

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: 10 MUFFET WAY, 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: MAHBUB ALAM SHEIKH AND FARHANA HUQ SYEDA

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:	K R Peters Real Estate Pty Ltd.		
Address:	432 Princess Highway, Officer VIC 3809		
Email:	aman@krpeters.com.au		
Tel:	03 5943 1111	Mob: 0430 420 053	Fax: Ref: AMAN SINGH

Vendor

Name:	Mahbub Alam Sheikh and Farhana Huq Syeda		
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:	1300 771 900	M: 0404 714 707	DX: Ref: SL:GS:2108-790

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 11995 Folio 293	1229	PS 746835K

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: 10 Muffet Way, 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

MAHBUB ALAM SHEIKH AND FARHANA HUQ SYEDA

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10 Muffet Way, Officer VIC 3809

GURSIMRAN SINGH
Happy Conveyancing / Soniez Group
Licensed Conveyancers
77 Mackie Road,
Mulgrave, VIC 3170
Tel: 1300 771 900
M: 0404 714 707
Ref: SL:GS:2108-790

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	10 MUFFET WAY, OFFICER VIC 3809	
Vendor's name	Mahbub Alam Sheikh	Date / /
Vendor's signature		
Vendor's name	Farhana Huq Syeda	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



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

Page 1 of 1

VOLUME 11995 FOLIO 293

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LAND DESCRIPTION

Lot 1229 on Plan of Subdivision 746835K.
PARENT TITLE Volume 11991 Folio 197
Created by instrument PS746835K 26/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MAHBUB ALAM SHEIKH
FARHANA HUQ SYEDA both of UNIT 3 20-22 CENTRE ROAD VERMONT VIC 3133
AR245140W 16/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR245141U 16/07/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS746835K 26/06/2018

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
AQ871870W 28/03/2018

DIAGRAM LOCATION

SEE PS746835K 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: 10 MUFFET WAY OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 16/07/2018

DOCUMENT END



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

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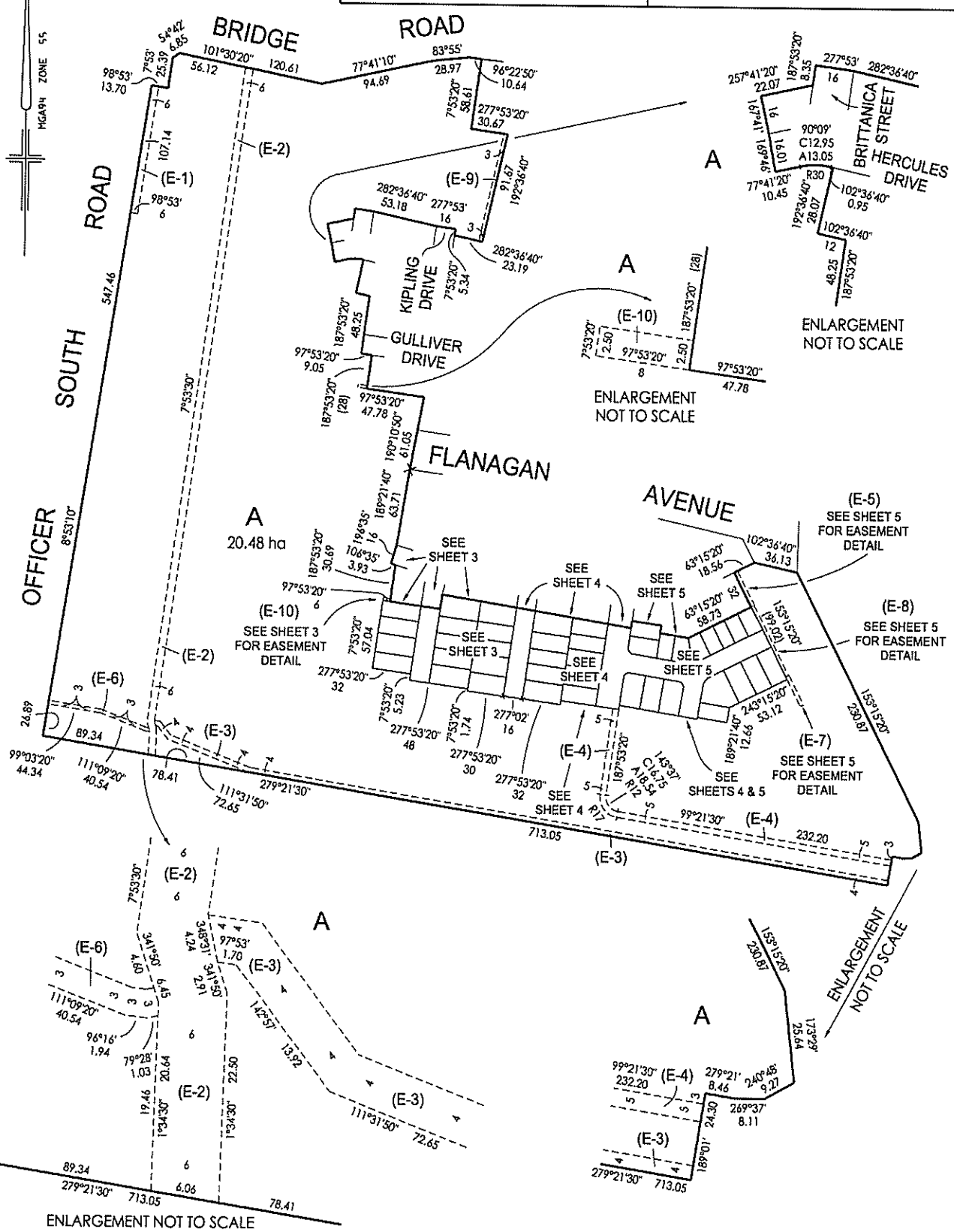
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	PLAN OF SUBDIVISION	LRS USE ONLY EDITION 1	PLAN NUMBER PS 746835K
LOCATION OF LAND PARISH: PAKENHAM TOWNSHIP: --- SECTION: --- CROWN ALLOTMENTS: 17 (PART), 18 (PART) & 19 (PART) CROWN PORTION: --- TITLE REFERENCES: VOL 11991 FOL 197 LAST PLAN REFERENCE: LOT A PS738415E POSTAL ADDRESS: OFFICER SOUTH ROAD (at time of subdivision) OFFICER 3809 MGA 94 CO-ORDINATES: E: 360 700 ZONE: 55 (of approx. centre of plan) N: 5 784 820 DATUM: GDA94		Council Name: Cardinia Shire Council Council Reference Number: S16/219 Planning Permit Reference: T160146-4 SPEAR Reference Number: S093206V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 16/02/2017 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Sonia Higgins for Cardinia Shire Council on 07/06/2018 Statement Of Compliance issued: 21/06/2018	
VESTING OF ROADS OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	THIS IS A SPEAR PLAN TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 1200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN FURTHER PURPOSE OF THIS PLAN: TO REMOVE THAT PART OF EASEMENT (E-11) CREATED ON PS711836E WHICH LIES WITHIN THE LAND SHOWN AS ROAD R1 ON THIS PLAN. GROUND'S FOR REMOVAL: BY AGREEMENT SEC 6 (1) (K) (iii) SUBDIVISION ACT 1988 TOTAL ROAD AREA: 6019m²	
ROAD R1	CARDINIA SHIRE COUNCIL		
NOTATIONS			
DEPTH LIMITATION DOES NOT APPLY			
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. PAKENHAM PM 102 LAND IN PROCLAIMED SURVEY AREA No. 71 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. T160146			
ESTATE: ARCADIA 12A		AREA: 2.308 ha	No. OF LOTS: 41
MELWAY: 214:H7			
EASEMENT INFORMATION			
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN
(E-1)	DRAINAGE	SEE PLAN	INSTR. No J403202
(E-2)	SEWERAGE	SEE PLAN	PS723779W
(E-3)	SEWERAGE	SEE PLAN	PS711836E
(E-4)	DRAINAGE	SEE PLAN	PS711836E
(E-5)	DRAINAGE	SEE PLAN	PS738415E
(E-5)	SEWERAGE	SEE PLAN	PS738415E
(E-6)	SEWERAGE	SEE PLAN	PS804353J
(E-7)	DRAINAGE	SEE PLAN	THIS PLAN
(E-7)	SEWERAGE	SEE PLAN	THIS PLAN
(E-8)	SEWERAGE	SEE PLAN	THIS PLAN
(E-9)	DRAINAGE	SEE PLAN	PS804353J
(E-9)	SEWERAGE	SEE PLAN	PS804353J
(E-10)	SEWERAGE	SEE PLAN	PS738415E
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9038/12A VERSION: 7 Digitally signed by: Damian James Smale (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 19/03/2018, SPEAR Ref: S093206V	ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS PLAN REGISTERED TIME: 5:40 PM DATE: 26/06/2018 C. GROSSO Assistant Registrar of Titles
CHECKED	JE	DATE: 15/03/18	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 746835K

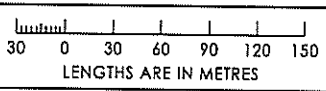


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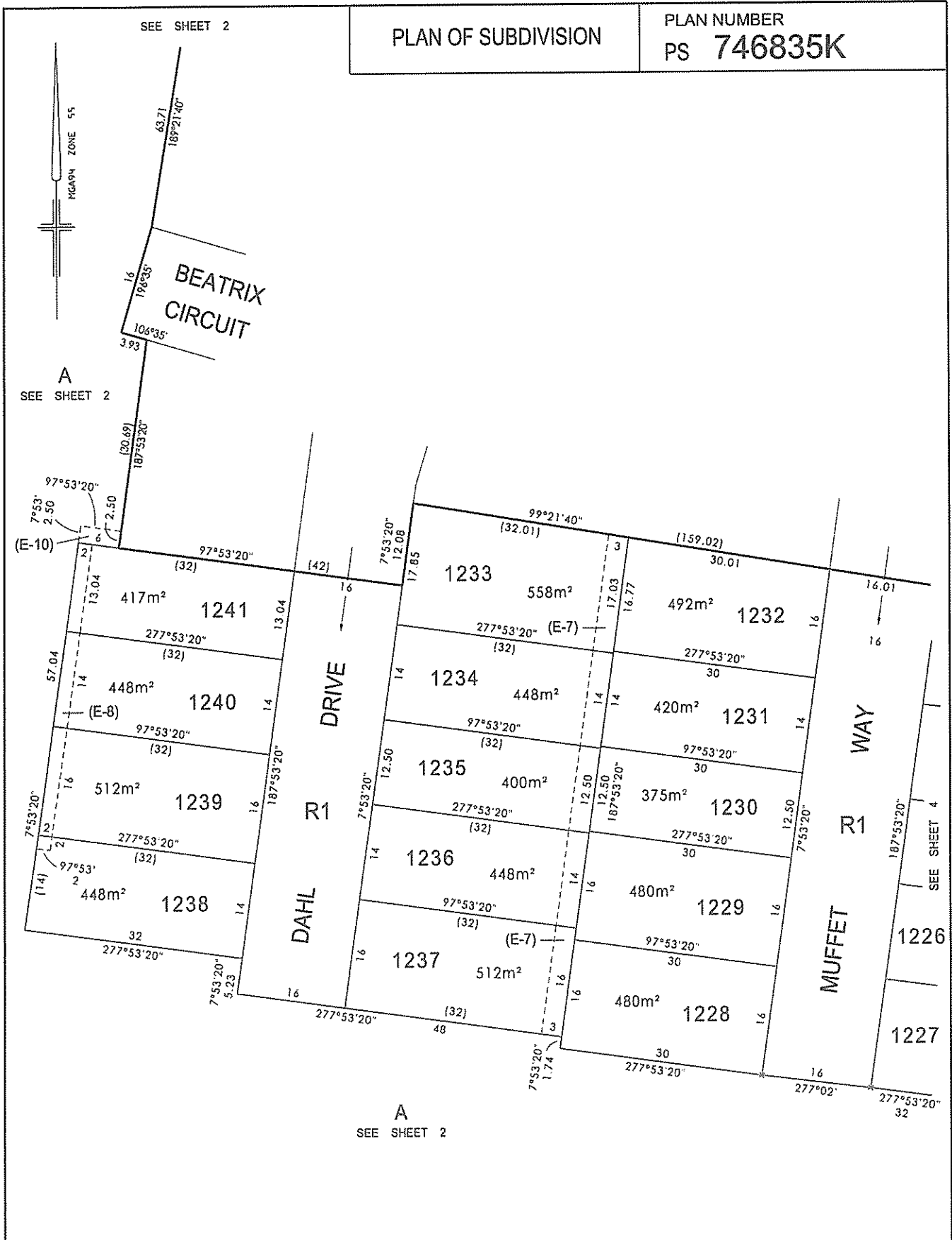
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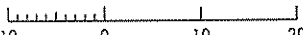
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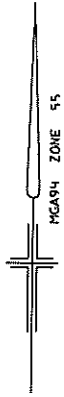
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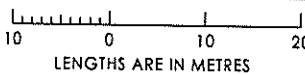
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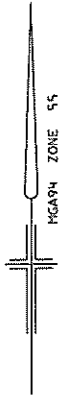
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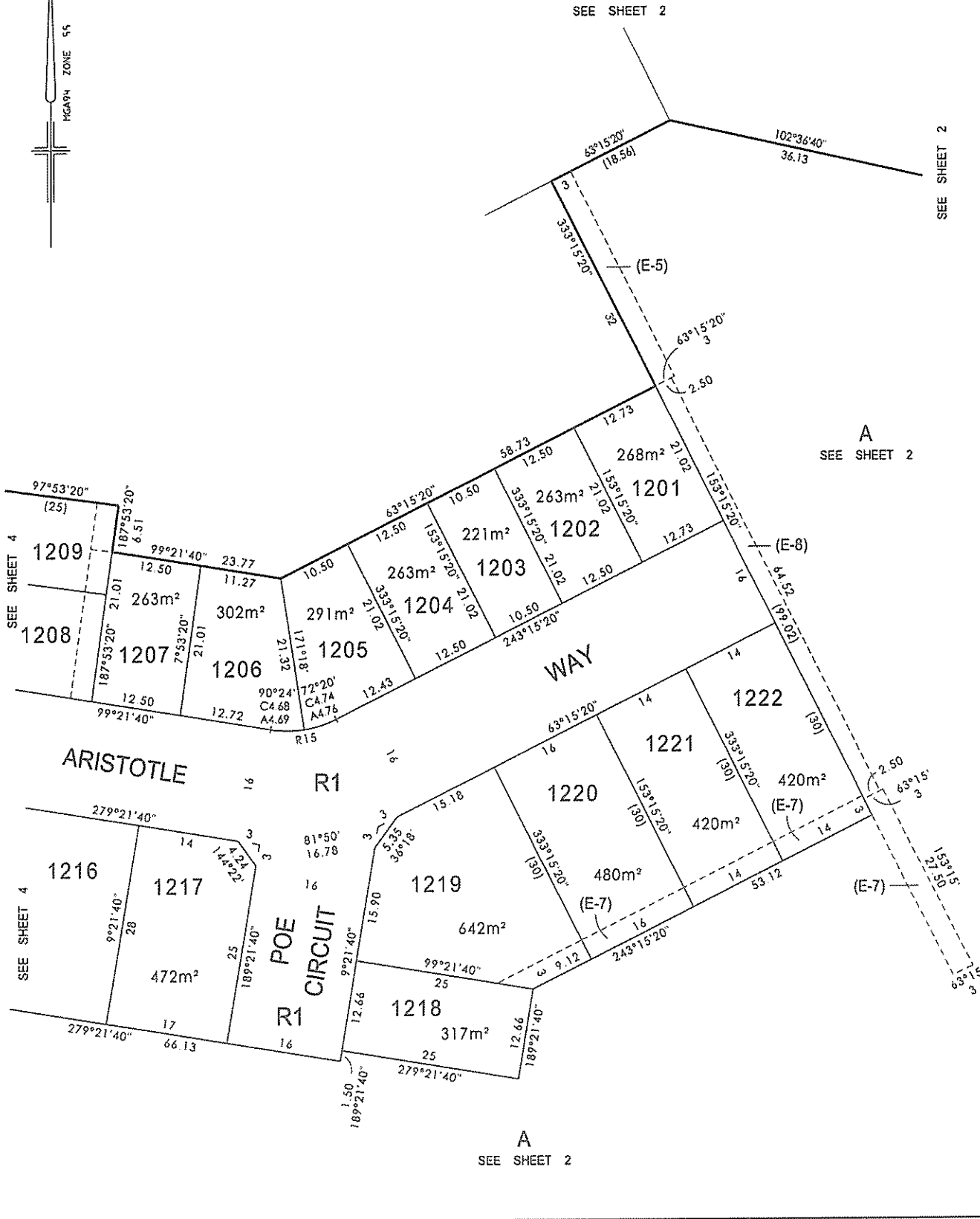


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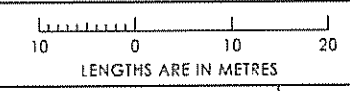
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 746835K

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.
For the purposes of this restriction:

Land to benefit: Lots 1201 to 1241 (both inclusive)

Land to be burdened: Lots 1201 to 1241 (both inclusive)

Description of Restriction :

- (1) The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;
- (a) In the case of lots less than 300m², any dwelling unless in accordance with the Officer Small Lot Housing Code or unless alternative planning approval for the said dwelling has been obtained from Cardinia Shire Council.
- (b) In the case of lots 300m² or over, any dwelling other than in accordance with MCP No. AA3174.

These restrictions will cease to affect any of the burdened lots one year after all the burdened lots are issued with a Occupancy Certificate under the Building Act 1993 or any instrument replacing it.



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:AZV:7330156
Customer Code: 1167E

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: Part of the land in Certificate of Title Volume 11950 Folio 441 more particularly that part which is shown as Lot A on the attached Plan and part of the land in Certificate of Volume 11950 Folio 443 more particularly that part which is shown as Lot C on the attached Plan

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria

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

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: DAVID MICHAEL LITWIN

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner



Certifications

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

Executed on behalf of: Cardinia Shire Council

Signer Name: DAVID MICHAEL LITWIN

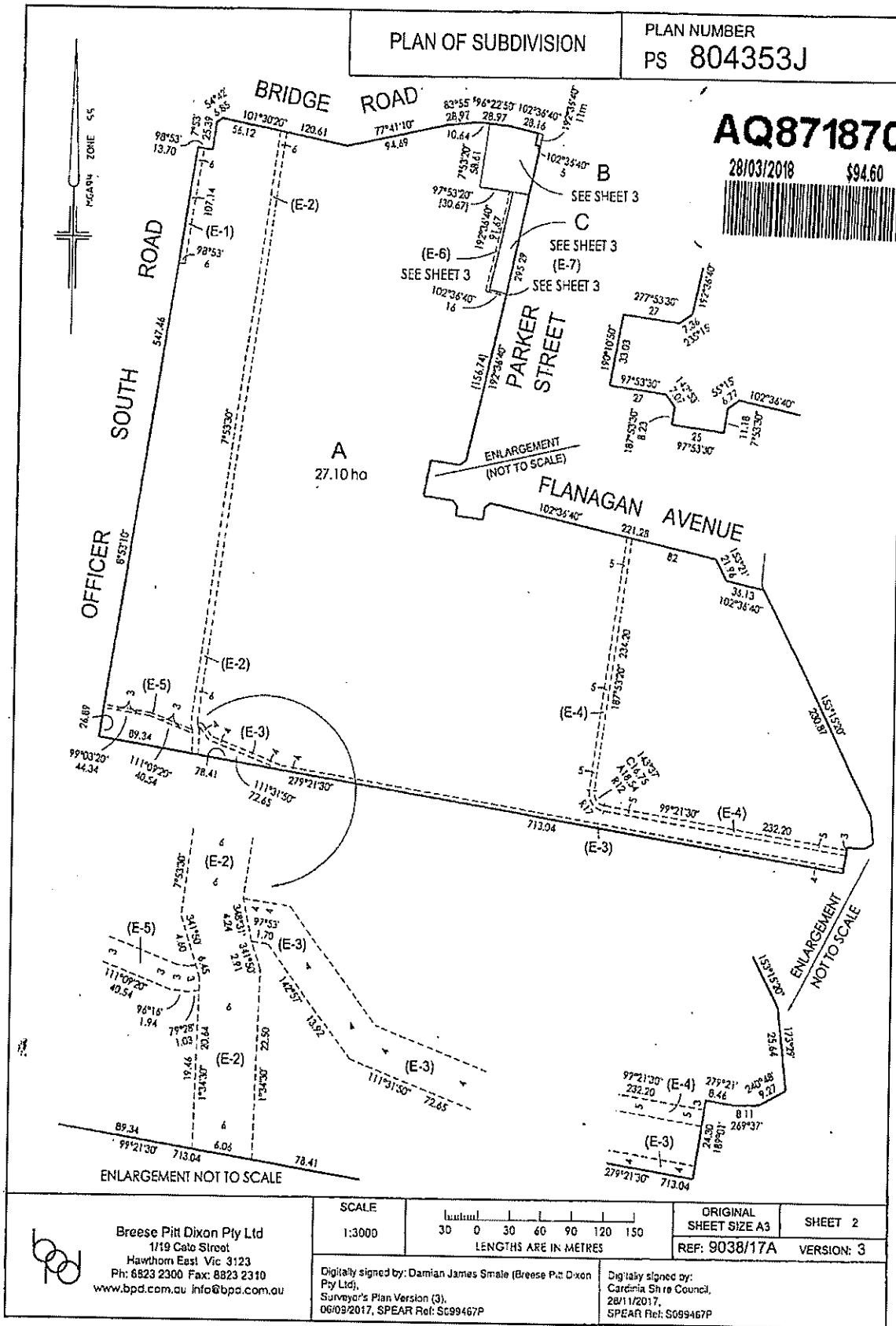
Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: 

Execution Date: 28 March 2018

AQ871870W
28/03/2018 \$94.60 173

Date 21/03/2018

Maddocks

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

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3665

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

DX 259 Melbourne

**Agreement under Section 173 of the
Planning and Environment Act 1987**

Subject Land: Bridge Road, Officer



Cardinia Shire Council
and

Satterley Officer Pty Ltd ACN 165 990 750

Interstate office
Sydney
Affiliated offices around the world through the
Advoc Asia network - www.advocasia.com

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- H.1 carry out the Infrastructure Projects in return for a credit against its development contribution liability under the Development Contributions Plan;
- H.2 transfer to or vest in Council the Project Land in return for a credit against its development contribution liability under the Development Contributions Plan; and
- H.3 transfer to or vest in Council the Open Space Land for the purposes of clause 52.01 of the Planning Scheme.
- I. Council and the Owner have also agreed that the Owner will undertake the Localised Infrastructure Projects in accordance with this Agreement.
- J. This Agreement satisfies the requirements with respect to the Subject Land for an agreement under section 173 of the Act as required pursuant to condition 8 of the Planning Permit.
- K. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the value set out or specified in Schedule 6B which is deemed to include all transfer costs, costs of Plans of Subdivision, registration fees and the like or any other amount which been specifically agreed to in writing by Council.

Agreed Project Value means the amount set out or referred to in Schedule 6A or any other amount which has been specifically agreed in writing by Council.

Agreement means this agreement.

Anticipated Cost of Construction means the anticipated price of the delivery of the Infrastructure Project. For an Infrastructure Project, the Anticipated Cost of Construction includes all project design and engineering fees.

Approved Plans means the designs of the Infrastructure Projects or Localised Infrastructure Projects as the case may be as approved by Council under clause 6.5.

Certificate of Practical Completion means a certificate in writing prepared by Council stating that an Infrastructure Project or Localised Infrastructure Project as the case may be has been completed to the satisfaction of Council.

Civil Works means construction works which are identified in engineering drawings approved by Council, including roads, bridges, culverts, paths and trails.

Collecting Agency has the meaning given to that term in the Development Contributions Plan.

Community Infrastructure Levy means a levy payable under the Development Contributions Plan for community infrastructure.

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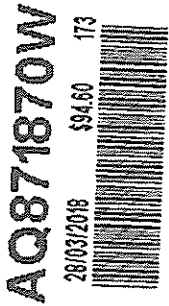
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Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Construction Management Plan means any approved construction management plan or similar with respect to an area within which an Infrastructure Project or Localised Infrastructure Project is to be completed.

Construction Procedures means the procedures set out in Schedule 5.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@cardinia.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Credit means a credit in the amount of the Agreed Project Value for the relevant Infrastructure Project or the Agreed Land Value for the relevant Land Project against the amount of the Development Contributions Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Defects Liability Period means the defects liability period specified in Schedule 4B.

Development Agency has the meaning given to that term in the Development Contributions Plan.

Development Contributions Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.

Development Contributions Plan or DCP means the Development Contributions Plan described in Schedule 2.

Equalisation Payment means the amount specified in Schedule 6B as the equalisation payment.



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- GAIC means the Growth Areas Infrastructure Charge under the Act.
- Indexation** means an annual adjustment to the Consent Fee carried out in accordance with CPI.
- Infrastructure Project** means a project to be delivered by the Owner under this Agreement as identified in the relevant column of the table to Schedule 6A and which may be further illustrated and defined in the Public Infrastructure Plan.
- Land Project** means the land transactions described in Schedule 6B in respect of the Project Land.
- Landscape Works** means landscape works which are identified on a landscape plan prepared by the Owner and approved by Council from time to time, excluding Civil Works.
- Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Projects or other infrastructure that is in the nature of regional or state infrastructure.
- Localised Infrastructure Project** means a project to be delivered by the Owner under this Agreement as identified in the relevant column of the table to Schedule 6C and which may be further illustrated and defined in the Public Infrastructure Plan.
- Maintenance Period** means the maintenance period specified in Schedule 4A.
- Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- Noise Attenuation Report** means the noise attenuation report submitted to Council in support of the application for the Planning Permit.
- Open Space Land** means the land for passive open space described in Schedule 6B.
- Over Provision** means the amount by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Contributions Levy in respect of the Subject Land.
- Owner** means the person or a person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it.
- Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.
- Party or parties** means the parties to this Agreement.
- Plan Checking Fee** means a fee payable to Council by the Owner for checking plans for an Infrastructure Project or Localised Infrastructure Project and which is payable at the rate of 0.75% of the Anticipated Cost of Construction.
- Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.



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AQ871870W
28/03/2018 \$94.60 173

- Planning Permit** means the planning permit referred to in Schedule 3.
- Planning Scheme** means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land.
- Precinct Structure Plan** means the Precinct Structure Plan described in Schedule 2.
- Project Land** means any land referred to in Schedule 6B but does not include Open Space Land.
- Public Infrastructure Plan** means the plan labelled 'Public Infrastructure Plan' which is attached to this Agreement and marked as Attachment 1.
- Residential Lot** means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.
- Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction and which is payable at the rate of:
 - if paid within 12 months of the date this Agreement commences, \$102; or
 - if paid at any time after 12 months of the date this Agreement commences, \$102 plus Indexation.
- Schedule** means a schedule to this Agreement.
- Stage** followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in the Staging Plan.
- Staging Plan** means the staging plan endorsed under the Planning Permit for the Subject Land, a copy of which is attached as Attachment 2.
- Statement of Compliance** means a Statement of Compliance under the *Subdivision Act* 1988.
- Subject Land** means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
- Supervision Fee** means a fee payable to Council by the Owner for supervision of a Infrastructure Project or Localised Infrastructure Project as the case may be and which is payable at the rate of 2.5% of the Anticipated Cost of Construction.
- Works** has the same meaning as in the Act.

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 all genders;
- 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;



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- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects and the Land Projects;
- 3.2 to satisfy condition 8 of the Planning Permit;
- 3.3 to record the terms on which the Owner must provide the Localised Infrastructure Projects; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 the Owner has elected to enter into this Agreement in order to carry out the Infrastructure Projects and the Land Projects for a Credit instead of making a total cash payment as a Development Contributions Levy; and
- 4.2 the Owner will make cash payments to Council to meet the Owner's liability to pay the Development Contributions Levy for the Subject Land in accordance with the timeframes set out in this Agreement.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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6. Owner's specific obligations

6.1 Payment of Development Contributions Levy

The Owner covenants and agrees that:

- 6.1.1 the Owner must pay the relevant Development Contributions Levy prior to the issue of a Statement of Compliance for each Stage in accordance with the Development Contributions Plan and this Agreement; and
- 6.1.2 the Owner's liability to pay the Development Contributions Levy is subject to the Owner's entitlement to a Credit under this Agreement.

6.2 Infrastructure Projects

The Owner covenants and agrees that:

- 6.2.1 the Owner will construct the Infrastructure Projects specified in Schedule 6A prior to the milestones identified in Schedule 6A for the Agreed Project Value; and
- 6.2.2 the Agreed Project Value will be paid as a Credit against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement.

6.3 Localised Infrastructure Projects

The Owner covenants and agrees that the Owner will construct the Localised Infrastructure Projects specified in Schedule 6C prior to the milestones identified in Schedule 6C.

6.4 Project Land

The Owner covenants and agrees that:

- 6.4.1 the Owner must transfer or vest the Project Land specified in Schedule 6B for the Agreed Land Value:
 - (a) prior to the milestones identified in Schedule 6B;
 - (b) where the Agreed Land Value is payable as a Credit or payment, as the case may be, as described in and payable at the time set out in Schedule 6B;
- 6.4.2 for the purposes of clause 6.4.1, Project Land will not have been transferred to Council or vested in Council until Council has been provided with a certificate of title recording Council as the registered proprietor for that land.

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6.5 Design and Construction of Infrastructure Projects and Localised Infrastructure Projects

The Owner covenants and agrees that:

6.5.1 the Owner will prepare detailed design and engineering plans and specifications of the Infrastructure Projects and Localised Infrastructure Projects (Designs) outlined in Schedule 6A and Schedule 6C and submit the Designs to Council for approval (such costs to be credited to the Owner from the DCP for DCP projects only and at the percentage identified in the DCP);

6.5.2 the Designs must:

- (a) be to the satisfaction of Council;
- (b) comply with any relevant standard set out in the Development Contributions Plan; and
- (c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

and the approval of the Designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as Approved Plans or the like;

6.5.3 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects and Localised Infrastructure Projects;

6.5.4 prior to any contract being awarded for the Infrastructure Projects, the Owner will:

- (a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans;
- (b) submit the proposed construction program to Council for approval;

6.5.5 in carrying out the works associated with an Infrastructure Project or Localised Infrastructure Project which is carried out on any land owned by Council, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project or Localised Infrastructure Project as the case may be are to be conducted;

6.5.6 the Owner will:

- (a) construct the Infrastructure Projects and Localised Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;
- (b) obtain any other approval required under any other applicable legislation or Regulation;
- (c) take any mitigation measures required under any approved Conservation Management Plan or Construction Management Plan that applies to the Subject Land or any other land which contains an Infrastructure Project or Localised Infrastructure Project as the case may be identified in the Public Infrastructure Plan;
- (d) comply with the Construction Procedures;





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- (e) pay to Council the Plan Checking Fee and Supervision Fee for the Infrastructure Projects and Localised Infrastructure Projects; and

6.5.7 each Infrastructure Project and Localised Infrastructure Project will be completed before the milestone described in the relevant schedule and if an Infrastructure Project or Localised Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance relating to the Stage comprising or subsequent to the relevant milestone unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project or Localised Infrastructure Project as the case may be.

6.6 Certificate of Practical Completion

The Owner covenants and agrees that:

6.6.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;

6.6.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project or Localised Infrastructure Project, the Owner:

- (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project or Localised Infrastructure Project;
- (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project or Localised Infrastructure Project;
- (c) is responsible for the maintenance of the Infrastructure Project or Localised Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4A from the date of the issue of the Certificate of Practical Completion; and
- (d) is responsible for the repair of any defects during the Defects Liability Period specified in Schedule 4B from the date of the issue of the Certificate of Practical Completion.

6.7 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement the Public Infrastructure Plan.

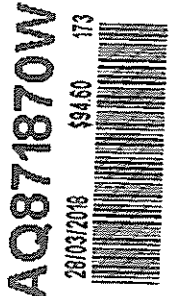
6.8 Public Open Space Equalisation

The Parties agree that:

6.8.1 the Owner will transfer to or vest in Council for municipal purposes the Open Space Land identified in Schedule 6B as shown on the Public Infrastructure Plan;

6.8.2 the Owner will pay to Council, or the Council will pay to the Owner, as the case may be, any required Equalisation Payment specified for the Open Space Land in Schedule 6B;

6.8.3 the Equalisation Payment must be paid:





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- (a) where the payment is due to the Owner, within 30 days of the transfer or vesting of the final parcel of Open Space Land described in Schedule 6B; and
 - (b) where the payment is due to Council, prior to the issue of a Statement of Compliance for the final stage of the development of the Subject Land, unless otherwise specified in Schedule 6B; and
- 6.8.4 upon complying with this clause 6.8, the Owner has fulfilled its obligations in relation to the Subject Land under the Planning Scheme in relation to Open Space Land.

7. Agreed Land Value

7.1 The Parties agree that:

- 7.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Project Land; and
- 7.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or any other legislation for any other category of or form of loss or compensation in respect of the Project Land.



8. Parties' obligations

8.1 Credit

The Parties agree that:

- 8.1.1 upon the issue of a Certificate of Practical Completion in respect of an Infrastructure Project, the Owner will be entitled to the Credit for that Infrastructure Project as set out in Schedule 6A;
- 8.1.2 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Maintenance Period or Defects Liability Period;
- 8.1.3 upon the transfer or vesting of Project Land in Council, the Owner will be entitled to a Credit in respect of the relevant Project Land in Schedule 6B in respect of the Agreed Land Value; and
- 8.1.4 after the expiry of the Maintenance Period referred to in Schedule 4A and the Defects Liability Period referred to in Schedule 4B, maintenance of the works and repair of any defects in respect of an Infrastructure Project, those projects become the responsibility of Council; and
- 8.1.5 where an amount is payable to the Owner in respect of an Infrastructure Project listed in Schedule 6A and that item is identified in the relevant schedule as having



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a Credit as the funding source, the amount payable to the Owner must be first made and taken as a Credit at the time set out in Schedule 6A.

8.2 Reimbursement for Over Provision

The Parties agree that:

- 8.2.1 Council will not reimburse the Owner for the Over Provision unless the Owner's liability to pay the Development Contributions Levy has been satisfied in respect of all Stages of the subdivision of the Subject Land, unless an alternative time is specified in Schedule 6A or Schedule 6B of this Agreement, and
- 8.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 8.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

10. Owner's further obligations

10.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

10.2 Further actions

The Owner:

- 10.2.1 must do all things necessary to give effect to this Agreement;
- 10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 10.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

10.3 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 10.3.1 Plan Checking Fee;
- 10.3.2 Supervision Fee; and
- 10.3.3 Satisfaction Fee.





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10.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 10.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 10.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 10.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Time for giving consent

If Council makes a request for payment of:

- 10.5.1 a fee under clause 10.4; or
- 10.5.2 any costs or expenses under clause 10.5,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction until payment has been made to Council in accordance with the request.

10.6 Interest for overdue money

The Owner agrees:

- 10.6.1 the Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date; and
- 10.6.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.



11. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

12. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

13. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:



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- 13.1 give effect to this Agreement; and
- 13.2 enter into a deed agreeing to be bound by the terms of this Agreement.

14. General matters

14.1 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:

- 14.1.1 personally on the other Party;
- 14.1.2 by leaving it at the other Party's Current Address;
- 14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 14.1.4 by email to the other Party's Current Email.

14.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

14.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

14.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

14.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

15. GST

- 15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.



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- 15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. GAIC

All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

17. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

18. Ending of Agreement

- 18.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.
- 18.2 Notwithstanding clause 18.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 18.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 18.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 18.4 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 18.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 18.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 18.6 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

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Schedule 1

Subject Land

Address: Bridge Road, Officer

Certificate of Title Details:

Lot A on Plan of Subdivision PS804353J being the land contained in Certificate of Title Volume 11950 Folio 441

Lot C on Plan of Subdivision PS804353J being the land contained in Certificate of Title Volume 11950 Folio 443

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Schedule 2

Development Contributions Plan

The Development Contributions Plan is the **Officer Development Contributions Plan (September 2011)**, as amended from time to time, being an Incorporated Document in the Planning Scheme.

Precinct Structure Plan

The Precinct Structure Plan is the **Officer Precinct Structure Plan (September 2011)**, as amended from time to time, being an Incorporated Document in the Planning Scheme.

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Schedule 3

Planning Permit

Permit Number:

- T160146-3 issued on 1 August 2016 amended on 3 July 2017 and as amended from time to time including the plans endorsed under the planning permit.

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Schedule 4

Schedule 4A

Maintenance Period

- The Maintenance Period for Civil Works is 3 months.
- The Maintenance Period for Landscape Works is 24 months.

Schedule 4B

Defects Liability Period

- The Defects Liability Period for Civil Works is 12 months.
- The Defects Liability Period for Landscape Works is 24 months.

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Schedule 5

Construction Procedures

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project or Localised Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project or Localised Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project or Localised Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project or Localised Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project or Localised Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project or Localised Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or Localised Infrastructure Project, or undertaking any maintenance or repair of defects in respect of any Infrastructure Project or Localised Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - a. consent of the owner of land to access such land; and
 - b. it has satisfied any condition of such consent
6. The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project or Localised Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of work

8. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;

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- f. comprise best industry practice;
- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.

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Schedule 6

Schedule 6A – Infrastructure Projects

Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment/Credit
3	Construction of first carriageway of Officer South Road upgrade (Arterial Standard) from Rix Road intersection extent to Flanagan Avenue (excluding paths)	DCP item DL_RO_27 from the southern extent of DL_TM_19 to approximately 200m south (southern extent of Flanagan intersection)	Prior to issue of Statement of Compliance for Stage 13 or as agreed to in writing by Council.	33.85% of the DCP project value indexed to the calendar year as at the date of practical completion	DCP	Upon the issue of a Certificate of Practical Completion for the infrastructure project
5	Construction of pedestrian bridge over Gum Scrub Creek	DCP item DL_TN_06	Prior to issue of Statement of Compliance for Stage 15	100% of the DCP project value indexed to the calendar year as at the date of practical completion	DCP	Upon the issue of Certificate of Practical Completion for the infrastructure project.
6	Construction of trail network along Gum Scrub Creek from Bridge Road to Princes Freeway	DCP item DL_TN_08b	Prior to issue of Statement of Compliance for Stage 15	100% of the DCP project value indexed to the calendar year as at the date of practical completion	DCP	Upon the issue of Certificate of Practical Completion for the infrastructure project.
7	Construction of trail network along the Princes Freeway from	DCP item DL_TN_10	Prior to issue of Statement of Compliance for Stage 16	31.8% of the DCP project value indexed to the calendar	DCP	Upon the issue of Certificate of Practical Completion for the infrastructure project.

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	Gum Scrub Creek to Officer South Road			year as at the date of practical completion	
11	Construction of first carriageway of Officer South Road that is within the ultimate Officer South Road / Rix Road intersection - limited pavement only	DCP item DL_TM_19	Prior to issue of Statement of Compliance for Stage 13 or as agreed to in writing by Council	4.5% of the DCP project value indexed to the calendar year as at the date of practical completion	Upon the issue of Certificate of Practical Completion for the infrastructure project. DCP

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Schedule 6B – Project Land and Open Space Land

Project Number	Project Land Description	Title or plan reference	Area of the Project Land	Milestone for transfer or vesting of the Project Land	Agreed Land Value	Funding Source	Timing for Payment / Credit
4	Provision of land for Officer South Road upgrade (Arterial Standard). DCP item DI_RO_LA40	As per future Plan of Subdivision	11,800 square metres	On registration of the Stage 13 Plan of Subdivision	\$1,000,040.00	DCP	Credit upon vesting of land in Council
8	Provision of land for intersection at North-South Arterial Road/Officer South Road / Rix Road. DCP item DI_TM_LA31.	As per future Plan of Subdivision	Equivalent to 7112 square metres	On registration of the Stage 13 Plan of Subdivision	\$599,968.32	DCP	Credit upon vesting of land in Council

Open Space Land	Open Space Land Description	Title or plan reference	Area of the Open Space Land	Equalisation Payment for Open Space Land	Funding Source	Timing for Payment / Credit
1	Provision of land for local park	As per future plan of subdivision	8,600 square metres	\$0	Clause 52.01	On registration of the Stage 13 Plan of Subdivision
N/A	Public Open Space contribution as cash	N/A	3101.34 square metres	\$266,004.44	Clause 52.01	Prior to issue of a Statement of Compliance for Stage 13

Schedule 6C – Localised Infrastructure Projects

Localised Infrastructure Project Number	Localised Infrastructure Project Description	Extent of Localised Infrastructure Project	Milestone for the completion of the Localised Infrastructure Project	Funding Source
2	Provision of part of land falling east of the Officer South Road carriageway for ultimate signalised intersection at Officer South Road / Flanagan Avenue	As per future plan of subdivision	Upon registration of the Stage 13 Plan of Subdivision	Owner
9	Provision of land for Princes Freeway interchange	As per future plan of subdivision	Upon registration of the Stage 15 Plan of Subdivision	Owner
10	Construction of noise attenuation barriers along the Princes Freeway	Adjacent to the property boundary as per Noise Attenuation Report	Prior to issue of a Statement of Compliance for Stage 11a unless otherwise agreed by VicRoads	Owner
12	Construction of T intersection Officer South Road / Flanagan Avenue,	Interim T intersection	Prior to issue of a Statement of Compliance for Stage 13 (or as agreed to in writing by Council).	Owner
N/A	Improvements to local park	As per approved landscape plan	Prior to issue of Statement of Compliance for Stage 17	Owner

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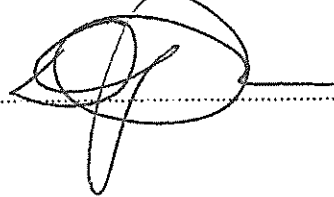


Signing Page

Signed, sealed and delivered as a deed by the Parties.

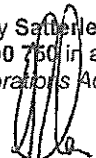
Signed by and on behalf, and with the authority, of the Cardinia Shire Council by **DEBBIE TYSON, MANAGER** (Name), **DEVELOPMENT AND COMPLIANCE** (Title), in the exercise of a power conferred by an Instrument of Delegation in the presence of:

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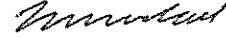
Witness **LISA HALL**

Executed by **Sutherland Officer Pty Ltd** (ACN 165 990 760) in accordance with s 127(1) of the *Corporations Act 2001*:



Signature of Director
Anthony Robert Carr

Print full name



Signature of Director/Company Secretary
Rossmore James Carmichael

Print full name

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Attachment 1

Public Infrastructure Plan

ITEM	DESCRIPTION	DEVELOPER WORKS (PITCH, SLOPE, ETC.)	WORKS IN SITUATION (CCP, FENCING, ETC.)	PCP REFERENCE	RESPONSIBILITY FOR CONSTRUCTION (ON ACCREDITATION)**	EXPECTED YEAR FOR DELIVERY
1	Provision of land for local park	Yes	No	N/A	Developer	2017-2018
2	Provision of land for future specialised infrastructure at Officer South Road / Hangan Avenue	Yes	No	N/A	Developer	2017-2018
3	Construction of first stage network along Gum Scrub Creek (Article 176) from the Road Intersection to Hangan Avenue	No	Yes	DL RD 27	Developer	2017-2018
4	Provision of land for Officer South Road upgrade (Article 176)	No	Yes	DL RD 140	Developer	2017-2018
5	Construction of retention bridge over Gum Scrub Creek	No	Yes	DL RD 65	Developer	2019
6	Construction of first network along Gum Scrub Creek from Bridge Road to the Princes Freeway	No	Yes	DL RD 405	Developer	2019
7	Construction of first network along the Princes Freeway from Gum Scrub Creek to Officer South Road	No	Yes	DL RD 10	Developer	2019
8	Provision of land for intersection at North-South Road / Officer South Road / Rix Road	No	Yes	DL RD 1011	Developer	2019
9	Provision of land for Princes Freeway interchange	Yes	No	N/A	Developer	2019
10	Construction of water attenuation barriers along the Princes Freeway	Yes	No	N/A	Developer	2019
11	Construction of first network of Officer South Road that is within the ultimate Officer South Road / Rix Road intersection	No	Yes	DL RD 39	Developer	2017-2018
12	Construction of T intersection at Officer South Road / Hangan Avenue	Yes	No	N/A	Developer	2017-2018

Notes

- * Where the PIP is for land in the Officer Precinct Structure Plan area, the extent of works to be credited (value and/or %) is to be determined as part of related Section 173 Agreement.
- Or as agreed in a related Section 173 Agreement registered on title.
- Officer Precinct Structure/Planning Scheme requires a 5.5% contribution towards Public Open Space.
- Out of the Conditions to be established by the responsible authority.

**APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME**

Permit No.: T160146-3
 Sheet 1 of 1
 Approved by: Lisa Hall
 Date: Wednesday, 25 October 2021

AQ871870W

28/03/2018 \$94.80 173



LEGEND

- 71.571a No Development Area
- Item 1, Local PIPs
- Item 3, OSR Construction
- Item 4, Local PIPs
- Item 5, OSR Construction
- Item 6, Local PIPs
- Item 7, OSR Construction
- Item 8, OSR Construction
- Item 9, OSR Construction
- Item 10, OSR Construction
- Item 11, OSR Construction
- Item 12, OSR Construction
- Item 13, OSR Construction
- Item 14, OSR Construction
- Item 15, OSR Construction
- Item 16, OSR Construction
- Item 17, OSR Construction
- Item 18, OSR Construction
- Item 19, OSR Construction
- Item 20, OSR Construction
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- Item 99, OSR Construction
- Item 100, OSR Construction

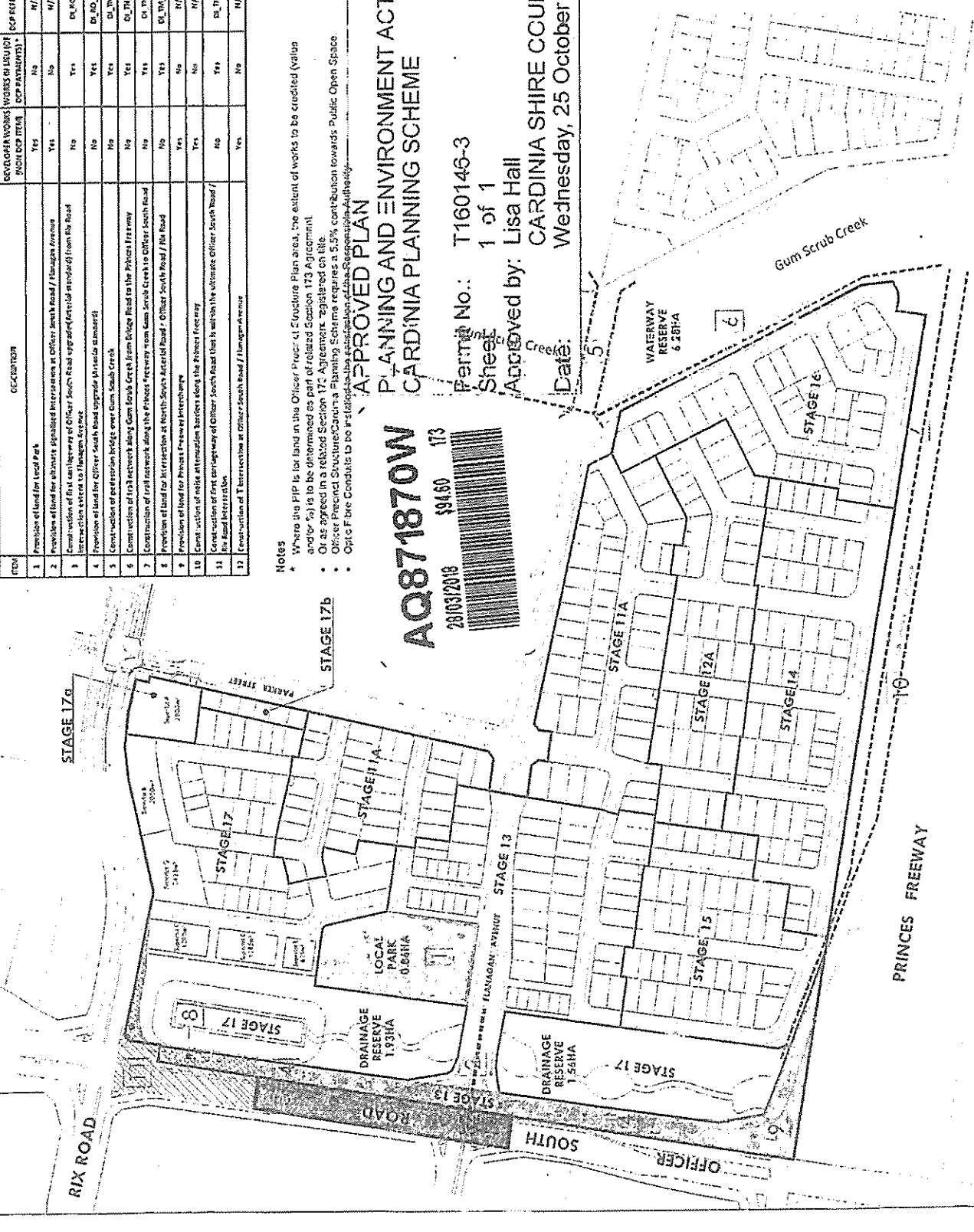
REV.	DATE	PROJECTS	CODE
1	10/04/18	PLAN 173	A1
2	10/04/18	PLAN 173	A1
3	10/04/18	PLAN 173	A1
4	10/04/18	PLAN 173	A1
5	10/04/18	PLAN 173	A1
6	10/04/18	PLAN 173	A1
7	10/04/18	PLAN 173	A1
8	10/04/18	PLAN 173	A1
9	10/04/18	PLAN 173	A1
10	10/04/18	PLAN 173	A1
11	10/04/18	PLAN 173	A1
12	10/04/18	PLAN 173	A1
13	10/04/18	PLAN 173	A1
14	10/04/18	PLAN 173	A1
15	10/04/18	PLAN 173	A1
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98	10/04/18	PLAN 173	A1
99	10/04/18	PLAN 173	A1
100	10/04/18	PLAN 173	A1

SCALE 1:1500 @ A1

ARCADIA
 BRIDGE ROAD, OFFICER
 PUBLIC INFRASTRUCTURE PLAN
 NEIGHBOURHOOD 02

Project No. 9039/ND
 Drawing Ref. 9039-NH-02_UD_PIP01_V16

BREESE PITT DIXON
 CIVIL ENGINEER
 10/100 HANAGAN AVENUE
 GUM SCRUB CREEK
 VIC 3040 ST HAWKESBURY EAST
 PHONE: 03 9379 1200
 FAX: 03 9379 1370
 www.bpd.com.au



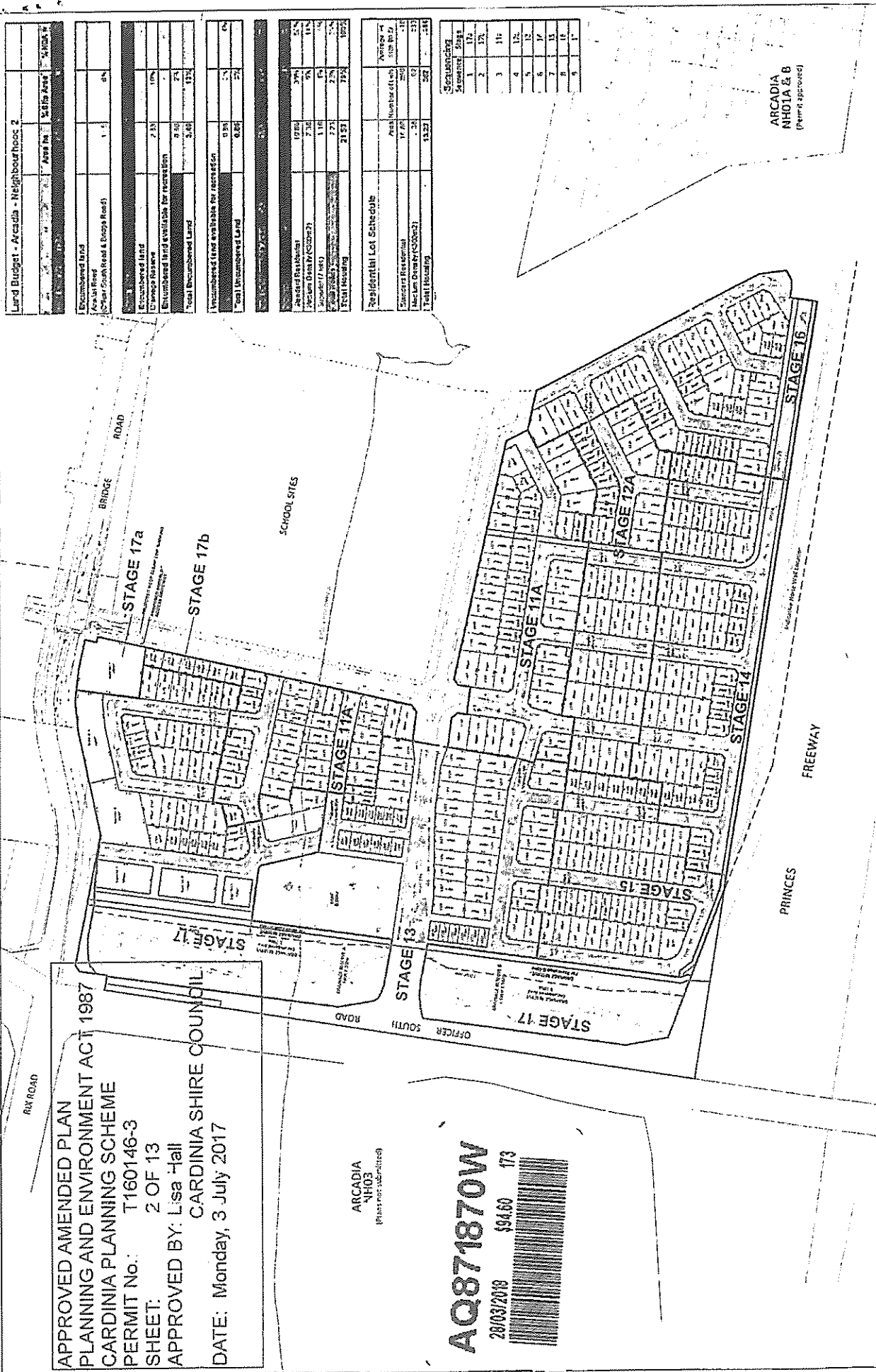
AQ871870W

28/03/2018 \$94.60 173



Attachment 2

Staging Plan



Land Budget - Arcadia - Neighbourhoods 2

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Encumbered Land

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Unencumbered Land available for recreation

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Total Encumbered Land

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Unencumbered Land available for recreation

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Total Unencumbered Land

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

Residential Lot Schedule

Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

ARCADIA NH01A & B (Permit approved)

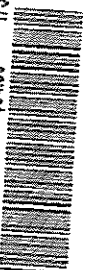
Area No	Area Name	Area Area	Area Area
1	ARCADIA	1.1	6%

APPROVED AMENDED PLAN
 PLANNING AND ENVIRONMENT ACT 1987
 CARDINIA PLANNING SCHEME
 PERMIT No.: T160146-3
 SHEET: 2 OF 13
 APPROVED BY: Lisa Hall
 CARDINIA SHIRE COUNCIL
 DATE: Monday, 3 July 2017

ARCADIA NH03
 (Plans not submitted)

AQ871870W

28/03/2018 \$94.60 173



Satterley

ARCADIA NH03
 Code: 1001
 Date: 28/03/2018
 Date: 28/03/2018
 Date: 28/03/2018



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 04 August 2021 11:56 AM

PROPERTY DETAILS

Address: 10 MUFFET WAY OFFICER 3809
Lot and Plan Number: Lot 1229 PS746835
Standard Parcel Identifier (SPI): 1229\PS746835
Local Government Area (Council): CARDINIA
Council Property Number: 5000025550
Planning Scheme: Cardinia
Directory Reference: Melway 214 H7

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

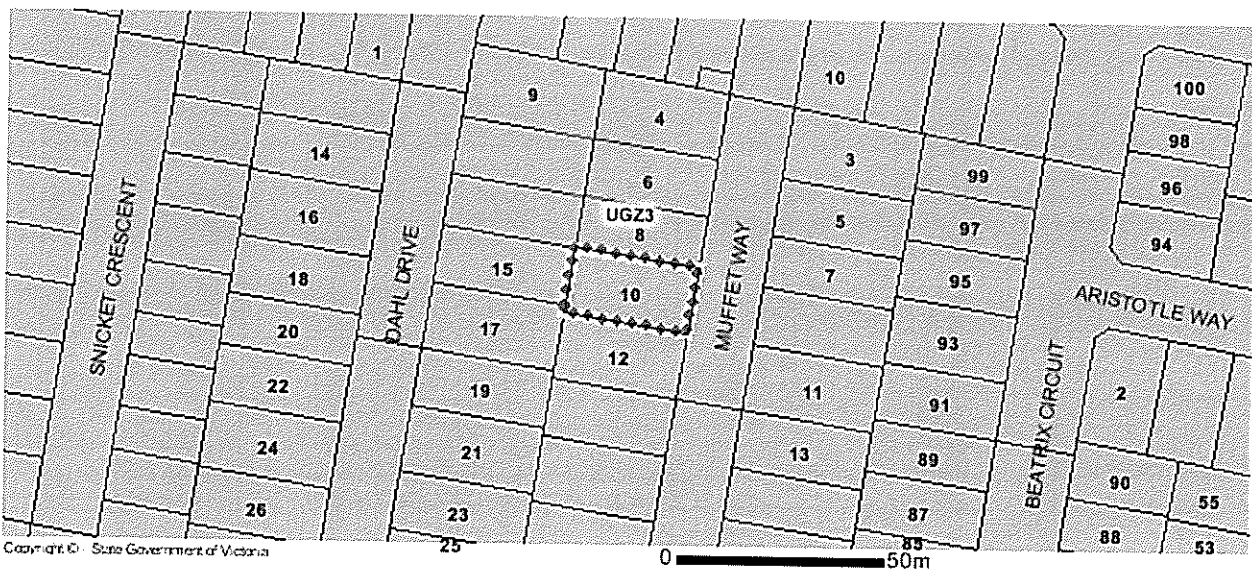
STATE ELECTORATES

Legislative Council: EASTERN VICTORIA
Legislative Assembly: GEMBROOK

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)



UGZ - Urban Growth

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

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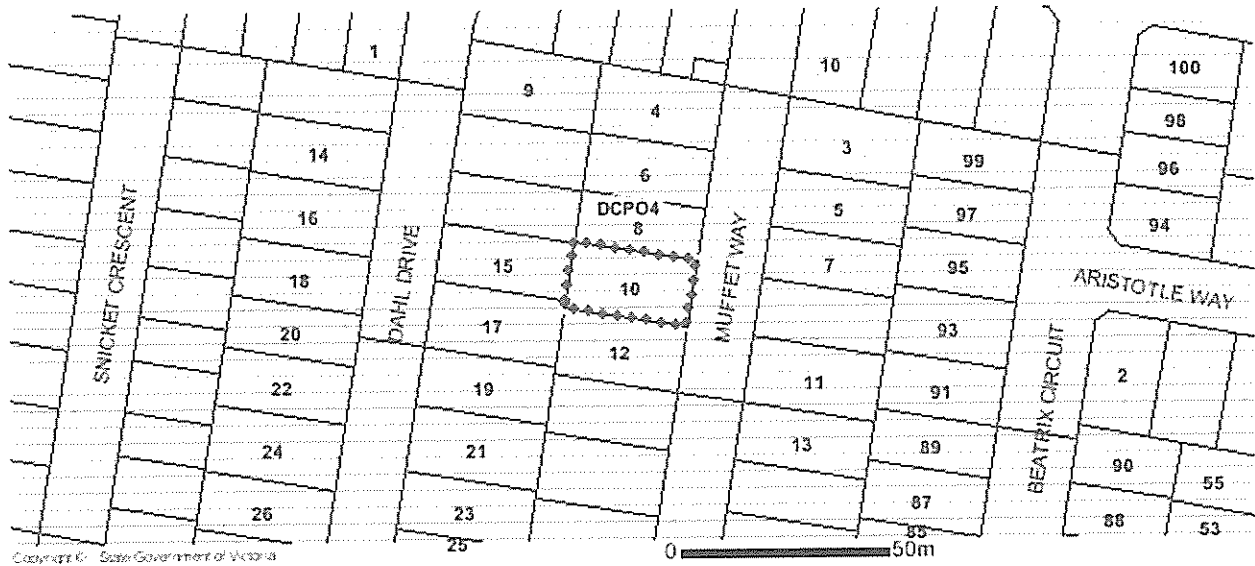
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

PLANNING PROPERTY REPORT: 10 MUFFET WAY OFFICER 3809

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 (DCPO4)



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DCPO - Development Contributions Plan

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

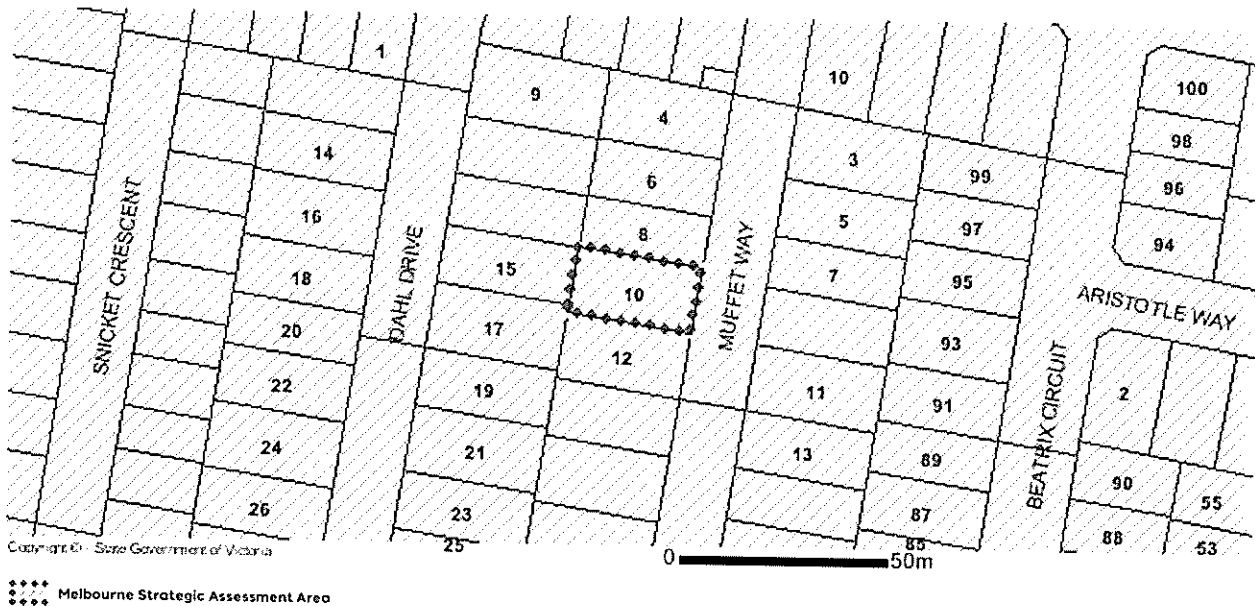
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Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 29 July 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>

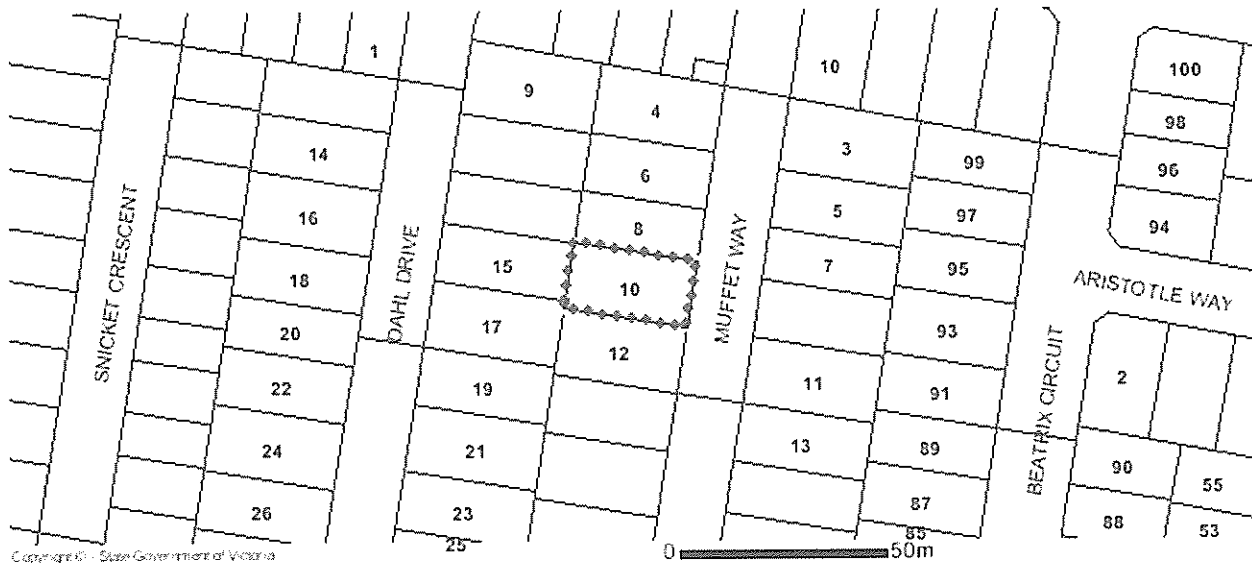
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Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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>

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Property Report

from www.land.vic.gov.au on 04 August 2021 11:54 AM

Address: 10 MUFFET WAY OFFICER 3809

Lot and Plan Number: Lot 1229 PS746835

Standard Parcel Identifier (SPI): 1229\PS746835

Local Government (Council): CARDINIA Council Property Number: 5000025550

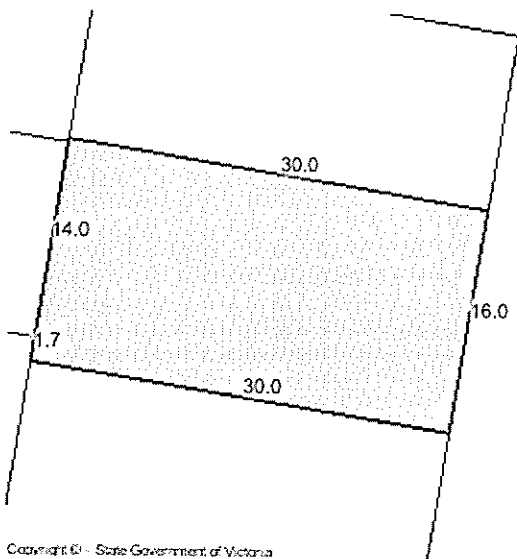
Directory Reference: Melway 214 H7

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: 479 sq. m

Perimeter: 92 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.

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

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Planning Zone Summary

Planning Zone: URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)
 Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 (DCPO4)

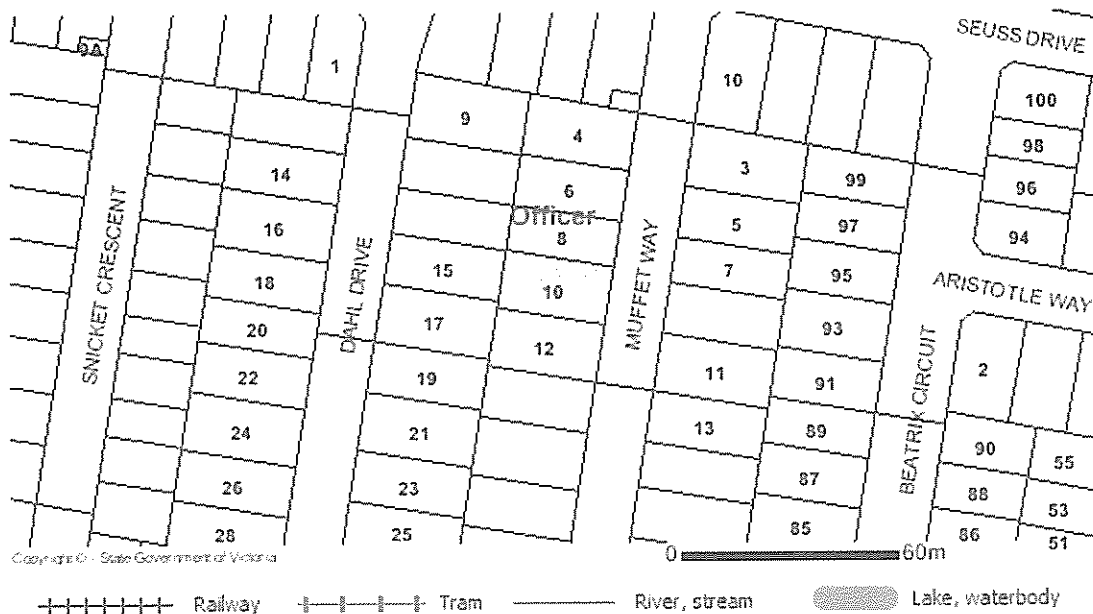
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A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, 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



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Suite 6, 24 Lakeside Drive,
East Burwood 3151
Ph. 9887 7990
Fax. 9887 9660

Form 2
Building Act 1993

Building Regulations 2018 : Regulation 37(1)

BUILDING PERMIT BS-U 1093/201802679/0A

ISSUED TO:

OWNER

Mahbub Sheikh & Farhana Syeda
Unit 2, 20-22 Centre Road
Vermont 3133
Mclarke@henley.com.au

AGENT

Henley Arch Pty Ltd
395 Ferntree Gully Road
Mt Waverley 3149

BUILDER

Henley Arch Pty Ltd
395 Ferntree Gully Road
Mt Waverley 3149

ADDRESS FOR SERVING OF NOTICES

Name Mahbub Sheikh & Farhana Syeda Unit 2, 20-22 Centre Road Vermont 3133

PROPERTY DETAIL 10 Lot 1229 Muffet Way Officer 3809

Allotment area m2 480 Title details PS 746835

Municipal District: Cardinia Shire Council

Prop No

Builder: Henley Arch Pty Ltd

395 Ferntree Gully Road Mt Waverley 3149

Ph

Ph

9574-5333

Fax no: 9574-5443

PRACTITIONERS

Bowen Robert Evan
Langton Craig

DBU1999
EC47387

FUNCTION AND ENGAGEMENT

Engaged in building work
Certified documents only

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

The issuer or provider of the required insurance policy is:- VMIA

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No

Planning Permit Date:

Details of domestic building work Insurance (if applicable)

VMIA

Project estimated value \$419,962.00

NATURE OF BUILDING WORK Construction of Detached Dwelling and Garage As per plans

Building details

Storeys contained 2 Version of BCA applicable to Permit 2016 Volume 2 BAL level n/a

Allowable live load 1.5 kpa New floor area m2 380 Type of Construction

Effective Height Area m2 380 Classification 1a & 10a

Rise in Storeys (for class2-9 building only) Persons accommodated for

STAGES OF WORK PERMITTED As shown on approved plans

OCCUPATION/USE OF A BUILDING: An Occupancy Permit is required prior to occupation

RELEVANT BUILDING SURVEYOR: David Murphy

Municipal District: Cardinia Shire Council

Date of issue: 31-Aug-2018

Registration No: BS-U 1093 Page 1 of 3

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

BUILDING PERMIT BS-U 1093/201802679/0A

COMMENCEMENT AND COMPLETION

This building work must commence by 31/08/2019

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by 31/08/2020

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

MANDATORY INSPECTIONS

Pre-slab Inspection

Steel for Slab Inspection

Framework Inspection

Occupancy Permit Inspection

Protection work

Protection work Is Not required in relation to the building work proposed in this permit.

Performance Solution

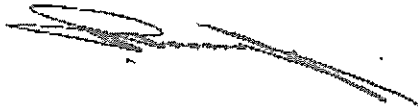
A Performance Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

1.	Clause 3.3.1.0, AS 4773.2, Table 3.2	P2.1 & P2.2.2	Mortar Mix Tolerances
2.	Clause 3.8.1.2 & AS 3740	P2.4.1	Wet Area Construction Laundries, Powder Rooms & WC's
3.	Clause 3.2.2.6	P2.2.3	Vapour Barrier Branding
4.	Clause 3.2.2.7	P2.1	Masonry & Timber Wall Slab Overhangs
5.	Clause 3.6.0(b)(x) & AS 1288, Clause 7.3.2	P2.1.1	Glass Balustrades
6.	Clause 3.3.4.0	P2.2.2	Masonry Veneer Wall Flashings
7.	Clause 3.1.2.3(b), 3.3.1.0(b), AS 4773.2, Clause 9.6.1	P2.2.1, P2.2.2 & P2.2.3	Height of DPC above Ground Level for Roofed Alfresco & Porch area
8.	Not Applicable	P2.2.1, P2.2.2 & 2.2.3	Garage Entry Weatherproofing
9.	Clause 3.3.4.2(a)	P2.2.2	Construction of Weepholes
10.	Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1	Stair Tread & Riser Consistency
11.	Clause 3.12.0(a)	P2.6.1	Energy/Water Efficiency
12.	Clause 3.3.4.2(a)	P2.2.2	Width of Masonry Veneer Cavity
13.	Clause 3.3.4.0, AS 4773.2, Clause 9.6.1	P2.2.3	Damp-proof course/flashing setback distance on face masonry & rendered walls

Prescribed Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed Reporting Authorities	Matter Reported On	Regulation
Council	Building in Areas Liable to Flooding	Regulation 153
Council	Construction on Designated Land or Designated Works	Regulation 154



RELEVANT BUILDING SURVEYOR: David Murphy

Date of issue: 31-Aug-2018

Registration No: BS-U 1093 Page 2 of 3

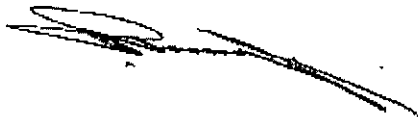
Municipal District: Cardinia Shire Council

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

BUILDING PERMIT BS-U 1093/201802679/0A

PERMIT CONDITIONS

- 1 Allotment designated as a Termite area, construction to comply with AS 3660.1.
- 2 Roof truss computations to be provided for approval prior to frame inspection. Note: Lintel sizes may be altered if supporting point loads.



RELEVANT BUILDING SURVEYOR: David Murphy

Municipal District: Cardinia Shire Council

Date of issue: 31-Aug-2018

Registration No: BS-U 1093 Page 3 of 3

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



DJM Building Consultants Pty Ltd
Suite 6, 24 Lakeside Drive
Burwood East, 3151
P: 9887 7990
E: djm@djmbc.com.au

Application Number: 201802679

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

Property Details

Number: **10** Street/Road: **Muffet Way** Suburb: **Officer** Postcode: **3809**
Lot/s: **1229** LP/PS: **746835** Volume: Folio:
Crown: **allotment** Section: **No** Parish: County:
Municipal District: **Cardinia Shire Council**

Building permit details

Building permit number: **BS-U 1093/201802679/0/V3**
Version of BCA applicable to building permit: **2016 Volume 2**

Building Details

Part of building to which permit applies: **Detached Dwelling and Garage As per plans**
Permitted use: **Dwelling and Outbuilding**
BCA Class of building: **1a & 10a**
Maximum permissible floor live load: **1.5 kpa**
Maximum number of people to be accommodated:

Storeys contained: **2** Rise in storeys (for Class 2-9 buildings):
Effective height: Type of construction:

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Overhangs Clause 3.2.2.7	P2.1
Mortar Mix Tolerances Clause 3.3.1.0, AS 4773.2, Table 3.2	P2.1 & P2.2.2
Glass Balustrades Clause 3.6.0(b)(x) & AS 1288, Clause 7.3.2	P2.1.1
Garage Entry Weatherproofing Not Applicable	P2.2.1, P2.2.2 & 2.2.3
Height of DPC above Ground Level for Roofed	P2.2.1, P2.2.2 & P2.2.3

Alfresco & Porch area Clause 3.1.2.3(b), 3.3.1.0(b)&AS4773.2,Clause9.6.1	
Masonry Veneer Wall Flashings Clause 3.3.4.0	P2.2.2
Width of Masonry Veneer Cavity Clause 3.3.4.2(a)	P2.2.2
Construction of Weepholes Clause 3.3.4.2(a)	P2.2.2
Vapour Barrier Branding Clause 3.2.2.6	P2.2.3
Damp-proof course/flashing setback distance on face masonry & rendered walls Clause 3.3.4.0, AS 4773.2, Clause 9.6.1	P2.2.3
Wet Area Construction Laundries, Powder Rooms & WC's Clause 3.8.1.2 & AS 3740	P2.4.1
Stair Tread & Riser Consistency Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Energy/Water Efficiency Clause 3.12.0(a)	P2.6.1

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Council	Construction on Designated Land or Designated Works	Regulation 154
Council	Building in Areas Liable to Flooding	Regulation 153

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Cooking facilities are to be installed prior to occupation.
2. Power, gas, water and water tank/solar hot water system, if required, are to be provided to the dwelling prior to occupation.
3. Smoke alarms have been provided to the dwelling, regular maintenance inspections are the responsibility of the owner.
4. Termite protection has been provided to this dwelling by either a physical or chemical barrier however, it is the owners responsibility to carry out visual inspections, every six (6) months.

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

Inspection Records

Pre-slab Inspection

Date : 11/12/2018

Inspection Records

Steel for Slab Inspection

Date : 13/12/2018

Inspection Records

Framework Inspection 1

Date : 25/01/2019

Inspection Records

Slab Rectification Inspection

Date : 18/01/2019

Inspection Records

Occupancy Permit Inspection 1

Date : 12/06/2019

Relevant building surveyor

Name:

David Murphy

Address:

Suite 6, 24 Lakeside Drive, Burwood East, 3151

Email:

permits@djmbc.com.au

Building practitioner

registration no.:

BS-U 1093

Municipal district name:

Cardinia Shire Council

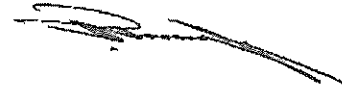
Occupancy Permit no.

BS-U 1093/201802679/0/V3

Date of issue:

17 June 2019

Signature:



Domestic Building Insurance

Certificate of Insurance

Mahbub Sheikh, Farhana Syeda U 2 20-22 Centre Rd VERMONT VIC 3133	Policy Number: C370319 Policy Inception Date: 18/06/2018 Builder Account Number: 014395
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A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	C01: New Single Dwelling Construction
At the property	Lot 1229 Muffet Way Officer VIC 3809 Australia
Carried out by the builder:	HENLEY ARCH PTY LTD
Builder ACN:	007316930
<p>! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.</p>	
For the building owner(s):	Mahbub Sheikh, Farhana Syeda
Pursuant to a domestic building contract dated:	15/06/2018
For the contract price of:	\$ 419,962.00
Type of Cover:	Cover is only provided if HENLEY ARCH PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

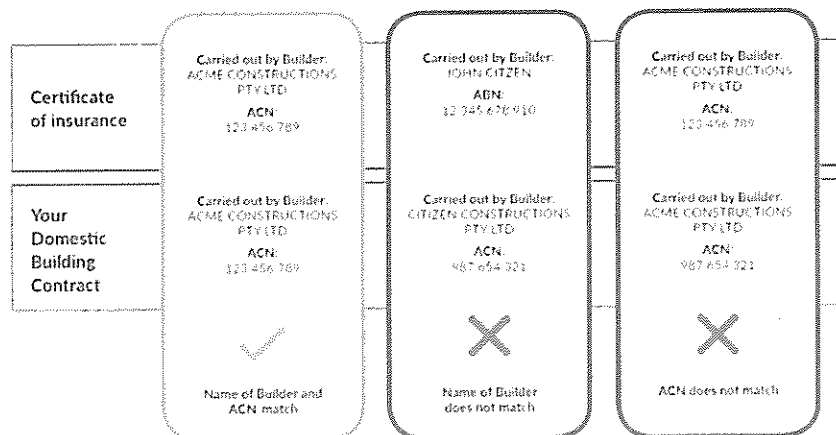
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	\$835.00
GST:	\$83.50
Stamp Duty:	\$91.85
Total:	\$1,010.35

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



KR Peters Real Estate
432 Princes Hwy,
Officer, VIC 3809
P: 03 5943 1111

krpeters
Real Estate

Residential Tenancy Agreement

for

10 Muffet Way, Officer VIC 3809

This agreement is between **Mahbub Sheikh, Farhana Syeda**
and **Rhys Butler, Adam Butler, Matthew Griffin, Just Demestichas**.

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Schedule

Item 1	Date of Agreement:	Mon 19/10/2020								
Item 2	Landlord:	<p>1) Mahbub Sheikh 2) Farhana Syeda</p> <p>Landlord ABN: Landlord ACN:</p>								
Item 3	Agent:	<p>Registered Business Name: KR Peters Real Estate Pty Ltd</p> <p>ABN: ACN:</p> <p>Address: 432 Princes Hwy Officer, VIC 3809</p> <p>Telephone: 03 5943 1111</p> <p>Email Address for Notices:</p>								
Item 4	Tenant:	<p>1) Rhys Butler Address: Muffet Way, Officer VIC 3809</p> <p>2) Adam Butler Address: 10 Muffet Way, Officer VIC 3809</p> <p>3) Matthew Griffin Address: 10 Muffet Way, Officer VIC 3809</p> <p>4) Just Demestichas Address: Muffet Way, Officer VIC 3809</p> <p>Tenant consents to electronic service of notices <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Email Address for Notices:</p> <table border="0"> <tr> <td>Rhys Butler</td> <td>rhys.butler@icloud.com</td> </tr> <tr> <td>Adam Butler</td> <td>addy.butler23@gmail.com</td> </tr> <tr> <td>Matthew Griffin</td> <td>matty.m.griffin@gmail.com</td> </tr> <tr> <td>Just Demestichas</td> <td>juzzyd_rocks@hotmail.com</td> </tr> </table>	Rhys Butler	rhys.butler@icloud.com	Adam Butler	addy.butler23@gmail.com	Matthew Griffin	matty.m.griffin@gmail.com	Just Demestichas	juzzyd_rocks@hotmail.com
Rhys Butler	rhys.butler@icloud.com									
Adam Butler	addy.butler23@gmail.com									
Matthew Griffin	matty.m.griffin@gmail.com									
Just Demestichas	juzzyd_rocks@hotmail.com									
Item 5	Premises:	The Landlord lets the Premises known as 10 Muffet Way, Officer VIC 3809								
Item 6	Rental:	The rent is: \$2,694.00 per calendar month and payable CALENDAR MONTHLY IN ADVANCE								

Item 7	Rental Payments to KR Peters Real Estate:	Via BPAY Biller Code- 314724 Reference Code- 50336
Item 8	Bond:	\$2,694.00 PAID TO RTBA If the Tenant does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the Tenant should contact the Residential Tenancies Bond Authority.
Item 9	Authorised Urgent Repairs:	\$1,800.00 including GST.
Item 10	Fixed Term:	12 months
Item 11	Commencement Date:	Fri 23/10/2020
Item 12	Expiry Date:	Fri 22/10/2021

Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

1. Agreement

This Agreement is made between the Landlord who has appointed KR Peters Real Estate as its agent and the Tenant.

2. Premises and Rent

The Landlord lets the Premises to the Tenant for the Rental of which the first instalment is payable on the Commencement Date and payable by the Tenant to KR Peters Real Estate.

3. Bond

The Tenant shall pay a Bond to KR Peters Real Estate on or before the signing of this Agreement. In accord with the Residential Tenancies Act 1997 the Landlord must lodge the Bond with the Residential Tenancies Bond Authority within 10 business days of receiving the Bond.

4. Fixed Term Tenancy

The term of this Agreement shall be from the Commencement Date and ending on the Expiry Date and unless the Agreement terminates in accord with the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

5. Condition of the Premises

The Landlord must -

- 5.1 ensure that the Premises are maintained in good repair; and
- 5.2 if the Landlord owns or controls the common areas relating to the Premises, take reasonable steps so that the common areas are maintained in good repair.

6. Damage to the Premises

- 6.1 The Tenant must take care to avoid damaging the Premises
- 6.2 The Tenant must take reasonable care to avoid damaging the Premises and any common areas.
- 6.3 The Tenant who becomes aware of damage to the Premises must give notice to KR Peters

Real Estate of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

- 7.1 The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.
- 7.2 The Tenant must keep the Premises in a reasonably clean condition during the period of this Agreement.

8. Use of the Premises

- 8.1 The Tenant must not use or allow the Premises to be used for any illegal purpose.
- 8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet Enjoyment

The Landlord must take all reasonable steps so that the Tenant has quiet enjoyment of the Premises.

10. Transfer of Lease or Subletting

- 10.1 The Tenant must not transfer or sublet the whole or any part of the Premises without the written consent of the Landlord. The consent of the Landlord must not be unreasonably withheld.
- 10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of a written transfer of this Agreement.

11. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997*. Reference should be made to the Act for further rights and duties. Additional terms which do not take away the rights and duties included in the Act may be set out in this Section. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

COMMENCING THE TENANCY

12. The Tenant acknowledges that they must scroll through and view each page of this Lease before

being able to sign it.

13. In accord with Section 439 (I) of the **Act** **KR Peters Real Estate** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **KR Peters Real Estate**. Provision of this information incurs a fee of \$30.00 plus GST per person.
14. The **Landlord** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Tenant** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate
15. The **Landlord** or **KR Peters Real Estate** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Landlord** or **KR Peters Real Estate** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**
16. The **Landlord** must not increase the **Rental** more than once in every twelve (12) months
17. Unless this **Agreement** is specified in the **Schedule** to be for a fixed term the **Landlord** may, in accord with the provisions of Section 44 of the **Act**, increase the **Rental** by giving the **Tenant** at least 60 day's notice of the increase.
18. This **Agreement** may only be amended in writing signed by the **Tenant** and **KR Peters Real Estate** on behalf of the **Landlord**.
19. Where the **Premises** form part of a building, the **Landlord** has the right to make and/or alter rules and regulations for the **Premises** and the **Tenant** will be bound by such rules and regulations of the **Act**.
20. **KR Peters Real Estate** will use its best endeavours so that the **Premises** are available on the **Commencement Date**. The **Tenant** acknowledges that if the **Premises** are not available on the **Commencement Date** the **Tenant** will not make any claim against the **Landlord** or **KR Peters Real Estate** .
21. The **Tenant** shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.
 - 21.1 The **Tenant** acknowledges that it is the responsibility of the **Tenant** to arrange connection of services and power. It is the **Tenant's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Landlord** or **KR Peters Real Estate** should the power not be connected at the commencement of this **Agreement**
 - 21.2 The **Tenant** acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the **Premises** shall be at the cost of the **Tenant**. The **Tenant** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.
22. The **Tenant** acknowledges that any insurance policy of the **Landlord** does not provide cover for the personal possessions of the **Tenant**. It is strongly recommended that the **Tenant** should take out contents insurance to adequately cover those possessions.
23. The **Tenant** shall only use the **Premises** for residential purposes unless the prior written consent of the **Landlord** has been obtained for any other use. The **Landlord** may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the **Tenant**. The **Tenant** must not permit any short term or long term letting or licensing the use and/or occupation of any part of the **Premises** without the prior written consent of the **Landlord**. Any request for consent must be made in writing to **KR Peters Real Estate**.
24. The **Tenant** acknowledges that no promise, representation, warranty or undertaking has been given by the **Landlord** or **KR Peters Real Estate** in relation to the suitability of the **Premises** for the purposes of the **Tenant** otherwise than as provided in this **Agreement**
25. The **Tenant** acknowledges having received before entering into occupation of the **Premises** two copies of the Condition Report signed by or on behalf of the **Landlord** as well as a written statement setting out the rights and duties of the

Landlord and Tenant under a tenancy Agreement ("Renting a Home" A Guide for Tenants"). The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to KR Peters Real Estate within 3 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by KR Peters Real Estate will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement

26. The Tenant acknowledges that no promise, representation or warranty has been given by the Landlord or KR Peters Real Estate in relation to any further renewal of this Agreement other than as specified in the Schedule.
27. The Tenant acknowledges that the Landlord may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
28. The Tenant is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. KR Peters Real Estate does not guarantee that it holds a spare set of keys to the Premises at its offices.
29. The Tenant acknowledges that should the Tenant wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Tenant. The Tenant acknowledges that copies of all keys/auto remote controls and access devices must be returned to KR Peters Real Estate at the end of the tenancy without reimbursement.
30. A copy of the rules of any owner's corporation affecting the Premises are attached to this Agreement. The Tenant must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Tenant. The Tenant is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Landlord. The Tenant agrees to be liable for any fees, on charges, interest or fines which relate to any breach by the Tenant to any of the rules of the owner's corporation.
31. If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Tenant to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Tenant throughout the tenancy to prevent indentation being caused to the floors.

DURING THE TENANCY

32. The Tenant may change any lock security alarm code and/or other security device at the Premises. If the Tenant changes any lock security alarm code and/or other security device, the Tenant must give the Landlord or KR Peters Real Estate a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
33. Subject to the Tenant having been provided with a copy of any insurance policy maintained by the Landlord, the Tenant must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate.
34. The Tenant agrees to pay to the Landlord within 14 days any excess amount charged or any additional premium charged to the Landlord by any insurance company as a result of any accidental or malicious breakage of items including (but not limited to) any glass, toilet bowl or wash basin in the Premises where the damage has been caused by the Tenant, or by anyone at the Premises with the consent of the Tenant.
35. The Tenant must take reasonable measures so that anyone that the Tenant has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Landlord or KR Peters Real Estate or their respective contractors.
36. The Tenant shall indemnify the Landlord for any loss or damage caused by the failure of the Tenant to avoid damage to the Premises by the Tenant or anyone at the Premises with the consent of the Tenant.
37. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to the Tenant or to any third party or property arising from any conduct, act or omission by the Tenant, or any servant, agent and/or invitee of the Tenant.

- including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.
38. The **Tenant** shall not do or allow to be done anything at the **Premises** that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
 39. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the **Premises** or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.
 40. The **Tenant** must not service or repair any motor vehicle, motor cycle, boat or caravan at the **Premises** except minor routine maintenance and cleaning, other than greasing and changing oil.
 41. The **Tenant** shall notify **KR Peters Real Estate** immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.
 42. The **Tenant** must as soon as practicable notify the **Landlord** or **KR Peters Real Estate** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The **Tenant** must pay and indemnify the **Landlord** against all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Tenant** or a person that the **Tenant** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Landlord** or **KR Peters Real Estate** or their respective contractors.
 43. The **Tenant** shall not paint or affix any sign or any antenna or cabling onto the **Premises** or affix any nail, screw, fastening or adhesive to the interior/exterior of the **Premises** without the prior written consent of the **Landlord**.
The consent of the **Landlord** will not be unreasonably withheld. The consent of the **Landlord** may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated.
 - The **Landlord** may require the **Tenant** to remove such items affixed and make good any damage caused by such removal.
 44. The **Tenant** shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
 45. The **Tenant** will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea or ant that may infest the **Premises** while the **Tenant** is in possession of the **Premises**.
 46. The **Tenant** shall not hang any clothes outside the **Premises** other than where provision for the hanging of clothes has been provided. The **Tenant** must use any clothes drying facilities in the manner required by the **Landlord** or any owner's corporation.
 47. The **Tenant** shall, at the **Tenant's** expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the **Premises** which become defective during the term or any extension of this **Agreement** unless the defect is proven to be caused by faulty wiring or a defective fitting.
 48. The **Tenant** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **KR Peters Real Estate**. If a tradesperson is sent by **KR Peters Real Estate** on behalf of the **Landlord** to relight a pilot light the **Tenant** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.
 49. If the **Tenant** becomes aware that a smoke detector or a heater at the premises is not in proper working order the tenant must tell **KR Peters Real Estate** within 24 hours. The **Tenant** must check each smoke detector in the premises if **KR Peters Real Estate** or contractor provides them with information on how to test the smoke detector. If when carrying out the test, the smoke detector does not sound you must inform **KR Peters Real Estate** within 24 hours. The **Tenant**

must never remove a battery from a smoke detector. If the smoke detector makes a sound indicating battery change you must inform KR Peters Real Estate as soon as practical or within 24 hours

- 50. The **Tenant** acknowledges that the **Premises** are a "Smoke Free Zone" and the **Tenant** will ensure that the **Tenant** and any invitees do not smoke inside the **Premises**.
- 51. All payments of **Rental** shall be made without demand by or on behalf of the **Landlord** and on time. No part payment will be accepted. All payments of **Rental** are to be made by the method in Item 7 of the Schedule to this **Agreement** or as notified in writing by KR Peters Real Estate from time to time. Any dishonour fees will be recovered from the **Tenant**. Any costs incurred by KR Peters Real Estate to retrieve **Rental** arrears shall be met by the **Tenant**. The **Tenant** shall be responsible for any bank charges due to dishonoured cheques. Once a cheque has been "referred to drawer" any further **Rental** payments must be made by cash bank cheque or electronic funds transfer (as directed by the **Landlord** or KR Peters Real Estate). No further personal cheque will be accepted in payment of **Rental**.
- 52. If the **Tenant** fails to make a payment under the terms of this **Agreement** on or before the due date for payment and the **Landlord** or KR Peters Real Estate incurs fees and/or charges as a consequence of that failure, the **Tenant** must reimburse the **Landlord** and/or KR Peters Real Estate the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Landlord** and/or KR Peters Real Estate to an authorised deposit taking institution, financier, service provider or contractor
- 53. If the **Tenant** disagrees with a **Rental** increase sought by the **Landlord**, the **Tenant** may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the **Rental** increase is given by or on behalf of the **Landlord**.
- 54. The **Tenant** must maintain any garden at or adjacent to the **Premises** including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be

maintained by the **Tenant** in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the **Tenant** must comply with any government watering restrictions in place. It is the responsibility of the **Tenant** to maintain any water feature/fountain or pond at the **Premises**. The **Tenant** must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy.

- 55. If any garden is watered by a watering system and/or via any tank water, the **Tenant** must maintain the system and/or tank in the state of repair and condition it was in at the start of this **Agreement** (fair wear and tear excepted). The **Tenant** is not required to repair damage to the watering system caused by the **Landlord**, KR Peters Real Estate or their contractors.
- 56. The **Tenant** acknowledges that the **Premises** may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the **Landlord** will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The **Tenant** agrees to allow the **Landlord** or any tradespeople reasonable access to carry out any such repairs.
- 57. The **Tenant** acknowledges that KR Peters Real Estate is authorised to attend to urgent repairs to a maximum of \$1,800.00 (including GST) and the **Tenant** agrees to use all reasonable efforts to contact KR Peters Real Estate during business hours or after hours information service on 03 5943 1111 or KR Peters Real Estate approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet "Renting a Home - A guide for Tenants" as provided for classification of urgent repairs.

Handyman:	Name: Hire a	Tel: 0439 559
	Hubby	617
	Pakenham	
Plumbing & Gas:	Name: Alpha	Tel: 0413 136
	Plumbing and	631
	Gas	
Electrical:	Name:	Tel: 0421 921
	Sharpline	504
	Electrics	

Flood Damage / Name: Tel: 0407 562
 Carpet Cleaning: Doobee Clean957

58. The **Tenant** shall not park or allow any vehicle to be parked on the **Premises** or in any garage facilities made available for use by the **Tenant** as part of this **Agreement** which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the **Premises** unless any dedicated visitor parking is provided by the **Landlord**. The **Tenant** acknowledges that if the **Premises** are advertised without any off-street parking being made available, it shall be the responsibility of the **Tenant** to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the **Premises** and/or otherwise make independent arrangements for the parking of any motor vehicle.
59. The **Tenant** must not keep any pet (any animal other than an assistance dog within the meaning of the *Equal Opportunity Act 2010*) at the **Premises** without first obtaining the written permission of the **Landlord** or **KR Peters Real Estate**. Permission will not be unreasonably withheld. In giving permission, the **Landlord** or **KR Peters Real Estate** may impose reasonable conditions. It is not unreasonable for the **Landlord** or **KR Peters Real Estate** to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the **Premises**. If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owner's corporation). To seek the written permission of the **Landlord** or **KR Peters Real Estate** to keep a pet at the **Premises** the **Tenant** must complete and provide a pet request form. The **Tenant** shall indemnify the **Landlord** against any loss or damage suffered by the **Landlord** as a result of any pet being kept at the **Premises** (with or without the written permission of the **Landlord** or **KR Peters Real Estate**).
60. The **Tenant** must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the **Premises** without the express written permission of the **Landlord**. The **Tenant** also agrees that should any such permission be granted it will be conditional on the **Tenant** obtaining and providing evidence to the **Landlord**, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
61. The **Landlord** or **KR Peters Real Estate** has the right to enter the **Premises** with 24 hours written notice to the **Tenant**, in order to:
- Carry out duties specified in this **Agreement**, or the **Act** or any other legislation or law.
 - Value the **Premises** or any property of which the **Premises** form part.
 - Show prospective buyers or financial lenders through the **Premises**.
 - Show prospective **Tenants** through the **Premises** (within 14 days of the termination of the tenancy).
 - Verify a reasonable belief that the **Tenant** or any occupier may not have met any duties as a **Tenant** of the **Premises**.
 - Make one general inspection in any six-month period, but not within the first three months of the tenancy.
62. If during the term of the tenancy the people in occupation of the **Premises** change -
- 62.1 The **Tenant** must as soon as practicable notify the **Landlord** or **KR Peters Real Estate** in writing and comply with clause 10 of this **Agreement**
- 62.2 If the **Tenant** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 10 of this **Agreement**, or if the **Tenant** abandons the **Premises** or cancels the tenancy, the **Tenant** may be required to reimburse the reletting expenses of the **Landlord** including (but not limited to) -
- 62.2.1 A pro-rata letting fee;
 - 62.2.2 Advertising or marketing expenses incurred;
 - 62.2.3 **Rental** data base checks on applicants;
 - 62.2.4 **Rental** on the **Premises** until the first to occur of the lease being assigned or cancelled or expiry of the tenancy.
- 62.3 The **Tenant** acknowledges that the **Tenant** will be required to reimburse the **Landlord** or **KR Peters Real Estate** for any cost or charge incurred in preparing a written transfer of this **Agreement** in accord with the fees within the **Landlord's** appointment of **KR Peters Real Estate** as agent to manage the **Premises**.
- 62.4 The obligation of the **Tenant** to pay the

reletting expenses of the Landlord is subject to the Landlord taking reasonable steps to mitigate any loss arising from default by the Tenant.

ENDING THE TENANCY

63. If the Landlord requires possession of the Premises when the tenancy ends, the Landlord will give the Tenant the notice required by and in the manner prescribed by the Act.
64. If the Tenant wishes to vacate the Premises at the expiration of this Agreement the Tenant must give the Landlord written notice of the intention of the Tenant to vacate at least 28 days prior to the expiration of this Agreement.
65. If the Tenant remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Tenant must give written notice of the intention of the Tenant to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives written notice.
66. If the Tenant decides to vacate the Premises during the term of this Agreement for whatever reason, the Tenant shall be responsible for reimbursing to the Landlord or KR Peters Real Estate the following costs:
- 66.1 A letting fee equivalent to two weeks' Rental.
 - 66.2 Marketing costs as incurred by KR Peters Real Estate.
 - 66.3 National tenancy database checks on each applicant or as required.
 - 66.4 The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring.
 - 66.5 If the Premises are relet at a lower Rental, the Tenant must pay to the Landlord any difference or shortfall as required.
67. The Tenant acknowledges that it is the responsibility of the Tenant on the termination of this Agreement to deliver all keys, fobs, security tags, air conditioner controls, car stacker keys/fobs for the Premises to KR Peters Real Estate during business hours and to continue paying Rental until such time as all keys, fobs, security tags, air conditioner controls, car stacker keys/fobs are delivered.
68. The Tenant acknowledges that pursuant to Section 428 of the Act, the Tenant cannot refuse to pay Rental on the grounds that the Tenant intends to regard any part of the Bond as rent paid by the Tenant. The Tenant acknowledges that failure to comply with that section of the Act may render the Tenant liable to a penalty of 20 Penalty Units.
69. The Tenant shall be responsible for the removal of any furniture, fitting, personal property, motor cycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy.
70. The Tenant agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner immediately prior to vacating the Premises.
71. The Tenant will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Landlord) by a reputable carpet cleaning contractor and provide KR Peters Real Estate with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning.
72. All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means *Residential Tenancies Act 1997* and Schedule means the Schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

ADDITIONAL REQUIREMENTS

73. The Tenant acknowledges that the Tenant is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Schedule the Tenant consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Landlord consents to the electronic service of notices and other documents in accord with the requirements

of the Electronic Transactions (Victoria) Act 2000 at the email address of **KR Peters Real Estate**. If the **Tenant** has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the **Landlord** shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

74. The **Tenant** must give written notice as soon as practicable to the **Landlord** or **KR Peters Real Estate** if the email address for electronic service of notices or other documents is changed.
75. The **Tenant** may withdraw consent to the electronic service of notices or other documents by giving written notice to the **Landlord** or **KR Peters Real Estate** but such notice shall only become effective on receipt by the **Landlord** or **KR Peters Real Estate**.
76. If the **Premises** are let fully furnished or semi-furnished the **Tenant** acknowledges that any furniture, fittings and chattels included in the **Premises** are listed in an attachment to this **Agreement** or in the Condition Report and the **Tenant** further acknowledges that all such items are in good condition as at the date of this **Agreement** unless specifically noted to the contrary.
77. The **Tenant** agrees to care for and maintain any items of furniture, fittings and chattels leased with the **Premises** during the tenancy and deliver them to the **Landlord** at the end of the tenancy in the same condition as at the **Commencement Date** (fair wear and tear excepted). The **Tenant** must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the **Premises**.
78. At the end of the tenancy, the **Tenant** must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the **Premises** which have been damaged destroyed or rendered inoperable/useful during the term of this **Agreement** (fair wear and tear excepted).
79. The **Tenant** acknowledges that the **Tenant** may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the **Premises** if the **Tenant** has failed to comply with

any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the **Premises**.

SPECIAL CONDITIONS

80. Tenant Garden Clause

The **Landlord** and the **Tenant(s)** Rhys Butler, Adam Butler, Matthew Griffin, Just Demestichas, for the premises 10 Muffet Way, Officer VIC 3809 agree that the garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The tenant's hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip.

This Includes:

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves.
- Adequate watering of all plants and grass areas

If in the opinion of the **Landlord** or **Agent**, the gardens are not maintained to a good standard, the **Landlord/Agent** may provide fourteen (14) days written notice to the **Tenants** to rectify the breach.

Failure to rectify the breach may result in the **Landlord/Agent** engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the tenants.

Tenant Acknowledgement

- 1 Rhys Butler viewed and acknowledged at Tue 20/10/2020 10:21 from device iOS 13 5 1 iPhone Mobile Safari 13 1 1
- 2 Adam Butler viewed and acknowledged at Tue 20/10/2020 11:29 from device iOS 13 6 1 iPhone Mobile Safari 13 1 2
- 3 Matthew Griffin viewed and acknowledged at Tue 20/10/2020 12:32 from device iOS 13 7 iPhone Mobile Safari 13 1 2
- 4 Just Demestichas viewed and acknowledged at Tue 20/10/2020 12:50 from device iOS 13 7 iPhone Mobile Safari 13 1 2

81. Balcony and Decking Area Clause

The **Landlord** and the **Tenant(s)** Rhys Butler, Adam Butler, Matthew Griffin, Just Demestichas, for the premises 10 Muffet Way, Officer VIC 3809 agree that the balcony and decking areas forming part of the rented premises shall be preserved in a clean and tidy manner at all times.

If in the opinion of the Landlord or Agent, the balcony / deck is not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

The tenants must immediately notify the Landlord where there is a problem with the deck or balcony including:

- Loose handrails and balustrades that should be solid and fixed;
- Pooling of water on the deck or balcony surface;
- Loose, weak or broken decking boards;
- Movement in the main supporting beams and framework; and
- Any other problem that would reasonably be considered a safety hazard.

The tenants may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.

The tenants may not permit an excess number of people and objects on a deck or balcony. Large loads placed on a deck or balcony may exceed the load that the deck or balcony was designed to hold.

Tenant Acknowledgement

1. Rhys Butler viewed and acknowledged at Tue 20/10/2020 10:21 from device iOS 13 5 1 iPhone Mobile Safari 13 1 1
2. Adam Butler viewed and acknowledged at Tue 20/10/2020 11:29 from device iOS 13 6 1 iPhone Mobile Safari 13 1 2
3. Matthew Griffin viewed and acknowledged at Tue 20/10/2020 12:32 from device iOS 13 7 iPhone Mobile Safari 13 1 2
4. Just Demestichas viewed and acknowledged at Tue 20/10/2020 12:50 from device iOS 13 7 iPhone Mobile Safari 13 1 2

82. Electronic Communications Delivery Policy

This policy describes how KR Peters Real Estate delivers communications to you electronically in accordance to the Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999.

The Tenant/s Rhys Butler, Adam Butler, Matthew Griffin, Just Demestichas of 10 Muffet Way, Officer VIC 3809 agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these Communications to you by emailing them to you at the primary email address or mobile number listed in your tenancy application, or any alternate email address that you have provide to our office in writing.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that KR Peters Real Estate can communicate with you electronically. You may choose to provide an alternate email address or contact number to our office. You understand and agree that if KR Peters Real Estate sends you an Electronic Communication but you do not receive it because your primary email address or contact number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, KR Peters Real Estate will be deemed to have provided the Communication to you.

Tenant Acknowledgement

1. Rhys Butler viewed and acknowledged at Tue 20/10/2020 10:21 from device iOS 13 5 1 iPhone Mobile Safari 13 1 1
2. Adam Butler viewed and acknowledged at Tue 20/10/2020 11:29 from device iOS 13 6 1 iPhone Mobile Safari 13 1 2
3. Matthew Griffin viewed and acknowledged at Tue 20/10/2020 12:32 from device iOS 13 7 iPhone Mobile Safari 13 1 2
4. Just Demestichas viewed and acknowledged at Tue 20/10/2020 12:50 from device iOS 13 7 iPhone Mobile Safari 13 1 2

83. Urgent and Non-Urgant Repairs Information

This information describes Urgent and No- Urgent Repairs in accordance to Residential Tenancies Act 1997.

The Tenant/s Rhys Butler, Adam Butler, Matthew Griffin, Just Demestichas agree and understand the following-

Urgent Repairs:

In accordance to Residential Tenancies Act 1997 - Section 66 3(b) - Landlord must give certain information:

- KR Peters Real Estate is able to authorize urgent repairs on the landlord/s behalf
- The maximum amount for repairs which the agent can authorise is: \$1800 in accordance to Residential Tenancies Act 1997 and authority.
- KR Peters Real Estate telephone number for urgent repairs is: During business hrs and after hrs is 03 5943 1111 or 0438 009 779

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy

An Urgent Repair is considered as the following-

- A bust water service or a serious water service leak
- A blocked or broken toilet
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding
- Serious storm, fire or impact damage
- A failure or breakdown of the gas, electrical or water supply
- A failure or breakdown of an essential service or hot water, cooking or heating appliance
- A fault or damage that makes the property unsafe or unsecure
- A fault or damage likely to injure a person or damage the property
- A serious fault in staircase, lift or other common area

Emergency Assistance Contact Details:

- Victorian State Emergency Service SES 132 500 - for flood, storm, tsunami and earthquake emergencies
- Police, Fire and Ambulance- 000

Non Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted via

- Our website at www.krpeters.com
- Email to propertymanagement@krpeters.com.au
- Via Maintenance request Form available in reception

Tenant Acknowledgement

- 1 Rhys Butler viewed and acknowledged at Tue 20/10/2020 10 21 from device iOS 13 5 1 iPhone Mobile Safari 13 1 1
- 2 Adam Butler viewed and acknowledged at Tue 20/10/2020 11 29 from device iOS 13 6 1 iPhone Mobile Safari 13 1 2
- 3 Matthew Griffin viewed and acknowledged at Tue 20/10/2020 12 32 from device iOS 13 7 iPhone Mobile Safari 13 1 2
- 4 Just Demestichas viewed and acknowledged at Tue 20/10/2020 12 50 from device iOS 13 7 iPhone Mobile Safari 13 1 2

Privacy Collection Notice

As professional property managers KR Peters Real Estate collects personal information about you. To ascertain what personal information we have about you, you can contact us on:

Primary Purpose

As professional property managers, KR Peters Real Estate collect your personal information to assess the risk in providing you with the lease / tenancy of the Premises you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the Premises.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The Landlord
- The Landlord's lawyers
- The Landlord's mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the Premises
- Third party organisations required to provide KR Peters Real Estate services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, Landlords and Valuers

Secondary Purpose

KR Peters Real Estate also collect your personal information to:

- Enable us, or the Landlord's lawyers, to prepare the lease / tenancy documents for the Premises.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the Premises.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, KR Peters Real Estate cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the Premises. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The KR Peters Real Estate privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The KR Peters Real Estate privacy policy can be viewed without charge on the KR Peters Real Estate website: www.ipropertyexpress.com or contact your local KR Peters Real Estate office and we will send or email you a free copy.

Disclaimer

KR Peters Real Estate its directors partners employees and related entities responsible for preparing this Agreement believe that the information contained in this Agreement is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the Landlord and

the Tenant should rely on their own enquiries as to the accuracy of any information or material incorporated in this Agreement. The law is subject to change without notice and terms and conditions in this Agreement may be amended as a result. KR Peters Real Estate disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this Agreement or any information incorporated in it.

Tenant Signature(s)

Tenant 1: Rhys Butler



Signed at Tue, 20/10/2020 10:24 , from device: iOS 13.5.1 iPhone Mobile Safari 13.1.1

Tenant 2: Adam Butler



Signed at Tue, 20/10/2020 11:32 , from device: iOS 13.6.1 iPhone Mobile Safari 13.1.2

Tenant 3: Matthew Griffin



Signed at Tue, 20/10/2020 12:33 , from device: iOS 13.7 iPhone Mobile Safari 13.1.2

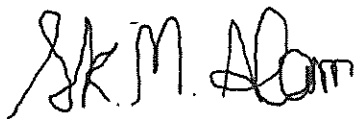
Tenant 4: Just Demestichas



Signed at Tue, 20/10/2020 12:51 , from device: iOS 13.7 iPhone Mobile Safari 13.1.2

Landlord Signature(s)

Landlord 1: Mahbub Sheikh



Signed at Tue, 20/10/2020 13:48 , from device: Windows 10 Other Edge 86.0.622

Landlord 2: Farhana Syeda



Signed at Tue, 20/10/2020 13:50 , from device: Windows 10 Other Edge 86.0.622

AUDIT TRAIL

Rhys Butler (Tenant)

- Tue, 20/10/2020 10:11 - Rhys Butler clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 120.147.146.105)
- Tue, 20/10/2020 10:24 - Rhys Butler signed the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 120.147.146.105)
- Tue, 20/10/2020 11:26 - Rhys Butler clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 120.147.146.105)
- Tue, 20/10/2020 11:27 - Rhys Butler submitted the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 120.147.146.105)

Adam Butler (Tenant)

- Tue, 20/10/2020 11:28 - Adam Butler clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.6.1 iPhone Mobile Safari 13.1.2, IP: 120.147.146.105)
- Tue, 20/10/2020 11:32 - Adam Butler signed the Residential Tenancy Agreement (iOS 13.6.1 iPhone Mobile Safari 13.1.2, IP: 120.147.146.105)
- Tue, 20/10/2020 11:32 - Adam Butler submitted the Residential Tenancy Agreement (iOS 13.6.1 iPhone Mobile Safari 13.1.2, IP: 120.147.146.105)

Matthew Griffin (Tenant)

- Tue, 20/10/2020 12:31 - Matthew Griffin clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 1.143.58.18)
- Tue, 20/10/2020 12:33 - Matthew Griffin signed the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 1.143.58.18)
- Tue, 20/10/2020 12:33 - Matthew Griffin submitted the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 1.143.58.18)

Just Demestichas (Tenant)

- Tue, 20/10/2020 12:42 - Just Demestichas clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 120.21.65.43)
- Tue, 20/10/2020 12:51 - Just Demestichas signed the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 120.21.65.43)
- Tue, 20/10/2020 12:51 - Just Demestichas submitted the Residential Tenancy Agreement (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 120.21.65.43)

Mahbub Sheikh (Landlord)

- Tue, 20/10/2020 13:46 - Mahbub Sheikh clicked 'start' button to view the Residential Tenancy Agreement
- Tue, 20/10/2020 13:48 - Mahbub Sheikh signed the Residential Tenancy Agreement
- Tue, 20/10/2020 13:48 - Mahbub Sheikh submitted the Residential Tenancy Agreement

Farhana Syeda (Landlord) - Delegated to Mahbub Sheikh

- Tue, 20/10/2020 13:49 - 'Proceed' button is clicked on landing page to pass control to Farhana Syeda
- Tue, 20/10/2020 13:49 - Farhana Syeda clicked 'start' button to view the Residential Tenancy Agreement
- Tue, 20/10/2020 13:50 - Farhana Syeda signed the Residential Tenancy Agreement
- Tue, 20/10/2020 13:50 - Farhana Syeda submitted the Residential Tenancy Agreement

AGREEMENT END

MAHBUB ALAM SHEIKH & FARHANA HUQ SYEDA
10 MUFFET WAY
OFFICER VIC 3809

Account number: **31546764**
Date due: **05 July 2021**

Last bill	Payments received	Balance	Current charges	Total due
\$144.60	– \$144.60cr	= \$0.00	+\$144.60	\$144.60

Your account breakdown

Issue date	16 June 2021
Property	10 Muffet Way OFFICER VIC 3809
Property reference	62M//00079/00007
Last bill	\$144.60
Payment received	\$144.60cr
Balance brought forward	\$0.00
Our charges (no GST)	\$118.55
Other authorities' charges (no GST)	\$26.08
Total due	\$144.60

Your snapshot

Average daily cost **\$1.30**

Payment options



Direct Debit

Set up payments to: mysoutheastwater.com.au



EFT (Electronic Funds Transfer)

BSE 033-874 Account number: 31546764
Account name: South EastWater Corporation



BPAY® (Up to \$20,000)

Billers code: 24208 Ref: 100315467600000



Postbillpay

Billpay code: 0500 Ref: 100315467600000
Call 131 851 Visit: postbillpay.com.au
Or visit an Australia Post store



Credit Card

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



Centrepay

Average regular deductions from your Centrelink payments.
Visit humanservices.gov.au/centrepay RN 555 050 397

Property ref: 62M//00079/00007
10 MUFFET WAY
OFFICER VIC 3809



*361100315467600000

Total due: **\$144.60**
Account number: **31546764**
Date paid:
Receipt number:

+00000031546764> +009124+ <0000000000> <0000014460> +444+

Our charges

Service charges	For period 01/04/21 to 30/06/21	
Water service charge		\$25.53
Sewerage service charge		\$93.02
Total service charges		\$118.55
Our charges		\$118.55
Other authorities' charges		
Waterways and Drainage charge 01/04/21 to 30/06/21		\$26.08
Total other authorities		\$26.08
Total current charges		\$144.60

Our charges explained

For a copy of our Water and Sewerage Charges and Water and Sewerage Rates and Charges, please visit southeastwater.com.au/residentialprices

Other authorities' charges

Waterways and drainage charge

For a copy of the Waterways and Drainage Charges and Rates, please visit melbournewater.com.au For the period 01/04/21 to 30/06/21

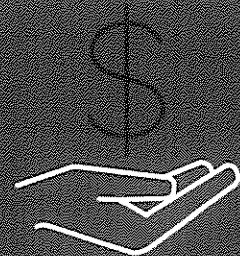
Additional information

Payment assistance

For more information about our payment assistance services, please visit southeastwater.com.au/paymentsupport

If you need support
with your bill,
we're here to help.

Visit s.sew.com.au/support



South East Water Corporation
ABN 88 066 902 547
701 Wells Street, Frankston VIC 3199
171 Box 2208, Seaford VIC 3198 Australia

Valuation, rates and charges notice

For period 1 July 2019 to 30 June 2020



ABN 32 210 906 807

Sheikh, M A & Syeda, F H
9 Redman St
ISLINGTON NSW 2296



017

Description and location of property:

10 Muffet Way
Officer 3809
L1229 PS746835 V11995 F293

Instalment 1	\$550.07
Due date	30/09/2019
Date of issue	13/08/2019
Property number	5000025550

How your 2019–20 rates were calculated

Capital Improved Value (CIV)		\$695,000
x rate in dollar	x	\$0.002945
= Council charges	=	\$2,046.78
+ Fire Services Property Levy	+	\$156.87
+ waste charges		
- or + credit or arrears	-	\$0.93
- Pensioner Concession		
= Annual total		\$2,202.72

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

Instalment 2 Due 2 December 2019	\$551.00
Instalment 3 Due 2 March 2020	\$551.00
Instalment 4 Due 1 June 2020	\$550.65
Annual total If you prefer, you can pay this amount by 30 September 2019.	\$2,202.72

Payment options



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



Billcode: 858944
Ref: 50000255500

BPAY this payment via internet or phone banking
BPAY View - view and pay this bill via internet banking
BPAY View registration number: 50000255500



Post Billpay

Billpay Code: 0860
Ref: 5000 0255 5000 000

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



Set up regular Centrepay deductions from your Centrelink payments at www.humanservices.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 1DDC318A3I



Instalment *860 500002555000000

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, 2019	\$695,000	
Site Value (SV)	\$340,000	
Net Annual Value (NAV)	\$34,750	
Australian Valuation Property Classification Code (AVPCC)		
110 : Single Residential Accommodation - Detached Dwelling		
Land Use Classification Residential		
Fire Services Property Levy (a Victorian Government charge)	695000 x \$0.000066 + \$111.00	\$156.87
Credit Urban Rate	695000 x \$0.002945	\$0.93- \$2,046.78

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 2019.

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. The concession doesn't apply to Health Care Card holders.

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 Human Services website (DHHS). Please complete the application form on the DHHS website and post or email it 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.

(04/10/2016)

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.

