE CONSTRUCTED AS STANDARD SIDE BOUNDARY FENCE (i.e. CAPPED VERTICAL TIMBER PALING 1.80m IN HEIGHT)

12.50 MAXIMUM LENGTH OF SIDE STREET FENCE (CORNER LOTS ONLY)

--- MINIMUM 2.10m SETBACK TO SECOND STOREY WALLS

— OVERLOOKING APPLIES IN ACCORDANCE WITH THIS DOCUMENTS EXPLANATORY NOTES

KEY TO SHEETS



NOTE

THIS PLAN VARIES THE FOLLOWING 2006 BUILDING REGULATIONS: 409, 414, 415, 416, 417, 419 & 420 (SEE EXPLANATORY NOTES)

All distances are shown in metres
0 5 10 20 30m 1:1000 (at A4 size)



STAGE 3
PS 608191C, version F



BUILDING ENVELOPE PLAN, version C

CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009
SHEET 1 OF 6



AH084468R

09/03/2010 \$102.90 173



LEGEND

182 LOT NUMBER

AREA IN WHICH BUILDINGS MAY BE SITED

4 DISTANCE FROM LOT BOUNDARY
NOTE: MINIMUM SETBACK TO THE GARAGE FROM THE STREET FRONTAGE MUST BE 5.50 METRES

[S] SINGLE STOREY DWELLINGS ARE REQUIRED TO HAVE SINGLE CAR ACCOMMODATION ONLY & MUST PROVIDE A MINIMUM OF TWO ROOMS WITH WINDOWS FACING THE MAIN STREET FRONTAGE

— RETAINING WALL

● MINIMUM 2 STOREY DWELLING REQUIRED

* CORNER LOT: HOUSES CONSTRUCTED ON CORNER LOTS MUST BE DESIGNED TO ADDRESS BOTH FRONTAGES THROUGH THE USE OF WRAP AROUND VERANDAHs, FEATURE WINDOW DETAIL ETC THAT MATCH THE FRONT ELEVATION

----- CORNER BOUNDARY FENCING TO BE CONSTRUCTED IN ACCORDANCE WITH THE ARENA AT OFFICER NEIGHBOURHOOD DESIGN PRINCIPLES.

NOTE: FENCING BETWEEN LOTS 215 & 216 AND BETWEEN LOTS 215 & 214 TO BE CONSTRUCTED AS STANDARD SIDE BOUNDARY FENCE (i.e. CAPPED VERTICAL TIMBER PALING 1.80m IN HEIGHT)

12.50 MAXIMUM LENGTH OF SIDE STREET FENCE (CORNER LOTS ONLY)

--- MINIMUM 2.10m SETBACK TO SECOND STOREY WALLS

— OVERLOOKING APPLIES IN ACCORDANCE WITH THIS DOCUMENTS EXPLANATORY NOTES

All distances are shown in metres
0 5 10 20 30m 1:1000 (at A4 size)

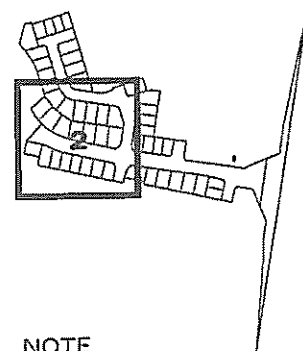


BUILDING ENVELOPE PLAN, version C

STAGE 3
PS 608191C, version F



KEY TO SHEETS



NOTE

THIS PLAN VARIES THE FOLLOWING 2006 BUILDING REGULATIONS: 409, 414, 415, 416, 417, 419 & 420 (SEE EXPLANATORY NOTES)

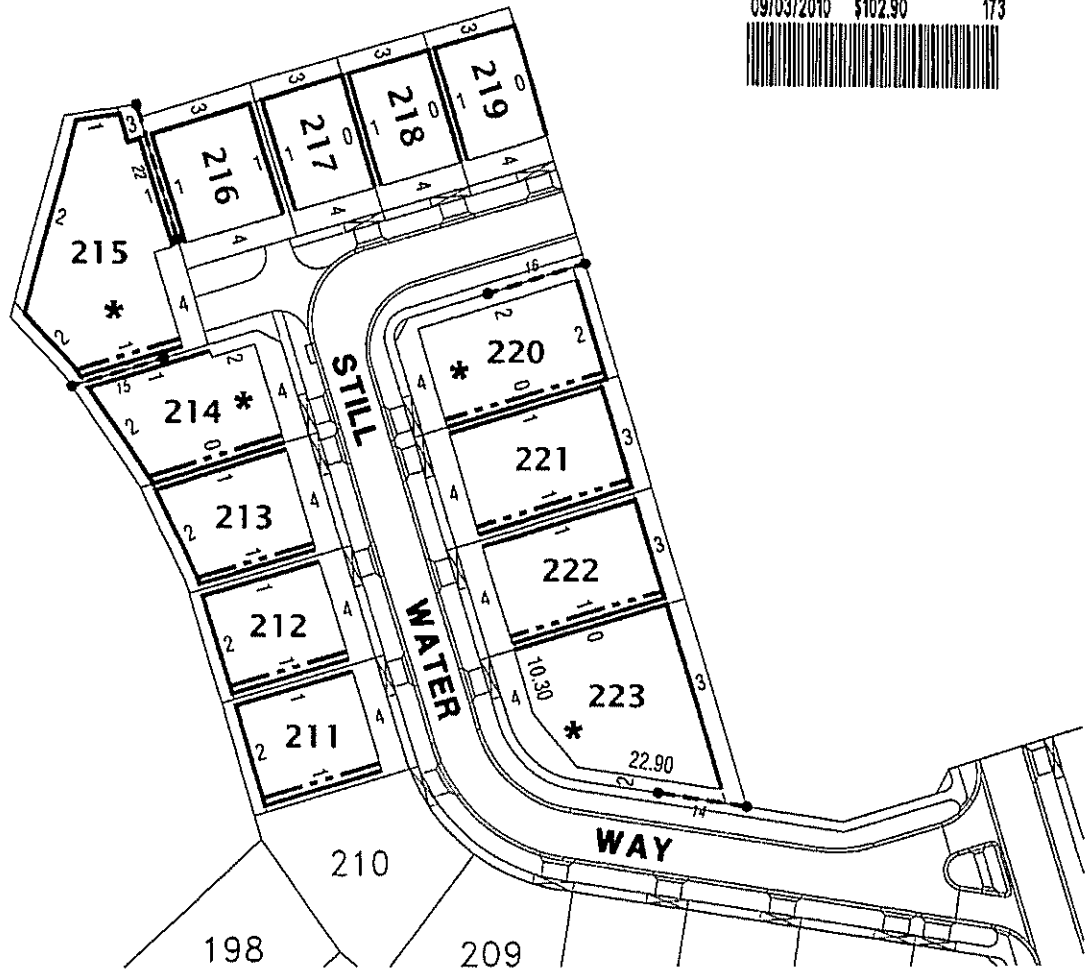
CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009
SHEET 2 OF 6

AH084468R

09/03/2010 \$102.90 173



LEGEND

182 LOT NUMBER

AREA IN WHICH BUILDINGS MAY BE SITED

4 DISTANCE FROM LOT BOUNDARY
NOTE: MINIMUM SETBACK TO THE GARAGE FROM THE STREET FRONTAGE MUST BE 5.50 METRES

[S] SINGLE STOREY DWELLINGS ARE REQUIRED TO HAVE SINGLE CAR ACCOMMODATION ONLY & MUST PROVIDE A MINIMUM OF TWO ROOMS WITH WINDOWS FACING THE MAIN STREET FRONTAGE

— RETAINING WALL

● MINIMUM 2 STOREY DWELLING REQUIRED

* CORNER LOT: HOUSES CONSTRUCTED ON CORNER LOTS MUST BE DESIGNED TO ADDRESS BOTH FRONTAGES THROUGH THE USE OF WRAP AROUND VERANDAHs, FEATURE WINDOW DETAIL ETC THAT MATCH THE FRONT ELEVATION

----- CORNER BOUNDARY FENCING TO BE CONSTRUCTED IN ACCORDANCE WITH THE ARENA AT OFFICER NEIGHBOURHOOD DESIGN PRINCIPLES.
NOTE: FENCING BETWEEN LOTS 215 & 216 AND BETWEEN LOTS 215 & 214 TO BE CONSTRUCTED AS STANDARD SIDE BOUNDARY FENCE (i.e. CAPPED VERTICAL TIMBER PALING 1.80m IN HEIGHT)

12.50 MAXIMUM LENGTH OF SIDE STREET FENCE (CORNER LOTS ONLY)

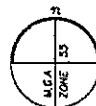
--- MINIMUM 2.10m SETBACK TO SECOND STOREY WALLS

— OVERLOOKING APPLIES IN ACCORDANCE WITH THIS DOCUMENTS EXPLANATORY NOTES

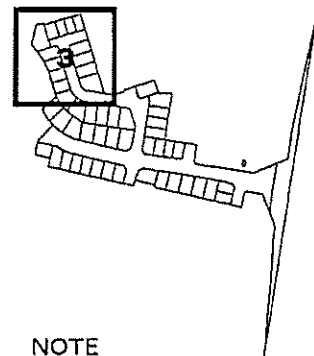
All distances are shown in metres
0 5 10 20 30m 1:1000 (at A4 size)



STAGE 3
PS 608191C, version F



KEY TO SHEETS



NOTE

THIS PLAN VARIES THE FOLLOWING 2006 BUILDING REGULATIONS: 409, 414, 415, 416, 417, 419 & 420 (SEE EXPLANATORY NOTES)

CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009

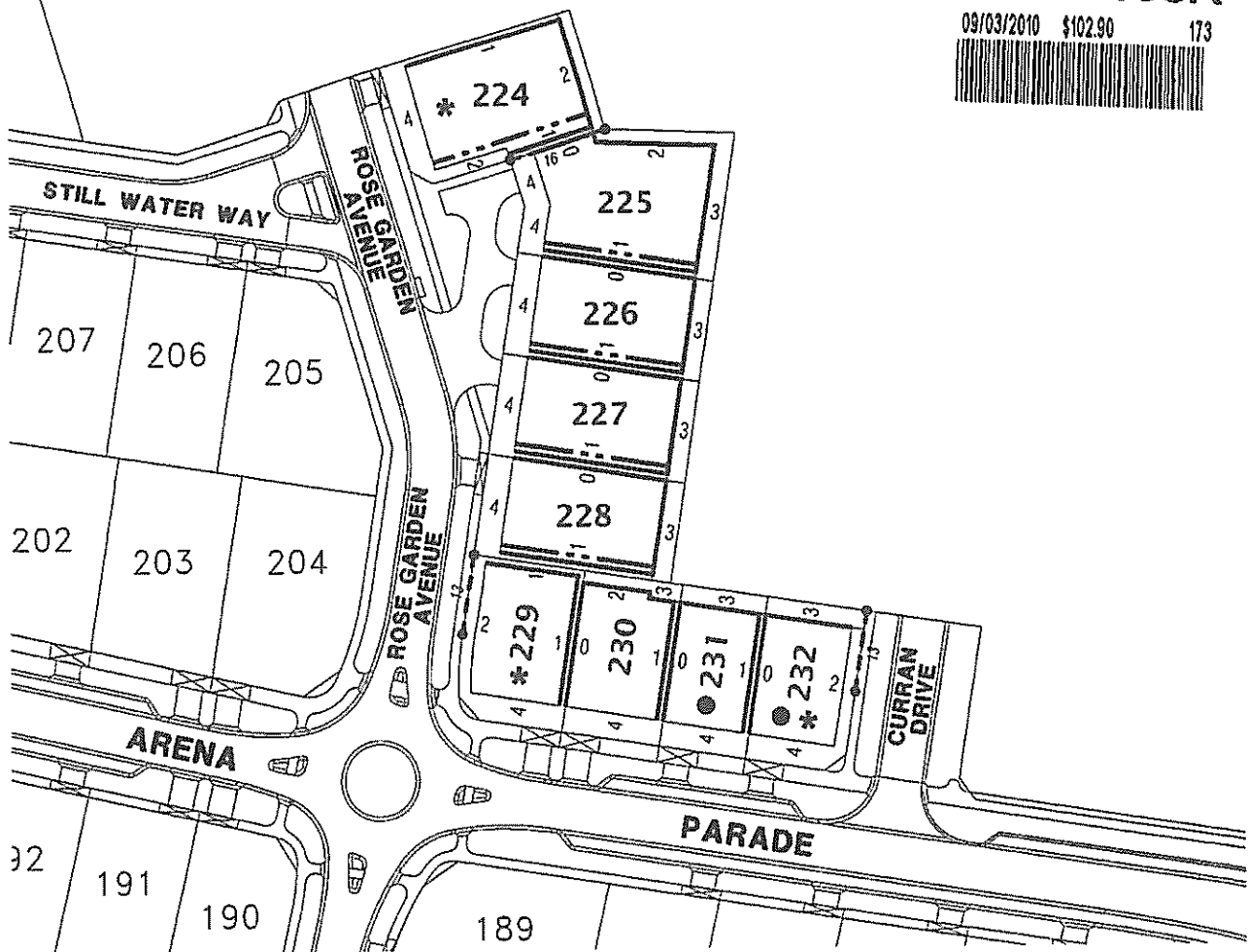
SHEET 3 OF 6

BUILDING ENVELOPE PLAN, version C

AH084468R

09/03/2010 \$102.90

173



LEGEND

182 LOT NUMBER

— AREA IN WHICH BUILDINGS MAY BE SITED

4 DISTANCE FROM LOT BOUNDARY
NOTE: MINIMUM SETBACK TO THE GARAGE FROM THE STREET FRONTAGE MUST BE 5.50 METRES

[S] SINGLE STOREY DWELLINGS ARE REQUIRED TO HAVE SINGLE CAR ACCOMMODATION ONLY & MUST PROVIDE A MINIMUM OF TWO ROOMS WITH WINDOWS FACING THE MAIN STREET FRONTAGE

— RETAINING WALL

● MINIMUM 2 STOREY DWELLING REQUIRED

* CORNER LOT: HOUSES CONSTRUCTED ON CORNER LOTS MUST BE DESIGNED TO ADDRESS BOTH FRONTAGES THROUGH THE USE OF WRAP AROUND VERANDAHS, FEATURE WINDOW DETAIL ETC THAT MATCH THE FRONT ELEVATION

----- CORNER BOUNDARY FENCING TO BE CONSTRUCTED IN ACCORDANCE WITH THE ARENA AT OFFICER NEIGHBOURHOOD DESIGN PRINCIPLES.

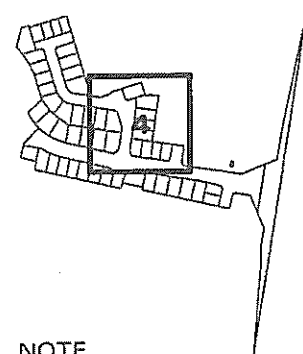
NOTE: FENCING BETWEEN LOTS 215 & 216 AND BETWEEN LOTS 215 & 214 TO BE CONSTRUCTED AS STANDARD SIDE BOUNDARY FENCE (i.e. CAPPED VERTICAL TIMBER PALING 1.80m IN HEIGHT)

12.50 MAXIMUM LENGTH OF SIDE STREET FENCE (CORNER LOTS ONLY)

--- MINIMUM 2.10m SETBACK TO SECOND STOREY WALLS

— OVERLOOKING APPLIES IN ACCORDANCE WITH THIS DOCUMENTS EXPLANATORY NOTES

KEY TO SHEETS



NOTE

THIS PLAN VARIES THE FOLLOWING 2006 BUILDING REGULATIONS: 409, 414, 415, 416, 417, 419 & 420 (SEE EXPLANATORY NOTES)

All distances are shown in metres
0 5 10 20 30m 1:1000 (at A4 size)



STAGE 3
PS 608191C, version F



CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009

SHEET 4 OF 6

BUILDING ENVELOPE PLAN, version C

Arena Building Envelope Plans

EXPLANATORY NOTES

This Building Envelope Plan ("BEP") has been specifically developed in conjunction with Cardinia Shire Council and AVJennings and applies to the development and use of land at the Arena development in Officer.

A Section 173 Agreement between the Cardinia Shire Council ("Council") and AVJennings applies to the construction of dwellings, garages, carports, outbuildings, fences and landscaping (including retaining walls) by AVJennings and subsequent lot owners. Prior to an application for a building approval being lodged with the Council or a private building surveyor, plans must be endorsed by AVJennings which it will do when it is satisfied that the plans comply with the 'Arena Building and Design Guidelines' and this BEP.

This BEP varies the 2006 Building Regulations for buildings as follows: 409 Minimum Street Setbacks, 414 Side & Rear Setbacks, 415 Walls on Boundaries, 416 Daylight to existing habitable room windows, 417 Solar Access to existing North Facing Windows, 419 Overlooking, and 420 Daylight to Habitable room windows.

The plans in this BEP include Lot identification, building envelopes and setbacks, easements, crossovers, footpaths, corner fencing and other lot specific requirements which relate to the development of the land.

Variations:

409 Minimum Street Setbacks

Buildings on the lot must be set back from the main street frontage by the minimum distance noted on the BEP, or if no front setback dimension is shown on the BEP, at least 4 metres from the main street frontage and 5.50 metres in the case of a garage.

On lots with more than one street frontage, buildings including a dwelling and a garage must be setback a minimum of 2 metres from any frontage other than the main street frontage or, if applicable, the minimum distance noted on the BEP.

The following may encroach into the setback distance required above, by not more than 2.5m.

- Verandas, porches and unroofed balconies that have a maximum height of not more than 4.6m above the natural ground.
- Open pergolas that have a maximum height of not more than 3.6 m above natural ground level.
- Eaves, fascia and gutters;
- Sunblinds and shade sails;
- Screens referred to in regulations 419(5)(d) or 419(6) of the Building Regulations 2006;
- Decks, steps or landings - less than 800 mm in height.

414 Side & Rear setbacks

Building setback requirements shall be in accordance with the lot specific details as shown on the BEP.

Unless otherwise indicated on the BEP an external wall height must comply with the following setbacks from side and rear lot boundaries

- ❖ 1 metre minimum setback for building up to 3.6 metres in height
- ❖ For that part of the building over 3.6 metres, 1 metre plus 300 millimetres for each metre of height above 3.6 metres up to 6.9 metres
- ❖ For that part of the building above 6.9 metres, a minimum setback of 1 metre for every metre of height.

Encroachments into the setbacks required may occur in accordance with 414 (3) & (4) of the *Building Regulations 2006*

415 Walls on Boundaries

Where a zero '0' is indicated on the BEP, the construction of a wall or carport on or within 200mm of a side boundary of an allotment must comply with the following:

- A maximum length of 10 metres.
- A Maximum height restricted to 3.6 metres, or 4.6 metres for a gabled roof facing that boundary.

416 Daylight to existing habitable room windows

A building must be set back from a habitable room window in an existing dwelling on an adjoining allotment to provide for a light court to the window that has a minimum area of 3m² and a minimum dimension of 800mm clear to the sky.

417 Solar Access to existing north facing window

Building setback requirements shall be in accordance with the lot specific details as shown on the BEP.

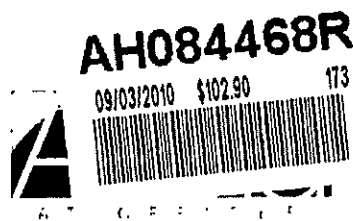
Encroachments into the setbacks required may occur in accordance with 414 (3) & (4) of the *Building Regulations 2006*

419 Overlooking

Screening to 1.7 metres above floor level in accordance with Sub-regulations 419. (5) (b) (c) (d) (6) & (7) of the building Regulations 2006 is required in the following situations:

- All second storey habitable room windows and balconies within 5.5m of a side or rear boundary.
- All ground floor habitable room windows or raised open spaces with a floor level 800mm or greater above natural ground level and within 2.5m of a side or rear boundary.

This excludes boundaries which abut a street, reserve or other public space.



STAGE 3
PS 608191C, version F

BUILDING ENVELOPE PLAN, version C

CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009

SHEET 5 OF 6

Arena Building Envelope Plans

EXPLANATORY NOTES

420 Daylight to Habitable room windows

A Habitable room window of a building on an allotment must face:

- a) an outdoor space or light court with a minimum area of 3m² and a minimum dimension of 800mm clear to the sky, not including land on an adjoining allotment; or

In accordance with sub regulations 420. 1 (b) (c) and (2) of the building regulations 2006.

General Notes:

1. All lots must provide a double garage unless otherwise nominated on this BEP.
2. Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
3. In the case of conflict between the BEP and these written notations, the specifications in these written notations prevail.
4. Buildings must not cover registered easements unless provided for by the easement and relevant authorities.
5. A Recycled Water main (3rd Pipe) will be installed into the development. As such all owners will be required to plumb their house for the future use of Class A Recycled Water.

AVJennings

AVJennings does not warrant or imply or in any way suggest that plans approved by them comply with or are compatible with the Cardinia Planning Scheme or the Building Regulations in force at the time of endorsement.

Once approved by AVJennings, lot owners must submit the endorsed plans to a private building surveyor and/or the Council for the issue of the necessary building permit and or other approvals.

Definitions:

If not defined below, all definitions are in accordance with Part 4 of the building Regulations 2006 and Part 1, chapter 105 of the Building Regulations 2006.

Building: A structure including, but not limited to, a single dwelling, garage, carport and outbuilding.

Front street or Main street frontage: The street frontage that contains the crossover access to the garage.

Secondary frontage: The frontage of a lot which abuts a secondary street, reserve or public space (such as recreation reserve conservation zone etc)

In the Victoria Planning Provisions October 2006:

Frontage (Clause 72)

Lot (Clause 72)

Habitable room (Clause 72)

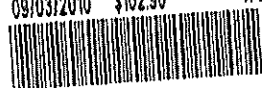
Storey (Clause 72)

Dwelling (Clause 74)

AH084468R

09/03/2010 \$102.90

173



BUILDING ENVELOPE PLAN, version C

STAGE 3
PS 608191C, version F

CARDINIA SHIRE COUNCIL

Signed _____ Date _____
Signature for the Responsible Authority

533403BC, 27 October 2009

SHEET 6 OF 6

Annexure B Arena Building and Design Guidelines

AH084468R

09/03/2010 \$102.90 173



VERSION 7 – May 2009

Arena Building & Design Guidelines

AH084468R

09/03/2010 \$102.90 173



Introduction

- All house designs and building works including excavation, fencing, retaining walls and outbuildings require the endorsement of AVJennings prior to lodging a building application and commencing any work.
- The Arena Building & Design Guidelines are in addition to State or Local Government planning and building legislation.
- The re-subdivision of your allotment is not permitted.
- The re-sale of your vacant land is not supported.
- Construction of your home needs to start within 1 year and be completed, including garage, driveway, fencing and retaining walls within 2 years from settlement.
- The landscaping of all gardens visible from the street or reserve (incl. corner lots) need to be completed within 6 months of the occupancy permit being issued.
- No more than one dwelling is to be constructed on your allotment and the building area must exceed 150m² for lots >450m² and 120m² for lots =450m², measured from the external face of the wall and excluding garages, verandahs and alfresco's.
- AVJennings may apply and enforce these Guidelines at its discretion and reserves the right to vary or waive any of the requirements of these Guidelines.
- South East Water has mandated that Class A recycled water infrastructure be installed within Arena. South East Water intends to supply Arena with Class A recycled water once the Pakenham Sewerage Treatment Plant is upgraded and associated works are completed. All enquiries regarding connections to and plumbing for Class A recycled water should be directed to South East Water.

Seeking Approval

The following information will need to be submitted in duplicate to an AVJennings Neighbourhoods Officer:

- Completed AVJennings Checklist
- Site Plan showing:
 - Setback distances from all boundaries to locate your home, outbuildings and trees on or abutting the lot.
 - Site levels (contours), extent of earthworks, finished floor levels of house and garage.
 - Fencing location, material and height.
 - Service locations, such as Meter box and HWS.
 - Retaining wall location, height and material.
 - Driveway location (incl. setback from side boundary), material, colour and pattern.
 - Location of the tap(s) in the front yard.
- Dimensioned Floor Plans (min scale 1:100)
- All Elevations (min scale 1:100), indicating building heights, roof pitches, eaves size and external fixtures (cooling units, solar panels, TV antenna/dish, water tanks etc.)
- Schedule of external materials, finishes and colours including roof, walls, garage door and letterbox.
- Cross Sections indicating details of walls constructed on boundaries and ceiling height.

AH084468R

09/03/2010 \$102.90

173



Building Design

SETBACKS

- Front, rear and side setbacks must comply with the building envelope plans.

STREET APPEARANCE

- The front facade of homes on allotments greater than or equal to 16m wide must be a minimum of 13.3m wide and have a minimum of two rooms facing the main street frontage, with windows facing the main street frontage. A large single room may be considered on its merits if it has the same proportions and appearance of two rooms. These rooms must be living areas or bedrooms and can be accommodated on either a single level or over 2 storeys.

Note: Lots with single car accommodation must provide a minimum of two rooms facing the main street frontage, with windows facing the main street frontage.

- The front facades of your home must incorporate a verandah, entrance portico or covered porch:
 - Minimum verandah size of 6 m² with a minimum depth of 1.5m.
 - Minimum portico or porch size of 4m² with a minimum width and depth of 1.5m (excluding the entry recess).
 - Verandah posts must have a minimum dimension of 100mm x 100mm.
- Where your house is 13.2m wide or greater or has a single garage, the front facades must have either:
 - A minimum of 840mm step to the alignment of the front wall and associated roof form. (excluding the step to the garage)

Note: The entry recess will not be considered a stagger in the facade.

 - Verandah/portico with a minimum footprint area of 10m².
 - Verandah for the length of the frontage of the dwelling (excluding the garage).
- Dwellings constructed on Corner/Reserve Lots, as defined in the Building Envelope Plan (BEP) must be designed to address both the main street frontage and any secondary frontages including, roads, reserves or public open space. The use of verandahs, porticos, feature windows and other design features that compliment the front elevation will be required. The corner/reserve treatment must return around the corner by a minimum of 2 rooms. Additionally, two storey homes on Corner Lots must have all upstairs windows facing the secondary frontage to match the front windows with consideration of horizontal and vertical alignment. Blank walls to the Corner/Reserve frontage are not permitted.
- The ceiling height of all single storey dwellings must be a minimum of 2.7m above floor level.
- Roofs are required to have a pitch of at least 25°. Flat roofs will generally not be approved. Innovative roof designs incorporating curved or some flat elements will be assessed on their individual merits.
- The roof material should compliment the style of the dwelling. Terracotta, concrete or slate roof tiles, corrugated Colorbond are preferred. Galvanised or zinc finishes, tray deck, or fibre cement roofing materials will not be approved. The colour of each roof also requires approval.
- Parapet walls are not permitted on the boundary unless it forms part of the architectural detailing and is integrated with the dwellings front façade.
- For lots greater than 15 metres wide, entry foyers must include either a side light at the front door or double doors. For lots less than 15 metres wide all front doors must include at least 20% glazing.
- External walls of the dwelling should be constructed of clay brick, rendered brick, rendered masonry, other approved texture coated materials or painted weatherboard. All materials and colours require approval. Unfinished fibre cement sheeting and galvanised iron will not be approved. The use of other alternative wall cladding materials will be considered on their merits.
- Any elevations visible from the main street or secondary frontage must not have lightweight materials (i.e. fibre cement sheeting, painted beams) or similar above windows or doors unless it is integral with the architectural style of the dwelling.
- Satellite dishes and TV aerials must be located within the roof space or mounted at the rear of the house as low as possible on the roof (below ridge line). They must be located to minimise their visual impact. On Corner/Reserve lots they must be located away from both frontages.

Arena at Officer

- Fixtures such as external hot water services, heating units, clothes lines, rainwater tanks, garden sheds, and the like, must not be visible from any street or public space. Meter boxes must be located to minimise their visual impact.
- Roof mounted cooling units must be low profile, coloured to match the roof, be below the ridge line and placed a minimum of half way to the rear of the dwelling and must not be located on the corner/reserve side of the roof.
- Solar panels/collectors, must not be visible from the street unless it is required for orientation and efficiency purposes, in which case the roof colour must match the colour of the solar panels (ie black). Storage tanks must not be visible from the street or public space and coloured to match the roof.
- Solar pool heating and associated plumbing must not be visible from the street, or public space.
- Roll down security shutters are not permitted.
- Waste pipes and vents must be concealed within wall cavities on 2 storey dwellings. Exposed plumbing on single storey dwellings must be screened to at least 1.8m (i.e. behind boundary fence).
- The design of letterboxes is to be consistent with, and complement, the design, style, materials and colours of the main dwelling. Letterboxes incorporated into front fences must be integrated neatly into the construction of the front fence, and be consistent with, and complement, the design, style, materials and colours of the main dwelling.
- Taps in the front yard are to be fixed to the wall of the dwelling or fence, or adequately screened with landscaping as not to be visible from the street or public space.

NOTE: AVJennings will try to ensure that homes of similar design are not built within close proximity to each other within this estate.

PRIVATE OPEN SPACE

- An area of secluded private open space must be provided that is directly accessible from the living areas of the dwelling. This open space should be located on the north side of the dwelling wherever possible and form an extension of the dwellings living areas.

CAR ACCOMMODATION

- All lots must provide a double garage of 5.5m minimum internal width, unless otherwise nominated on the BEP.
- Garages must be located at least 5.5 metres from the front lot boundary unless otherwise indicated on the building envelope plan.
- All garages must be setback a minimum 840mm from the front building line (The front building line of the dwelling is defined as the front wall of the house, which does not include bay windows, porches, porticos and verandahs). Where your house is less than 13.2m wide, the step in the front façade must be incorporated into the roof line. or;
- Where a two storey section (min 50% of the garage width) is directly above the front building line of the garage, the garage can be level with the building line.
- Triple garages are only permitted on two storey homes on lots with a minimum 20m frontage and must have an additional 840mm setback to the third garage and associated roof form.
- Garage doors facing the street must be paneled and the colour must compliment the colours used on the dwelling. Roller doors will generally not be approved however may be considered on their architectural merit where they complement the design of the home.

DRIVEWAYS

- Driveways must be completed prior to occupancy.
- Only one driveway per lot will be allowed. Relocation of crossovers is not encouraged, however is allowed only with the prior consent of AVJennings and the Council. Relocated crossovers will be constructed at the owner's expense in accordance with the Council's specifications and of the same finish as the original crossover. The existing crossover must be removed and the verge, kerb and footpath (if damaged) reinstated to the same standard as that adjacent at the owners expense.

AH084468R

09/03/2010 \$102.90 173



AH084468R

Arena at Officer

09/03/2010 \$102.90 173


- Driveways must be constructed from:
 - Stamped or patterned coloured concrete;
 - Brick, slate or natural stone pavers;
 - Exposed aggregate concrete;
- Plain concrete driveways are not permitted.
- Driveway must be offset from the side boundary by 500mm to provide a landscape strip.
- Driveway grade should not exceed 1 in 5.
- Driveways must abut and not cut through existing footpaths.

FENCING

- Side and Rear Boundary Fences (other than on corner/reserve lots) must be capped vertical timber paling at 1800mm in height.
- Fences between adjoining lots must be setback at least 1.0m from the building line at that boundary and return at 90° to the boundary to connect with the side of the house (wing fence). The wing fence must match height and material of the side fence. Where two adjacent buildings have varying setbacks to the road, the wing fence must be setback 1.0m from the building line of the house with the greater setback.
- Front fences are permitted and must be:
 - Up to 1200mm in height
 - At least 30% transparent
 - Constructed of timber, steel or aluminium pickets or
 - Piered brick or masonry posts with timber, steel or aluminium uprights.
 - Have a suitable plinth.
 - Have a minimum Post dimension of 100mm X 100mm.
- Front fences on Corner Lots are restricted to 1000mm in height
- Tubular steel or welded steel mesh fencing systems will not be approved.
- Returns from the front fence to the side fence must be constructed in the same style and of the same materials as that of the front fence and must not be erected prior to the front fence being installed.
- The transition between the 1.8m high side fence and front fence returns are to be stepped, not raked and must occur behind the main building line.
- On Corner Lots, where a front fence is erected it must be continued around the corner to fully enclose the front and side yard.
- Where Corner Lots abut a road reserve the fencing will be erected by AVJennings and built to the following minimum standards:
 - 1800mm high capped vertical timber paling.
 - 125mm x 125mm exposed posts that are shaped to a peak set at 45° and set 100mm above top of capping rail.
 - 150mm high plinth
 - Length of the fence must be no more than 50% of the lot depth (as indicated on the BEP) from the rear boundary of the property.

Arena at Officer

- Where Corner Lots abut a Reserve or public open space, fencing will be erected by AVJennings and built to the following minimum standards:
 - For 50% of the lot depth from the rear boundary, in accordance with the above 1800mm high Corner Lot / road reserve paling fence description.
 - For the remaining 50% in accordance with the following minimum standards:
 - 1200mm high capped vertical picket fence (approx 20mm gaps).
 - 125mm x 125mm exposed posts that are shaped to a peak set at 45° and set 100mm above top of capping rail.
 - 150mm high plinth.
 - At the fence transition, the fence shall be stepped, not raked.

AH084468R

09/03/2010 \$102.90 173



OUTBUILDINGS

- All outbuildings require the approval of an AVJennings Neighbourhood Officer
- Small sheds with a floor space of up to 10m² may be constructed of timber, "Colorbond", rendered fibre cement or using the same materials as the main dwelling.
- The maximum height of any shed or out building must not exceed 3.6m at the ridgeline with a maximum wall height of 2.4m (excluding gable infills).
- Sheds and outbuildings should be located so that they are not visible from the street or public space.
- Any shed or structure with a floor space greater than 10m² shall be constructed so that external appearance matches the dwelling (no Colorbond walls).

RETAINING WALLS

- Retaining walls must not exceed 1.2m in height unless they are terraced or sloped back to allow for landscaping to break the overall height of the wall.
- Timber sleeper retaining walls are not permitted where their height exceeds 200mm and are visible from the street or public space. Materials permitted include bricks, rendered masonry and feature stone.
- Retaining walls on or near the boundary and/or over 1m in height are required to obtain a building permit.

SIGNS

- Signs will not be permitted on residential lots with the following exceptions:
 - Display home signage on authorised display home sites only.
 - Builders or tradespersons identification signage (maximum 1200mm x 900mm) required during dwelling construction. These signs must be removed within 10 days of the issue of the occupancy permit.
 - A sign advertising the sale of a vacant lot or completed dwelling with the written approval of an AVJennings neighborhoods officer and provided that the sign is no larger than 1800mm X 900mm. These signs must be removed within 10 days of the property being sold.
 - Home Occupation Signs will be considered providing that the sign is not larger than 0.2m².

DURING CONSTRUCTION

- During construction the owner is responsible for the replacement of damaged footpaths, crossovers, verge and street trees adjoining their allotment caused by their builder.
- The allotment is to be fully enclosed with, as a minimum, a chain wire mesh fencing during construction.
- Access to the allotment must only be via the designated vehicle crossing.
- All lots should have a closed containment facility for the purpose of the disposal of refuse.

Arena at Officer

MAINTENANCE OF LOTS

- The allotment must be kept clear of rubbish at all times, with rubbish stored in appropriate receptacle. Weeds and rubbish including site excavation and building materials must not be accumulated on the allotment. Should there be a requirement for AVJennings to remove builders rubbish and/or debris from an allotment; any cost incurred will be forwarded to the owner of that allotment.

FRONT GARDEN DESIGNS

- Front garden design of lots should limit the amount of sealed impervious surfaces to a maximum of 50% with the balance being landscaped using trees, shrubs, groundcovers or grass. It should encourage rain water to infiltrate into the garden rather than draining out to the stormwater system and include the following:
 - At least 2 trees, each at a minimum of 2 metres in height with a spacing of 5m – 10m.
 - At least one garden bed should have 5 shrubs or trees, each to a height of 1 metre with a planting density of 2 plants per m².
 - Smaller plants & ground covers in the balance of garden beds to have a planting density of 4 plants per m².
 - Garden beds to be edged and mulched to a minimum depth of 75mm.
 - Turf to the remainder of the front garden area where applicable.
 - Timed irrigation system.
- Pebbles can only be used as a feature element in small quantities providing it is in keeping with the overall design philosophy or as an alternative path material. Their colour needs to compliment that of the house with stark colours such as white are not permitted.
- Establishment of grass to the nature strip/s adjacent to your allotment and ongoing maintenance of the nature strip is the owner's responsibility. At establishment the verge should be leveled, top dressed and seeded as a minimum standard.
- Careful consideration should be given to the species and mature size of trees and shrubs relative to the proximity of the house when making your plant selections as not to cause any damage to the house.
- No vehicles are permitted to drive or be parked on nature strips at any time. After construction is complete, no commercial vehicles, caravans, trailers or watercraft with the exception of registered 'Light Vehicles' are permitted to be parked or stored forward of the building line.

Contact
Neighbourhoods Officer
AVJennings Ltd
6 Lakeside Drive, Burwood East VIC 3151
Ph: 131 878



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 04 May 2021 05:59 PM

PROPERTY DETAILS

Address: **98 ARENA PARADE OFFICER 3809**
Lot and Plan Number: **Lot 186 PS608191**
Standard Parcel Identifier (SPI): **186\PS608191**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007942**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 215 D6**

www.cardinia.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/cardinia

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **AUSNET**

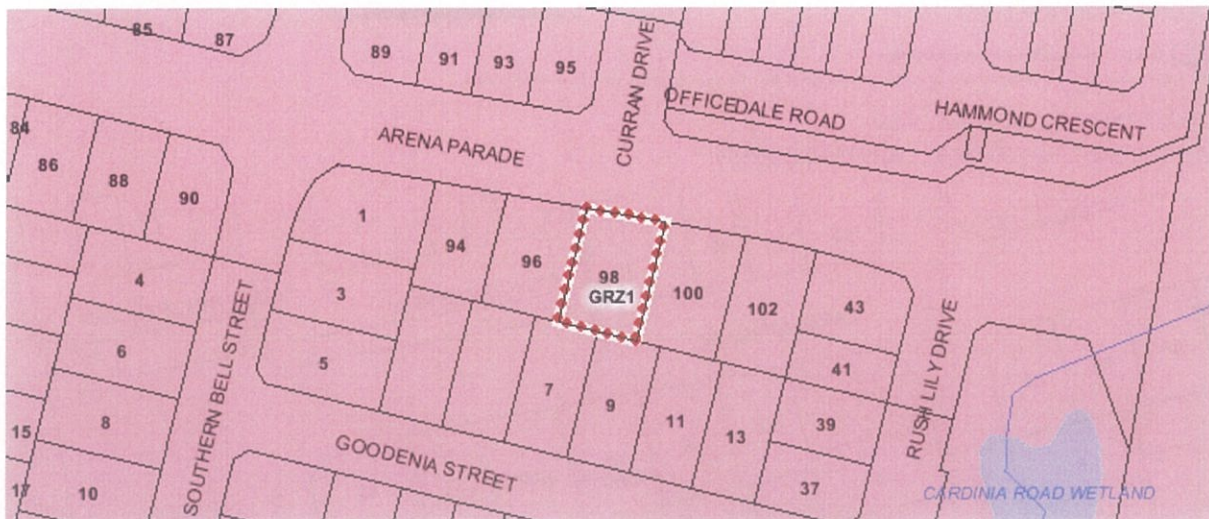
STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GEMBROOK**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



Copyright © - State Government of Victoria

0 50m

GRZ - General Residential

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

Copyright © - State Government of Victoria

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

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

PLANNING PROPERTY REPORT: 98 ARENA PARADE OFFICER 3809

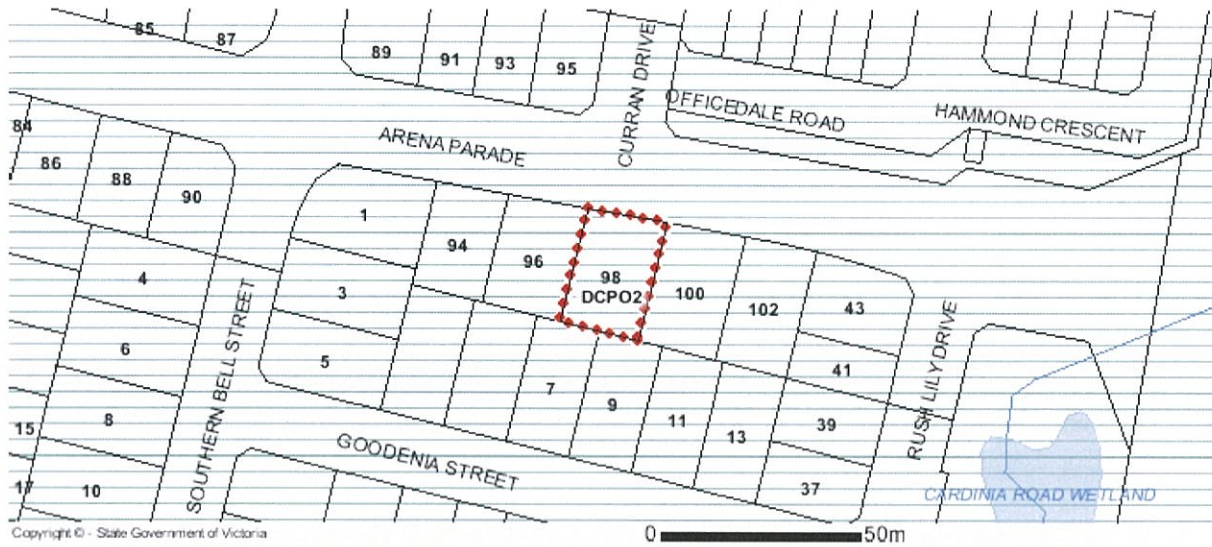
Page 1 of 4

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 11 (DPO11)



DPO - Development Plan

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

Copyright © - State Government of Victoria

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

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PUBLIC ACQUISITION OVERLAY (PAO)



PAO - Public Acquisition

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

Further Planning Information

Planning scheme data last updated on 29 April 2021.

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

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

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

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

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

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

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

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

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

PLANNING PROPERTY REPORT: 98 ARENA PARADE OFFICER 3809

Page 3 of 4

PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

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

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

Property Report from www.land.vic.gov.au on 04 May 2021 05:58 PM

Address: 98 ARENA PARADE OFFICER 3809

Lot and Plan Number: Lot 186 PS608191

Standard Parcel Identifier (SPI): 186\PS608191

Local Government (Council): CARDINIA **Council Property Number:** 5000007942

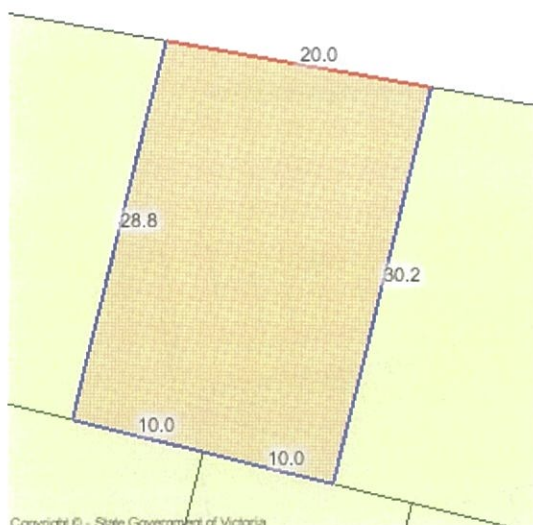
Directory Reference: Melway 215 D6

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

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

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 589 sq. m

Perimeter: 99 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at
Title and Property Certificates

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: GEMBROOK

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

Planning Zone Summary

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlays: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 11 \(DPO11\)](#)

Planning scheme data last updated on 29 April 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

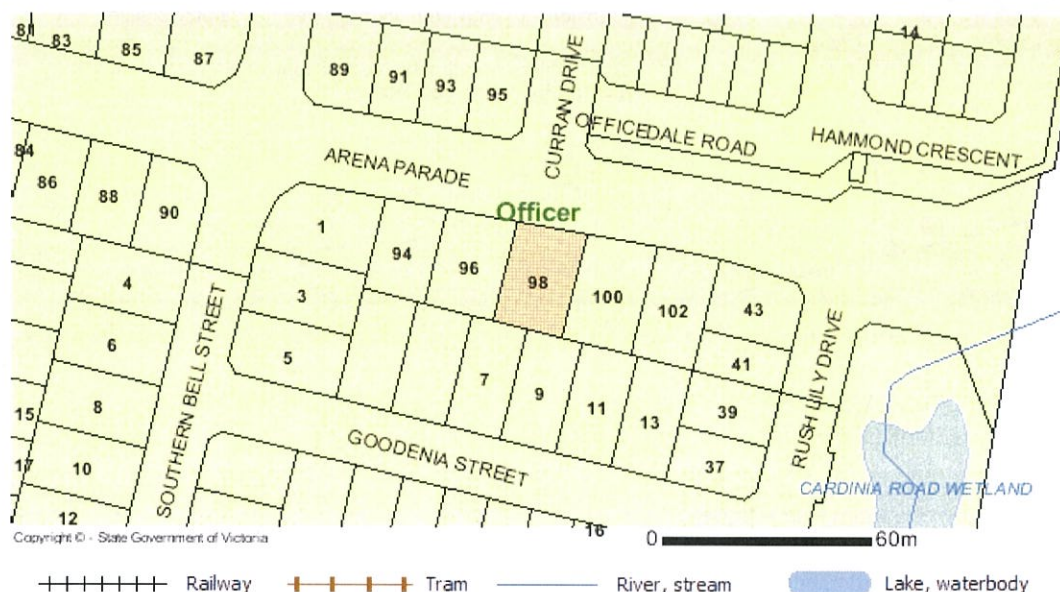
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

South East Water



SAM MCKENZIE
PO BOX 405
PATTERSON LAKES VIC 3197

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

Bill note:
Information purposes only

Last bill	Payments received	Balance
\$560.48cr	— \$130.00cr	= \$690.48cr

Your account breakdown

Issue date	16 March 2021
Property	98 Arena Parade OFFICER VIC 3809 62A//19284/00052
Property reference	
Last bill	\$560.48cr
Payment received	\$130.00cr
Balance brought forward	\$690.48cr
Our charges (no GST)	\$262.41
Other authorities' charges (no GST)	\$26.08
Balance	\$401.99cr

Account number: 20964603

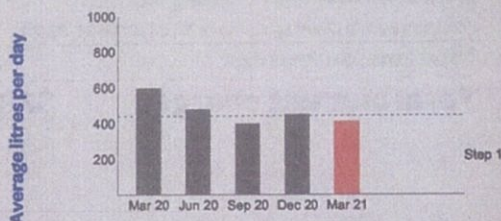
Payment not required

Current charges	Balance
+ \$288.49	\$401.99cr

Your snapshot

Average daily water use	409 litres
Average daily cost	\$2.88

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	409	205	136	102	82
Meeting Target 155?	x	x	✓	✓	✓

Payment options



DirectDebit
Set up payments at mysoutheastwater.com.au



BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 1002 0964 6000 002



Credit Card
Pay by Visa or MasterCard at southeastwater.com.au or call 1300 659 658.



EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 20964603
Account name: South EastWater Corporation



Postbillpay
BillpayCode: 0361 Ref: 1002 0964 6000 002
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.



Centrepay
Arrange regular deductions from your Centrelink payments
visit humanservices.gov.au/centrepay CRN: 555 050 397J

Property ref: 62A//19284/00052
98 ARENA PARADE
OFFICER VIC 3809

PN62A

Balance:	\$401.99cr
Account number:	20964603
Date paid:	
Receipt number:	

+00000020964603> +009124+ <0000000000> <0000000000> +444+

Our charges

Meter reading details

Date read: 12/03/2021

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SATM022756	1651	1613	38	A
RAFA004732	209	203	6	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 11 June 2021.

Water usage For period 09/12/20 to 12/03/21 (93 days)

Step 1 38 kl @ \$2.6301 per kl = **\$99.94**

Sewage disposal
33 kl @ 97.07c per kl = **\$32.03**

Recycled water
6 kl @ \$1.9813 per kl = **\$11.89**

Total usage charges **\$143.86**

Steps are calculated on a daily average up to 440 litres

Service charges For period 01/01/21 to 31/03/21

Water service charge **\$25.53**

Sewerage service charge **\$93.02**

Total service charges **\$118.55**

Our charges **\$262.41**

Other authorities' charges

Waterways and Drainage charge 01/01/21 to 31/03/21 **\$26.08**

Total other authorities **\$26.08**

Total current charges **\$288.49**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see southeastwater.com.au/residentialprices

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/01/21 to 31/03/21.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at mysoutheastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Never miss a bill

Switch to eBilling today at
southeastwater.com.au/papertless



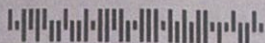
South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Valuation, rates and charges notice

For period 1 July 2020 to 30 June 2021



ABN 32 210 906 807



McKenzie, S
98 Arena Pde
OFFICER VIC 3809



032
1014096
R2_10243

Description and location of property:

98 Arena Pde
Officer 3809
L186 PS608191 V11208 F359

How your 2020-21 rates were calculated

Capital Improved Value (CIV)		\$640,000
x rate in dollar	x	\$0.002982
= Council charges	=	\$1,908.48
+ Fire Services Property Levy	+	\$147.56
+ waste charges	+	\$417.90
- or + credit or arrears	-	\$556.32
- Concession/Rebate		
= Annual total		\$1,917.62

For more information on these charges, see the back page of this notice.

Instalment 1	\$61.68
Due date	30/09/2020
Date of issue	21/08/2020
Property number	5000007942

Instalment 2	\$618.00
Due 30 November 2020	

Instalment 3	\$618.00
Due 28 Feb 2021	

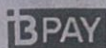
Instalment 4	\$619.94
Due 31 May 2021	

Annual total	\$1,917.62
If you prefer, you can pay this amount by 30 September 2020.	

Payment options

FlexiPay

Set up regular payments to suit your budget at cardinia.vic.gov.au/rates



Billcode: 858944
Ref: 50000079421

BPAY is this payment via internet or phone banking
BPAY View - view and pay this bill via internet banking
BPAY View registration number: 50000079421



Billpay Code: 0860
Ref: 5000 0079 4200 001

Call 131 816, go to postbillpay.com.au or visit an Australia Post store



Set up regular Centrelink deductions from your Centrelink payments at www.servicesaustralia.gov.au/centrepay CRN: 555 012 959V



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer. (Open Monday to Friday, 8.30am-5pm).



For emailed notices:
cardinia.enotices.com.au
Reference No: 4DD53175CV



Instalment *860 500000794200001

For more information



1300 787 624



www.cardinia.vic.gov.au/rates

Rates and valuation information for your property

Capital Improved Value (CIV) as at 1 January, 2020	\$640,000
Site Value (SV)	\$340,000
Net Annual Value (NAV)	\$32,000

Australian Valuation Property Classification Code (AVPCC)
110 : Single Residential Accommodation - Detached Dwelling

Land Use Classification Residential

Fire Services Property Levy (a Victorian Government charge)	$640000 \times \$0.000054 + \113.00	\$147.56
-----------------------------------------------------------------------	---------------------------------------	-----------------

Credit		\$556.32-
Urban Rate	$640000 \times \$0.002982$	\$1,908.48
120lt Garbage & Recycling Charge	1 Service/s	\$294.70
240lt Green Waste Charge		\$123.20

When do I need to pay my rates?

Rates are paid in quarterly instalments – see the front page of this notice for instalment amounts and due dates. If you prefer, you can pay the annual total (the sum of all four instalments) by 30 September 2020.

What if I don't pay my rates instalment by the due date?

In accordance with Section 172 of the *Local Government Act 1989* you need to pay each rates instalment by its due date to avoid being charged interest (10% per year). Legal action may also be taken for recovery of unpaid rates and may incur additional costs. If you are having difficulty paying your rates, contact us to discuss a payment plan. A new plan must be made for each financial year.

I have a Pensioner Concession Card or Department of Veterans' Affairs Gold Card. Do I get a discount on my rates?

Yes, if the rateable property is your principal place of residence and you don't receive this concession on any other property. To apply for this concession go to www.cardinia.vic.gov.au/rates for a link to the 'Municipal rates concession' web page on the Department of Health and Human Services website (DHHS). Please complete the application form on the DHHS website and post or email it to Council.

If you are a Health Care Card holder you may be eligible for the COVID-19 or Jobseeker rebate provided by Council. To apply for the COVID-19 rebate go to www.cardinia.vic.gov.au/rates and complete the online application. To apply for the Jobseeker rebate go to www.cardinia.vic.gov.au/rates, download the Jobseeker rate rebate application form and return the completed form by post or email to Council.

What should I do if my mailing address or property ownership details have changed?

If your mailing address has changed please go to www.cardinia.vic.gov.au/rates to update your details. Property owners are legally required to advise Council of changes in ownership by way of a Notice of Acquisition or copy of title.

What is the Capital Improved Value (CIV)?

This is your property's value including site value (land), buildings and other improvements.

What is the Site Value (SV)?

This is the value of the land only. It is included in the CIV amount.

What is the Net Annual Value (NAV)?

This is fixed by Victorian Government legislation to be 5% of the CIV for residential and rural properties. For commercial or industrial properties it is the estimated annual market rent.

What is the 'rate in the dollar'?

This is calculated by dividing the total rates Council needs for the financial year by the total CIV for Cardinia Shire.

Are there different rate categories?

Yes. A different rate is applied depending on the type of property you own, such as residential, agricultural, commercial and industrial, and vacant or unoccupied land. These categories are the fairest way to determine the rates contribution to be made by owners of different property classes.

What is the Australian Valuation Property Classification Code (AVPCC)?

Independent property valuers assign this code to your property according to the land's use. The code is used to determine your property's Land Use Classification, in accordance with the *Fire Services Property Levy Act 2012*.

What is the Land Use Classification?

This classification is used to calculate the Fire Services Property Levy amount payable. It does not refer to the zoning of the property or how rates are calculated.

What is the Fire Services Property Levy?

This is a Victorian Government levy to fund fire services. The rate varies depending on the property's location, classification and CIV. You have the legal right to apply for a waiver, deferral or discount on the levy amount under Section 27 of the *Fire Services Property Levy Act 2012* for rateable land, and under Section 28 for non-rateable residential land. For more information visit www.firelevy.vic.gov.au

Can I request a review of my rates or charges, property valuation or land use classification?

Yes – you have the legal right to appeal for a review of your rates and/or charges, associated differential rating and the valuation and/or Land Use Classification applied to your property, within 60 days of receiving this notice.

For more information about rates and your legal rights and responsibilities visit www.cardinia.vic.gov.au/rates, or contact us on 1300 787 624 or mail@cardinia.vic.gov.au

Privacy statement

Personal information collected by Council is used for municipal purposes as specified in the *Local Government Act 1989*. Personal information will be held securely and used solely by Council for these purposes and/or directly related purposes. Council may disclose this information to other organisations if required or permitted by legislation.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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