

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 **22 TITAN LODGE WALK, PAKENHAM VIC 3810**

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.

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/...../2025

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/...../2025

Print name(s) of person(s) signing: **LINDA JANE SEARBY**

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.

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:	Harcourts Narre Warren			
Address:	Level 1, Suite 3, 77 Victor Crescent, Narre Warren VIC 3805			
Email:	Shoheli.Sunjida@harcourts.com.au			
Tel:	8743 2506	Mob: 0450233672	Fax:	Ref: Shoheli Sunjida

Vendor

Name:	Linda Jane Searby
Address:	22 Titan Lodge Walk, Pakenham VIC 3810
ABN/ACN:	
Email:	lindajmarx@hotmail.com

Vendor's legal practitioner or conveyancer

Name:	Noble Conveyancing Services Pty Ltd		
Address:	VIC Australia		
Email:	office@noblecon.com.au		
Tel:	0425728231	Stacey Jones	Ref: SJ:SMJ:25/4341

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	12046	Folio	990	1330	PS 749783

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 as inspected

Property address

The address of the land is: 22 Titan Lodge Walk, Pakenham VIC 3810

Goods sold with the land all fixtures and fittings as inspected or (list or attach schedule if applicable.)

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

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

Building report

☐ Special condition 17 applies only if the box is checked

Pest report

☐ Special condition 18 applies only if the box is checked

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.*
-

1. WHOLE AGREEMENT

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. REPRESENTATION AND WARRANTY AS TO BUILDING

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. DIRECTOR'S GUARANTEE AND WARRANTY

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. FOREIGN ACQUISITION

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

6.4 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.

6.5 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 special condition; and
- (b) ensure that the representative does so.

6.6 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 special 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 special 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. 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:

6.7 The representative is taken to have complied with the obligations in special condition 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.

6.8 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.

6.9 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 of *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.

6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. ELECTRONIC CONVEYANCING

Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* via the PEXA platform.

7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

7.3 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*
- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*

7.4 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.

7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

7.6 Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instruction 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 lodgement.

7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

7.8 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.

7.9 The vendor must:

- (a) before settlement 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
- (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

7.10 Notwithstanding the above this transaction will only be completed in the PEXA electronic conveyancing platform until such time that interoperability with other electronic platforms are available or mandated by the *Electronic Conveyancing National Law*.

8. GST WITHHOLDING

8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

8.3 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.

8.4 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 special condition; and
- (b) ensure that the representative does so.

8.5 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 special 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 special 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.

8.6 The representative is taken to have complied with the requirements of special condition 8.5 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.

8.7 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 special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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 special condition 8.10; 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.

8.12 This special condition will not merge on settlement.

9. 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 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.6 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.7 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.8 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.
- 11.9 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.

10. 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.

11. 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.

12. ADJUSTMENTS

General condition 15.3 is added:

- 15.3.1 All outgoings rated, levied, assessed or charged on the property shall be apportioned between the Vendor and the Purchaser as at the date of settlement on the basis that the Vendor has paid each of them for the rating year in which the settlement takes place irrespective of whether they have actually been paid.
- 15.3.2 The purchaser must provide statement of adjustments to the vendors representative together with copies of all certificates and other information used to calculate the adjustments under general condition 15 within 5 days of the settlement date.
- 15.3.3 For the purposes of general condition 15, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- 15.3.4 General condition 15 does not apply to any amounts to which section 10G or 10 H of the Sale of Land Act 1962 applies.

13 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.

14 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.

15 DEPOSIT BOND

- 15.1 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;
- 15.2 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.
- 15.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.4 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.
- 15.5 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 15.4 to the extent of the payment.
- 15.6 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 15.5.
- 15.7 This special condition is subject to general condition 11.2.

16 BANK GUARANTEE

- 16.1 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)*.
- 16.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.3 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.

- 16.4 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 16.3.
- 16.5 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 16.3 to the extent of the payment.
- 16.6 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 16.5.
- 16.7 This special condition is subject to general condition 11.2.

☐ **17 BUILDING REPORT**

- 17.1 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 structural defect on the land and designates it as a major structural defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 17.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 17.3 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.
- 17.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **18 PEST REPORT**

- 18.1 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.
- 18.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 18.3 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.
- 18.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

19. LOAN APPROVAL

General condition 14© is replaced with the following:

14.(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 provide written Decline Notice from the Lender/Financial Institution to the vendor's representative. A letter from any Broker will not be accepted.

20. DEFAULT INTEREST

Should the Purchaser default in payment of any money due under the Contract, then interest at the rate of 4% higher prescribed by Section 2 of the *Penalty Interest Rate Act* shall be paid on demand by the Purchaser to the Vendor upon the money so overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

21. IN CASE OF DEFAULT OR BREACH

The vendor gives notice to the Purchaser that, in the event, the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser (Contract) for payment of the residue as defined in the Contract (Due Date), the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract.

- (a) All costs associated and obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from Due Date;
- © Accommodation & storage expenses necessarily incurred by the Vendor;
- (d) Removalist expenses necessarily incurred by the Vendor;
- (e) Costs and expenses to the sum of \$550.00 incurred by the vendor to their conveyancer as a result of the breach;
- (f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors purchase;
- (g) A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter set at \$110.00 on each occasion change.

This clause is a fundamental condition of any Contract of Sale for the sale of land described herein.

22. NOMINATION

General condition 18 is amended by adding additional sentence as follows:-

“any nomination must be made at least 21 days before the settlement date. If the purchaser wishes to nominate it must deliver to the Vendor’s legal representative or conveyancer:-

- (a) a nomination form dated and signed by the contracted purchaser and the nominated co-purchaser, substitute purchaser or alternate purchaser;
- (b) a payment by the nominee to the Vendor’s legal representative or conveyancer for \$330.00 inclusive of GST in respect of the legal costs payable by the nominee under the nomination”
- © Any nomination received from the purchaser/s within of the period of 21 days before the settlement date will be considered by the vendor and if approved will incur a fee of \$550.00.

23. GENERAL STATE & CONDITION AND UTILITIES

23.1 Prior to signing this Contract the Purchaser has inspected and established the state and condition of the property, including fixtures and fittings, gardens and landscaping, and accepts the same in the state and condition as inspected on the day of sale and shall make no claim or requisition or objection in connection with the variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the date of sale and the settlement date and shall not delay settlement on account thereof;

23.2. Pending settlement, the vendor may disconnect any utilities, that may have been connected to and/or servicing the property on the day of sale. The purchaser shall be wholly responsible for the cos of reconnection of any service to the property and no claim shall be made against the Vendor.

24. SOLAR PANEL (IF APPLICABLE)

24.1. The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

24.1.1. Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

24.1.2. The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

24.1.3. The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

25. CHRISTMAS AND NEW YEARS HOLIDAY PERIOD

25.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 21 January of the following calendar year.

25.2 Neither party may issue a Default Notice on the other party between 20 December and 21 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 25.1.

25.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 25.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 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.

2.3 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.

2.4 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 a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.5 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**.

2.6 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgement Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

8.1 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.

8.2 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 8.4, 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.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must

-
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
- (b) Keep the date of birth of the vendor secure and confidential.

8.4 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.

8.5 Subject to general condition 8.6, 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.

8.6 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 8.5 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.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(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.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(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.

8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably

requires to be released, at least 21 days before the due date for settlement.

8.12 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 8.11.

8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) up to \$1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 S27 of the **Sale of Land Act 1962 ("the Act")** 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.

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

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 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 a going concern and the supply 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) express post is taken to have been served on the next business day after posting, unless proven otherwise;
- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.

17.2 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 authorized for service on or by a legal practitioner.
- (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.

GST WITHHOLDING NOTICE TO PURCHASER

Property: 22 TITAN LODGE WALK, PAKENHAM VIC 3810

Vendor: Linda Jane Searby

The above property is either an existing residential premises or existing commercial premises and therefore the purchaser is not required to withhold GST.

GUARANTEE and INDEMNITY

I/We, of
And of
being the **Sole Director / Directors** of ACN
.....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals
this day of 20.....

SIGNED by the said)

Print Name.....)

in the presence of:)
Director (Sign)

Witness.....

SIGNED by the said)

Print Name.....)

in the presence of:)
Director (Sign)

Witness.....)

DATED

2025

LINDA JANE SEARBY

to

CONTRACT OF SALE OF REAL ESTATE

Property: 22 Titan Lodge Walk, Pakenham VIC

Noble Conveyancing Services Pty Ltd

VIC AUSTRALIA

Tel: 0425728231

Email: office@noblecon.com.au

Ref: SJ:SMJ:25/4341

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	22 TITAN LODGE WALK, PAKENHAM VIC 3810
------	--

Vendor's name	Linda Jane Searby	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		
Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		

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: \$3,000.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

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

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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):

☒ Is in the attached copies of title document/s

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☒ The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Cardinia Planning Scheme |
| (b) Name of responsible authority | Cardinia Shire Council |
| (c) Zoning of the land | CDZ - Comprehensive Development Zone |
| (d) Name of planning overlay | Land Subject to Inundation Overlay & DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 |

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:

NIL

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:

NIL

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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

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 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the '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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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 1000m²; (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)

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.

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

Page 1 of 1

VOLUME 12046 FOLIO 990

Security no : 124123678190N
Produced 14/04/2025 02:30 PM

LAND DESCRIPTION

Lot 1330 on Plan of Subdivision 749783L.
PARENT TITLE Volume 12046 Folio 955
Created by instrument PS749783L 09/01/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LINDA JANE SEARBY of UNIT 2 30 RICKARDS AVENUE KNOXFIELD VIC 3180
AU312754L 06/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU312755J 06/05/2021
FIRST MORTGAGE COMPANY HOME LOANS PTY LTD

COVENANT PS749783L 09/01/2019

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
AL630477P 19/01/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AQ360919S 18/10/2017

DIAGRAM LOCATION

SEE PS749783L 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: 22 TITAN LODGE WALK PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 20637K LIVE LAWYER PTY LTD
Effective from 06/05/2021

DOCUMENT END

Imaged Document Cover Sheet


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Document Identification	PS749783L
Number of Pages (excluding this cover sheet)	7
Document Assembled	14/04/2025 14:30

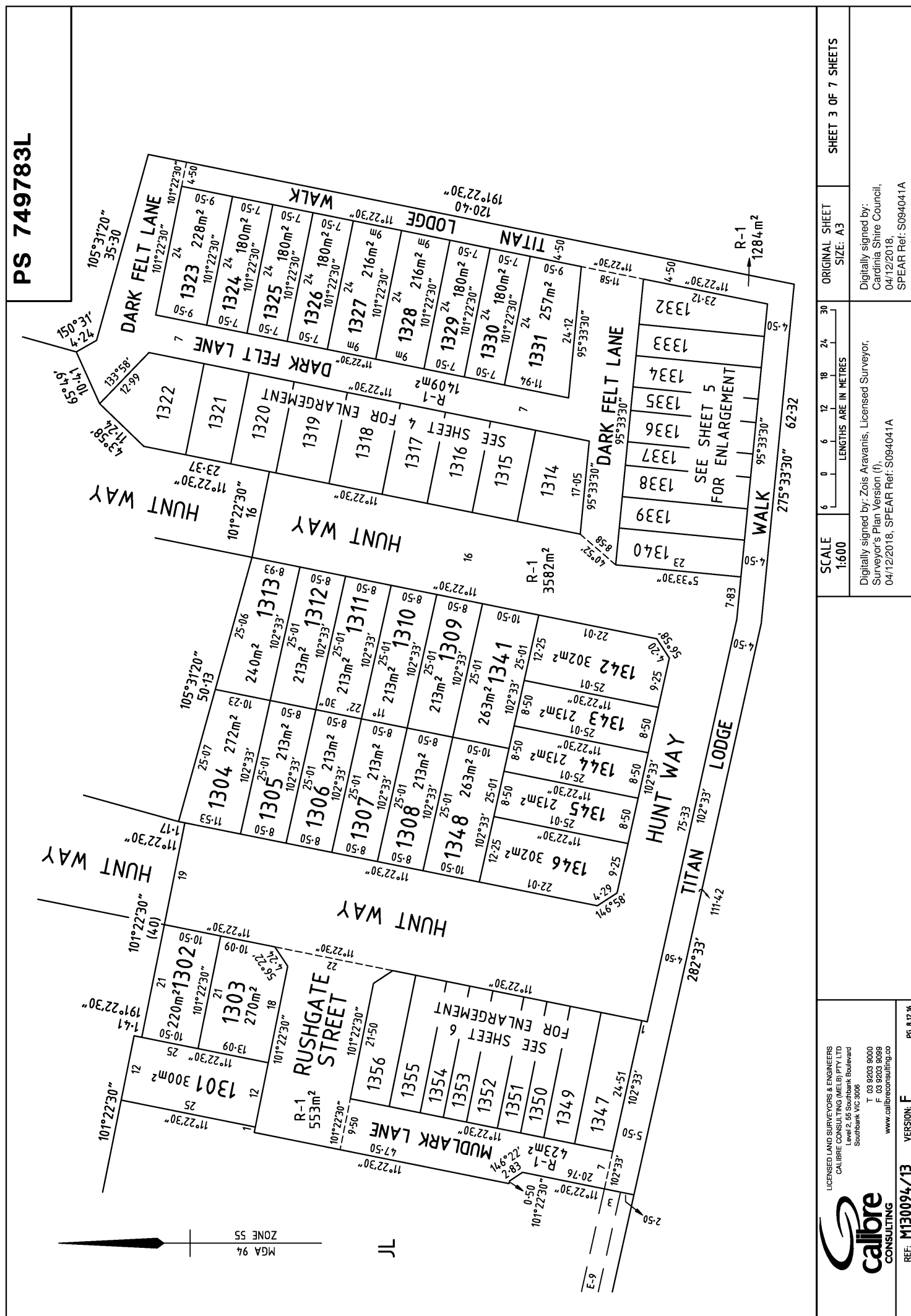
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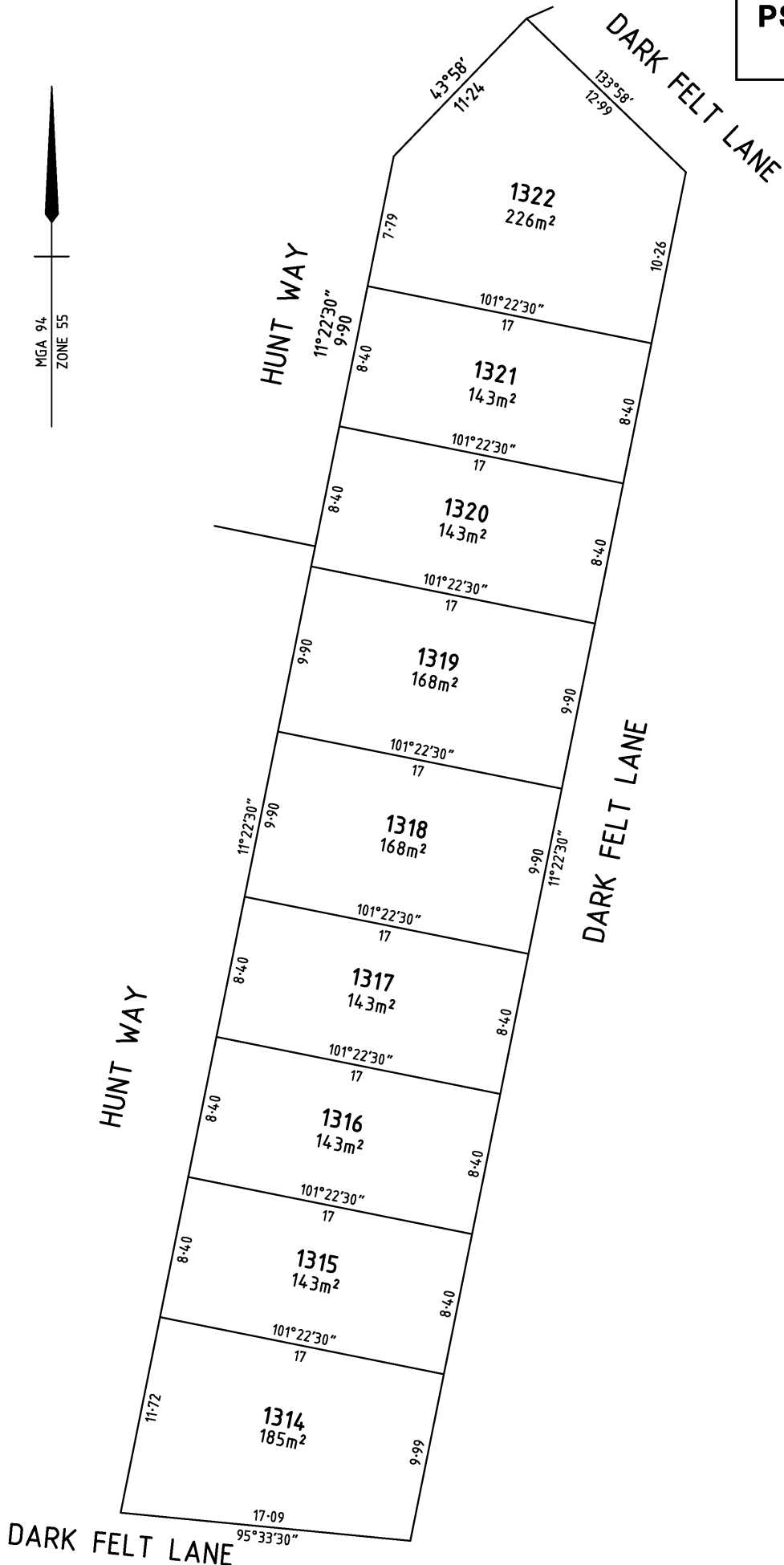
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PLAN OF SUBDIVISION				EDITION 1		PS 749783L	
LOCATION OF LAND PARISH: NAR NAR GOON TOWNSHIP: SECTION: CROWN ALLOTMENT: 42 PART TITLE REFERENCE: VOL. FOL. LAST PLAN REFERENCE: PS 749782N LOT JK POSTAL ADDRESS: 61 RACECOURSE ROAD (AT TIME OF SUBDIVISION) PAKENHAM 3810 MGA94 CO-ORDINATES: E 367 540 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 784 260 GDA 94				Council Name: Cardinia Shire Council Council Reference Number: S16/230 Planning Permit Reference: T160466-1 SPEAR Reference Number: S094041A Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 01/11/2017 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 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: Penny Carney for Cardinia Shire Council on 04/12/2018			
VESTING OF ROADS AND OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		A RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN ---- SEE SHEET 7. OTHER PURPOSES OF PLAN: 1. PART OF THE DRAINAGE EASEMENT SHOWN AS E-3 ON PS 723785C AFFECTING ROAD R-1 ON THIS PLAN IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 2. PART OF THE SEWERAGE EASEMENT SHOWN AS E-9 ON PS 741830X AFFECTING ROAD R-1 ON THIS PLAN IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. GROUND'S FOR EASEMENT REMOVAL: BY CONSENT OF THE RELEVANT AUTHORITIES VIDE SECTION 6(1)(k)(iii) OF THE SUBDIVISION ACT 1988.			
ROADS R-1		CARDINIA SHIRE COUNCIL					
NOTATIONS							
DEPTH LIMITATION: DOES NOT APPLY STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY IN BP2825C THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 54,67,68 & 96 IN PROCLAIMED SURVEY AREA No. 71							
EASEMENT INFORMATION							
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)							
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF			
E-1	PARTYWALL	0.16	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN			
E-8	DRAINAGE	SEE DIAG.	PS 723784E	CARDINIA SHIRE COUNCIL			
E-9	SEWERAGE	SEE DIAG.	PS 741830X	SOUTH EAST WATER CORPORATION			
E-10	WATER SUPPLY	SEE DIAG.	PS 741830X	SOUTH EAST WATER CORPORATION			
 LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3006 T 03 9203 9000 F 03 9203 9099 www.calibreconsulting.co			ASCOT Stage 13	DEVELOPMENT AREA: 1.77ha	NO.OF LOTS: 56 + 3L	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7 SHEETS
REF: M130094/13 VERSION: F PG 28.3/17			Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (f), 04/12/2018, SPEAR Ref: S094041A			PLAN REGISTERED TIME: 3:18 PM DATE: 9/1/19 LJW Assistant Registrar of Titles	

PS 749783L



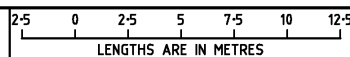
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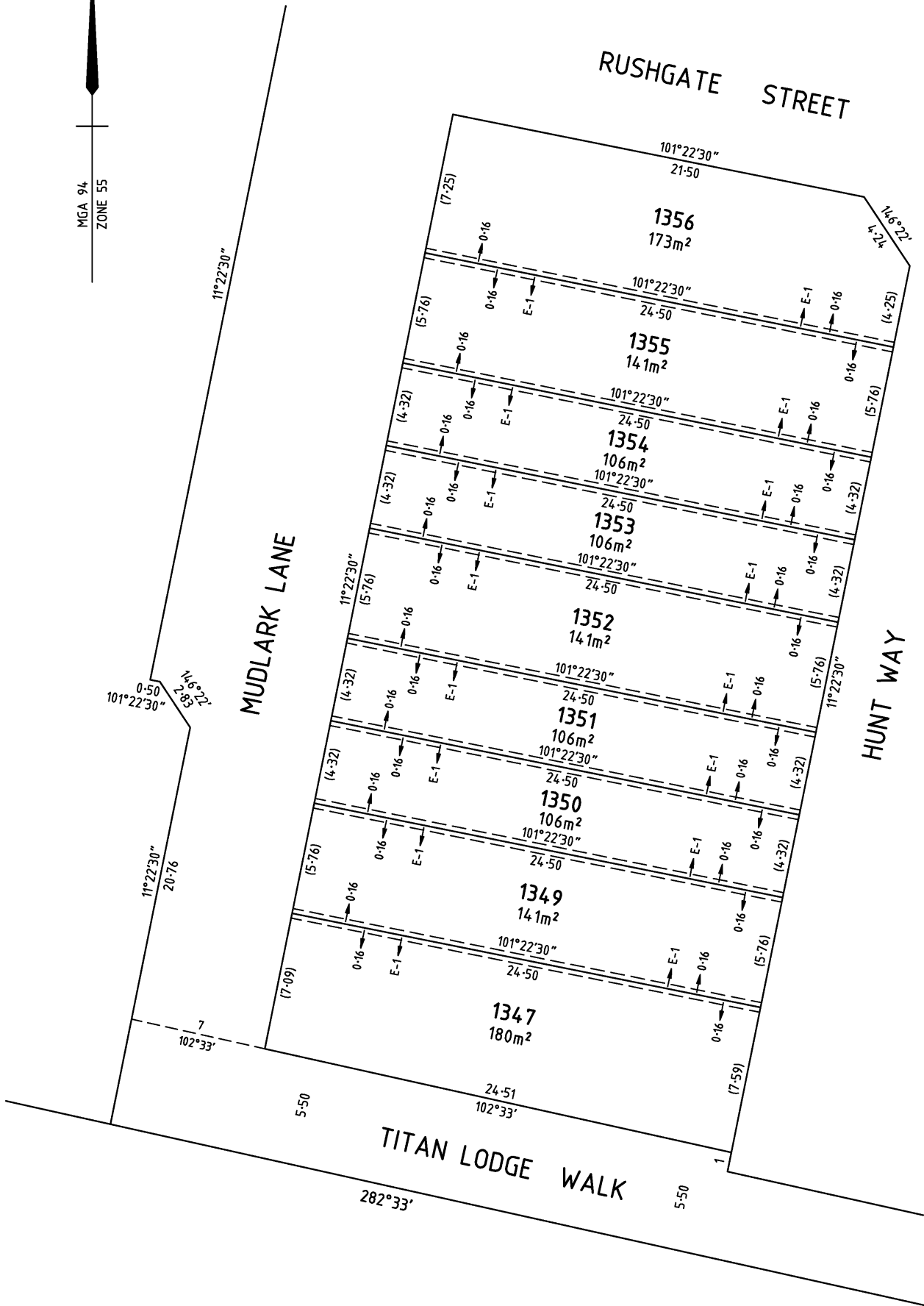
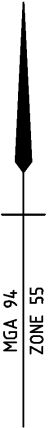
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PS 749783L

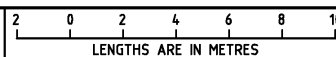
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Cardinia Shire Council,
04/12/2018,
SPEAR Ref: S094041A

REF: M130094/13

VERSION: F

PG 28.3.17

PS 749783L

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 1301 TO 1356 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 1301 TO 1356 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE SITING AND DESIGN PROVISIONS CONTAINED WITHIN ASCOT DESIGN AND SITING GUIDELINES ENDORSED UNDER CARDINIA SHIRE COUNCIL PERMIT NO. T160466 OR AS OTHERWISE APPROVED BY COUNCIL.

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT AFTER A PERIOD OF 12 MONTHS AFTER THE CERTIFICATE OF OCCUPANCY HAS ISSUED.

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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

AL630477P

19/01/2015

\$136.50

173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: NFH:JQB:6007427
Customer Code: 1167E

The Responsible 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.

Land: Certificates of Title Volume 10244 Folio 195, Volume 9897 Folio 958, Volume 10115 Folio 011, Volume 11220 Folio 605, Volume 9716 Folio 727, Volume 9716 Folio 728 and Volume 10243 Folio 375'

AL630477P

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria 3809

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

A copy of the Agreement is attached to this Application

Date: 15 JANUARY 2015

Signature for Responsible Authority:

Name of officer:

PHILIP WALTON, GENERAL MANAGER
PLANNING & DEVELOPMENT

Date 14 / 01 / 2015

AL630477P

19/01/2015	\$136.50	173
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Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 61 Racecourse Road, Pakenham

Cardinia Shire Council
and

ISPT DOF 2 (Pakenham) Pty Ltd
ACN 156 481 506

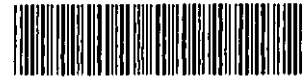
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AL630477P

111

19/01/2015 \$136.50 173



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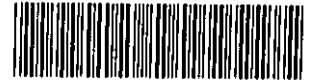
Maddocks

Agreement under Section 173 of the Planning and Environment Act 1987

Dated 14 / 01 / 2015

AL630477P

19/01/2015	\$136.50	173
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Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Officer, Victoria
Short name	Council

Name	ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506
Address	Level 11, 8 Exhibition Street, Melbourne, Victoria 3000
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes.
- D. The Development Contributions Plan applies to the Subject Land and adjacent areas.
- E. On certain terms and conditions, the Owner has asked Council for permission to:
 - E.1 carry out the Infrastructure Projects instead of making a total cash payment as a Development Contributions Levy; and
 - E.2 defer the transfer of the Open Space Land in some stages of subdivision in favour of over-contributing in other stages to a total contribution required under the Planning Scheme for the Subject Land.
- F. In circumstances where the amount of the Credit provided to the Owner exceeds the Owner's liability to pay the Development Contributions Levy for the Subject Land, Council will reimburse the Owner the amount of the Over Provision on the terms and conditions set out in this Agreement.

- G. The parties enter into this Agreement to:
- G.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;
- G.2 record the terms and conditions on which Open Space Land will be provided to Council; and
- G.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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 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 as approved by Council under clause 3.

Certificate of Practical Completion means a certificate in writing prepared by Council stating that an Infrastructure Project 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 by the home owner/builder at the time of Building Permit.

Construction Procedures means the procedures set out in Schedule 5.

Credit means a credit in the amount of the Agreed Project Value for the relevant Infrastructure Project against the amount of the Development Contribution 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.

Developer means the Owner under this Agreement.

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Works has the same meaning as in the Act.



The Owner covenants and agrees that, prior to the issue of a Statement of Compliance for each Stage of subdivision, the Owner will pay the Development Contributions Levy in accordance with the Development Contributions Plan subject to the Owner's entitlement to a Credit under this Agreement.

The Owner covenants and agrees that:

- 3.2.1 it will construct the Infrastructure Projects prior to the milestones identified in Schedule 6A for the Agreed Project Value; and
- 3.2.2 the Agreed Project Value will be paid as a Credit or reimbursement, as the case may be, 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.

The Owner covenants and agrees that:

- 3.3.1 it will, at its initial cost, prepare detailed design and engineering plans and specifications of the Infrastructure Projects (**Designs**) and submit the Designs to Council;
- 3.3.2 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;

- 3.3.3 it will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.3.4 prior to any contract being awarded for the Infrastructure Projects, it 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; and
 - (b) submit the proposed construction program to Council for approval.
- 3.3.5 in carrying out the works associated with an Infrastructure Project, it 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 are to be conducted;

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- 3.3.6 it will:
- (a) construct the 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 which contains an Infrastructure Project identified in the Public Infrastructure Plan described in Schedule 6A;
 - (d) comply with the Construction Procedures;
 - (e) pay to Council the Checking and Supervision Fee for the Infrastructure Project; and
- 3.3.7 each Infrastructure Project will be completed before the milestone described in Schedule 6A and if an 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.

3.4 Certificate of Practical Completion

The Owner covenants and agrees that:

- 3.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;
- 3.4.2 following the issue of the Certificate of Practical Completion for an 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 as the case may be;
 - (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;
 - (c) is responsible for the maintenance of the 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.

3.5 Public Open Space

The Parties agree that:

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- ### 3.6 Infrastructure Plan

4. Obligations of the Parties

4.1 Credit

The Parties agree that:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 after the expiry of the Maintenance Period and the Defects Liability Period, maintenance of the works and repair of any defects in respect of an Infrastructure Project, the Infrastructure Projects become the responsibility of Council; and
- 4.1.4 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 a Credit, the amount payable to the Owner must be first made and taken as a Credit at the time set out in Schedule 6A.

4.2 Reimbursement for Over Provision

The Parties agree that:

- 4.2.1 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 of this Agreement; and
- 4.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 4.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.

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The Parties acknowledge and agree that:

- ## 6. Further Obligations of the Owner

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

The Owner further covenants and agrees that:

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

The Owner further covenants and agrees that the Owner will immediately pay to Council, all of Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing;

6.4.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.



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12.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.

12.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

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

- 14.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.
- 14.2 Notwithstanding clause 14.1, the Owner may request in writing Council's consent to end the Agreement in respect of Specified Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 14.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 14.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.4 On the issue of a Statement of Compliance for a plan of subdivision for Specified 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.
- 14.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 14.1 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(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 14.6 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(2) of the Act to cancel the recording of this Agreement on the register.





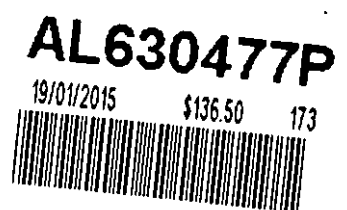
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Schedule 1

Subject Land

Address: 61 Racecourse Road, Pakenham

Certificate of Title Details: Volume 10244 Folio 195, Volume 9897 Folio 958, Volume 10115 Folio 011, Volume 11220 Folio 605, Volume 9716 Folio 727, Volume 9716 Folio 728 and Volume 10243 Folio 375





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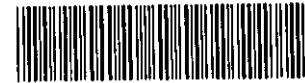
Schedule 2

Development Contributions Plan

The Development Contributions Plan is the **Pakenham Township Development Contributions Plan (September 1997)** as at the date of this Agreement being an Incorporated Document in the Planning Scheme.

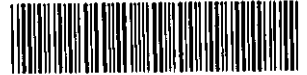
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Schedule 3

Planning Permit

Any planning permit as amended from time to time, authorising subdivision of the Subject Land or parts thereof, in accordance with plans endorsed by Council.



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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.

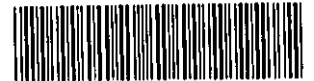
SCHEDULE 4B

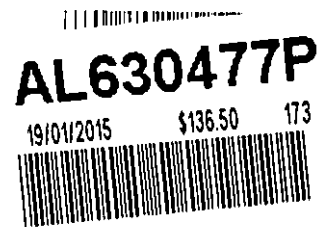
Defects Liability Period

- 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 the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the 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, the Owner must satisfy Council or if requested by a third party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans.

Quality of work

7. 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;
 - 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 (unless variation is agreed in writing with Council)	Agreed Project Value	Funding Source	Timing for Payment / Credit (unless variation is agreed in writing with the Council)
1	Construction of signalised intersection at Henry St/ Station St	Refer to cost sheets in Schedule 7 and 8	2015 or stage 4	\$209,176	Developer in lieu of contribution under Development Contributions Levy	Stage 4
2	Construction of "at grade crossing" of the Pakenham Creek to the north of stage 5	Refer to cost sheets in Schedule 7 and 8	2015 or stage 5	\$17,250	Developer in lieu of contribution under Development Contributions Levy	Stage 5
3	Landscaping of the creek embankment on the northside of the Pakenham Creek outside of the land on Council owned land known as LP216198M V.9932 F.456	Refer to cost sheets in Schedule 7 and 8	2015 or Stage 5	\$168,880	Developer in lieu of contribution under Development Contributions Levy	Stage 5
Total				\$395,306		



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SCHEDULE 6B

OPEN SPACE LAND

Open Space Land	Open Space Land Description	Area of encumbered Open Space Land	Area of unencumbered Open Space Land	Timing for transfer/vesting in Council
Wetland	Southern wetland – refer to Schedule 9	0.66Ha		Stage 3
Ascot Park	Central open space located on the north side of the Henry Street extension – refer to Schedule 9		0.9Ha	Stage 4
Creek Reserve	Land located on the southern side of the Pakenham Creek – refer to Schedule 9	0.63Ha	0.304Ha	Stage 5
Pocket park	Land located centrally within Stage 5 – refer to Schedule 9		0.006Ha	Stage 5
South eastern wetland	Wetland located in the south-east – refer to Schedule 9	0.84Ha	0.02Ha	Stage 6
Linear link	Land located at the southern end of the north-south extension of station street – refer to Schedule 9		0.07Ha	Stage 8
Linear link	Linear link through to Henry Street from Stage 9 – refer to Schedule 9		0.03Ha	Stage 9
Pocket park	Land located toward the south of Stage 10 adjacent to the wetland reserve – refer to Schedule 9		0.08Ha	Stage 10
Open space reserve	Passive open space reserve located adjacent to creek in the north – refer to Schedule 9		0.41Ha	Stage 12
Town square	Land to be located for urban park with off road north south bicycle connections – refer to Schedule 9		0.26Ha	Balance land's development
Total		2.13Ha	2.09Ha	4.22Ha

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Schedule 7 Schedule of costs

Project No. 1 - SIGNALISED INTERSECTION - Henry/Station Street Intersection					
Schedule of Rates and Prices					
Item	Description	Quantity	Unit	Rate	Amount (\$)
1	TRAFFIC SIGNALS				
1.1	Joint use mast arm (incl. lanterns and foundation)	2	No	20,000	40,000
1.2	Joint use pole (incl. lanterns and foundation)	2	No	12,500	25,000
1.3	Standard signal pedestal (incl. lanterns & foundation)	6	No	7,000	42,000
1.4	Push button audio tactile detectors	12	No	1,000	12,000
1.5	Detector loops	7	No	1,500	10,500
1.6	Detector pits	10	No	1,500	15,000
1.7	Conduit pits	10	No	200	2,000
1.8	Signal controller	1	No	15,000	15,000
1.9	Traffic signal conduit (incl. trenching)	20	Lm	20	400
1.10	Signal cable 29/33 core	20	Lm	60	1,200
2	PROFESSIONAL FEES				
2.1	Design	1	Item	15%	24,465
3	COUNCIL SUPERVISION FEE				
3.1	3.25% of cost of works	1	Item	3.25%	5,301
4	CONTINGENCY (Item 1)	1	Item	10%	16,310
TOTAL					\$209,176

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Project No. 3 - DDA COMPLIANT CROSSING					
Schedule of Rates and Prices					
Item	Description	Quantity	Unit	Rate	Amount (\$)
1	CONCRETE WORKS				
	Ramp				
1.1	Footpath 125mm thick 25MPa concrete with SL72 mesh founded on 50mm compacted thickness Class 3 F.C.R	185	m ²	50	9,250
1.2	Stair Access 25MPa concrete with SL72 mesh founded on 50mm compacted thickness Class 3 F.C.R	28	m ²	150	4,200
2	PROFESSIONAL FEES				
2.1	Design & Contract Administration	1	Item	15%	2,018
3	COUNCIL SUPERVISION FEE				
3.1	3.25% of cost of works	1	Item	3.25%	437
4	CONTINGENCY (Item 1)	1	Item	10%	1,345
TOTAL					\$17,250

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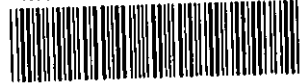
Project No. 4 - LANDSCAPING OF NORTH BANK OF PAKENHAM CREEK

Schedule of Rates and Prices

Item	Description	Quantity	Unit	Rate	Amount (\$)
1	LANDSCAPE WORKS				
	Preliminaries	1	Item	5000	5,000
	Minor Earthworks	1	Item	7500	7,500
	Ground preparation and Spraying	1	Item	1500	1,500
1.1	Ephemeral Planting (ephemeral zones) (10%)				
	Garden bed preparation to 200mm depth to site topsoil	870	m ²	2.15	1,871
	Supply and install of hiko cells (5/m2)	4350	Item	2.5	10,875
	Supply and install of jute mat to all areas	870	m ²	5	4,350
1.2	Terrestrial Planting (to batters > 1:6) (20%)				
	Garden bed preparation	2100	m ²	2.15	4,515
	Supply and install of imported topsoil to 200mm depth	2100	m ²	15	31,500
	Supply and install 75mm depth mulch	2100	m ²	3.2	6,720
	Supply and install of tubestock (4/m2)	8400	Item	2.5	21,000
1.3	Grass Seeding (70%)				
	Ground Preparation	6650	m ²	1	6,650
	Grass seed to all areas (assume site topsoil by civil)	6650	m ²	1.6	10,640
1.4	Trees				
	Tree planting 20cm stock, staked and guarded	100	Item	45	4,500
	Tree - 45L	20	Item	203	4,060
1.5	Other				
	Rock work along creek	1	Item	10000	10,000
	Soil testing	1	Item	1000	1,000
2	PROFESSIONAL FEES				
2.1	Design & Contract Administration	1	Item	15%	19,752
3	COUNCIL SUPERVISION FEE				
3.1	3.25% of cost of works	1	Item	3.25%	4,280
4	CONTINGENCY (Item 1)	1	Item	10%	13,168
TOTAL					\$168,880

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Project No.	Project Name	Works in lieu (of DCP payments)	Responsibility	Expected (Financial year for delivery)
1	Construction of signalised intersection at Henry St/Station St	Yes	Land Owner	2015
2	At grade DDA compliant crossing	Yes	Land Owner	2015
3	Construction of landscape works along the northern bank of the Pakenham Creek corridor	Yes	Land Owner	2015



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BROWN
Smart Consulting

BROWN CONSULTING (VIC) PTY LTD
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 Southbank VIC 3006
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 F 03 9203 9099
 www.brownconsulting.com.au

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Infrastructure Plan
 Ascot - Pakenham

Version Date: 16.10.14

M130094_PIP_EDWG

Version E

Ref: M130094



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ASCOT STAGING PLAN

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Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

Signed by and on behalf, and with the authority, of the **Cardinia Shire Council** by Phil Walton, General Manager Planning and Development, in the exercise of a power conferred by an Instrument of Delegation in the presence of:

Witness

Executed by ISPT DOF 2 (Pakenham) Pty
Ltd ACN 156 481 506 by its attorney DAVID McFARLANE

under Power of Attorney dated 2 September 2013 in the presence of:

Witness

ANNAMARIA MARTINIELLO.....
Print full name

Mortgagee's and Caveator's Consent

Westpac Banking Corporation as Mortgagee of registered mortgages No. AK113249W and AK148309L and as Caveator of registered caveat No. AK112365A consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

David O'Connor
Tier Three Attorney

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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**

AQ360919S

18/10/2017 \$94.60 173



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: MYM:LGC:7114383
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 Volume 11650 Folio 449 and more particularly:~~ *Volume 11891 Folio 014*
~~Lots 1201 - 1229 (inclusive) on the attached plan, and~~
~~Lots 1301 - 1356 (inclusive) on the attached plan, and~~
~~Lots 1401 - 1423 (inclusive) and 1425 - 1442 (inclusive) 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

Signature for the Authority:

Name of officer:

Debbie Tyson

Position Held:

Manager Development & Compliance

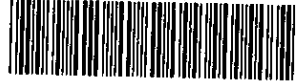
Date:

18/10/17

Services

AQ360919S

18/10/2017 \$94.60 173



Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 61 Racecourse Road, Pakenham

Cardinia Shire Council
and

ISPT DOF 2 (Pakenham) Pty Ltd
ACN 156 481 506

AQ360919S

18/10/2017

\$94.60

17



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 18/08/2017

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Officer, Victoria
Short name	Council

Name	ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506
Address	Level 11, 8 Exhibition Street, Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 11 of the Planning Permit.
- D. 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 unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Claim includes any claim, proceeding, action, demand or suit (including by way of contribution or indemnity) at Law or in equity including for breach of contract, by statute (to the extent permitted by Law), in tort for negligence or otherwise (including negligent misrepresentation), for strict liability or restitution.

AQ360919S



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) \$306.68 if paid within 12 months from the date that this Agreement commences; or
- (b) \$306.68 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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.

Damages or Loss means damages or loss of any kind, including death or personal injury, however caused (including, but not limited to, the negligence of Council or Council's nominated refuse contractor) sustained, incurred or suffered by any person in connection with this Agreement.

Dwellings means the Dwellings authorised by the Planning Permit and includes any dwelling constructed on the Subject Land.

Green Waste means all types of garden organic waste produced or accumulated in or on the Subject Land.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Medium Rigid Vehicle has the same meaning as in the *Road Safety (Drivers) Regulations* 2009.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.



Maddocks

Owners Corporation has the same meaning as in the *Owners Corporation Act 2006*.

Owners Corporation Rules means the Owners Corporation Rules made under section 138 of the *Owners Corporation Act 2006*.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. T160466, as amended from time to time, issued on 28 February 2017, authorising the development of and staged multi-lot subdivision on the Subject Land in accordance with plans endorsed by Council.

Plan of Subdivision means any Plan or Plans of Subdivision approved by Council pursuant to the Planning Permit from time to time.

Planning Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land.

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, or 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:

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

Subject Land means part of the land situated at 61 Racecourse Road, Pakenham, being the land referred to in certificate of title volume 11650 folio 449, and more particularly being stages 12, 13 and 14 on the Plan of Subdivision and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Third Party means a person who is not a Party.

Waste means all domestic waste associated with and arising from the Dwellings and use of the Subject Land, including Green Waste and other domestic waste able to be recycled and domestic waste not able to be recycled.

Waste Collection Services means the waste collection services provided by Council or Council's nominated Waste contractor, of Waste from the Dwellings and the Subject Land.

Waste Collection Vehicle means a Medium Rigid Vehicle, whether or not fitted with a mechanical arm to lift Waste bins, used by Council, or Council's nominated Waste contractor, to collect Waste bins.

Waste Management Plan means the waste management plan prepared for the Subject Land prepared by TTM Consulting (Vic) Pty Ltd dated 29 March 2017 attached in Schedule 1 of this Agreement, as approved and endorsed by Council, or any other waste management plan for the Subject Land endorsed by Council from time to time.

2. Interpretation

In this Agreement unless the context admits otherwise:

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- 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;
- 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 give effect to the Planning Permit and
- 3.2 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 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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 Waste management

- 6.1.1 Except with the prior written consent of Council, at all times, the Owner must implement and comply with all provisions, requirements and recommendations of the Waste Management Plan:
- (a) at the full cost of the Owner; and
 - (b) to the satisfaction of Council.
- 6.1.2 The Owner must indemnify and hold harmless Council and Council's nominated Waste contractor against any Claim sustained, incurred or suffered by any person (including where a Claim is made, owed, paid or brought by any Third Party) due to the Owner's breach of this Agreement.

6.2 Right of Access

The Owner agrees to, at all times, provide Council, its employees, agents and contractors access to the Subject Land for the purpose of Waste Collection Services. The Parties agree that the access ways on the Subject Land will be adequately designed, constructed and maintained to be suitable for regular use by Waste Collection Vehicles, including trucks.

6.3 Owners Corporation

If, as a result of subdivision of the Subject Land, an Owners Corporation is formed, upon the forming of an Owners Corporation:

- 6.3.1 the provisions, requirements and recommendations of the Waste Management Plan must be incorporated into, and form part of, the Owners Corporation Rules; and
- 6.3.2 the Owners Corporation must:
- (a) assume responsibility for implementing and complying with all provisions, requirements and recommendations of the Waste Management Plan; and
 - (b) at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan to the satisfaction of Council.

6.4 Continuing obligation

The Owner's obligations under clause 6.1 continue to apply regardless of any assumption by the Owners Corporation of responsibility for implementation of, and compliance with, the Waste Management Plan.

7. Owner's further obligations

7.1 Notice and registration

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

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7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 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 s 181 of the Act; and
- 7.2.3 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.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 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:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

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

8. Agreement under s 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 s 173 of the Act.

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9. Owner's warranties

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.

10. 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:

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

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 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.

11.3 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.

11.4 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.



7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 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 s 181 of the Act; and
- 7.2.3 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.

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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:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

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7.6 Interest for overdue money

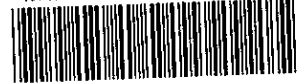
- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal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

8. Agreement under s 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 s 173 of the Act.

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11.5 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.

11.6 Governing law

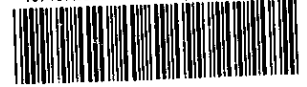
This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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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 the Manager of
Development and Compliance Services,
in the exercise of a power conferred by an
Instrument of Delegation dated 15 February 2016 in
the presence of:

)
)
)
)
)
)

Witness

Executed by ISPT DOF 2 (Pakenham)
Pty Ltd ACN 156 481 506
by its Attorney David John McFadyen
/ Daryl Keith Browning under a Power of
Attorney dated ~~2 September 2013~~ in the
presence of: 21 June 2017

)
)
)
)
)

Witness

..... Leith Hunniford
Full name of Witness Legal Practitioner
Level 11, 8 Exhibition Street
Melbourne, Vic 3000

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AK113249W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Luke Gersbach
Tier 1 Attorney

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Schedule 1

Waste Management Plan

Address: 61 Racecourse Road, Pakenham

Waste Management Plan Template – January 2015

Waste Management Plan


Planning application number 160466PA.

Address L2 PS 632087, 61 RACECOURSE ROAD, STANHAM 3810 5

Land use type: Residential

Development description:Subdivision to create 126 lots suitable for medium density housing .
This is Stages 12, 13 1 and 14 of the Ascot development

Size of dwellings: Mixture of dwelling sizes with details yet to be provided



Cardinia

APPROVED PLAN
PLANNING AND ENVIRONMENTAL
CARDINIA PLANNING SCHEME

Permit No.: T160466

Approved by: Hugh Pierce
CARDINIA SHIRE COUNCIL

No of dwellings	Garbage (Litres per week)	Recycling (Litres per fortnight)	Green waste (Litres per fortnight)
.....126.....15120.....30240.....30240.....
Total bins proposed	126 x 120 litre bins	126 x 240 litre bins	126 x 240 litre bins

Space Allowance for bulky items/hard waste

2 square metres footprint for maximum 2 cubic metres of hard rubbish

Proposed collection provider: Council

Waste collection location:

Please see attached Drawings Nos. 7647391 Issue B and 7647392 Issue B for garbage, green waste and recycling bin locations, and for hard rubbish collection point locations.

Proposed collection provider: Council (operate 120L garbage and 240 recycle only)

Frequency of collections:

Garbage	Weekly
Recycling	Fortnightly
Green Waste	Fortnightly
Hard Rubbish	Twice Yearly



Waste Management Plan Template – January 2015

Have you checked that:

☒ Bins are not placed in turning areas

☒ Bins do not interfere with the use of access driveways, loading bays or parking bays.

Bins may need to be placed in front of garages for rear laneway access lots. Where vehicular access is required to double garages by 2 vehicles on collection day, bins may require movement in front of garage doors by the occupants of the corresponding lot.

☒ Bin collection point is clearly visible or easily identified and not located on a bend in the road

☐ Designated turning areas have appropriate parking restrictions

Council will need to review truck turning provisions when a collection route strategy is determined.

Does your plan show:

☒ Vehicles can navigate internal roads & turning circles to AustRoads standard 8.8m Service Vehicle.

☒ Vehicles can move in a forward direction without reversing, collecting with a left side arm

☐ Size and location of any communal bin storage area

☐ Bin storage location when not being presented for collection

I agree this waste management plan complies with the following:

☒ Overhangs and height clearances are suitable for collection vehicles

☒ Access roads to bin collection locations are to the appropriate weight standards

☐ Bins presented for collection have 0.5m clearance from another bin or obstruction

Some bins in rear lane locations need to be at 0.3m spacing to accommodate proposed density

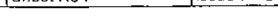
APPROVED PLAN
PLANNING AND ENVIRONMENT
CARDINIA PLANNING SCHEME

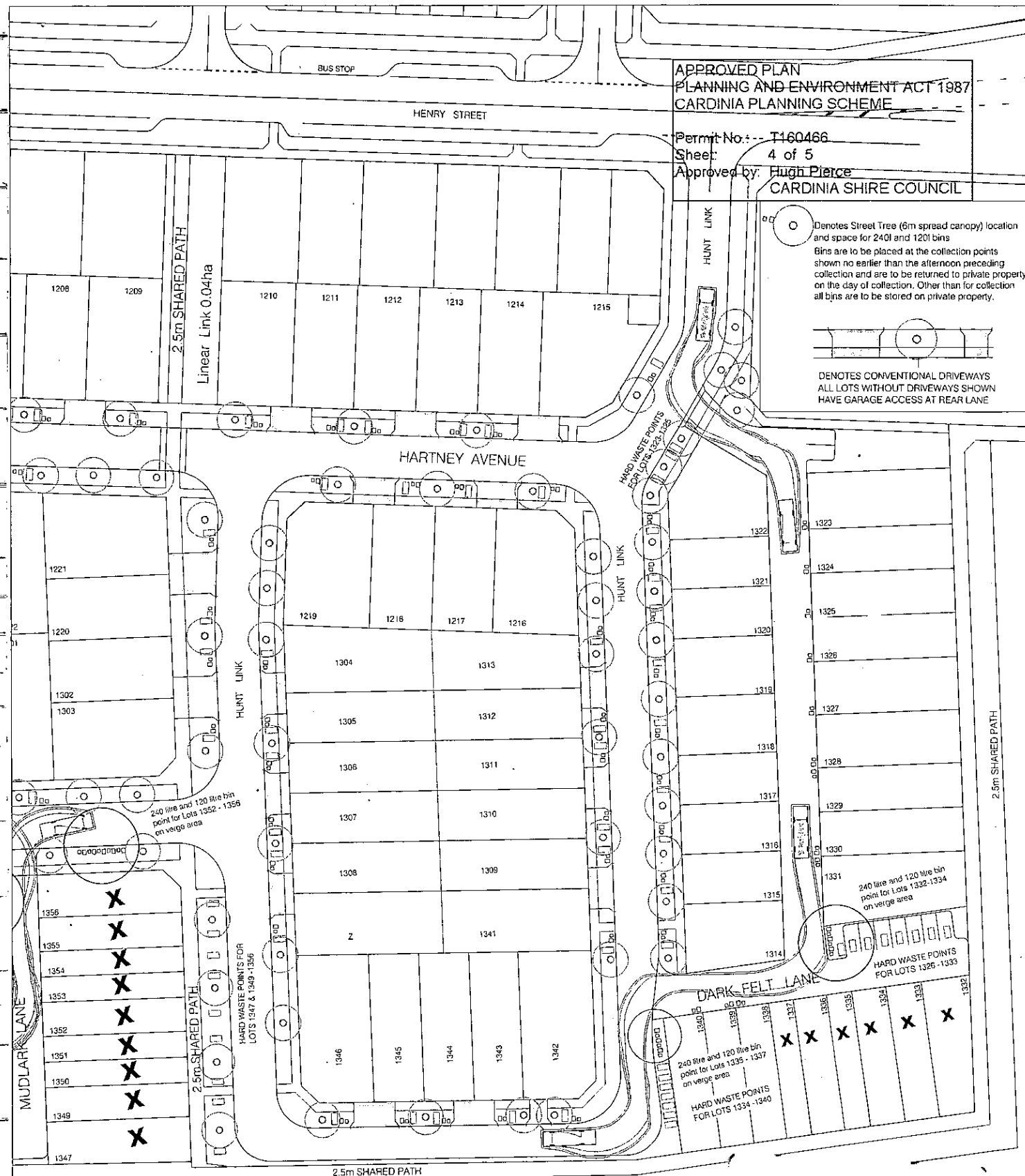
Permit No.: T160466
Sheet: 2 of 5

Approved by: Hugh Pierce
CARDINIA SHIRE COUNCIL

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18/10/2017 \$94.60 173





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

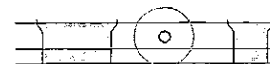
Permit No.: T160466

Sheet: 4 of 5

Approved by: Hugh Pierce

CARDINIA SHIRE COUNCIL

Denotes Street Tree (6m spread canopy) location and space for 240l and 120l bins
Bins are to be placed at the collection points shown no earlier than the afternoon preceding collection and are to be returned to private property on the day of collection. Other than for collection all bins are to be stored on private property.



Denotes conventional driveways
ALL LOTS WITHOUT DRIVEWAYS SHOWN HAVE GARAGE ACCESS AT REAR LANE

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NOTE: Council to place temporary "NO STANDING" signs in visitor parking areas as required for the twice yearly hard rubbish collection. Residents are allocated 2 square metres of verge or pavement space for hard rubbish which will be a maximum volume of 2 cubic metres. Hard rubbish is to be placed at the collection points shown for a period of no more than three days prior to the stated date of collection.

- Wheel path
- Vehicle Overhang
- Vehicle Overhang + 300mm Clearance

RESIDENTS OF ALL LOTS MARKED **X** WILL NEED TO TAKE BINS TO THE COLLECTION POINT AS SHOWN.

BINS FROM LOTS 1323 - 1331 AND 1338-1340 MAY NEED TO BE PLACED IN FRONT OF GARAGES, WITH 0.3m CLEARANCE TO GARAGE DOORS OR WALLS. THOSE BINS MAY NEED TO BE MOVED BY RESIDENTS TO ALLOW VEHICLE ACCESS TO GARAGES.

Denotes Street Tree location with clearance 0.5m to trunk and 2 square metre footprint for max. 2 cubic metres of hard rubbish

ttn

TTM Consulting (Vic) Pty Ltd
Suite 9
70 - 80 Wellington Street
Collingwood, VIC 3066
Ph : (03) 9419 0911 Fax : (03) 9415 9456
Email : email@ttnconsulting.com.au

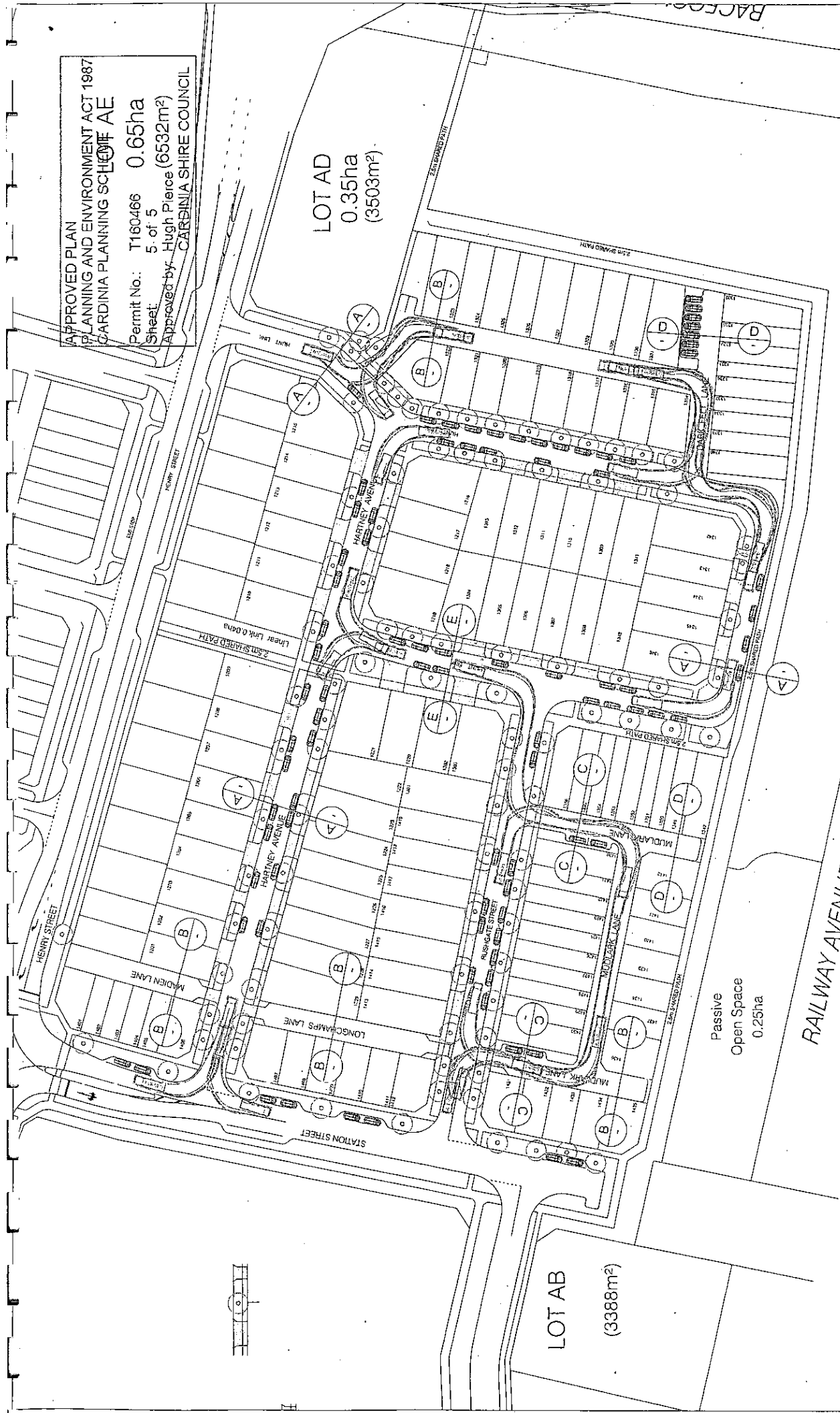
**ASCOT PAKENHAM STAGES 12 - 14
WASTE MANAGEMENT PLAN
WEEKLY/FORTNIGHTLY BIN
ARRANGEMENTS WITH MRV TRUCK
ACCESS PATHS SHOWN
SHEET 2**

Scale 1:500 @ A3

Drawing No : 7647392

Sheet No : 2 of 2 Issue : B

Issue	Appd	Date	Comments
B	JDH	29/03/17	Minor amendments to notes
A	JDH	08/03/17	Original Issue



APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME AE
Permit No.: T160466 0.65ha
Sheet: 5 of 5
Approved by: Hugh Pierce (6532m²)
CARDINIA SHIRE COUNCIL

LOT AD
0.35ha
(3503m²)

LOT AB
(3388m²)

Passive
Open Space
0.25ha



ASCOT DEVELOPMENT AT
PAKENHAM
STAGES 12 - 14
PUBLIC CAR PARKING
AVAILABILITY PLAN

Scale 1:1,000 @ A3
Drawing No: 7647287
Sheet No: 1 Issue: C

TTC Consulting (Vic) Pty Ltd
Suite 5
70-80 Wellington Street
Melbourne VIC 3126
Ph: 03 9415 9466
Email: email@ttmconsulting.com.au

This plan shows 126 lots in Stage 12, Stage 13 and Stage 14. The total of the indicated on-street car parking opportunities is 88 spaces, a ratio of 0.7 spaces per dwelling. That is well above the Clause 56.06 indicated ratio of 0.5 spaces per dwelling and even more so above the Clause 52.06-5 requirement of a ratio of 0.2 spaces per dwelling when applied to medium density housing or apartment developments.

Issue/Appd	Date	Comments
C JDH	09/03/17	Subdivision Layout Altered - Lot 124 removed
B JDH	20/02/17	Subdivision Layout Altered
A JDH	7/12/16	Original Issue

From www.land.vic.gov.au at 14 April 2025 02:25 PM

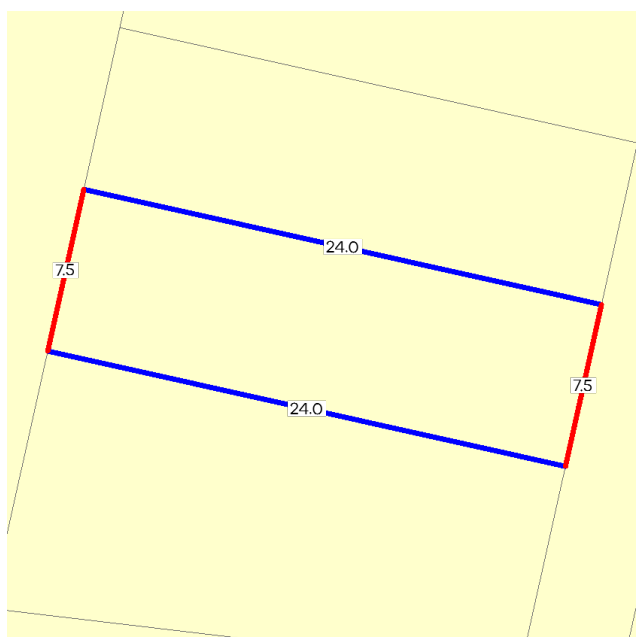
PROPERTY DETAILS

Address: **22 TITAN LODGE WALK PAKENHAM 3810**
Lot and Plan Number: **Lot 1330 PS749783**
Standard Parcel Identifier (SPI): **1330\PS749783**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000026687**
Directory Reference: **Melway 317 G9**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 180 sq. m

Perimeter: 63 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.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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: **PAKENHAM**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

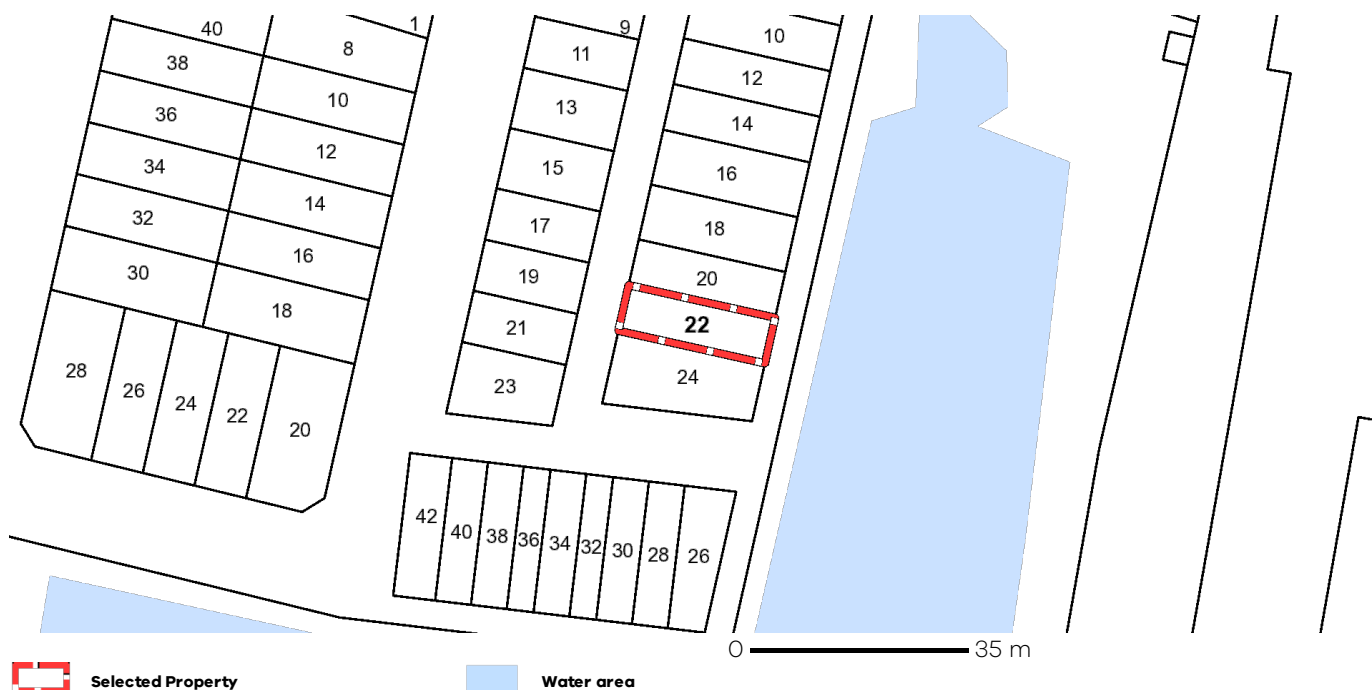
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 14 April 2025 02:25 PM

PROPERTY DETAILS

Address: **22 TITAN LODGE WALK PAKENHAM 3810**
Lot and Plan Number: **Lot 1330 PS749783**
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Directory Reference: **Melway 317 G9**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
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Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**

OTHER

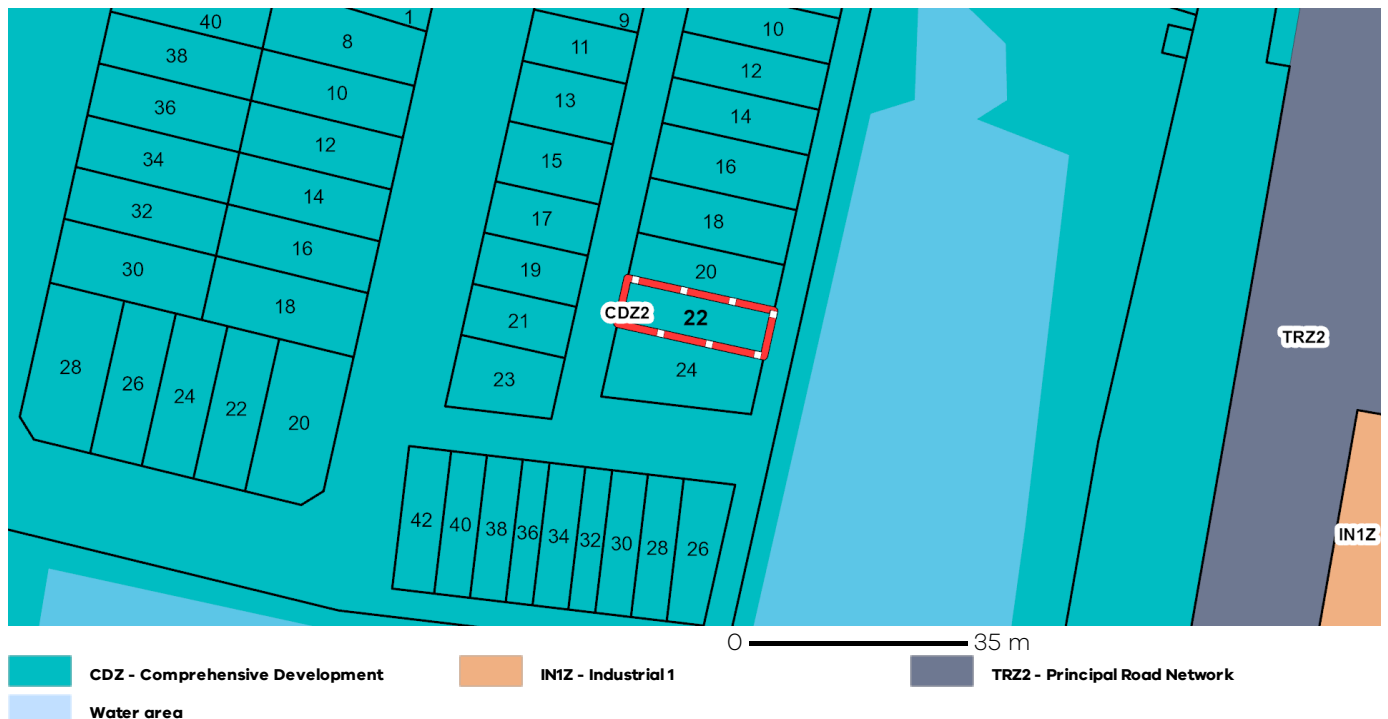
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 \(CDZ2\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 22 TITAN LODGE WALK PAKENHAM 3810

Page 1 of 4

Planning Overlays

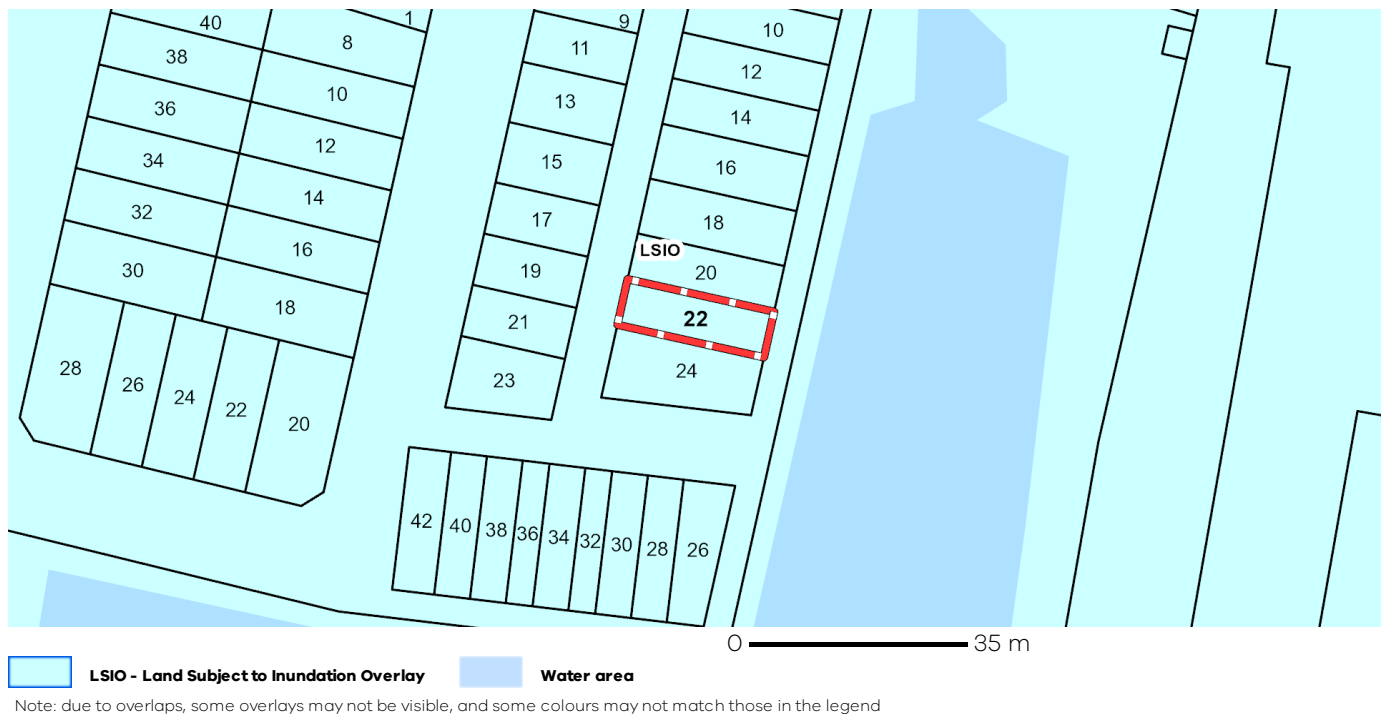
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



Melbourne Strategic Assessment

This 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 11 April 2025.

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 <https://mapshare.maps.vic.gov.au/vicplan>

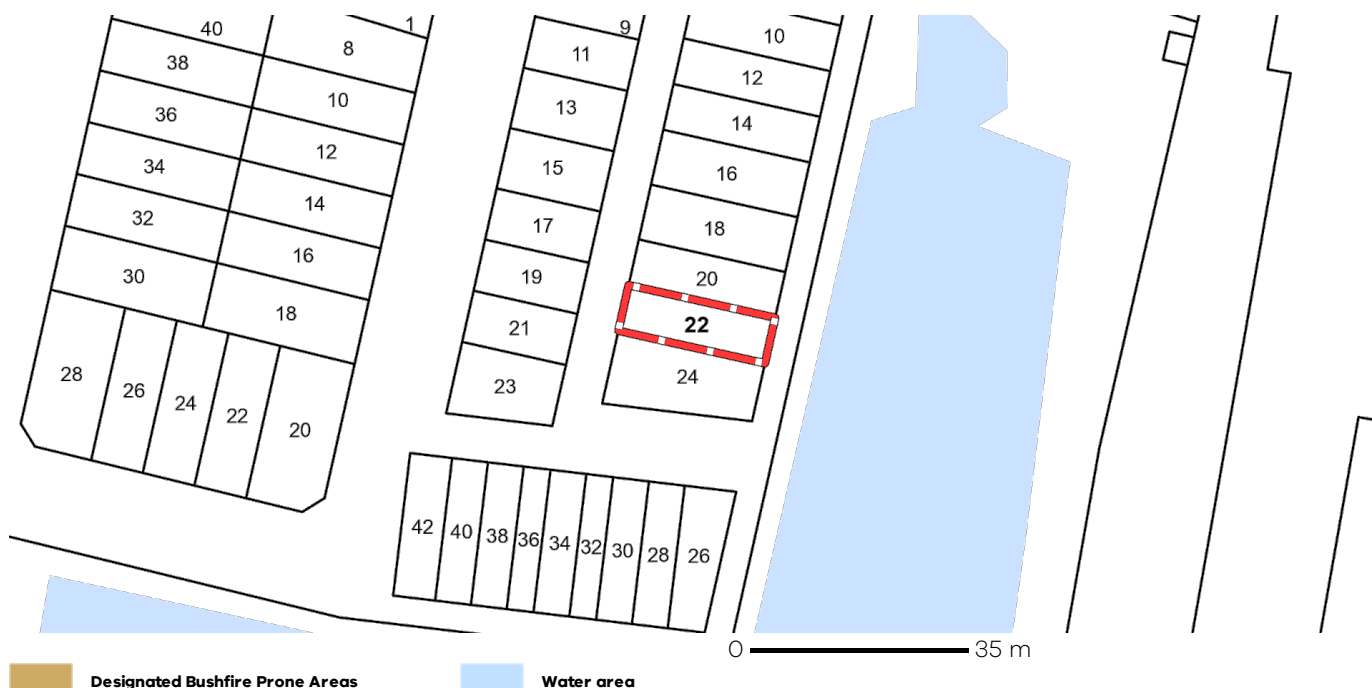
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Valuation, rates and charges notice

For period 1 July 2024 to 30 June 2025



ABN 32 210 906 807

Searby, L J
22 Titan Lodge Walk
PAKENHAM VIC 3810

032

Date of issue **15/08/2024**
Property number **5000026687**

Instalment 1 Due 30 September 2024	\$378.00
Instalment 2 Due 30 November 2024	\$378.00
Instalment 3 Due 28 February 2025	\$378.00
Instalment 4 Due 31 May 2025	\$376.69

Any arrears shown on this notice are overdue and payable immediately and may continue to accrue interest at 10% p.a. until paid in full

Rates and valuation information for your property

Description and location of property

22 Titan Lodge Walk
Pakenham 3810
L1330 PS749783 V12046 F990

Capital Improved Value (CIV) as at 1 January 2024

\$435,000

Site Value (SV)

\$195,000

Net Annual Value (NAV)

\$21,750

Land Use Classification

Residential

Australian Valuation Property Classification Code (AVPCC)

112 : Single Residential Accommodation - Semi-Detached/Terrace/Row House

Owner Name(s) Searby, L J

We are required by legislation to display the property owner name(s).

Rates and Charges

Urban Residential
120lt Garbage & Recycling Charge
State Fire Services Property Levy

435000 x \$0.0022509
1 x \$361.70
435000 x \$0.000087 + \$132.00

\$979.14
\$361.70
\$169.85

Total

\$1,510.69



Scan here to pay



Payment options

FlexiPay

Set up regular direct debit payments at cardinia.vic.gov.au/flexipay
Verification code: ZS3U

BPAY

Billcode: 858944
Ref: 50000266879

BPAY® this payment via internet or phone banking
BPAY View® - view and pay this bill via internet banking
BPAY View registration number: 50000266879

Post Billpay

Billpay Code: 0860
Ref: 5000 0266 8700 009

Call 131 816 to pay over the phone
Go to postbillpay.com.au or visit an Australia Post store

POST billpay



Instalment *860 500002668700009



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



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



Call 131 816 to pay by credit card over the phone



To have your notice emailed
Register at cardinia.enotices.com.au
Reference No: F98A46075M



To verify your property in MyCardinia use
verification code: ZS3U
www.cardinia.vic.gov.au/mycardinia

Financial hardship and assistance

If you are experiencing financial hardship which is affecting your ability to pay your rates, please visit www.cardinia.vic.gov.au/rateshelp or call us to discuss your options. To access free financial counselling and advice visit the National Debt Helpline's website www.ndh.org.au or call them on 1800 007 007.

You may apply for a waiver, deferral or payment plan for your rates and charges in accordance with sections 170, 171, 171A or 171B of the Local Government Act 1989. A copy of the legislation is available on our website at www.cardinia.vic.gov.au/rates

Council may enter into a payment plan with you, upon certain terms and conditions determined by Council and in accordance with the applicable legislation, to make smaller, more regular payments towards your rates and charges. Please visit www.cardinia.vic.gov.au/rates or call us for more information.

Payment of rates and charges

Rates and charges are payable in 4 instalments as per the due dates on the front of this notice, or by weekly, fortnightly, monthly or quarterly direct debit payments. To set up a direct debit payment plan please visit www.cardinia.vic.gov.au/flexipay

Interest may be charged on overdue rates and charges in accordance with sections 172 and 172A of the Local Government Act 1989. Subject to sections 180 and 180A of the Local Government Act 1989 legal action may also be taken for recovery of unpaid rates and charges and may incur additional costs.

Please note, Council does not offer payment in full by February 15. If you wish to pay all four instalments in a single payment, you must do so by the due date of the first instalment to avoid interest.

All payments received will be allocated in the following order:

- 1) Legal costs (if any)
- 2) Interest (if any)
- 3) Arrears (if any)
- 4) Current rates and charges

Concessions and rebates

If you have a Centrelink or Department of Veterans' Affairs Pensioner Concession Card or specific Department of Veterans' Affairs gold card you may be eligible for the Municipal rates concession. The property must be your principal place of residence and match the address on your eligible card.

To apply for the concession go to www.cardinia.vic.gov.au/rates for a link to the 'Municipal rates concession' web page on the Department of Families, Fairness and Housing website (DFFH) or call us to obtain a hard copy form. Please complete the application form and return the completed form to Council by post or email.

If you receive Jobseeker payments you may be eligible for the Jobseeker rebate provided by Council. To apply for this rebate please go to www.cardinia.vic.gov.au/rates or call us to obtain a hard copy form and return the completed form to Council by post or email.

Change of mailing address and property ownership

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 a change in ownership by way of a Notice of Acquisition or copy of title.

Differential rates

Council applies differential rates depending on property location and property type. Information on our differential rates is contained in our Revenue and Rating Plan and is available at www.cardinia.vic.gov.au

We are required by legislation to provide the below rate comparison information to show what rates would be for your property for each differential rate. The actual rate levied for your property is shown on the front of this notice, based on location and predominant land use.

Differential rate	Rate in \$	Amount
Base rate	0.0021041	\$915.28
Farm land	0.0015781	\$686.47
Urban farm land	0.0017880	\$777.78
Urban commercial and industrial land	0.0030511	\$1,327.23
Urban residential	0.0022509	\$979.14
Urban vacant land	0.0048187	\$2,096.13

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.

The Victorian Government's rate cap

Council has complied with the Victorian Government's rates cap of 2.75%. The cap applies to the average annual increase of total general rates. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipality;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap e.g. waste charges and the State Fire Services Property Levy.

Property valuations

Property valuations are undertaken annually by the Valuer General Victoria and is an assessment of the market value of a property as at 1 January each year.

Supplementary valuations are also made during the year where there has been a material change to the property such as a new building or land subdivision.

There are 3 separate valuations returned and Council may use any of these as its system of valuation for levying rates:

Site Value (SV) – the land value only.

Capital Improved Value (CIV) – the market value of the property, being the Site Value plus the value of any buildings and other improvements on the land.

Net Annual Value (NAV) – for residential and rural/farm properties 5% of the CIV, for commercial and industrial properties the higher of the estimated annual market rent or 5% of the CIV.

Cardinia Shire uses the CIV system of valuation to levy general rates.

Fire Services Property Levy

This is a Victorian Government levy, collected by Councils, to fund the State's fire services. The amount payable varies depending on the property's Land Use Classification and Capital Improved Value. You have the 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. Visit www.sro.vic.gov.au/fire-services-property-levy for more information.

Australian Valuation Property Classification Code (AVPCC)

This code is assigned to your property according to the predominant use of the land and is used to determine your property's Land Use Classification, in accordance with the Fire Services Property Levy Act 2012.

Land Use Classification

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

Appeal, review and objection to rates and charges, differential rates, valuations and AVPCC

You can object to the valuation of your property and/or the AVPCC assigned within 60 days of the notice issue date. Section 17 of the Valuation of Land Act 1960 specifies the grounds for objection. An objection can be made in writing on the prescribed form or online at ratingvaluationobjections.vic.gov.au

Under section 183 of the Local Government Act 1989 you can apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of any differential rate applied to your property within 60 days of the notice issue date.

You can appeal to the County Court for a review of any rate or charge applied to your property within 60 days of the notice issue date. Section 184 of the Local Government Act 1989 specifies the grounds for appeal.

Noble Conveyancing C/- Triconvey2
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1330 22 TITAN LODGE WALK
PAKENHAM 3810
1330 PS 749783

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62T//00065/00008	LANDATA CER 76484326-027-3	14 APRIL 2025	49098208

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52
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(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		<u>\$151.15</u>
Payments		\$23.05
TOTAL UNPAID BALANCE		\$128.10

- The meter at the property was last read on 12/03/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.73 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

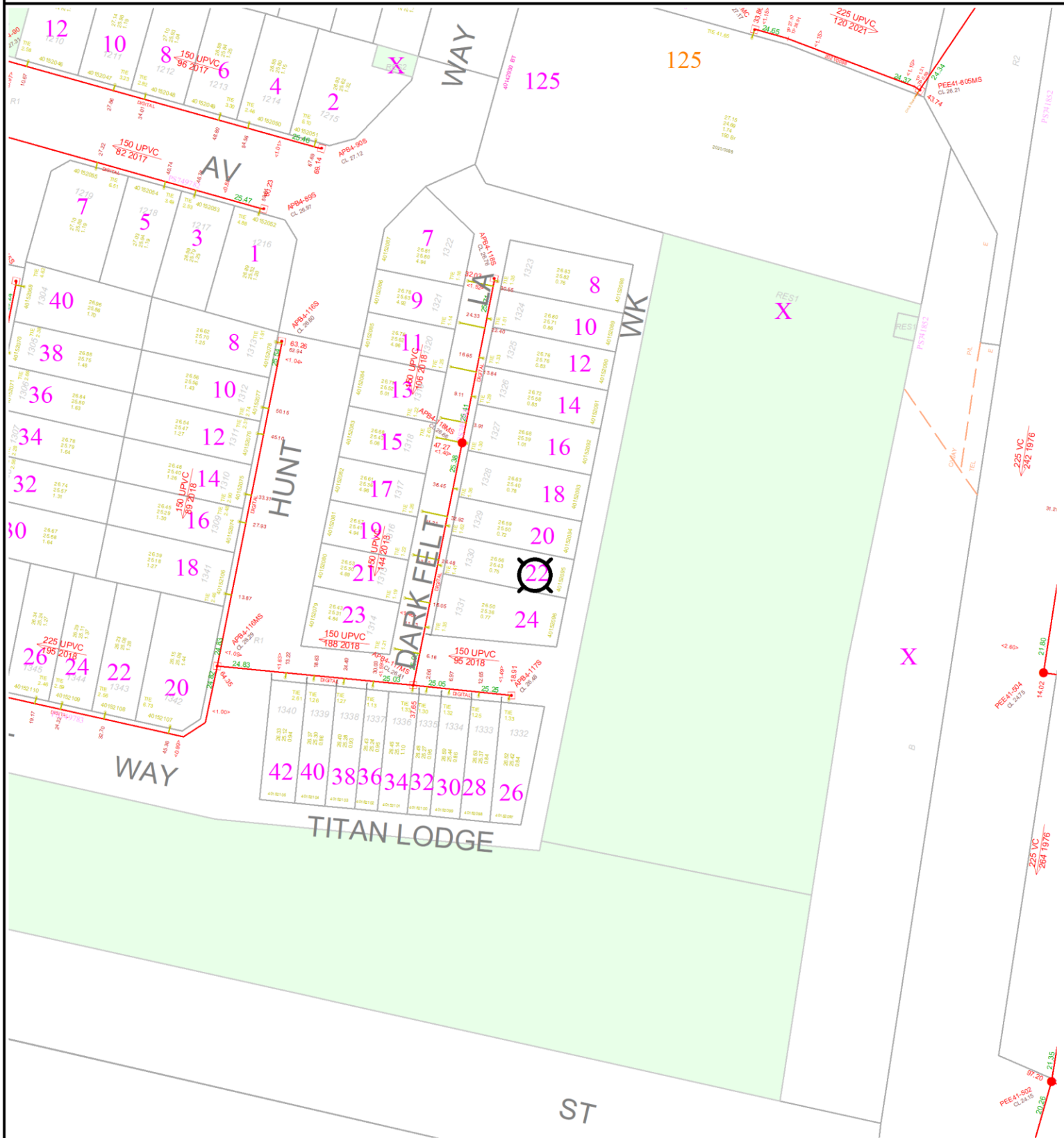
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

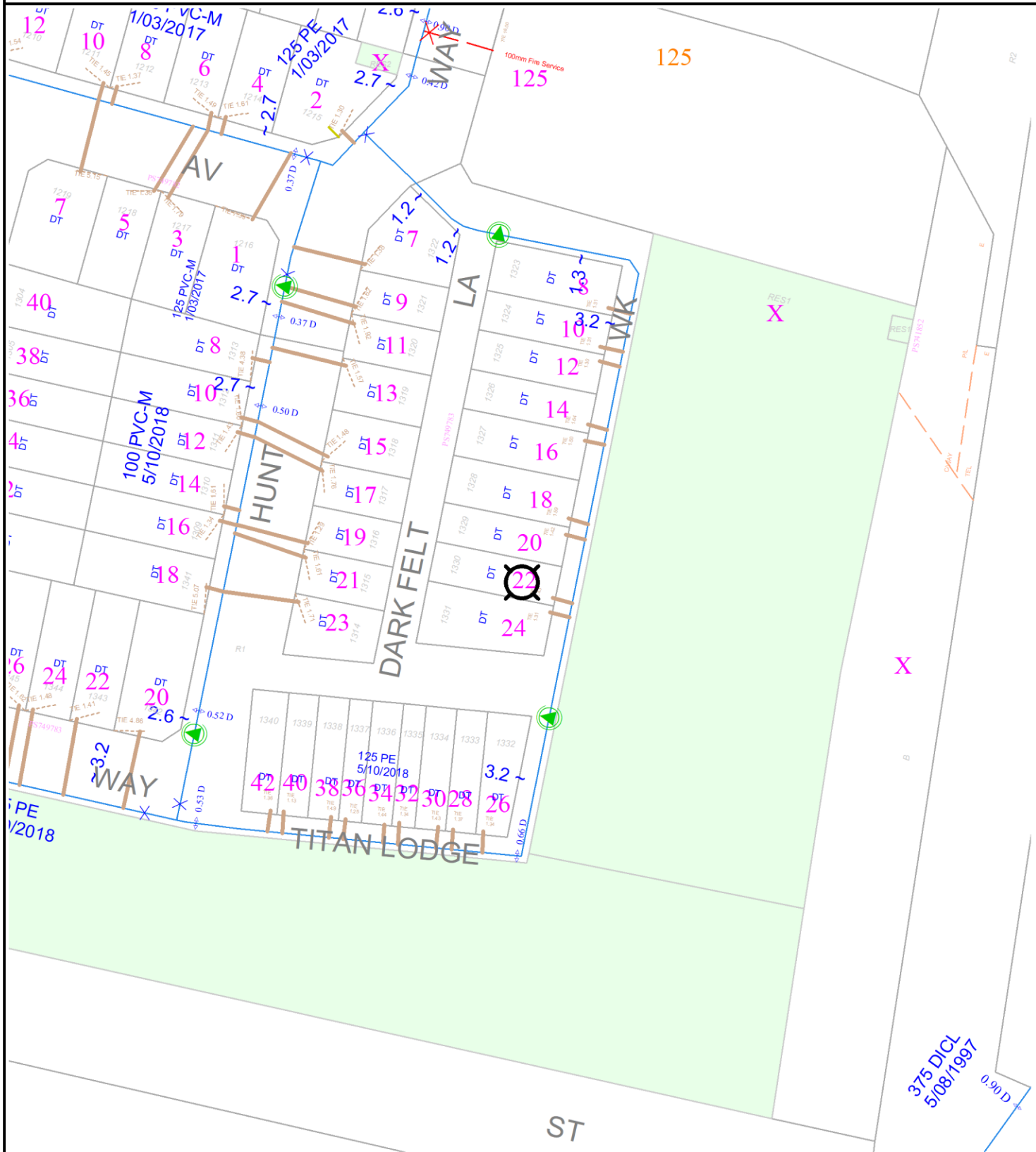
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

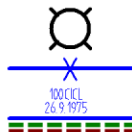
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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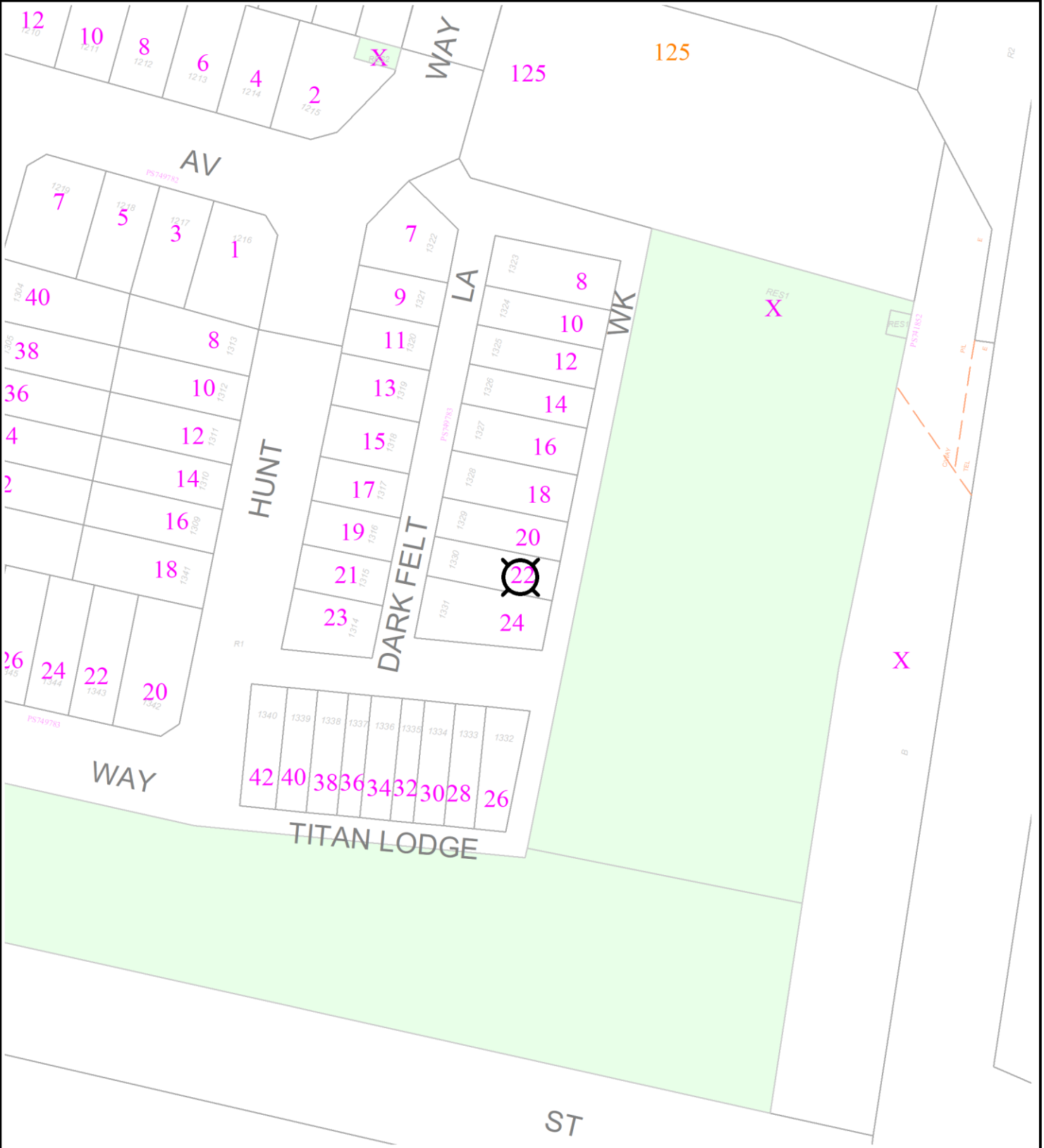
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary