

# Contract of Sale of Land

Property:

**27 Bridge Road, Officer VIC 3809**

**Victorian Statewide Conveyancing Pty Ltd**

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

Tel: (03) 8790 5488

Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: JG:20242213

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### 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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- 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 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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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# Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING:** THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2025

**Print names(s) of person(s) signing:** Sharon Gay Bailey

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts ASAP Narre Warren  
Address: Level 1 Suite 3 West Tower, 77 Victor Crescent, Narre Warren VIC 3805  
Email: shoheli.sunjida@harcourts.com.au  
Tel: 8725 0893 Mob: 0450233674 Fax: Ref: Shoheli Sunjida

## Vendor

Name: Sharon Gay Bailey  
Address: 27 Bridge Road, Officer VIC 3809  
ABN/ACN:

## Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd  
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805  
PO Box 32, Narre Warren VIC 3805  
Email: info@victorianstatewide.com.au  
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20242213

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11204 Folio 226	37	PS 611469

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

## Property address

The address of the land is: 27 Bridge Road, Officer VIC 3809

## Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

## Payment

Price \$  
Deposit \$ By (of which has been paid)  
Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

**Lease** (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

**Loan** (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

Loan amount: no more than .....

Approval  
date: .....

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** *It is recommended that when adding 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 the last page; and*
- *attach additional pages if there is not enough space.*



**GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



**GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. 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.

### 3. 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.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

## 8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. 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.

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; 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.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 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.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 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.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 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 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 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 general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general 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)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 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 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 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 general condition 16.4.
- 16.6 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 general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and



- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.  
  
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
  - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
  - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 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.
- 18.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable 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
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

## **20. LOAN**

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 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 or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general 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.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 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 affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general 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.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 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.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a 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.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

## **27. SERVICE**

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] 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.
- 27.3 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.
- 27.4 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

- 28.1 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.
- 28.2 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.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. 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.

## **30. TERMS CONTRACT**

- 30.1 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.
- 30.2 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.

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. 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.

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## Default

**33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**34. DEFAULT NOTICE**

- 34.1 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.
- 34.2 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.

**35. DEFAULT NOT REMEDIED**

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.

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

## 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 SEALED AND DELIVERED by the said )

Print Name..... )

)

in the presence of: )

Director (Sign)

Witness..... )

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

)

in the presence of: )

Director (Sign)

Witness..... )



# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	Sharon Gay Bailey
<b>Property:</b>	27 Bridge Road, Officer VIC 3809



**VENDORS REPRESENTATIVE**

Victorian Statewide Conveyancing Pty Ltd  
PO Box 32, Narre Warren VIC 3805  
Tel: 87905488  
Fax: 87949072

Email: [info@victorianstatewide.com.au](mailto:info@victorianstatewide.com.au)

Ref: TG:20242213

### 32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

**None to the vendors knowledge**

**Their total does not exceed \$4,500.00 per annum**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

#### **. Commercial and Industrial Property Tax**

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;

3. The Entry Date of the land was;

### 32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

A copy of the condition report required by section 137B of the *Building Act 1993* is also attached.

### 32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Cardinia Shire Council Planning Scheme

Responsible Authority: Cardinia Shire Council

Zoning: UGZ – Urban Growth Zone - Schedule 1

Planning Overlay/s: DCPO Development Contributions Plan Overlay – Schedule 2,  
LSIO – Land Subject to Inundation Overlay

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

### 32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

### 32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

### 32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 11204 Folio 226
2. Plan of Subdivision PS611469N
3. Covenant PS611469N
4. Agreement AH206761U

**DATE OF THIS STATEMENT**

	/		/20	
--	---	--	-----	--

**Name of the Vendor**

Sharon Gay Bailey

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

	/		/20	
--	---	--	-----	--

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

## **IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

### **Undischarged mortgages – S32A(a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

### **Terms contracts – S32A(d)**

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11204 FOLIO 226

Security no : 124126683944P  
Produced 30/07/2025 02:32 PM

LAND DESCRIPTION

Lot 37 on Plan of Subdivision 611469N.

PARENT TITLES :

Volume 09374 Folio 374      Volume 09474 Folio 595      Volume 09522 Folio 381  
Volume 09843 Folio 892      Volume 10048 Folio 493  
Volume 10389 Folio 197 to Volume 10389 Folio 198  
Created by instrument PS611469N 24/05/2010

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SHARON GAY BAILEY of 28 GILMORE CRESCENT LYNBROOK VIC 3975  
AJ910326U 13/09/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ910327S 13/09/2012

COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS611469N 24/05/2010

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

AH206761U 07/05/2010

DIAGRAM LOCATION

SEE PS611469N 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: 27 BRIDGE ROAD OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

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Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>13/11/2024 10:41</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE No. _____	LRS USE ONLY <b>EDITION 8</b>	PLAN NUMBER <b>PS 611469N</b>	
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>PARISH: PAKENHAM CROWN ALLOTMENT: 11 AND 15 (PARTS)</p> <p>TITLE REFERENCE: VOL.9374 FOL.374,VOL.9474 FOL.595,VOL.9522 FOL.381,VOL.9843 FOL.892 VOL.10048 FOL.493 AND VOL.10389 FOL.197 &amp; 198</p> <p>LAST PLAN REFERENCE: LP 130089 LOT 3,LP 213590 LOT 5,LP 135912 LOTS 1-2, PS 318233E LOTS 6 AND 7, CP155563</p> <p>POSTAL ADDRESS: MARY STREET OFFICER 3809</p> <p>MGA CO-ORDINATES: E 362 000 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 784 950</p>		<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: CARDINIA SHIRE COUNCIL REF:</p> <p>1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6      /      / 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.</p> <p>OPEN SPACE:</p> <p>(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS/HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE .....</p> <p>COUNCIL DELEGATE</p> <p>COUNCIL SEAL</p> <p>DATE      /      /</p> <p>RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.</p> <p>COUNCIL DELEGATE</p> <p>COUNCIL SEAL</p> <p>DATE      /      /</p>			
<b>VESTING OF ROADS AND OR RESERVES</b>					
IDENTIFIER	COUNCIL/BODY/PERSON				
ROADS R-1 ROAD R-2 RESERVES No.1 TO No.7 RESERVE No.8	CARDINIA SHIRE COUNCIL ROADS CORPORATION CARDINIA SHIRE COUNCIL SPI ELECTRICITY PTY LTD				
<b>NOTATIONS</b>					
DEPTH LIMITATION: DOES NOT APPLY		STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.			
THE LAND BEING SUBDIVIDED IS SHOWN BY THICK CONTINUOUS LINES  THIS IS A SPEAR PLAN		RESTRICTIONS ARE TO BE CREATED UPON REGISTRATION OF THIS PLAN --- SEE SHEET 9			
<p>SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 2309W THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) N/A IN PROCLAIMED SURVEY AREA No. N/A</p>					
<b>EASEMENT INFORMATION</b>					
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
E-4,E-5, E-8,E-9 E-14,E-17	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LTD	
E-5	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL	
E-7,E-8 E-13,E-14, E-16, E-19	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA1107	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION	
E-9,E-11,E-18	WATER SUPPLY	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LTD	
E-9,E-11,E-18	TELECOMMUNICATION (UNDERGROUND)	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN	
E-9,E-11,E-18	GAS	SEE DIAG.	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD	
E-9,E-10, E-13,E-18	POWERLINE	SEE DIAG.	THIS PLAN-SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD	
FOR CONTINUATION OF EASEMENT TABLE SEE SHEET 2					
<p>Suite 3, 100 Dorcas Street, Southbank 3006 Telephone (03) 9686 5488 Facsimile (03) 9686 5477 Tomkinson Pty. Ltd. ABN 30 005 217 481 www.tomkinson.com.au</p> <p><b>Tomkinson</b> Complete Development Solutions Project Managers   Planners   Surveyors   Engineers</p>		<p>LICENSED SURVEYOR : ZOIS ARAVANIS</p> <p>SIGNATURE.....DIGITALLY SIGNED..... DATE.....</p> <p>REF: MJ7038/1 VERSION: ZB GL 18/5/10</p> <p>ASPECT - Stage 1 DEVELOPMENT AREA = 17.09ha No. LOTS = 88</p>			<p><b>LRS USE ONLY</b></p> <p>STATEMENT OF COMPLIANCE EXEMPTION STATEMENT</p> <p>RECEIVED <input checked="" type="checkbox"/></p> <p>DATE 21 / 5 / 10</p> <p><b>LRS USE ONLY</b></p> <p>PLAN REGISTERED</p> <p>TIME 3:58</p> <p>DATE 24 / 5 / 10 Randall McDonald ASSISTANT REGISTRAR OF TITLES</p> <p>SHEET 1 OF 10 SHEETS</p>
<p>DATE      /      /</p> <p>.....</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>					



**Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)**

**SHEET 2 OF 10 SHEET**



 benchmark  
IN QUALITY

1

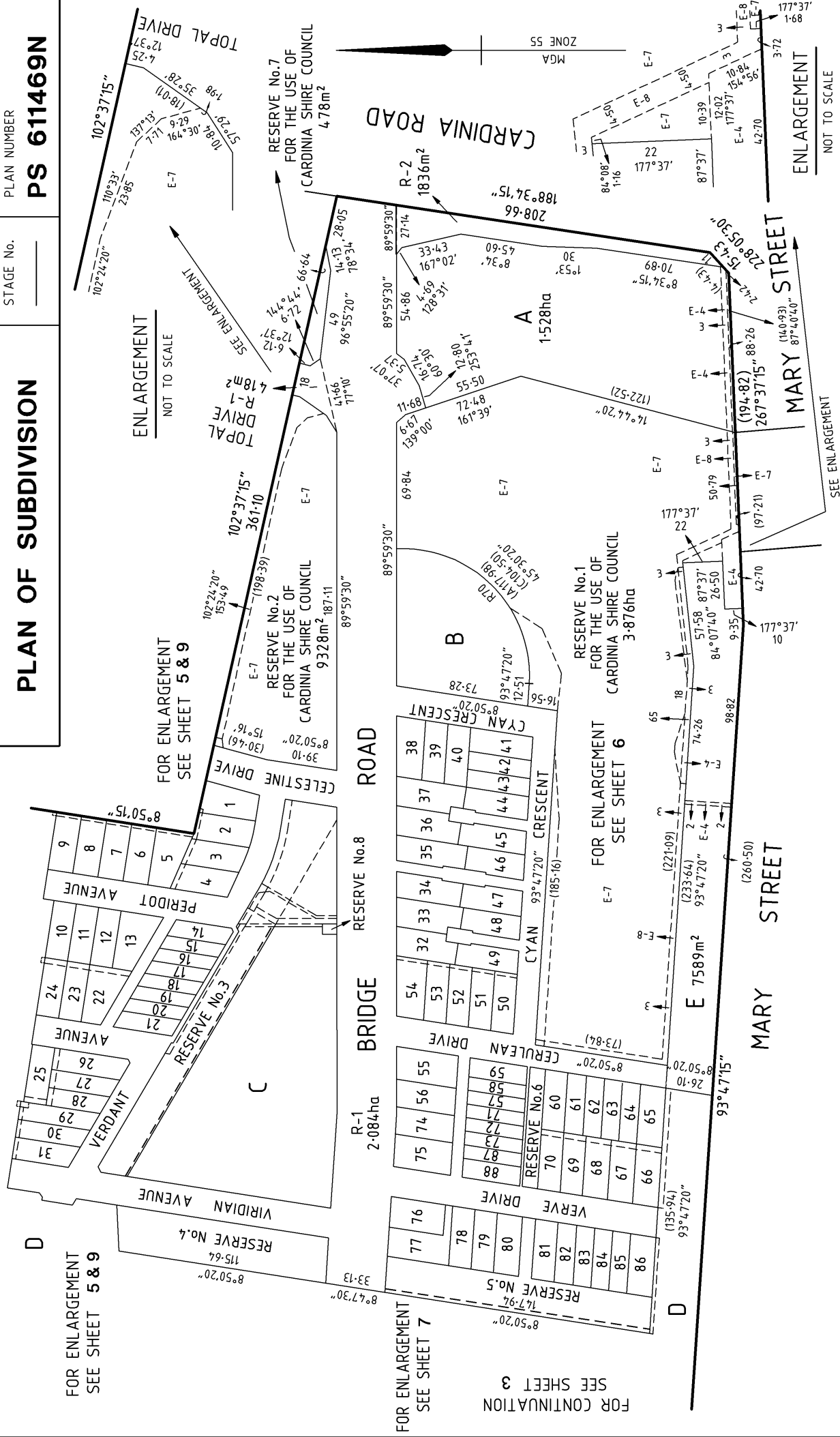
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LENGTHS ARE IN METRES

CJ 10 / E / 10

ORIGINAL SHEET SIZE A3

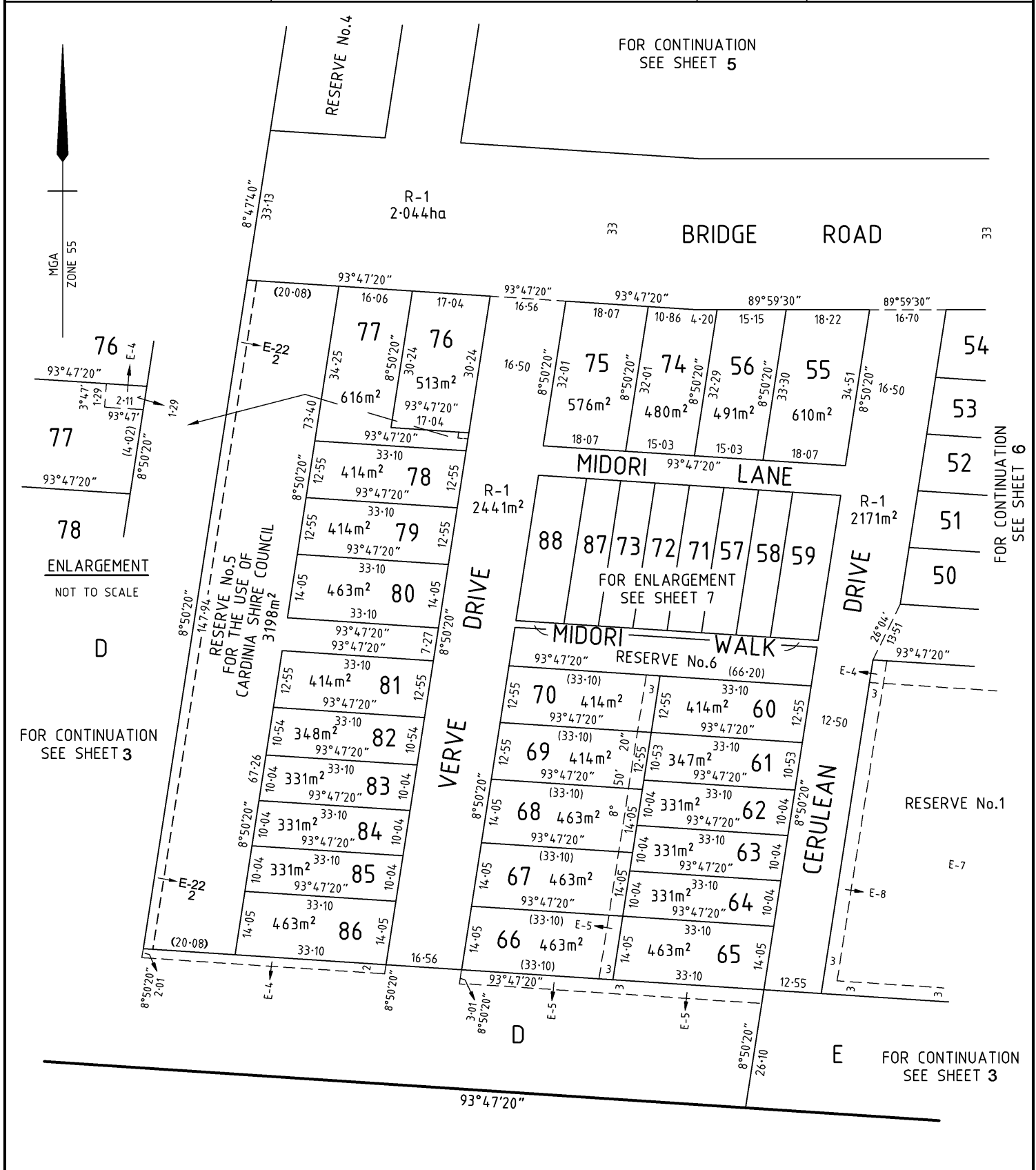
**PS 611469N**







	<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 611469N</b>
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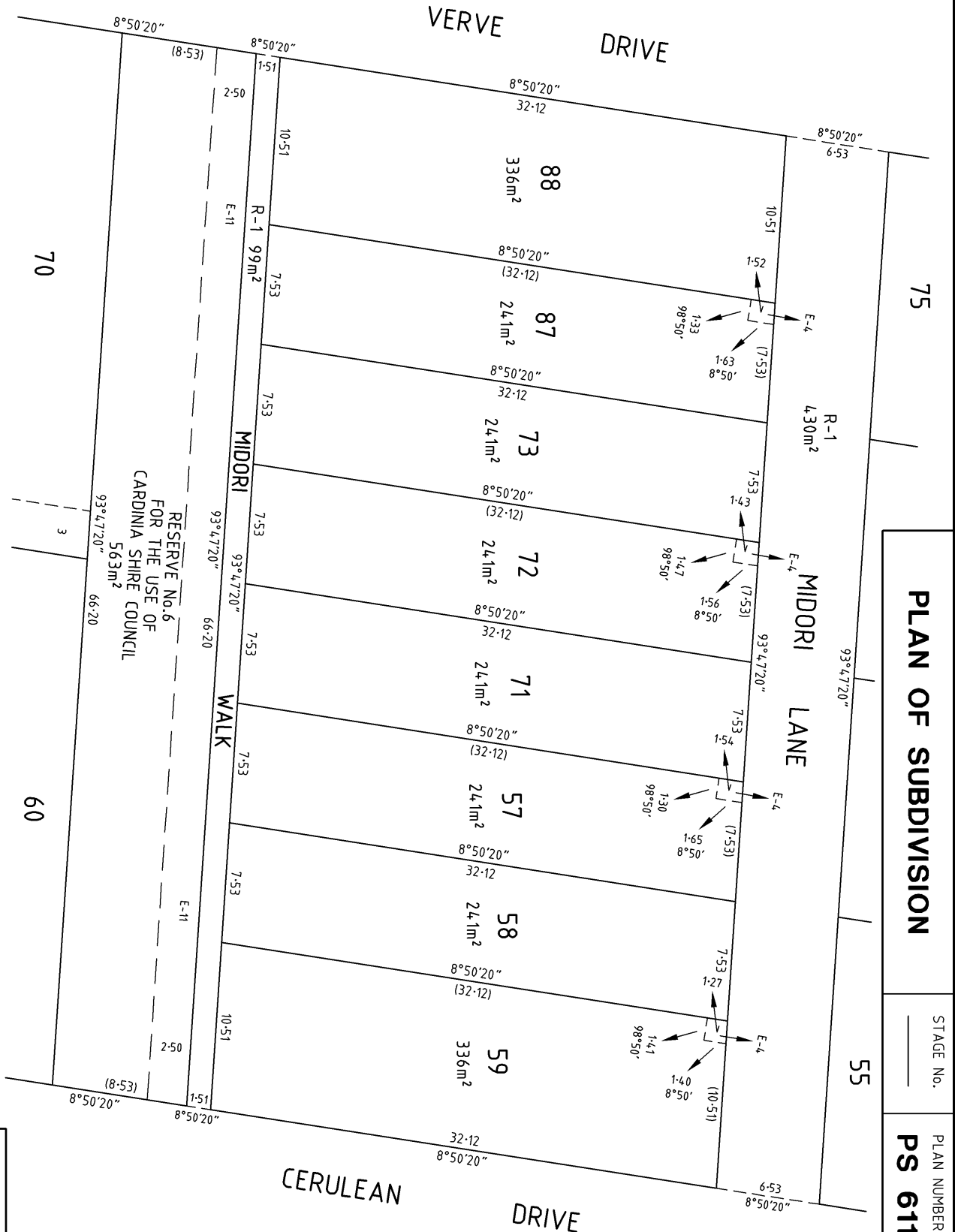
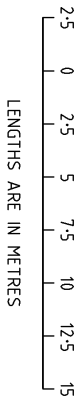




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SCALE 1:250



**PLAN OF SUBDIVISION**

STAGE No. \_\_\_\_\_  
PLAN NUMBER  
**PS 611469N**

LICENSED SURVEYOR : ZOIS ARAVANIS

SIGNATURE..... DATE.....

REF: **MJ7038/1** VERSION: **ZB**

CL 18/5/10

SHEET 8 OF 10 SHEETS

DATE / /

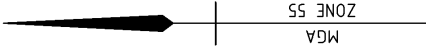
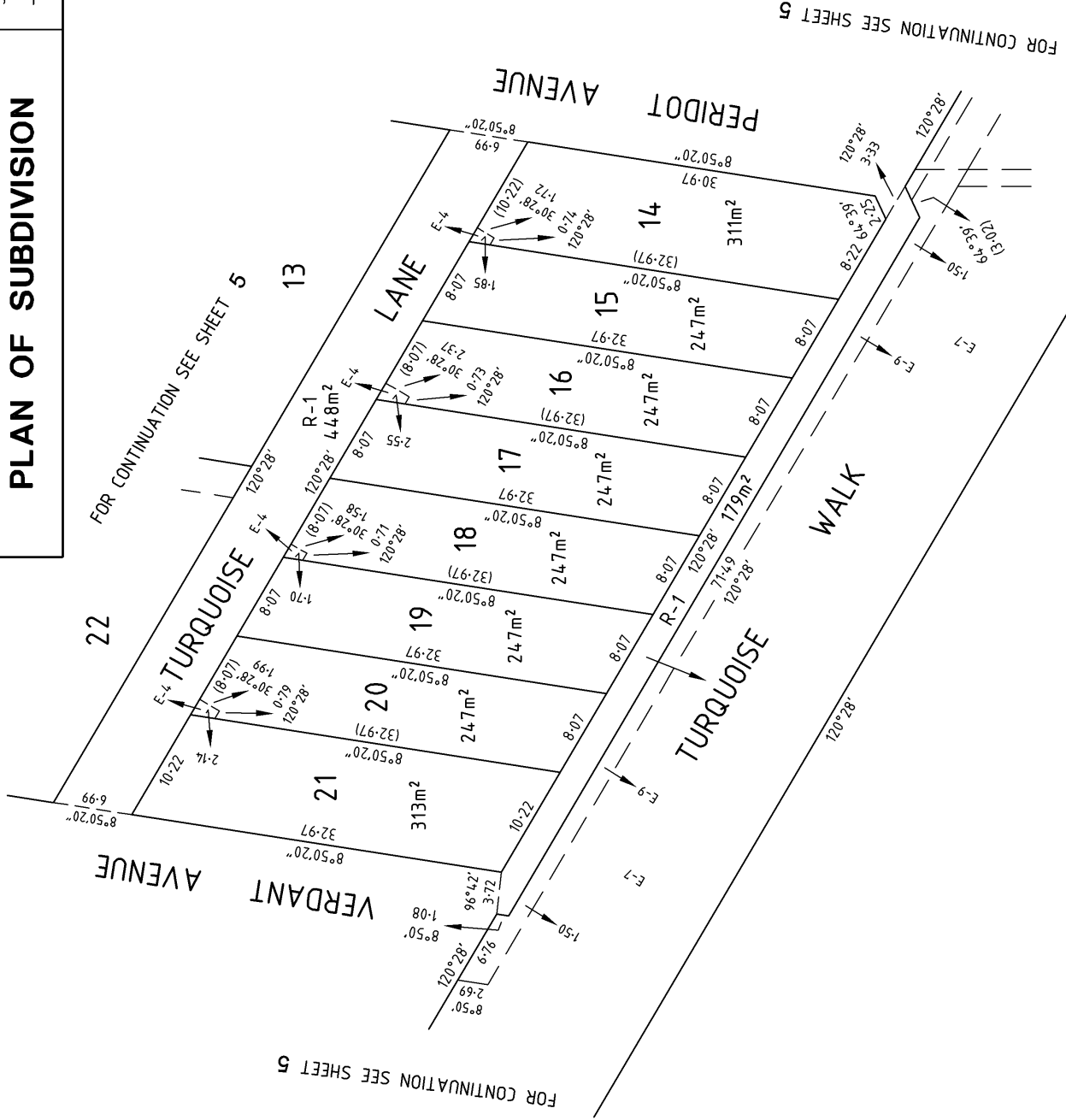
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ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

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PLAN NUMBER  
**PS 611469N**



SHEET 9 OF 10 SHEETS

DATE \_\_\_\_\_

**COUNCIL DELEGATE SIGNATURE**

ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR : ZOIS ARAVANIS

SIGNATURE.....  
DATE.....

REF: ~~MJ7038/1~~ VERSION: ZB

GL 18/5/10

SCALE 1:400

LENGTHS ARE IN METRES



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	<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 611469N</b>
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## CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

THE LAND TO BENEFIT: LOT D ON THIS PLAN OF SUBDIVISION


THE LAND TO BE BURDENED: LOTS 1 TO 88 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION

## DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A BURDENED LOT ON THIS PLAN OF SUBDIVISION

- (1) SHALL NOT DEVELOP A BURDENED LOT, PERMIT A BURDENED LOT TO BE DEVELOPED OR PERMIT A BURDENED LOT TO REMAIN DEVELOPED, OTHER THAN IN ACCORDANCE WITH THE VICURBAN FIBRE TO THE HOME BUILDING GUIDELINES.
- (2) MUST NOT OCCUPY A DWELLING ON A BURDENED LOT AND MUST NOT OBTAIN OR PROCURE AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) FOR A DWELLING ON A BURDENED LOT, PRIOR TO VICURBAN ISSUING A FIBRE TO THE HOME COMPLIANCE CERTIFICATE IN RESPECT OF THE DWELLING ON THE BURDENED LOT.

THIS RESTRICTION APPLIES FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBIVISION UNTIL THE DATE THAT IS 10 YEARS AFTER THE ISSUING OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) IN RESPECT OF THE DWELLING ON THE BURDENED LOT.

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## **Plan of Subdivision PS611469N**

### **Certifying a New Version of an Existing Plan (Form 21)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003312V

Plan Number: PS611469N

Council Name: Cardinia Shire Council

Council Reference Number 1: S09/041

Surveyor's Plan Version: ZB

### **Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 25/08/2009

Date of previous recertifications under Section 11(7): 18/02/2010

Date of previous recertifications under Section 11(7): 09/03/2010

Date of previous recertifications under Section 11(7): 16/04/2010

Date of previous recertifications under Section 11(7): 23/04/2010

Date of previous recertifications under Section 11(7): 10/05/2010

Date of previous recertifications under Section 11(7): 17/05/2010

### **Public Open Space**

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

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy

Organisation: Cardinia Shire Council

Date: 20/05/2010

[illegible]

# Imaged Document Cover Sheet

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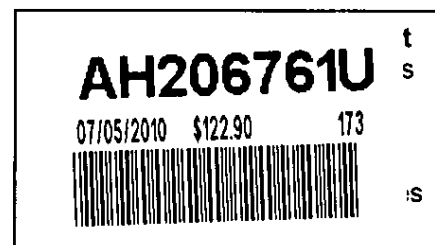
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**Application by a responsible authority for the  
making of a recording of an agreement**  
Section 181 Planning and Environment Act 1987

**Form 18**



Lodged by:

Name: **MIDDLETONS**  
Phone: (613) 9205 2000  
Address: Level 25, Rialto South Tower  
525 Collins Street  
Melbourne VIC 3000

Ref: ~~AFEP MLD~~ JTL.10018148

Customer Code: 1255H

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: *(insert Volume and Folio reference) (if part only, define the part)*

Certificates of Title Volume 9374 Folio 374, Volume 9474 Folio 595, Volume 9522 Folio 381, Volume 9843 Folio 892, Volume 10048 Folio 493, Volume 10389 Folio 197 and Volume 10389 Folio 198

Authority: *(name and address)*

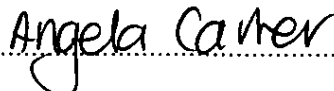
Cardinia Shire Council of Henty Way, Pakenham, VIC 3810

Section and Act under which agreement made:

173 Planning and Environment Act 1987 (Vic)

A copy of the Agreement is attached to this Application:

Signature for the Authority:  .....

Name of Officer:  .....

Date: 4 May 2010

DATE: 4 May 2010

**AH206761U**

07/05/2010 \$122.90 173



**CARDINIA SHIRE COUNCIL**  
("the Council")

- and -

**VICTORIAN URBAN DEVELOPMENT AUTHORITY**  
("the Owner")

---

**SECTION 173 AGREEMENT**  
**SITE AND DESIGN REQUIREMENTS**  
**ASPECT - STAGE 1**

---

**MIDDLETONS**  
Lawyers  
Level 25, 525 Collins Street  
MELBOURNE VIC 3000  
DX 405 Melbourne  
Tel: (03) 9205 2000  
Fax: (03) 9205 2055  
Ref: RRE:10015406

**AH206761U**

07/05/2010 \$122.90 173



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**SECTION 173 AGREEMENT  
SITE AND DESIGN REQUIREMENTS  
ASPECT – STAGE 1**

**AH206761U**

07/05/2010 \$122.90 173



**DATE:** 4 May 2010

**PARTIES:**

**CARDINIA SHIRE COUNCIL** of Henty Way, Pakenham in the State of Victoria 3810 ("the Council")

**VICTORIAN URBAN DEVELOPMENT AUTHORITY** of 710 Collins Street, Docklands, 3008 ("the Owner")

**BACKGROUND:**

- A** The Owner is the successor in law to the Urban and Regional Land Authority.
- B** The Owner is registered or entitled to be registered as the proprietor of the Land, and is the Owner of the Land in accordance with the Act.
- C** The Council is the Responsible Authority under the Act for the administration and enforcement of the Planning Scheme, with respect to the Land.
- D** The Council and the Owner are agreed that certain controls are desirable for the appropriate development of the Land.
- E** The Owner and the Council have agreed to enter into an Agreement on the terms and conditions herein for the above purposes.

**THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:**

**1. INTRODUCTION AND INTERPRETATION**

**1.1. Operation**



Without limiting any operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the Land.

**1.2. Definitions**

In this Agreement, unless the contrary appears:

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

"**Building Envelopes**" mean the building envelopes for the Land detailed in Attachment C of this Agreement;

 "**Design Controls**" means the Aspect stage one design controls contained in Attachment A to this Agreement; 

"**Fencing Controls**" means the Aspect stage one fencing controls contained in Attachment B to this Agreement; and



**"Land"** means the land contained in Certificates of Title Volume 9374 Folio 374, Volume 9474 Folio 595, Volume 9522 Folio 381, Volume 9843 Folio 892, Volume 10048 Folio 493, Volume 10389 Folio 197 and Volume 10389 Folio 198 (being all of the land contained in the development known as "Stage 1 Aspect");

**"Owner"** means the Victorian Urban Development Authority or other person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it; and

**"Plan of Subdivision"** means Plan of Subdivision No PS611469N;

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### 1.3. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing a gender include any gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to the "Council" includes its successors and assigns (including its successors as Responsible Authority under the Act);
- (f) a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument;
- (g) headings are for guidance only and do not affect the interpretation of this Agreement.

### 1.4. Proper Law

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.

### 1.5. Commencement

This Agreement begins immediately upon execution by the parties.

### 1.6. Termination

This Agreement will end upon completion by the parties of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act, and in relation to any lot created by the Plan of Subdivision, upon the expiration of 5 years from the date of issue of an Occupancy Permit for a dwelling on that lot under the provisions of the *Building Act 1993*.

### 1.7. Reading Down and Severability

If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

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## 2. COVENANTS

The parties agree as follows:

- (a) Except with the written permission of the Council:
  - (i) the Land shall only be developed in accordance with the Design Controls and the Fencing Controls; and
  - (ii) all buildings constructed on any lot in the Plan must be located within the Building Envelopes.
- (b) Where an owner of the Land (or part of the Land) is a successor to the Owner:
  - (i) all building plans for any buildings to be constructed on the Land shall prior to their submission for approval under the Building Act (whether by the Council or a private building surveyor registered under the *Building Act 1993* (Vic)) be submitted to the Owner for its approval and in deciding whether or not to approve such building plans, the Owner may consult with an appropriate architect or design consultant; and
  - (ii) all plans submitted for approval to the Council or a private building surveyor must be endorsed by the Owner unless the Council's consent in writing is first obtained by the successor to the Owner.

## 3. COSTS OF AGREEMENTS

The Owner will forthwith upon any request or account from the Council or its legal representative pay to the Council the Council's reasonable costs, fees and disbursements in connection with and incidental to the preparation, execution, registration and (if necessary) enforcement of this Agreement or any other Agreement made under Division 2 Part 9 of the Act in respect of the matters referred to in this Agreement.

## 4. GENERAL

The covenants and obligations imposed on the Owner upon commencement of this Agreement will take effect as covenants which shall be annexed to and run at law and equity with the Land and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any relevant part of the Land.

## 5. ACKNOWLEDGMENT

The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.

## 6. FURTHER DOCUMENTS

The parties will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that the covenants and obligations of the parties under this Agreement are fully carried out.

## 7. REGISTRATION

The parties will do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

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# **8. NOTICE**

Any notice or document under this Agreement may be served upon a party to this Agreement by being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or such address as is notified to all parties from time to time) and shall be conclusively deemed to have been served at the expiration of 48 hours from the time of posting.

**EXECUTED** as an agreement.

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

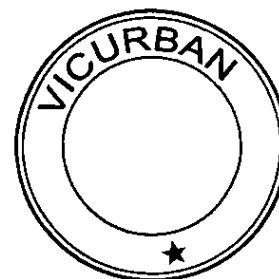
*J. Cussen*

in the presence of:

*[Signature]*

Witness

In accordance with the *Victorian Urban* )  
*Development Authority Act 2003* the Official )  
Seal of the Authority is affixed in the presence )  
of:-



*[Signature]*

General Manager

**ROB VINES**  
**GENERAL MANAGER**

Name: (print)

*[Signature]*

Chief Operating Officer

**DOMINIC ARCARO**  
**GENERAL MANAGER**

Name: (print)

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**ATTACHMENT A – DESIGN CONTROLS**

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vicurban at cardinia road stage one design controls

April 2009 / Version 4

RECEIVED  
18 AUG 2009  
PLANNING DEPARTMENT

Stage One

APPROVED PLAN	
PLANNING AND ENVIRONMENT ACT 1987	
CARDINIA PLANNING SCHEME	
PERMIT No.	T0910038
SHEET	1 OF 23
SIGNED	 CARDINIA SHIRE
DATE	24 August 2009

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STAGE 1 DESIGN CONTROLS - VICURBAN AT CARDINIA ROAD

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congratulations!

Congratulations on purchasing your new home site at Cardinia Road.

Cardinia Road will be a community set amongst expansive open space corridors, parks and a wetland. The development features innovations that set a new standard for design, sustainability, environmental initiatives, community facilities and landscaping.

VicUrban has set design controls for Cardinia Road's modern and contemporary homes, to help to ensure high quality streetscapes and sustainable outcomes such as solar orientation and lower energy consumption in the homes.

The design controls offer a wide choice of colours and materials to assist designers to capture Cardinia Road's distinctive character through the design of homes that work in harmony and complement their environment.

These design controls should be read in conjunction with the:

- Plan of subdivision
- Rescode
- Specific requirements under the Contract of Sale and any Development Agreement nominated in the Vendor's Statement
- Building envelope plan
- Client's design brief

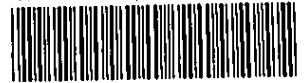
*If you have any queries about this information please contact the Cardinia Road Development Support Officer, located at the Cardinia Road Sales Office, Mary Street, Officer.*

*For more information visit [www.vicurban.com](http://www.vicurban.com)*

## introducing siting and design controls

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### The Benefits of Siting and Design Controls

The overwhelming advantage of the Siting and Design Controls (Controls) is that they provide certainty in relation to development at Cardinia through a straightforward set of objectives, principles and Controls that seek to deliver a positive outcome for you and your neighbours.

The Controls seek to benefit the whole community by making Cardinia Road something special – a better place to live.

The Controls will assist you to solve the design, siting and implementation decisions that you will make when planning your new home at Cardinia Road.

These decisions include:

- 1 How to choose a home that best suits your site's shape, size and orientation.
- 2 How to maximise the benefits of sustainability – solar orientation for lower fuel costs and hot water, and re-usable water management.
- 3 How to decide on a house design solution that is perfect for your family, and which maintains the unique character of the streetscape and Cardinia Road vision.
- 4 How to take full advantage of access to fibre-optic technology and recycled water.
- 5 How to select plant and tree options that enhance your indoor-outdoor living, whilst contributing to the overall harmony of the land and streetscapes.
- 6 How to obtain all the necessary approvals you will need. VicUrban has already obtained key approvals, thereby reducing the need for you to be involved in lengthy approval processes for your house.

### The Structure of the Siting and Design Controls

The following Controls have been created to assist homeowners and builders to design and orient their houses to maximise the natural characteristics of their allotment. These include topography, views, solar orientation, access, privacy, easements and location of services.

The Controls are divided into a number of sections, each relating to a different aspect of your house design. Within each section are objectives and Controls, describing the aim of that section. These may be supported by a series of guidelines, providing direction and advice that should be followed. In the event a specific Control is not met, it must be demonstrated that the overriding objective is achieved. This does not apply if no objective exists.

Design Controls override rescode requirements (clause 54), however where the design Controls are silent on particular rescode requirements, rescode applies.



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## approval procedure

### DESIGN ASSESSMENT COMMITTEE

All home plans and designs must be approved by the Design Assessment Committee (DAC) prior to construction commencing.

The VicUrban-appointed DAC assesses home plan and design submissions to ensure they comply with the Design Controls. The DAC consists of: qualified town planners, architects, urban designers and development managers.

The DAC may decline a submission if, in its opinion, it does not comply with the Design Controls. Alternatively, the DAC may request that the submission be amended in order to obtain Final Approval. Each submission is assessed on its own merits.

The approval process includes two stages of assessment – preliminary and final. The preliminary assessment provides an indication of whether a design is likely to comply with the Controls and, if applicable, advice on how it can be amended to achieve compliance. Any advice about how the design could be improved will need to be addressed by the submitter before the submission is considered again by the DAC. The preliminary check will assist owners in maximising their prospects of gaining final approval and also speed-up the final assessment.

The DAC will make every effort to advise owners of preliminary and final submission outcomes within 10 working days of the submission being received.

In addition to the Design Controls, it is the responsibility of the lot owner to obtain any relevant planning and building approvals from the Responsible Authority (typically local Council).

### WHAT REQUIRES APPROVAL

Written approval from the DAC will be required for three main items:

- Building Design Plans
- External materials and colours
- Landscaping which includes driveway, new crossovers, letterbox, paving and boundary fencing (where applicable)

Other items that require approval from the DAC as part of a dwelling submission include:

- Externally mounted air conditioning units and evaporative coolers
- Outbuildings (garden and storage sheds)
- Solar hot water heaters
- Pergolas, patios and verandahs
- Swimming pools and associated structures
- Rainwater tanks
- Satellite dishes and communication devices

Owners may require an additional DAC approval for any of the above items that are added to dwellings after initial construction. Plans will be required for consideration by the DAC if any of the above items can be seen from the public space or are not consistent with the Design Controls.

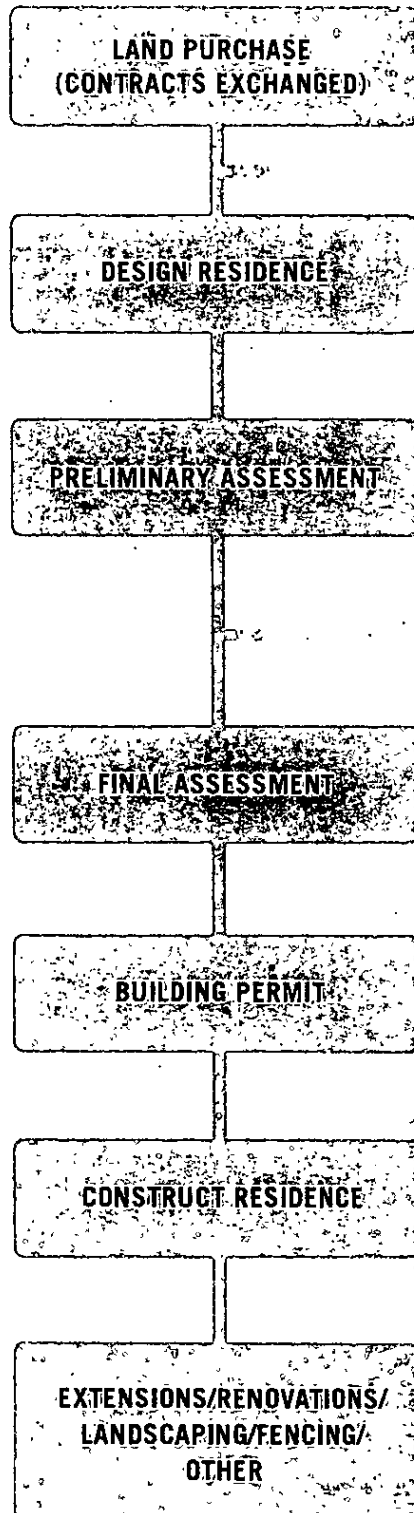
Any extensions or major renovations to an existing dwelling will require written approval from the DAC.

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**APPROVAL PROCESS – INDICATIVE FLOW CHART**



Builder/Designer to undertake Site Analysis

**References:**

- Aurora Design Controls
- Planning and Building Regulations

- Discuss with the Estate DAC representatives
- Refer Submission Checklist

Make amendments as required by Estate DAC representatives

- Refer Submission Checklist
- Allow 10 business days for assessment
- Final Approval granted by DAC

Building approval granted by your Building Surveyor

Ensure compliance with Council local and by-laws, building permit requirements and Aurora Design Controls

Approval from DAC required prior to undertaking these works



## how to position your house on your land

### 1.01 HOUSE DENSITY

#### Control

- 1 Only one house can be constructed per lot, except where noted on the building envelope plans as dual occupancy sites, subject to Council's approval.

### 1.02 MAXIMUM SITE COVERAGE

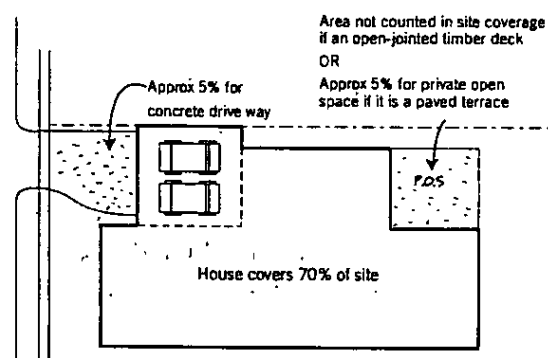
#### Objective

To ensure that houses at Cardinia Road do not crowd one another by covering an excessive area of their lots.

#### Control

- 1 The maximum allowable site coverage for front vehicle-loaded houses is 70%, regardless of the extent of the area indicated on the Building Envelope Plan. (figure 1)
- 2 The maximum allowable site coverage for rear or side vehicle-loaded houses is 75%.
- 3 No more than 80% of the total site may be covered by impervious materials. Impervious materials include concrete driveways, pavements and paved or tiled ground level terraces, as well as the area covered by your house and garage or carport and structures such as garden sheds and workshops.

FIGURE 1

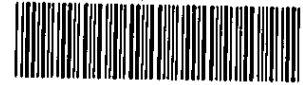


## how to position your house on your land

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### 1.03 BUILDING ENVELOPES

#### Objective

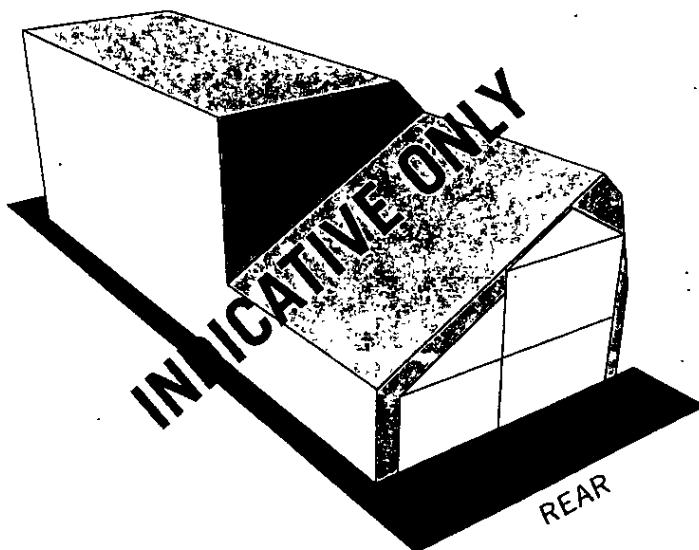
The building envelopes are illustrated by plans with nominated setbacks from each of the boundaries and vertical profile diagrams showing the required boundary setbacks at various heights.

Each lot has a unique building envelope, please refer to your lot's individual building envelope plan and profile diagrams.

#### Controls

- 1 Houses must be constructed within the vertical and horizontal area set out on the Building Envelope Plan.
- 2 On east-west detached housing lots the garage and one room may have a zero setback to the north side, unless otherwise specified on the Building Envelope Plan.
- 3 The height of houses must not exceed 9m above natural ground level.
- 4 Garages built to boundary must have a zero setback or alternatively a min. of 1m setback.

**FIGURE 2 - BUILDING ENVELOPE**



- Stipulated Building Setbacks and Height restrictions, create a 3 dimensional BUILDING ENVELOPE, which designates the vertical and horizontal area, in which the home can be constructed, on any particular allotment.

- This BUILDING ENVELOPE has been determined to minimise any negative impact that neighbouring houses may have on one another and to encourage the maximum use of any "North Orientation" available to the home.

**Refer to your individual lot's building envelope plan and profile diagrams.**



## how to position your house on your land

### 1.04 YOUR PRIVATE OPEN SPACE AND PRINCIPLE LIVING ROOM

#### Objective

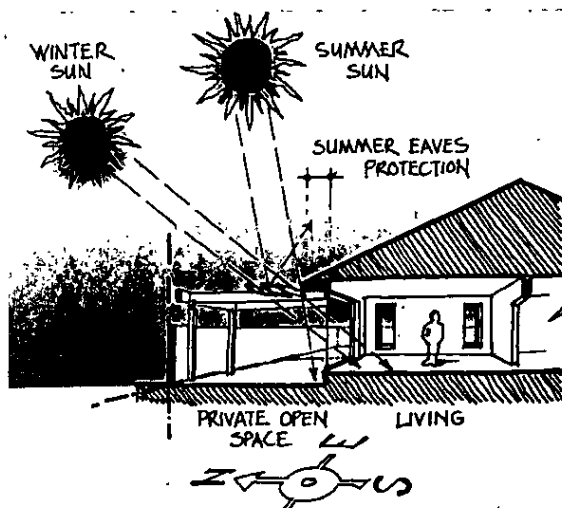
Living areas may be oriented north to face on to private open space, optimising solar access into the principle living area, and ensuring a convenient connection between interior living spaces and exterior private open space. (figure 3)

Secluded private open space needs to be of a dimension which will allow you to use it comfortably with tables, chairs and enough room to move around. To capture natural heating with winter solar gain and increase energy efficiency.

#### Controls

- 1 Secluded private open space of min. 25m<sup>2</sup> must have direct access to a living space and a min. 6.4m<sup>2</sup> of glazed windows facing north (figure 4). A minimum of 2m must be provided between the north facing windows and the lot boundary immediately opposite where applicable.
- 2 On lots with a south facing backyard, the secluded private open space of min. 25m<sup>2</sup> must be located to the north, east or west of a living space which is also oriented in that direction, with glazing and direct access provided between these spaces. (figure 5)
- 3 For lots with frontages less than 14m, the minimum dimension for secluded private open space is 4m.
- 4 For lots with frontages equal or greater than 14m, the minimum dimension for secluded private open space is 5m.
- 5 Secluded private open space must not be roofed but may be shaded by a max 1m wide roof eave or pergola. (figure 6)

FIGURE 6 PRIVATE OPEN SPACE – TO LIVING ROOM



- To assist in achieving a comfortable living environment, the private open space is not to be covered with a roof, as this prevents the benefits of Winter Sun penetration.
- If a Pergola is included, angled louvres should be used to block Summer Sun and Allow Winter sun penetration.
- An eave or similar shade device of at least 450mm depth is required. (section 2.03)

FIGURE 3

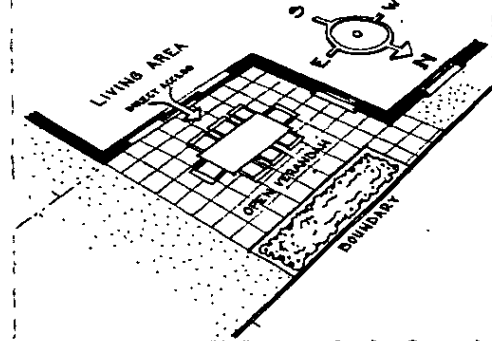


FIGURE 4

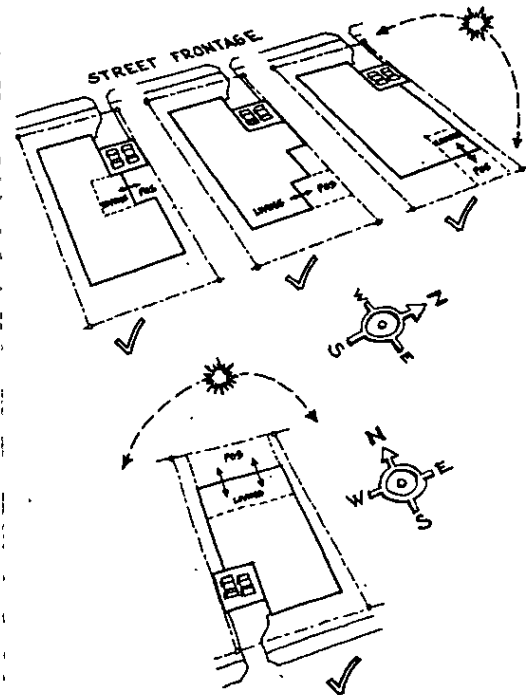
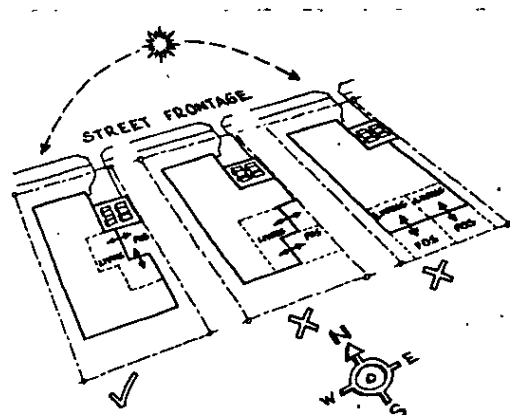


FIGURE 5





# how to position your house on your land

## 1.05 HOW GARAGES SHOULD BE POSITIONED ON YOUR LAND

### Objective

Garages are to be designed to ensure they do not dominate the streetscape while ensuring an appropriate level of access is provided. For the purposes of these controls a 'garage' may include an attached or separate garage or carport or any combination of both.

### Controls

- 1 Each lot must have a garage or carport for at least one car, and allow for another car to be parked in the driveway without extending over the footpath, unless otherwise specified within the building envelope plan.
- 2 Lots providing vehicle entry off a secondary street or rear laneway must provide a double garage.
- 3 Unless otherwise noted on the building envelope plan, garages must be set back a min. of 5.5m (figure 7) from the front boundary. Garages with the opening perpendicular to the street from which they are served are not allowed on corner lots.
- 4 Lots less than or equal to 10.5m width are limited to a single car width garage when fronting the principal street frontage (figure 8). On such lots double car width garages are permitted only on the side street or laneway.
- 5 On corner lots, the garage must be setback at least 5.5m on the short frontage, or 3m from the rear boundary (figure 9).
- 6 Subject to Control 7, garages must be setback 1m or greater from the front building line (figure 10), unless a side access garage is used. (figure 9)
- 7 Double garages accessed via a side laneway setback is zero. If accessed via a side street the min. garage setback is 2m.
- 8 Garage width facing the street must not exceed the less of half the width of the lot or 6m.
- 9 Notwithstanding the above, garages may be constructed flush with the front building line of dwellings where the façade is greater than or equal to 13 metres in width, and only where verendahs, eaves and balconies or similar structures are provided to the front façade. (figure 11)

FIGURE 7

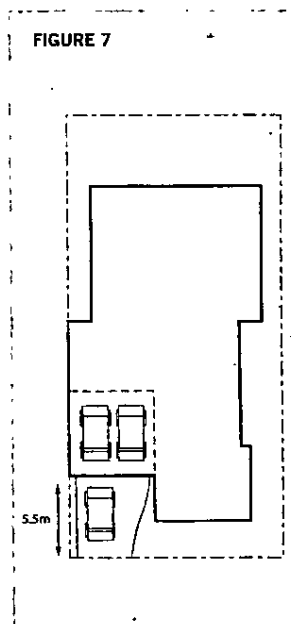


FIGURE 8

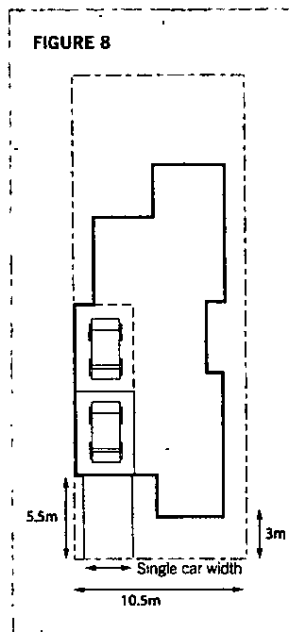


FIGURE 9

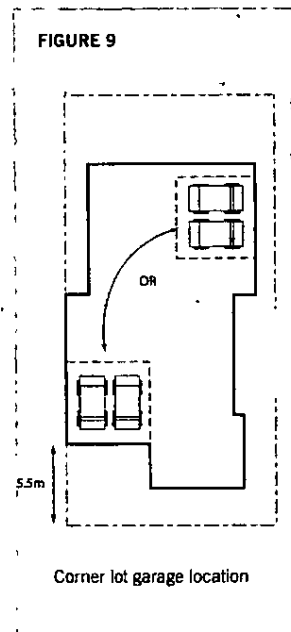


FIGURE 10

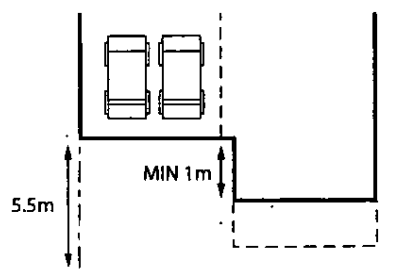
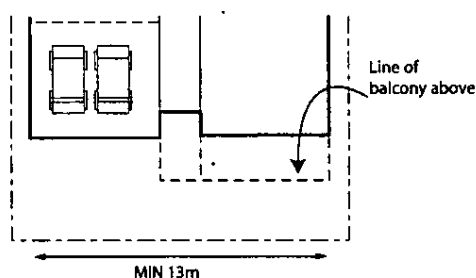


FIGURE 11



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## how to position your house on your land

### 1.06 ALLOWABLE ENCROACHMENTS

#### Objective

Encroachments outside the building envelope are to be minimised and limited to architectural features and/or building services.

#### Controls

- 1 Verandahs, porches, pergolas, decks and landings (less than 800mm in height) or similar may encroach up to 1.5m into the front setback.
- 2 Chimneys, verandahs, sunblinds, screens which prevent direct overlooking, flue, domestic fuel/hot water storage tanks and heating and cooling equipment may encroach up to 500mm into front, side and rear setback.
- 3 Eaves may encroach up to 500mm into front, side and rear setbacks provided a 500mm gap is retained between the outside face of the eaves gutter and the boundary of the allotment.
- 4 Domestic water tanks may encroach into the front and side street setback by up to 500mm.
- 5 Other items with the approval of the DAC.

### 1.07 Houses with Frontage to Public Open Space

#### Objective

To ensure the safety of public open space – including streets, pedestrian paths and parks – it is important that houses adjacent to these areas face them and provide surveillance with windows from habitable rooms.

#### Controls

- 1 Houses with frontage to public open space must have habitable rooms with windows facing the public open space and address these areas by way of design and window placement.

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## the presentation of your home

### 2.01 FAÇADE DESIGN

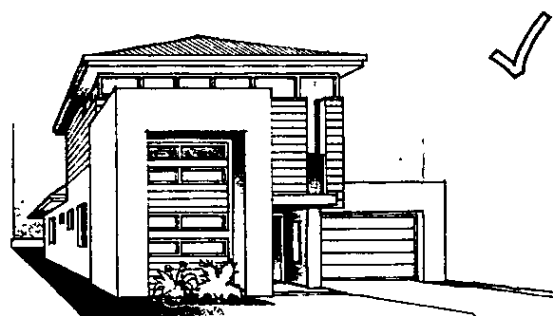
#### Objective

The façade of a home should provide an attractive composition of building elements such as windows, doors, balconies, verandahs, porticos, shade structures, materials and colours. Within VicUrban projects, homes are distinguishable from other developments as all homes have a contemporary composition of architectural elements.

#### Controls

- 1 Façades must be contemporary in style.
- 2 Façades must not include historic styles, or unnecessarily decorative replication housing styles such as Colonial, Georgian, Victorian or Federation.
- 3 The façade may not be continuously straight for more than 6.5m.
- 4 The transition from ground floor to top floor wall must be broken with architectural details such as a balcony and/or other protrusions to articulate the front façade.
- 5 If parapets are used on the front façade they may be returned to the side elevation by a min. of 1.5m.
- 6 The design of garages and carports must ensure that they are an integral component of the house and roof form.
- 7 The max width of the garage/carport door is 3m for lots less than or equal to 10.5m where the garage opening fronts the street address, and 6m for all other situations.
- 8 All houses must have an entry verandah, porch or other entrance feature at the main door to provide weather protection. This feature must have a min. area of 3m<sup>2</sup> and a min. width of 1.5m. (figure 13)
- 9 Verandahs, porches and pergolas must be designed to integrate with the overall style of the house.
- 10 Shade structures such as canvas blinds and awnings, fixed window awnings and hoods, vertical and horizontal blades must integrate with the house in material and colour.
- 11 All screens and feature walls must be integrated into the house design.
- 12 A house constructed on a corner lot must address both streets with habitable rooms and façade treatments similar to the principal street frontage.
- 13 On a corner lot the house must be designed to include elements of the front façade for at least 6m of the façade facing the side street. These may include window features, roof form, return verandahs, balconies or material finishes.
- 14 On any lot with a side and/or rear to public open space or pedestrian paths, the house must be designed to include façade elements on those sides of the house.
- 15 Any homes of identical facade design must not be constructed within three lots of each other along a streetscape.

FIGURE 12



- Clear separation of simple forms.
- Separate upper roof from wall through use of glass or shadow features.
- Entry porch and feature wall to be highlighted in colour, material and detail.
- Integrate specific landscape features



- Façade is over articulated with too many elements
- Introduction of reference to traditional decorative elements are not permitted.





## 2.02 MATERIALS

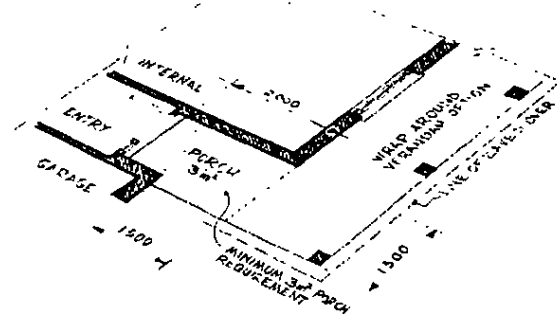
### Objective

A varied yet complementary mix of materials and textures must be used in the external wall treatments to provide diversity to the built form.

### Controls

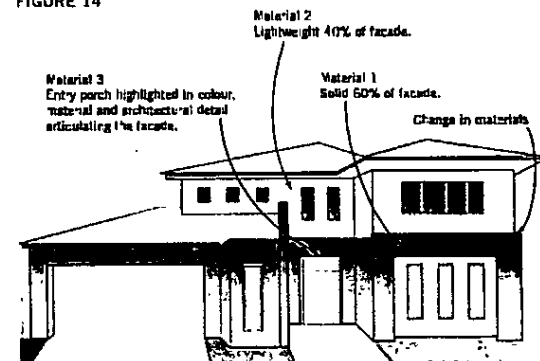
- 1 All materials and colours must be selected from the Cardinia Road external Materials, Colour and Finishes Palette.
- 2 A selection of two primary materials (solid and lightweight) must be used to articulate the façades, with one colour for each. (figure 14)
- 3 Highlight materials or colours may be used in small areas.
- 4 The solid primary material must be used for approximately 60% of the façade surface and the lightweight material use for approximately 40% of the façade surface, not including windows on both the primary and secondary frontages.
- 5 If render is used as a façade material it must be returned to the side elevation a min. of 1.5m, unless it is used only as a highlight material.
- 6 Imitation finishes such as vinyl brick sheeting are not permitted.
- 7 Glazing must be clear, or tinted non-reflective glass. Reflective films are not permitted.
- 8 Garage doors must be panellised with horizontal or vertical joint lines, with no feature panels, and must integrate with the house in colour and material.
- 9 Steel roller doors may be used where they have a flat panellised profile and a factory applied paint finish. Raw zincalume finishes, or hand painted doors are not permitted.
- 10 Side access garages must be treated to match the front of the house, and the wall facing the street must include some degree of articulation in the form of fenestration, materials and/or permanent landscape.

FIGURE 13 - PORCH PLAN



- A porch area can be expanded to form part of a "wrap around" verandah feature, or as part of any other local entrance feature.
- Ideally the porch is designed as a focal, entry feature, at the setback between the Garage and the front of the house.

FIGURE 14



In this example the transition from ground to first floor walls are marked by material and colour change. The transition is also marked with a change in the articulation of the wall line. Note that the window frame material, floor of porch and garage door material do not count in the material change requirement.

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STAGE 1 DESIGN CONTROL

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## the presentation of your home

### 2.03 ROOF FORM

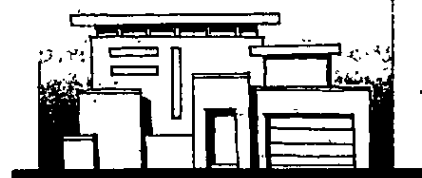
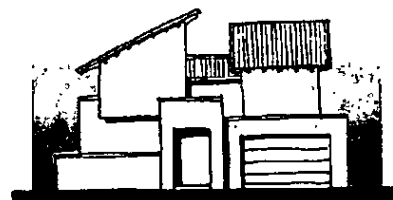
#### Objective

Consistency in roof form and colour is a key element of tying together an attractive streetscape. Roof forms should read as strong elements from street level. Attention to detail, form and proportion are important to successful roof designs. (figure 15)

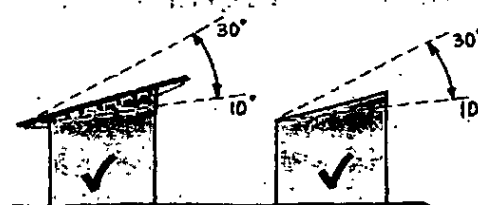
#### Controls

- 1 Roof forms can be low pitched, skillion, gable end, flat or hip roof form provided they are integrated with the building design, but require some articulation to the front of the main roof mass.
- 2 Pitched roofs must be between 20 and 30 degrees from the horizontal.
- 3 Skillion roofs must have a pitch between 10 and 30 degrees.
- 4 Flat roofs of 1– 5 degree pitch are permitted provided the pitch of the roof is screened by a parapet or fascia.
- 5 Roof eaves must be provided on the front façade and side walls up to a min. of 1.5m behind front façade where pitched or skillion roofs are used. They must be at least 450mm wide measured from the wall to the eaves fascia.
- 6 VicUrban will consider non-conventional roof designs, such as curved forms, on merit.
- 7 The roof material may be Colourbond or similar, low profile terracotta, concrete tiles or slate (either natural or artificial).
- 8 The roof colours may be selected from the Cardinia Road external Materials, Colours and Finishes Palette.
- 9 Rainwater fixtures such as gutters, downpipes and rainheads must be integrated with the gutter in colour, form and material. They must be minimised on the street façade, and where possible located on the side of the house.

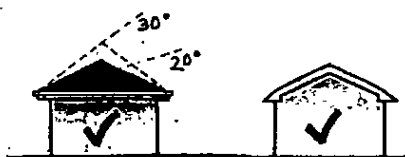
FIGURE 15



#### BALANCED COMPOSITION



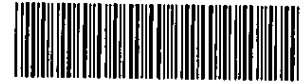
#### EAVED SKILLION GABLED SKILLION



#### HIPPED FORM PITCHED GABLE



#### FLAT EAVED FORM PARAPET



## 2.04 SERVICE EQUIPMENT, SHEDS AND SIGNAGE

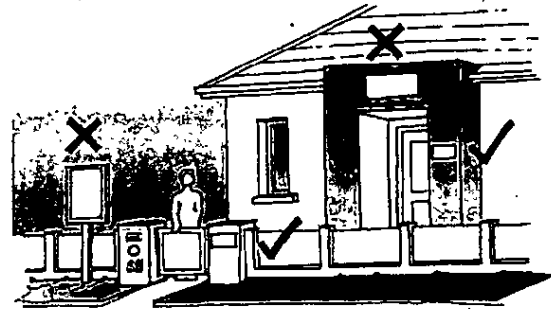
### Objectives

Service equipment must not clutter the appearance of a house and detract from the streetscape. With careful design, service equipment can usually be placed out of view.

### Controls

- 1 Any external service equipment and fixtures will require the DAC's approval if it's to be in a location visible from the public realm.
- 2 Switchboards and Meter boxes must be located in garages, or where required by authorities to be external, must be to the side of the house at low height. Fibre to the Home telecommunications cabinets must be located in accordance with VicUrban's Fibre to the Home Controls. (section 3.05)
- 3 Garden taps must be located to the side of the house.
- 4 Satellite dishes, antennae or external receivers must be located on the rear half of the house to minimise visibility from public view.
- 5 Roof, wall and window mounted air-conditioning units and evaporative cooling machinery must not be located to the front of the house or be visible from public areas. If located on the roof, they must be positioned below the ridge line, to the middle of the roof and coloured to match the roof.
- 6 Where solar hot water systems and photovoltaic cells are installed they must be located on roof pitches that maximise their efficiency and integrate with the roof form. Where possible, locate supporting and ancillary structures, such as frames and water storage tanks within the roof cavity or at ground level.
- 7 General service areas such as garden sheds and rubbish bin storage areas must be located and designed so that they are not visually intrusive to neighbours or the street. Shade for bins should be maximised to minimise rubbish odours.
- 8 Structures for garden sheds and rubbish bin storage areas may not be more than 2.4m high, and where such structures are more than 10m<sup>2</sup> in area they must match the appearance of the house in form, wall and roof materials, and should be approved by the DAC prior to construction.
- 9 External space for washing lines may be provided in well ventilated areas near the laundry and must not be visible from the street.
- 10 Signs for house names or home businesses must not exceed 0.2m<sup>2</sup> in area, with a maximum dimension of 0.6m. (figure 16)

FIGURE 18 - SIZE OF SIGN



Signage is to be within the maximum dimensions stated, and mounted in a reasonably discreet manner, on the front elevation or gate post.

## how to maximise sustainability in your house design and lifestyle

### 3.01 ENERGY RATING

#### Objective

Homes at Cardinia Road must achieve a minimum 6-Star energy rating, as assessed by accredited professionals using energy-rating software recommended by Sustainability Victoria.

By encouraging the utilisation of the following siting and design principles, comfort and energy savings can be achieved:

- Appropriate siting to allow good solar access
- Correctly orientated and sized windows
- Careful selection of building materials
- Good insulation
- Ventilation
- Draught proofing
- Energy efficient appliances
- Energy efficient lighting and heating
- Energy efficient cooling and hot water systems

Note: 3.01 Energy rating control is above the Victorian Government's 5-Star Energy Regulation.

#### Controls

- 1 All residential houses must meet a minimum 6-Star energy rating. An assessment report from an accredited energy rating consultant must be submitted with the design approval application.

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## How to maximise sustainability in your home design and lifestyle

### 3.02 SUN SHADING

#### Objective

Ensuring that your windows are protected from the harsh summer sun, but receive valuable winter solar gain, is an important part of designing enjoyable, liveable and environmentally sustainable homes that require less heating and cooling. This will also assist in achieving the required energy rating. (figure 17)

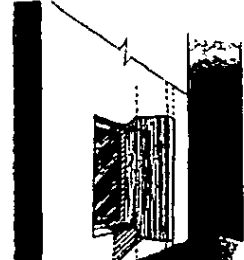
#### Controls

- 1 The sill and head levels of habitable room windows (ie not kitchens, bathrooms, WCs, laundries, and stores) must be set to maximise winter solar gain and avoid permanent shade from obstructions (including adjoining buildings, side fences and roof eaves).
- 2 Windows (excluding utility windows) facing east and west must have shading to protect from the summer sun, this must include a side projection of a min. 450mm depth on the south side of the opening for windows up to 1m in width or similar shading device.
- 3 Windows (excluding utility windows) facing north must have shading to protect from the summer sun, this must include a top architectural projection of a min. 450mm depth for windows up to 1m in height or similar shading device.
- 4 Fixed window hoods, canvas blinds, awnings, pergolas and landscape may be used in lieu of architectural projections with DAC approval.
- 5 Roll down security shutters are not permitted.
- 6 North and west facing windows may be deemed to be effectively shaded by the building form itself, if the plan and section can be shown to achieve it.

FIGURE 17



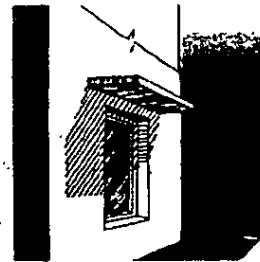
A standard pitched roof eave of a min. of 450mm extension provides good shade and upper wall protection from the elements.



For East and West facing windows a Vertical Canopy (Fin) is required on the South side of the opening. This is effective against the low, early morning and late afternoon Summer Sun.



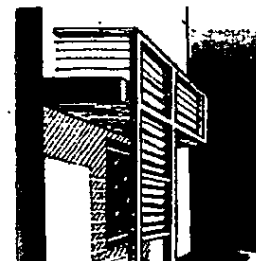
An articulation of the façade or Building Form can be used to create attractive, horizontal or vertical overhangs to windows. These will provide the required shading from either the North sun (horizontal overhang) or East and West sun (vertical overhang)



A simple cantilevered, or strapped, Sun Canopy (louvered or solid)



A simple Pergola, with sun battens/louvers can provide welcome shade for North facing openings, as well as an attractive, banded shadow on the façade.



Balustrades or feature and planting screens, can be incorporated into the architecture to provide the required shading to the buildings openings.

STAGE 1 DESIGN CONTROL

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## How to minimise sustainability in your house design and life

### 3.03 HEATING AND COOLING APPLIANCES

#### Objective

To assist residents reduce their resource consumption through the installation of energy efficient appliances.

#### Controls

1 Heating and cooling appliances must have a minimum star rating as outlined below:

- Gas convection heater = 4 star
- Central ducted = 5 star\*
- Hydronic heating is encouraged. Although this type of heating does not have a star rating it provides a comfortable radiant heat that is energy efficient
- Reverse Cycle <2kW = 4 star cooling and 4 star heating
- Cooling appliances <2 kW = 4 stars
- Cooling appliances 2-4 kW = 5 stars
- Cooling appliances 4-6 kW = 4 stars
- Cooling appliances 6-7 kW = 3.5 stars
- Where split system airconditioners are used these should be inverter systems to ensure greater efficiency.

Note: The minimum star ratings for the appliances vary due to their output range

\*Where ducted heating is installed a minimum duct insulation level of R1.5 is to be used.

To find manufacturers contact details of the appropriate star rated products, please visit:

[www.energyrating.gov.au](http://www.energyrating.gov.au)

### 3.04 ENERGY EFFICIENT LIGHTING

#### Objective

To assist residents to select light fittings which make significant reductions in energy consumption.

#### Controls

- 1 All light fittings listed below that are installed into homes at Cardinia Road are to allow a compact fluorescents lamp or LED's, including:
  - Downlight fittings
  - Pendant and wall mounted fittings
  - External light fittings and garden lights

Dedicated fluorescents light fittings are exempt.

External light fittings should not result in excessive light spill. Uplights should be avoided.

### 3.05 FIBRE TO THE HOME

#### Objective

To provide residents with connection to telephone, television and internet services, houses will be provided access to VicUrban's Fibre to the Home telecommunications network.

#### References

- 1 Refer to VicUrban's Fibre To The Home Controls.

### 3.06 ENERGY METERING

#### Objective

To assist residents to understand the amount and nature of their energy consumption.

#### Controls

- 1 Builders must install an energy metering device which provides for an in-home display that demonstrates household energy use and greenhouse gas emissions to the user.

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STAGE 1 DESIGN CONTROLS - VICURBAN AT CARDINIA ROAD

## How to incorporate sustainability in your house design and lifestyle

### 3.07 RECYCLED WATER

#### Objective

To assist residents reduce their potable water consumption, houses will be provided access to Class A recycled water for toilet, front and rear garden use.

#### Controls

- 1 House designs must provide for connection to the Class A recycled water main (commonly known as the Third Pipe). The Third Pipe must be used for connection to all toilets, laundry and front and rear garden irrigation and will be mandatory for each house. Until Class A water is available, potable water will be used in the Third Pipe, and consequently normal water restrictions will continue to apply to water provided through the third pipe network.

### 3.08 WATER EFFICIENCY

#### Objective

Reducing the consumption of potable water and encouraging efficient water use practices are an important part of sustainable living.

#### Controls

- 1 All water fixtures and fittings listed below that are installed into homes at Cardinia Road are to meet the following minimum mandatory Water Efficiency Labelling Standards (WELS):

- Lavatories = 5 stars
- Shower heads = 3 stars
- Taps (internal only) = 6 stars

WELS is the Federal government run Water Efficiency Labelling Standards Scheme designed to promote water efficiency through water efficient appliances and fixtures.

For details on water using products that carry a WELS rating label please visit:

[www.environment.gov.au](http://www.environment.gov.au)

#### Recommendation

1. Washing machines achieving a 4 star WELS
2. Dishwashers achieving a 4 star WELS

### 3.09 MATERIALS AND WASTE MANAGEMENT

#### Objective

Construction materials can vary significantly in the environmental impact which they make. Sustainable waste management practices will help to protect the aesthetic appearance of the Cardinia Road community during the construction period as well as reduce the requirement for landfill.

#### Controls

- 1 The disposal of construction and household waste is a key aspect of the sustainable community. Builders must adhere to the Cardinia Road Builder's Code of Practice.

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STAGE 1 DESIGN CON



## how to landscape your home

### 4.01 FENCES

#### Objective

Consistency in fencing contributes to a strong sense of streetscape.

#### References

- 1 Refer to Cardinia Road's Fencing Controls.

### 4.02 DRIVEWAYS

#### Objective

The size, material and number of driveways in a street can have a big impact on a street.

#### Controls

- 1 Only one driveway is permitted per lot.
- 2 The driveway must not be wider than the garage door at the line of the garage, or wider than the crossover at the property boundary.
- 3 The driveway must be offset at least 450mm from the nearest side boundary for landscaping, irrespective of whether the side boundary is fenced or not.
- 4 Concrete driveways must be constructed with integrated coloured or exposed aggregate from the approved palette for Cardinia Road. Other materials will be assessed on merit.
- 5 Driveways must be constructed prior to occupancy.
- 6 The construction of driveways must not cut through existing footpaths.
- 7 The location of crossovers are fixed and must not be altered unless approved by the DAC. The cost of the relocation and associated landscaping works will be borne by the lot owner.

### 4.03 LETTER-BOXES

Letter boxes, like other fixtures such as fences and lightpoles can have a big impact on the streetscape if they are not properly integrated. At Cardinia Road, the design of letter boxes should complement your house.

#### Controls

- 1 Letter boxes must complement the front façade of the home in materials, style and colour.
- 2 Letter boxes must meet Australia Post standards and requirements.

### 4.04 FRONT YARD LANDSCAPING

#### Objective

Residents must complete front landscaping within six months of obtaining Certificate of Occupancy.



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## conditions

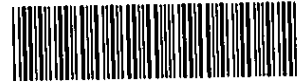
### 5.0 OTHER CONDITIONS

- 1 VicUrban reserves the right to apply, vary or waive the Controls or any aspect of the Controls at its absolute discretion.
- 2 Prior to construction commencing, all land owners are to:
  - Submit evidence that an Asset Protection Permit has been obtained.
  - Erect a temporary fence around the perimeter of the lot, providing only one vehicle entry/access point.
- 3 If any damage is caused to the public realm (including footpaths, kerbs, nature strips and planting) during the construction of your house and landscape, the lot owner will be liable for the full cost of the rectification.
- 4 Any rectification works must be carried out by a contractor approved by VicUrban. VicUrban reserves the right to carry out the works itself and invoice the lot owner for the cost of the works.
- 5 If there is any inconsistency between the Controls and any other documentation then the Controls prevail unless otherwise specifically notified in writing by VicUrban.
- 7 The Controls will apply to the home site until such time as removed by VicUrban.

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## submission checklists

Please ensure that all essential information is included in submissions to the DAC. This is important to avoid unnecessary delays due to lack of information and incomplete submissions.

### PRELIMINARY ASSESSMENT

Required information for inclusion in submission for Preliminary Assessment

Site Plan
Floor Plan
All Elevations
Design Controls Assessment Checklist

- 1 Must comply with Aspect Fencing Controls
- 2 Must comply with Aspect FTTH Controls
- 3 Must comply with Aspect Landscape Design Controls and Landscape Guidelines
- 4 Must comply with Aspect External Materials, Colour and Finishes Palette

### FINAL ASSESSMENT

Required information for inclusion in submission for Final Assessment

Cover letter
Site Plan at A3 (1:200 Scale)
<input type="checkbox"/> Dimensions and areas of proposed building structures
<input type="checkbox"/> Setbacks to all boundaries and private open space dimensions
<input type="checkbox"/> Original and proposed finished ground levels, including changes in level
<input type="checkbox"/> Allotment boundaries, dimensions, areas and north point
<input type="checkbox"/> Driveway, parking areas and all hard surfaces (including paving)
<input type="checkbox"/> Location of services
<input type="checkbox"/> Existing trees and posts
<input type="checkbox"/> Details of boundary fencing and return fences and gates <sup>1</sup>
Floor Plans, Roof Plan and Elevations at A3 (1:100 Scale)
<input type="checkbox"/> Calculations for building area
<input type="checkbox"/> Calculations for site coverage
<input type="checkbox"/> Internal layout including rooms, balconies, verandahs, decks, windows, openings and dimensions
<input type="checkbox"/> Elevations from four sides, indicating proposed building height
<input type="checkbox"/> Roof form and pitch
<input type="checkbox"/> Sections
<input type="checkbox"/> Telecommunications cabling plans including location of FTTH
<input type="checkbox"/> Telecommunications cabinet and location and type of wall plane connectors. <sup>2</sup>
Shadow and Overlooking Diagrams (only for double storey dwellings)
Landscape Plan A3 (1:100 Scale)
<input type="checkbox"/> Details on materials used (i.e crushed rock, organic mulch, pavers)
<input type="checkbox"/> Details on plants selected
<input type="checkbox"/> Location of trees, pavers, lawn, mulch etc
Materials and Colour Schedule
<input type="checkbox"/> Building materials proposed to be used for external walls, roofing, pathways, driveways, fencing and retaining walls
<input type="checkbox"/> Colour schedule for external walls, roofing, pathways, driveways and fencing
Energy rating
<input type="checkbox"/> Energy rating report demonstrating achievement of requirement of Controls
<input type="checkbox"/> Notes explaining any assumptions that were made by the assessor and may have to be taken into account in the verification of the report.
5 Design Controls Approval Checklist
<input type="checkbox"/> All plans/diagrams within the final assessment application package have been initialised by the owner and builder.

Submit the Primary Assessment application package and the Final Assessment application package to the Aspect Development Support Officer, located at the Aspect Sales Office, Mary Street, Officer



# design control approval checklist

Before submitting your preliminary assessment package, please indicate whether your proposal complies with the design controls by circling Y, N or N/A. Space for comments has been provided.

Purchaser's Name

Contact Number

Lot Number

Street Address

Builder's Name

Contact Number

OFFICE USE ONLY

Received By (Initials)

Date Received

## HOUSE DENSITY

1 ☐ Y ☐ N ☐ N/A

## MAXIMUM SITE COVERAGE

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

## BUILDING ENVELOPES

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

## YOUR PRIVATE OPEN SPACE AND PRINCIPLE LIVING ROOM

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

5 ☐ Y ☐ N ☐ N/A

## HOW GARAGES SHOULD BE POSITIONED ON YOUR LAND

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

5 ☐ Y ☐ N ☐ N/A

6 ☐ Y ☐ N ☐ N/A

7 ☐ Y ☐ N ☐ N/A

8 ☐ Y ☐ N ☐ N/A

9 ☐ Y ☐ N ☐ N/A

## 1.06 ALLOWABLE ENCROACHMENTS

1 ☐ Y ☐ N ☐ N/A

## ALLOWABLE ENCROACHMENTS CONT.

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

5 ☐ Y ☐ N ☐ N/A

## HOUSES WITH FRONTAGE TO PUBLIC OPEN SPACE

1 ☐ Y ☐ N ☐ N/A

## FAÇADE DESIGN

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

5 ☐ Y ☐ N ☐ N/A

6 ☐ Y ☐ N ☐ N/A

7 ☐ Y ☐ N ☐ N/A

8 ☐ Y ☐ N ☐ N/A

9 ☐ Y ☐ N ☐ N/A

10 ☐ Y ☐ N ☐ N/A

11 ☐ Y ☐ N ☐ N/A

12 ☐ Y ☐ N ☐ N/A

13 ☐ Y ☐ N ☐ N/A

14 ☐ Y ☐ N ☐ N/A

15 ☐ Y ☐ N ☐ N/A

## MATERIALS

1 ☐ Y ☐ N ☐ N/A

2 ☐ Y ☐ N ☐ N/A

3 ☐ Y ☐ N ☐ N/A

4 ☐ Y ☐ N ☐ N/A

5 ☐ Y ☐ N ☐ N/A

## 2.02 MATERIALS CONT.

6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### ROOF FORM

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### SERVICE EQUIPMENT, SHEDS AND SIGNAGE

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### ENERGY RATING

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### SUN SHADING

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### HEATING AND COOLING APPLIANCES

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### ENERGY EFFICIENT LIGHTING

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### FIBRE TO THE HOME

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### ENERGY METERING

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### RECYCLED WATER

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

### WATER EFFICIENCY

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

### MATERIALS AND WASTE MANAGEMENT

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

### FENCES

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

### DRIVEWAYS

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### LETTER-BOXES

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### FRONT YARD LANDSCAPING

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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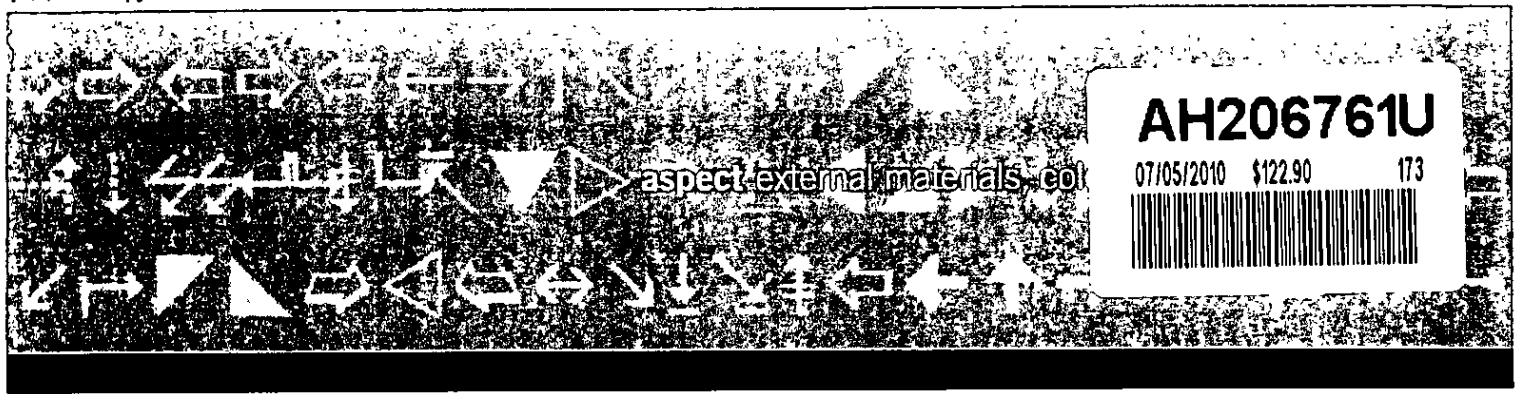
STAGE 2 DESIGN CONTROLS - ASPECT

**AH206761U**

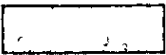
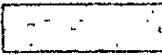




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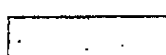

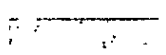


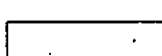



NOTES







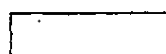
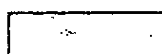


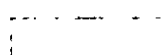


#### ROOF COLOUR ▶

Dune <sup>TM</sup>		Shale Grey <sup>TM</sup>	
Windspray <sup>TM</sup>		Stormgrey <sup>TM</sup>	
Gunmetal <sup>TM</sup>		Mineral <sup>TM</sup>	

#### BASE COLOUR ▶

Dulux Blue Jasmine		Dulux Army Issue	
Dulux Calf Skin		Dulux Linseed	
Dulux Napkin White		Dulux Lilum Two	
Dulux Silkwort		Taubmans Rouge Royal	
Dulux Pale Green Tea		Dulux Lexicon	
Dulux Tangent		Taubmans Firethorn	
Dulux Fair Bianca		Taubmans Warm Ochre	
Dulux Fair Bianca			

#### ACCENT COLOUR ▶

Dulux Blue Jasmine		Taubmans Huntington Green	
Dulux Night Wizard		Dulux Blue Ribbon	
Dulux Liddell		Taubmans Green Plaza	
Dulux Facemark		Taubmans Pesto Green	
Dulux Egyptian Gold		Dulux Army Canvas	
Taubmans Waldorf Green			

The choice of external colours and the selection of materials must relate to the colours and textures of the Officer landscape.

The principal or base must be relatively neutral and light in tone with stronger highlight colours used on 'attached' or projecting elements such as screens, shutters, sunshades, pergolas, porches, balconies and surrounds to openings or as a darker recessive tone to upper level lightweight elements. Exceptions will occur where natural stone is chosen as a base.

Earth colours for base masonry are encouraged.

- External materials can include rendered or bagged masonry (painted or pre-coloured), smooth face brickwork (max 60% to front elevation) "ecoply", weatherboarding, CFC panels, glass, and metal cladding such as custom orb, zinc, copper and stainless steel. Use of natural stone is encouraged together with other natural materials.
- Upper storey materials must be selected from the lightweight range of above materials such as weatherboard or metal cladding.
- Dull non-reflective metal sheeting or concrete roof tiles for roofs is preferred in pale colours, eg Dune, Shale Grey, Windspray, Stormgrey, Gunmetal or Mineral.
- The use of contrasting lightweight and solid materials is encouraged - up to 40% of facades must be lightweight. Masonry elements are to be for lower building levels.
- Mirror glass is not permitted. Glass should have less than 20% reflectivity.
- Above ground rainwater tanks should be integrated with buildings they adjoin (eg colour/material). Corrugated colourbond ('aquaplate') is preferred. Plastic tanks in bright or contrasting colours are strongly discouraged.
- Driveways must be constructed using exposed aggregate concrete, coloured concrete, slate or natural stone pavers. A matt (non shiny or reflective) finish must be achieved. Other materials / finishes may be assessed on merit.
- A muted colour that complements the base colour of the house must be used for driveways. Plain (uncoloured) concrete or bright coloured driveways are not acceptable.

Alternative materials, colours and finishes will be considered. Approval will be at the absolute discretion of the Design Assessment Committee.

These colours are indicative only and may vary from the actual paint colours. VicUrban recommends that purchases inspect actual paint colours prior to making any selection.

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**ATTACHMENT B – FENCING CONTROLS**

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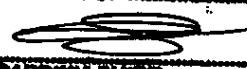
07/05/2010 \$122.90 173



vicurban at cardinia road fencing controls

July 2009 / Version 3

RECEIVED  
18 AUG 2009  
PLANNING DEPARTMENT

APPROVED PLAN	
PLANNING AND ENVIRONMENT ACT 1987	
CARDINIA PLANNING SCHEME	
PERMIT No.	T090038
SHEET	1 OF 2310
SIGNED	 CARDINIA SHIRE
DATE	24 August 2009



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## contents

Introduction	1
Fencing Types	2
Typical Fencing Location Plan	2
Interlot Fencing	3
Fencing to Pedestrian Links	4
Fencing to Corner Lots	5
Return Fencing	6
Battle Axe Fencing	7
Front Fencing	7
Fencing Provided by VicUrban	8
Typical Fencing Elevations	9
Typical Fencing Sections	10

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## introduction

The promotion of an attractive, consistent and open streetscape is an integral component of the vision for Cardinia Road.

The objectives of these fencing controls are as follows:

- To maintain an open and consistent streetscape;
- To create an attractive public/private interface;
- To encourage passive surveillance of the street for a more safe and secure neighbourhood;
- To enhance the landscape character of Cardinia Road;
- To provide several fencing options that compliment each other.

To achieve these objectives, VicUrban encourages the minimal use of fencing.

## fencing types and location plan

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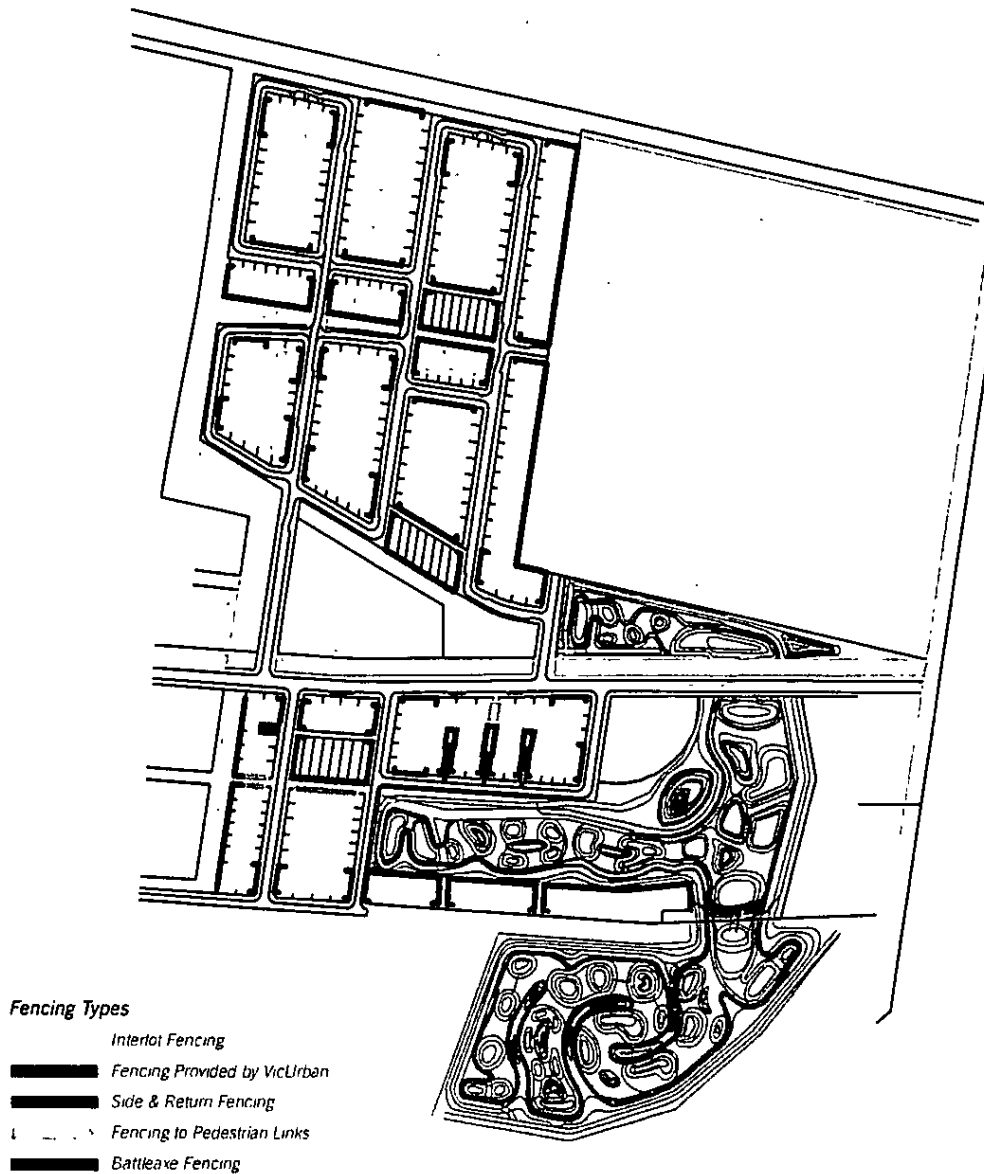


The five main fence types are:

- Inter-lot Fencing
- Side and Return Fencing
- Fencing to Pedestrian Links
- Battle Axe Fencing
- Fencing provided by VicUrban

All fences will have a finished appearance that compliments the streetscape and dwelling.

Fence extents vary depending on dwelling design and external private open space location.

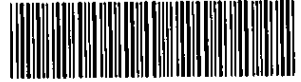


# FENCING CONTROLS - VICURBAN AT CARDINIA ROAD

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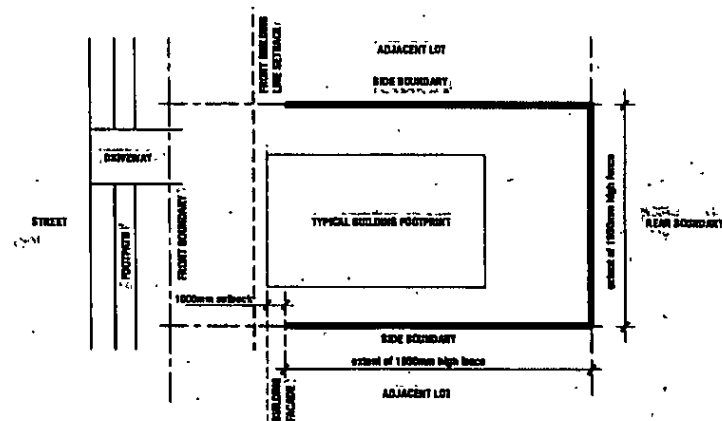
## interlot fencing

### Controls

- 1 Timber paling fence (ACQ treated pine)
- 2 1950mm in height maximum
- 3 Must not be substantially visible from the street
- 4 Fencing must be set back a minimum 1m from the face of the dwelling

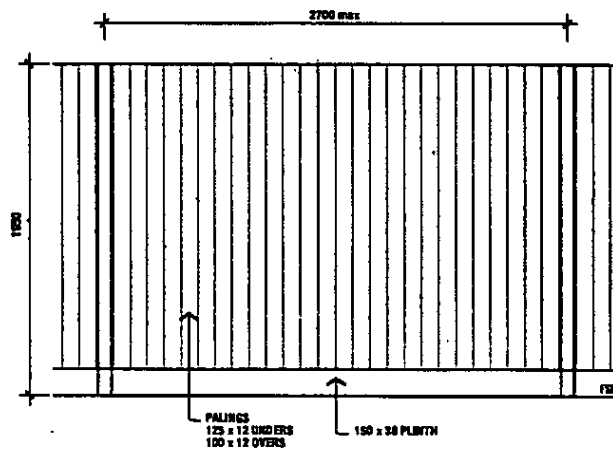
Adjoining lot owners with common boundaries must share the cost of the interlot fencing.

### Typical Interlot Fencing Arrangement

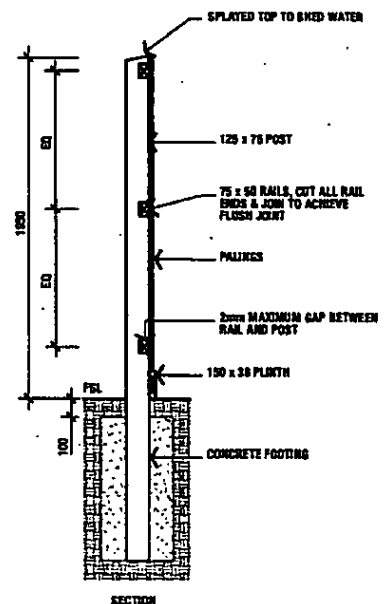


(Not to Scale)

### Interlot Fencing Specifications



(Not to Scale)



fencing to pedestrian links

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### Objective

Fencing to Pedestrian Links is critical to allow passive surveillance of pedestrian linkages and passageways.

**Control**

- 1 Fencing to be set back 6.6m from the face of the dwelling
- 2 At least 20% of the fence is to be transparent
- 3 The maximum length of fence can be not greater than 70% of the depth of the lot
- 4 Pedestrian entry gates shall be the same material as infill panels

### Fencing Options

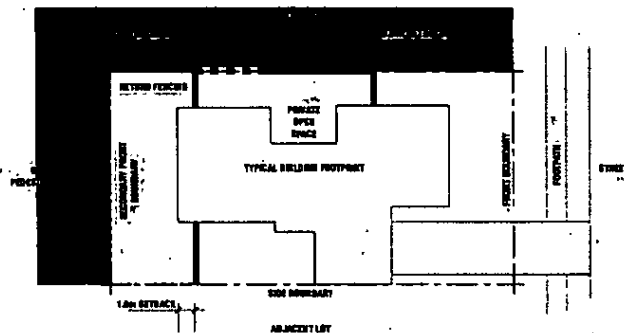
- 1 Horizontal open timber slat fence
- 2 Solid and transparent horizontal timber slat fence
- 3 Masonry pillars with infill pickets
- 4 Masonry (rendered or bagged) low wall with horizontal infill above.

**Buildings located on the boundary are encouraged to minimise the amount of side fencing.**

Landscaping elements are encouraged by VicUrban in lieu of traditional fencing wherever possible.

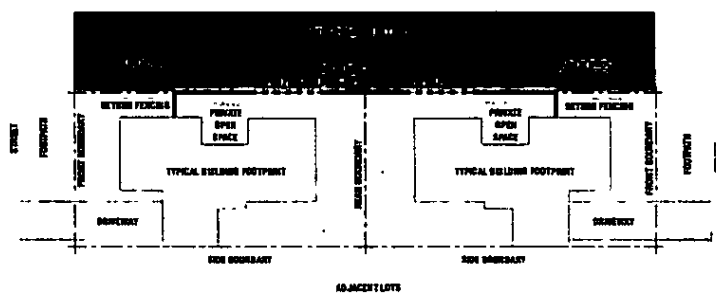
**Note:** For typical fencing elevations and sections refer to page 9 and 10.

### Typical Fencing to Pedestrian Links Arrangement



(Not to Scale)

### Typical Fencing to Pedestrian Links Arrangement



(Not to Scale)



## fencing to corner lots

### Controls

- 1 Fencing to be set back 6.6m from the face of the dwelling
- 2 At least 20% of the fence is to be transparent
- 3 The maximum length of fence can be not greater than 70% of the depth of the lot
- 4 Pedestrian entry gates shall be the same material as infill panels

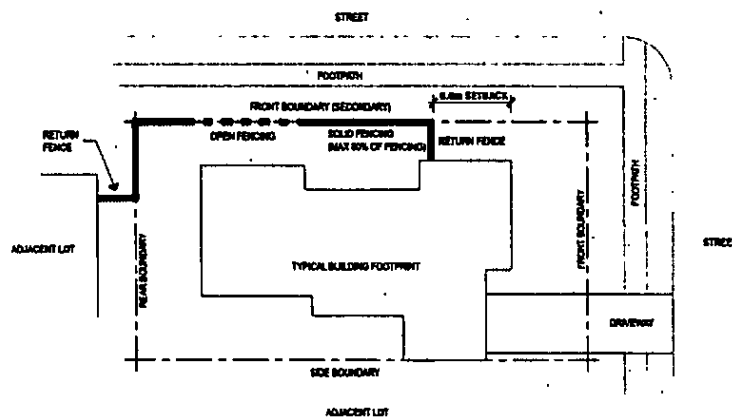
### Fencing Options

- 1 Horizontal open timber slat fence
- 2 Solid and transparent horizontal timber slat fence
- 3 Masonry pillars with infill pickets
- 4 Masonry (rendered or bagged) low wall with horizontal infill above.

Landscaping elements are encouraged by VicUrban in lieu of traditional fencing wherever possible.

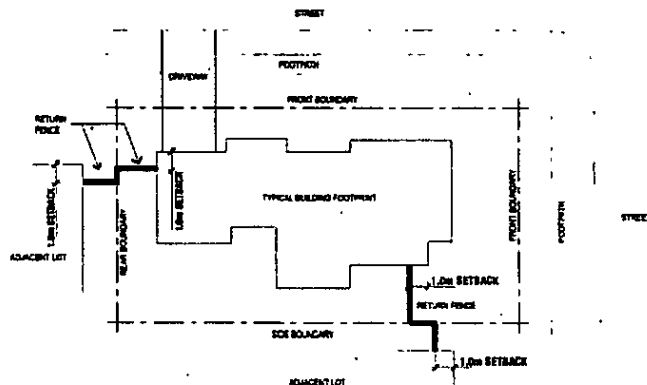
*Note: For typical fencing elevations and sections refer to page 9 and 10.*

### Typical Fencing to Corner Lot Arrangement (garage at the front)



(Not to Scale)

### Typical Fencing to Corner Lot Arrangement (garage on the side)



(Not to Scale)

## return fencing

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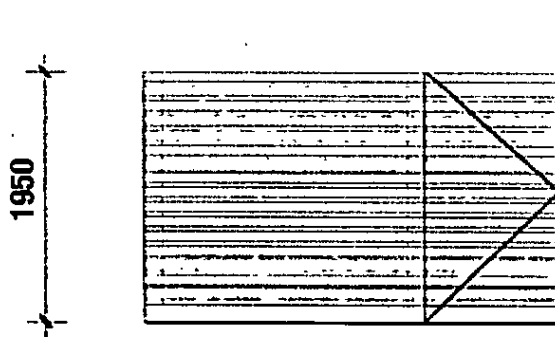


### Control

- 1 Open horizontal timber slat fence (ACW treated pine) only
- 2 Return fences must be consistent with the adjacent side boundaries
- 3 If a gate is included it must compliment or match in colour and material.

*Note: For typical fencing elevations and sections refer to page 9 and 10*

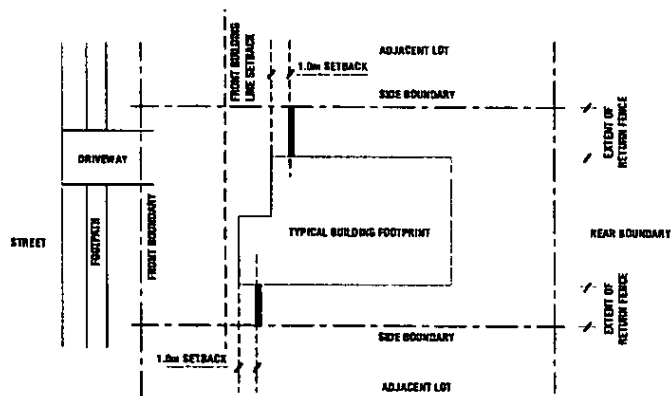
### Typical Return Fencing Elevation



(Not to Scale)



### Typical Return Fencing Arrangement



(Not to Scale)



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## Objective

### Controls

- 1 Fencing to be set back 1m behind the face of the adjacent dwelling

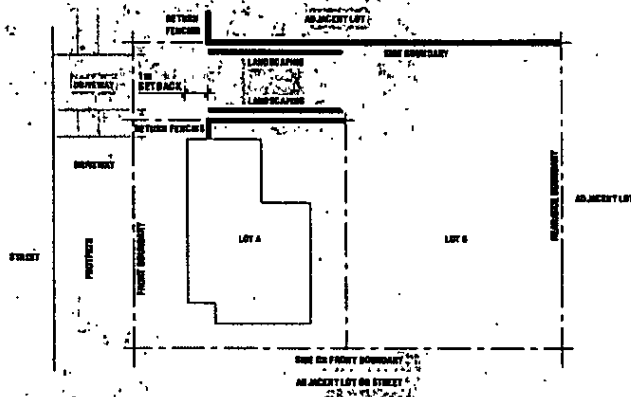
### Fencing Options

**Preferred 1950mm:**

- 1 Horizontal open timber slat fence
- 2 Solid and transparent horizontal timber slat fence
- 3 Masonry pillars with infill pickets
- 4 Masonry (rendered or bagged) low wall with horizontal infill above.

*Note: For typical fencing elevations and sections refer to page 9 and 10.*

### Typical Battle Axe Fencing Arrangement



(Not to Scale)

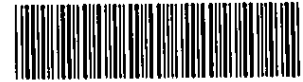
Front fencing is generally not permitted. In special circumstances front fencing will be provided by VicUrban. Where front fencing is necessary to achieve private open space, it will be subject to DAC approval.



## fencing provided by vicurban

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### Objective

To promote an attractive public/private interface and allow passive surveillance of the abutting public open space VicUrban will provide fencing to nominated lots directly fronting parkland. Cardinia Rd Project has typically two lot types that have an abuttal to open space: 1. Terrace Lots and 2. Double Ended Lots.

### Control

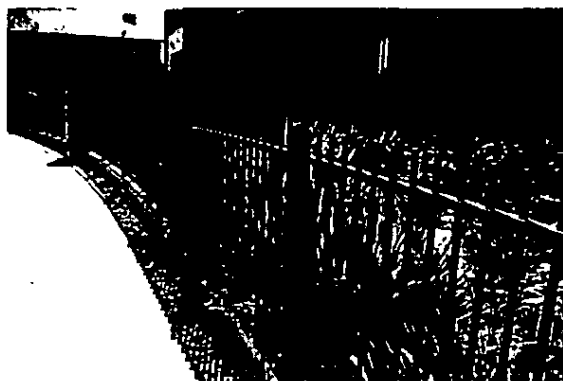
- 1 1.3m (maximum) in height
- 2 Be at least 50% transparent
- 3 Allow surveillance of parkland from dwellings
- 4 Incorporate screen planting elements
- 5 Continue along side boundary to connect with boundary fencing 1m behind building line
- 6 A fully integrated gate matching the fence must be included where appropriate
- 7 Wing fence to reflect the front fence design
- 8 Letter-boxes must be incorporated into the fence design where appropriate

### Lot Specific Fence Types

#### 1. Terrace Lots (fencing options)



#### 2. Double Ended Lots (fencing options)

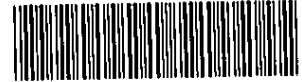


# FENCING CONTROLS - VICURBAN AT CARDINIA ROAD

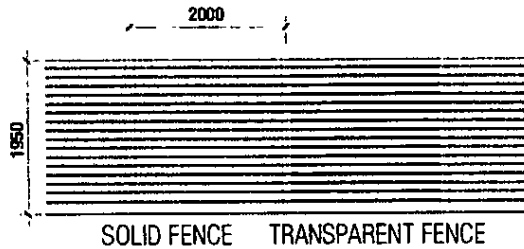
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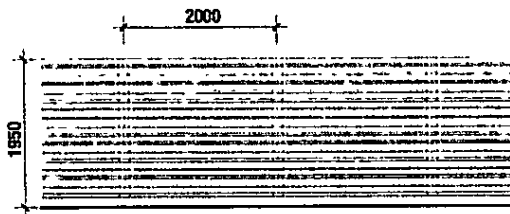


## typical fencing elevations

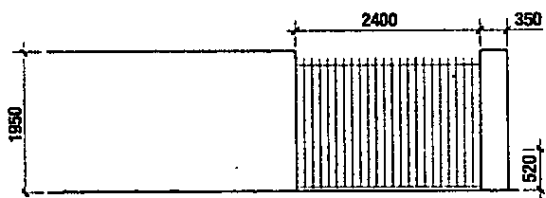


SOLID FENCE    TRANSPARENT FENCE

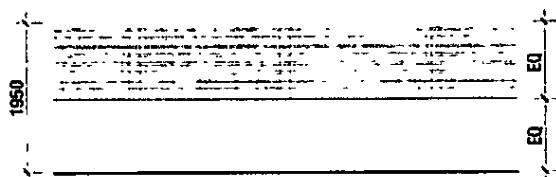
- Solid and open side fencing
- Horizontal slat option
- Timber posts and horizontal slats
- 20% transparency



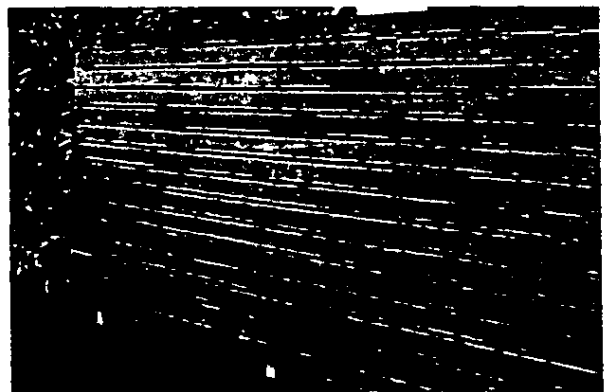
- Open horizontal timber slat fence
- Timber post and horizontal slats
- Refer to construction detail



- Solid and open side fencing
- Masonry wall (or other) and steel picket infill
- Dependent on location



- Solid and open side fencing
- Masonry wall (or other) and horizontal timber slats
- Refer to construction detail



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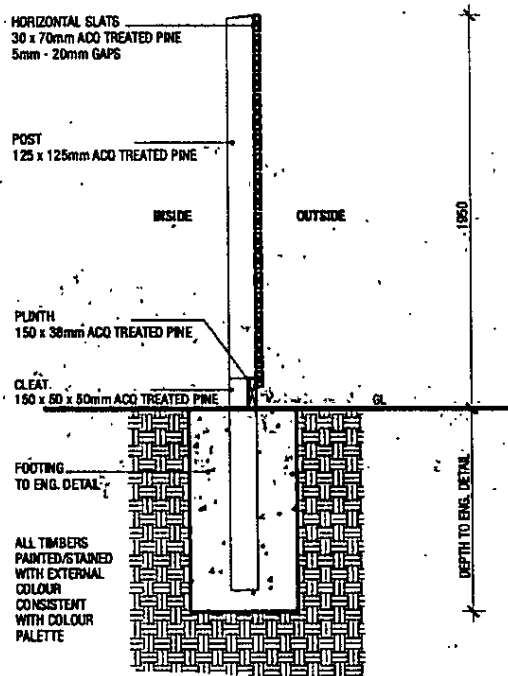
FENCING CONTROL

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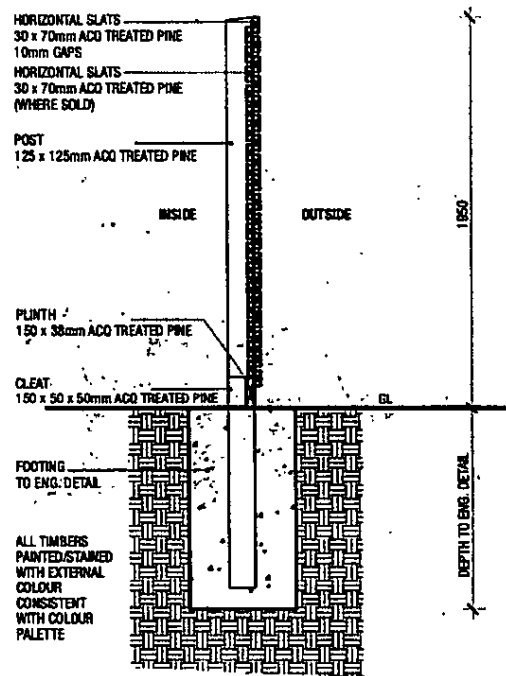
173



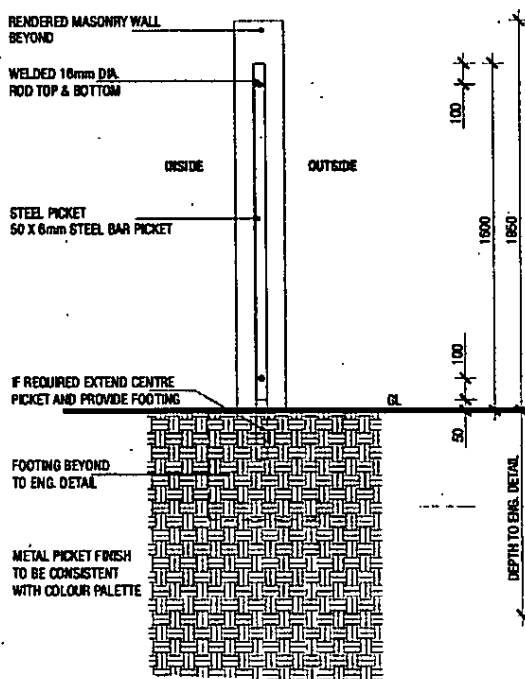
## typical fencing sections



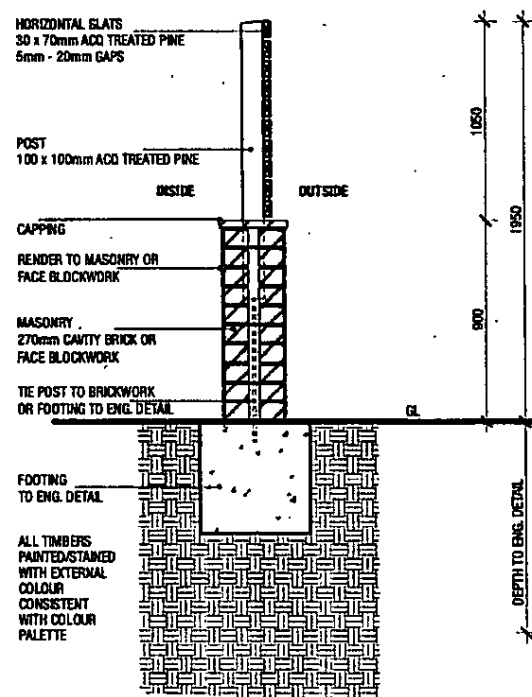
Open horizontal timber slat fence section detail (transparent)



Solid horizontal timber slat fencing section detail



Steel picket and masonry section detail



Masonry wall with horizontal timber slats section detail

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**ATTACHMENT C – BUILDING ENVELOPES**

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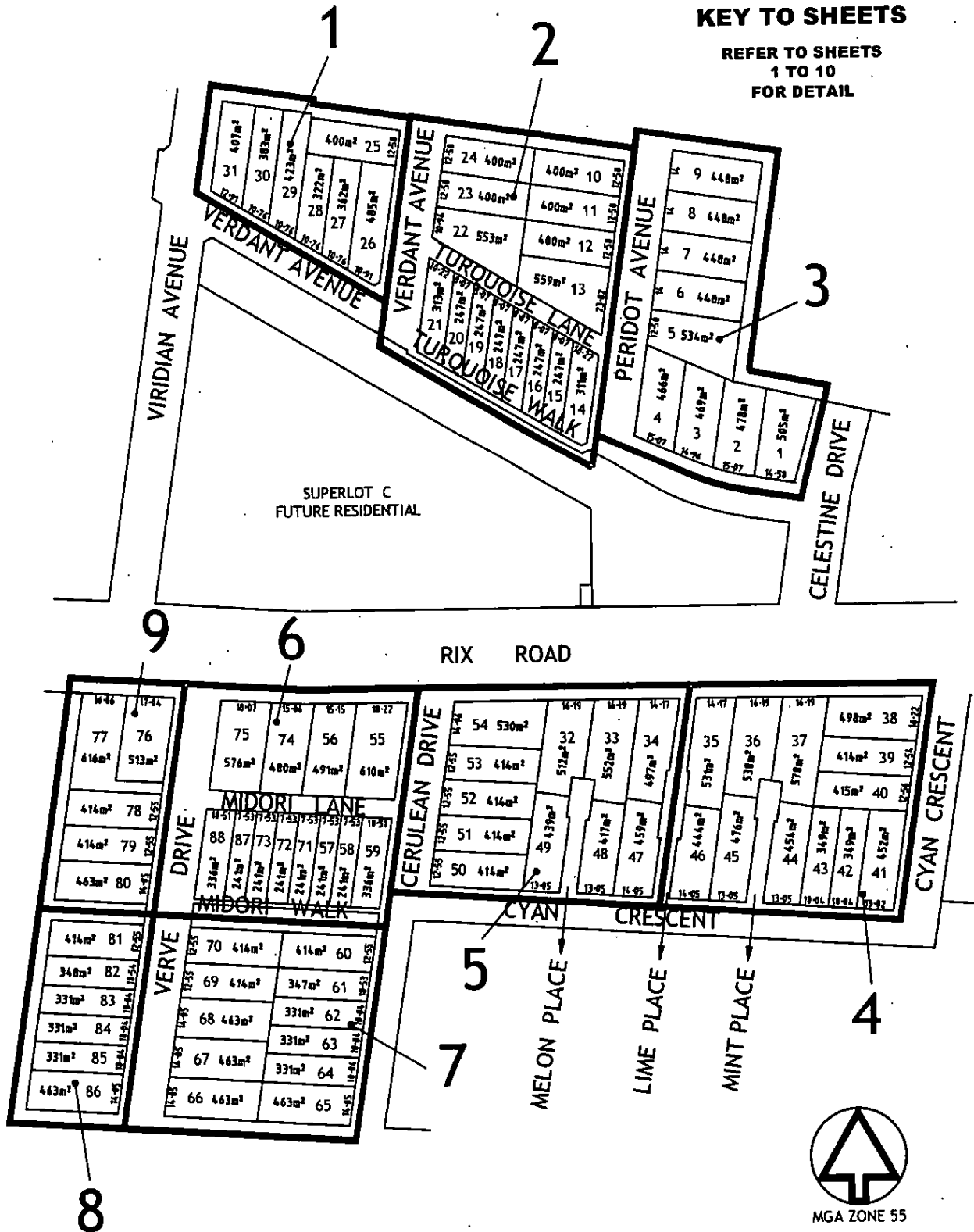
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# KEY TO SHEETS

REFER TO SHEETS  
1 TO 10  
FOR DETAIL



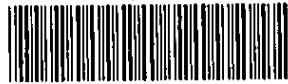
## ASPECT

BUILDING ENVELOPE PLAN  
STAGE 1

October 2009  
Version:N

# AH206761U

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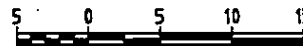
Detailed design of roads, driveways and footpaths is provided in the relevant Engineering Plans.

Detailed design of landscape works is provided in the relevant Landscape Plans.

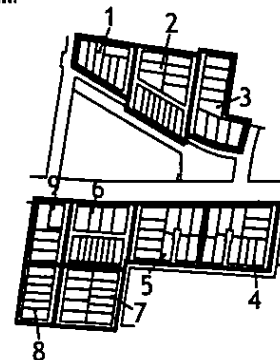
All details subject to Cardinia Shire Council approval.



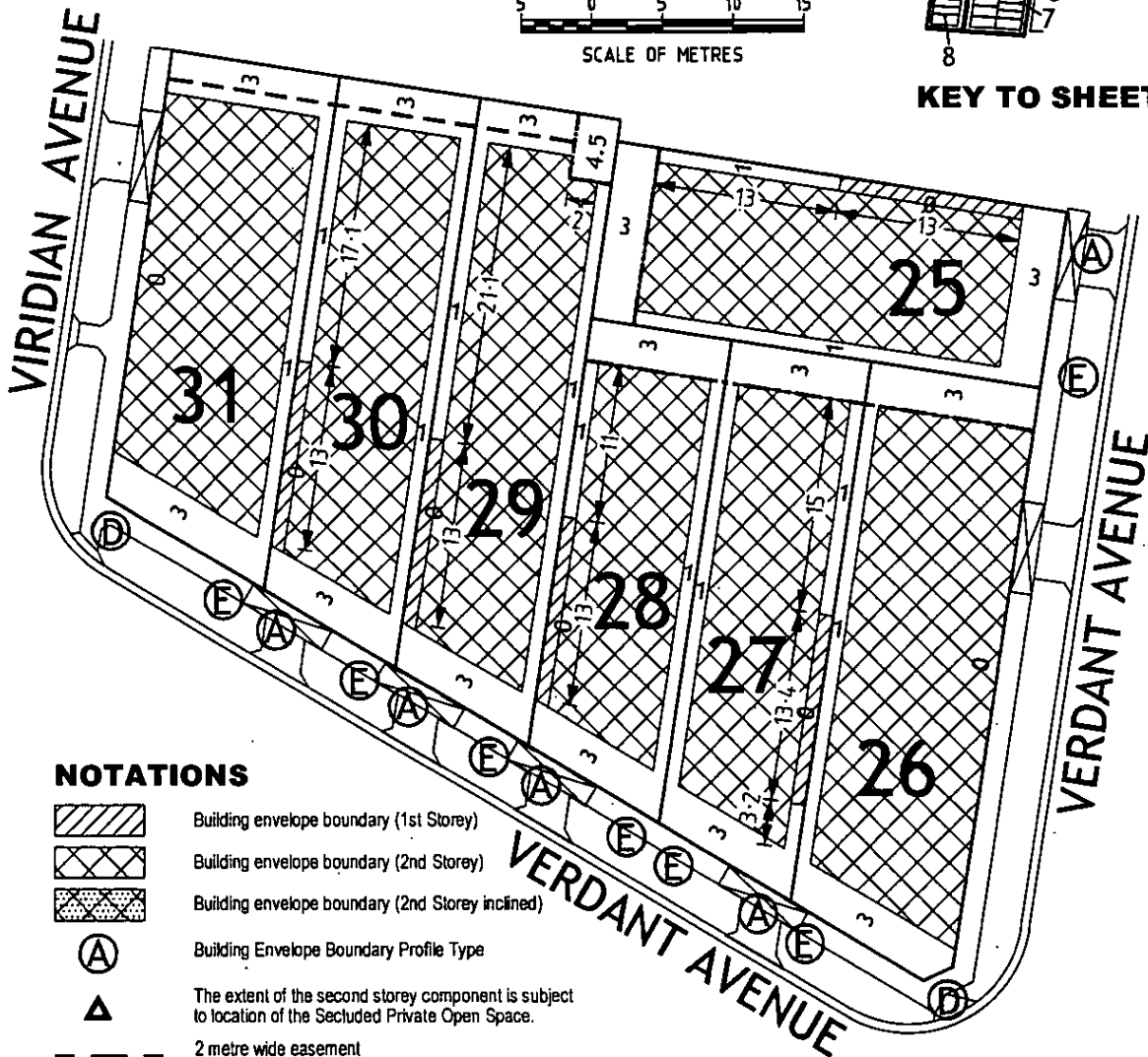
MGA ZONE 55



SCALE OF METRES



KEY TO SHEETS



## NOTATIONS

- Building envelope boundary (1st Storey)
- Building envelope boundary (2nd Storey)
- Building envelope boundary (2nd Storey inclined)
- Building Envelope Boundary Profile Type
- The extent of the second storey component is subject to location of the Secluded Private Open Space.
- 2 metre wide easement
- 3 metre wide easement
- 29** Lot number
- 3** Setback minimum required (if 0, a building can be constructed on the boundary provided that the building height and length requirements are met)
- Dual Occupancy Site
- Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Vicurban and Cardinia Shire Council)

This Building Envelope Plan is to be read in conjunction with the associated Design Controls.

Endorsement of plans by VicUrban under this Building Envelope Plan and the associated Design Controls is additional to and not in lieu of any State or local government planning or building approval requirements.

## ASPECT

**BUILDING ENVELOPE PLAN  
STAGE 1**

**1 / 1**  
stage sheet

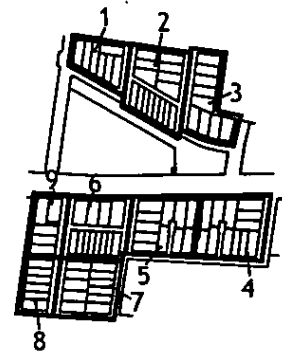
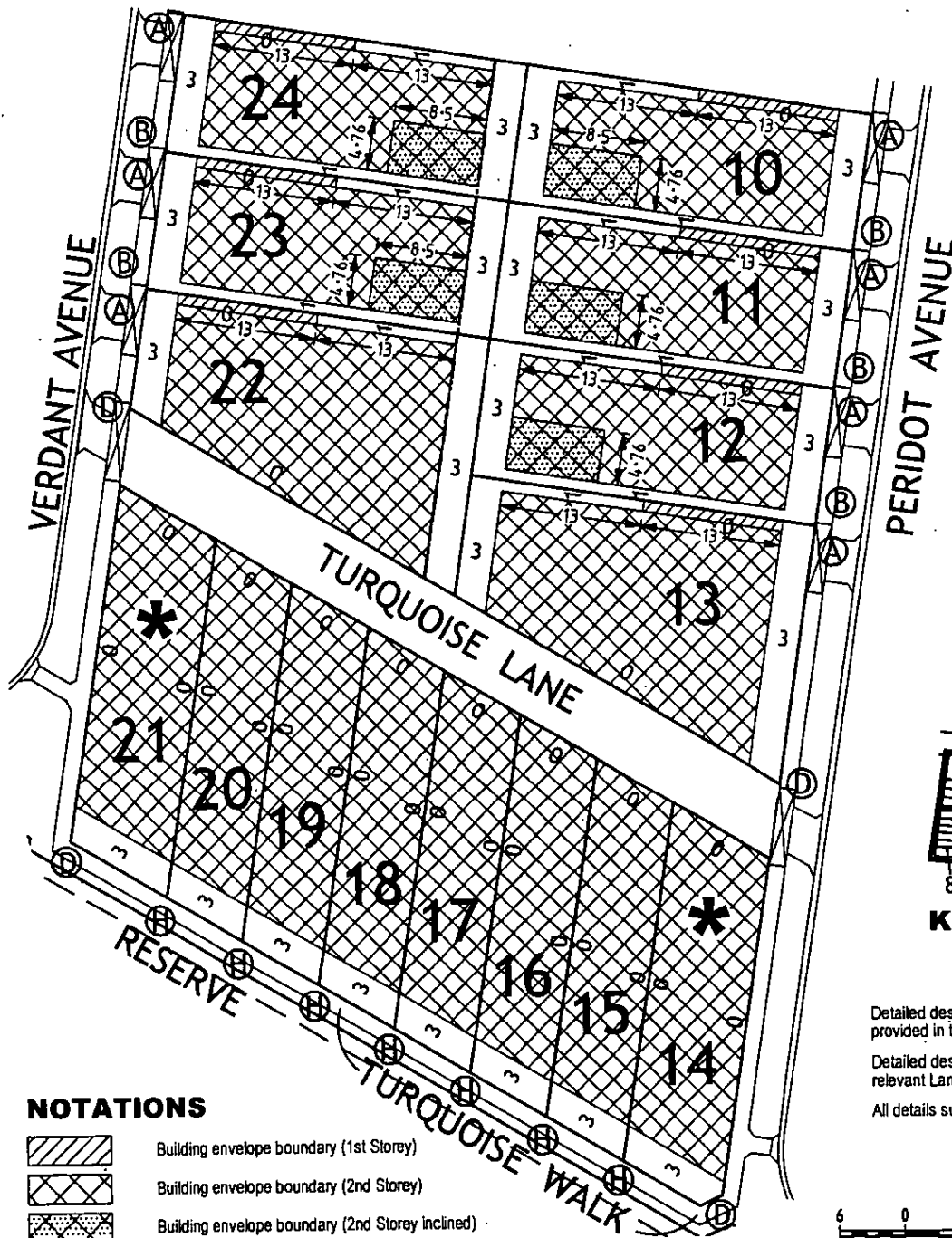
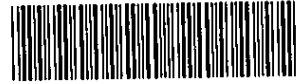
Sheet 1 of 10

October 2009  
Version: N

**AH206761U**

07/05/2010 \$122.90

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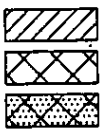
**KEY TO SHEETS**

Detailed design of roads, driveways and footpaths is provided in the relevant Engineering Plans.

Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to Cardinia Shire Council approval.

**NOTATIONS**



Building envelope boundary (1st Storey)

Building envelope boundary (2nd Storey)

Building envelope boundary (2nd Storey inclined)



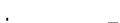
Building Envelope Boundary Profile Type



The extent of the second storey component is subject to location of the Secluded Private Open Space.



2 metre wide easement



3 metre wide easement

29

Lot number

3

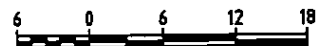
Setback minimum required (if 0, a building can be constructed on the boundary provided that the building height and length requirements are met)



Dual Occupancy Site



Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of VicUrban and Cardinia Shire Council)



SCALE OF METRES

**ASPECT**

**BUILDING ENVELOPE PLAN  
STAGE 1**

**1/2**

stage sheet

Sheet 2 of 10

October 2009  
Version:N

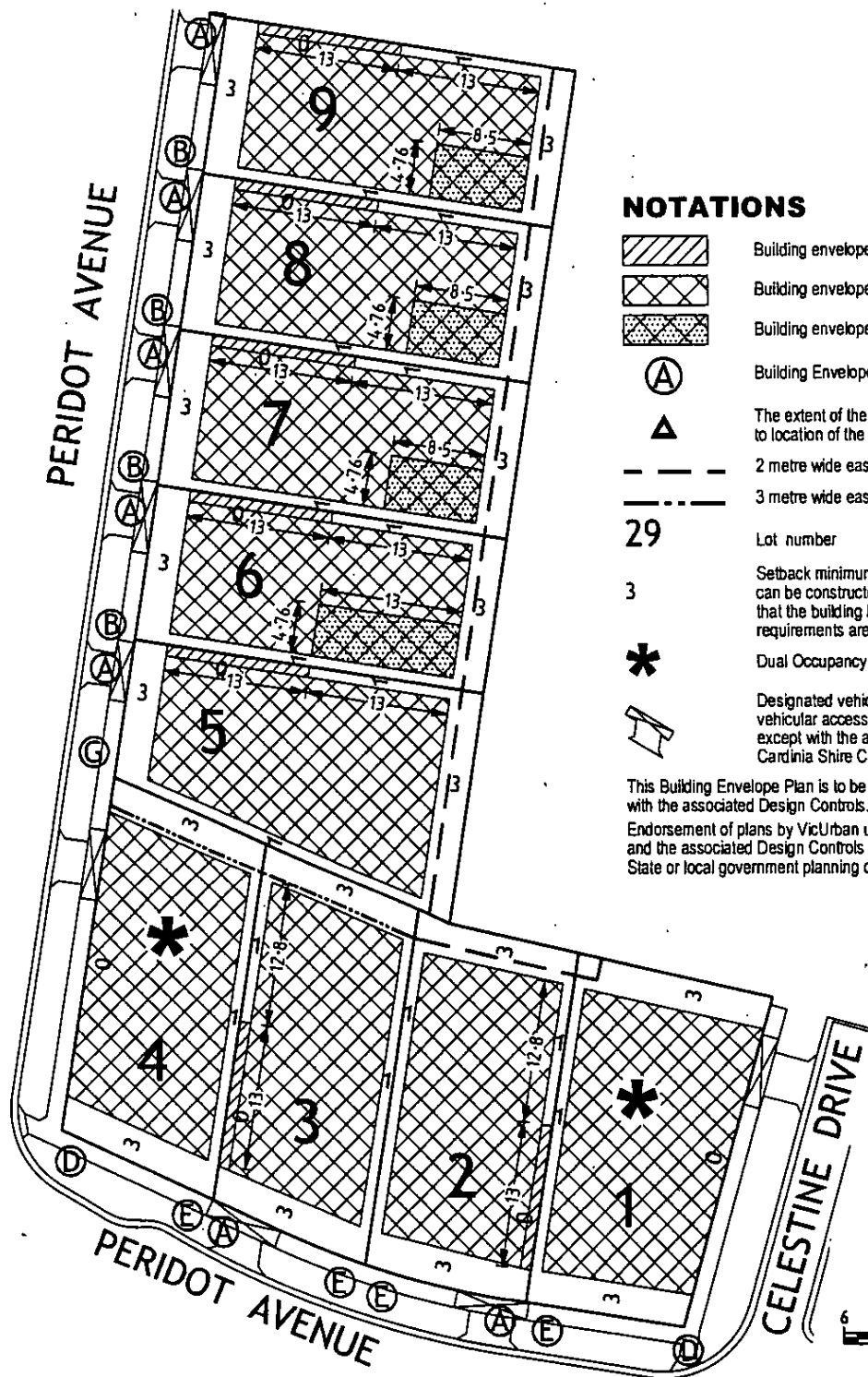
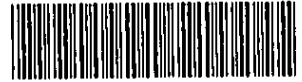
This Building Envelope Plan is to be read in conjunction with the associated Design Controls.

Endorsement of plans by VicUrban under this Building Envelope Plan and the associated Design Controls is additional to and not in lieu of any

**AH206761U**

07/05/2010 \$122.90

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**NOTATIONS**

- Building envelope boundary (1st Storey)
- Building envelope boundary (2nd Storey)
- Building envelope boundary (2nd Storey inclined)
- Building Envelope Boundary Profile Type
- The extent of the second storey component is subject to location of the Secluded Private Open Space.
- 2 metre wide easement
- 3 metre wide easement
- 29** Lot number
- 3** Setback minimum required (if 0, a building can be constructed on the boundary provided that the building height and length requirements are met)
- Dual Occupancy Site
- Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Vicurban and Cardinia Shire Council)

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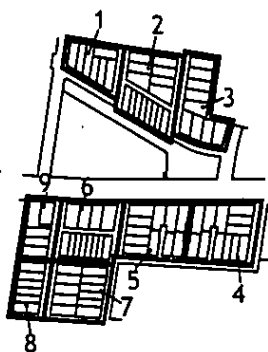
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MGA ZONE 55



SCALE OF METRES



**KEY TO SHEETS**

**ASPECT**

**BUILDING ENVELOPE PLAN  
STAGE 1**

**1 / 3**

stage sheet

Sheet 3 of 10

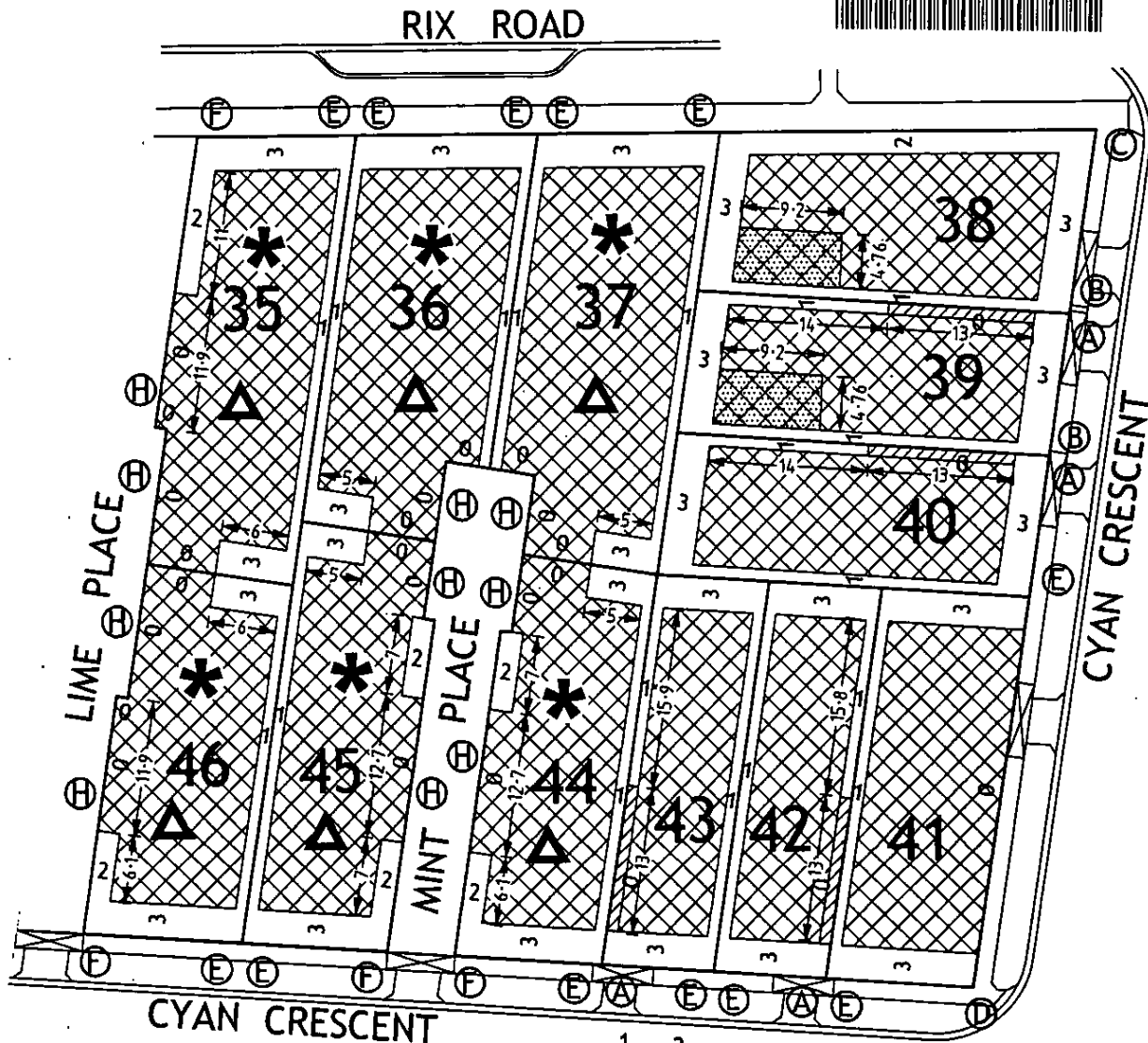
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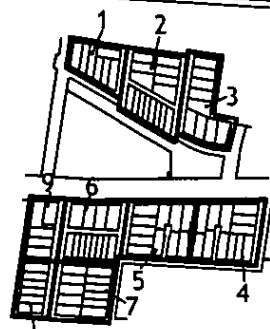
07/05/2010 \$122.90

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## **KEY TO SHEETS**

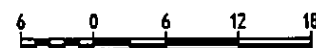
Detailed design of roads, driveways and footpaths is provided in the relevant Engineering Plans.

Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to Cardinia Shire Council approval.



MGA ZONE 55



SCALE OF METRES

## **ASPECT**

### **BUILDING ENVELOPE PLAN STAGE 1**

**1/4**

stage sheet

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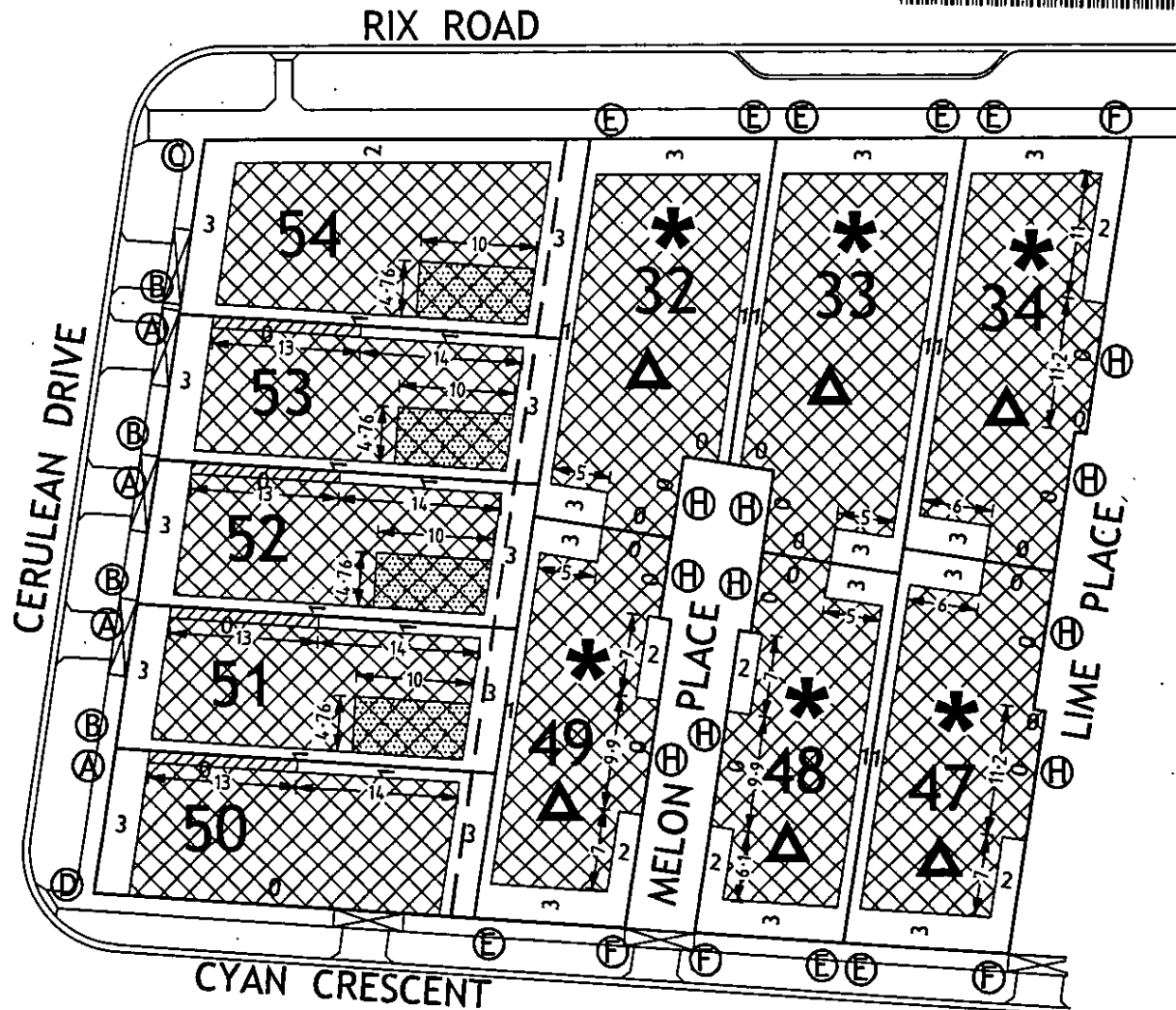
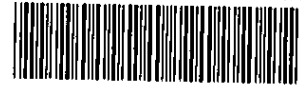
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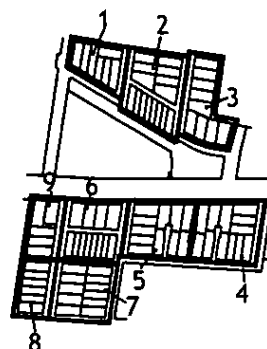


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## KEY TO SHEETS

Detailed design of roads, driveways and footpaths is provided in the relevant Engineering Plans.

Detailed design of landscape works is provided in the

All details subject to Cardinia Shire Council approval. relevant Landscape Plans.



MGA ZONE 55



SCALE OF METRES

## ASPECT BUILDING ENVELOPE PLAN STAGE 1

**1/5**

stage sheet

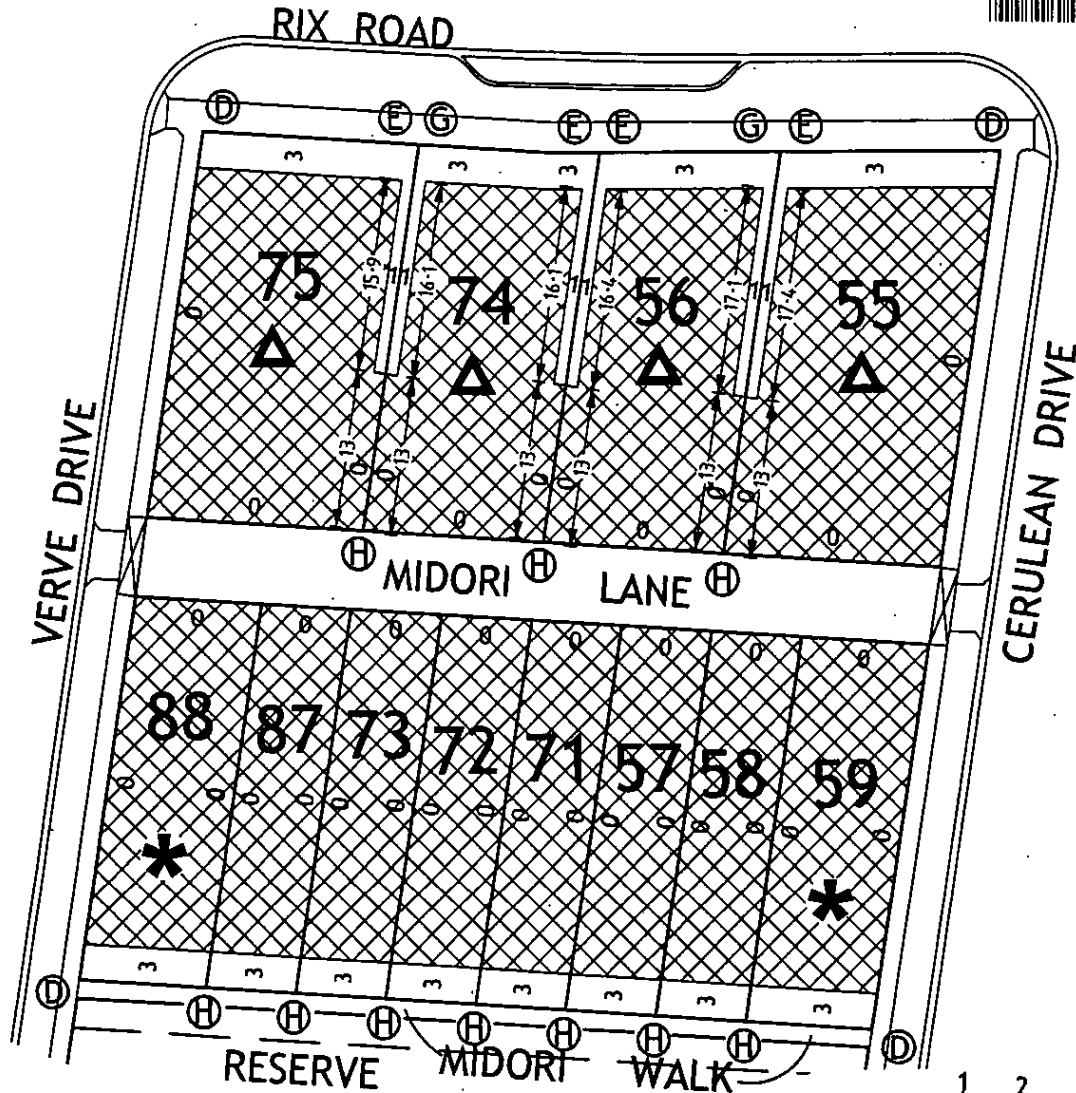
Sheet 5 of 10

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# NOTATIONS

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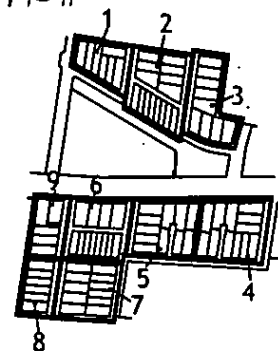
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All details subject to Cardinia Shire Council approval.



MGA ZONE 55



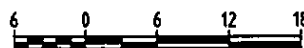
# KEY TO SHEETS

# ASPECT

BUILDING ENVELOPE PLAN  
STAGE 1

1/6

stage sheet



SCALE OF METRES

This Building Envelope Plan is to be read in conjunction with the associated Design Controls.

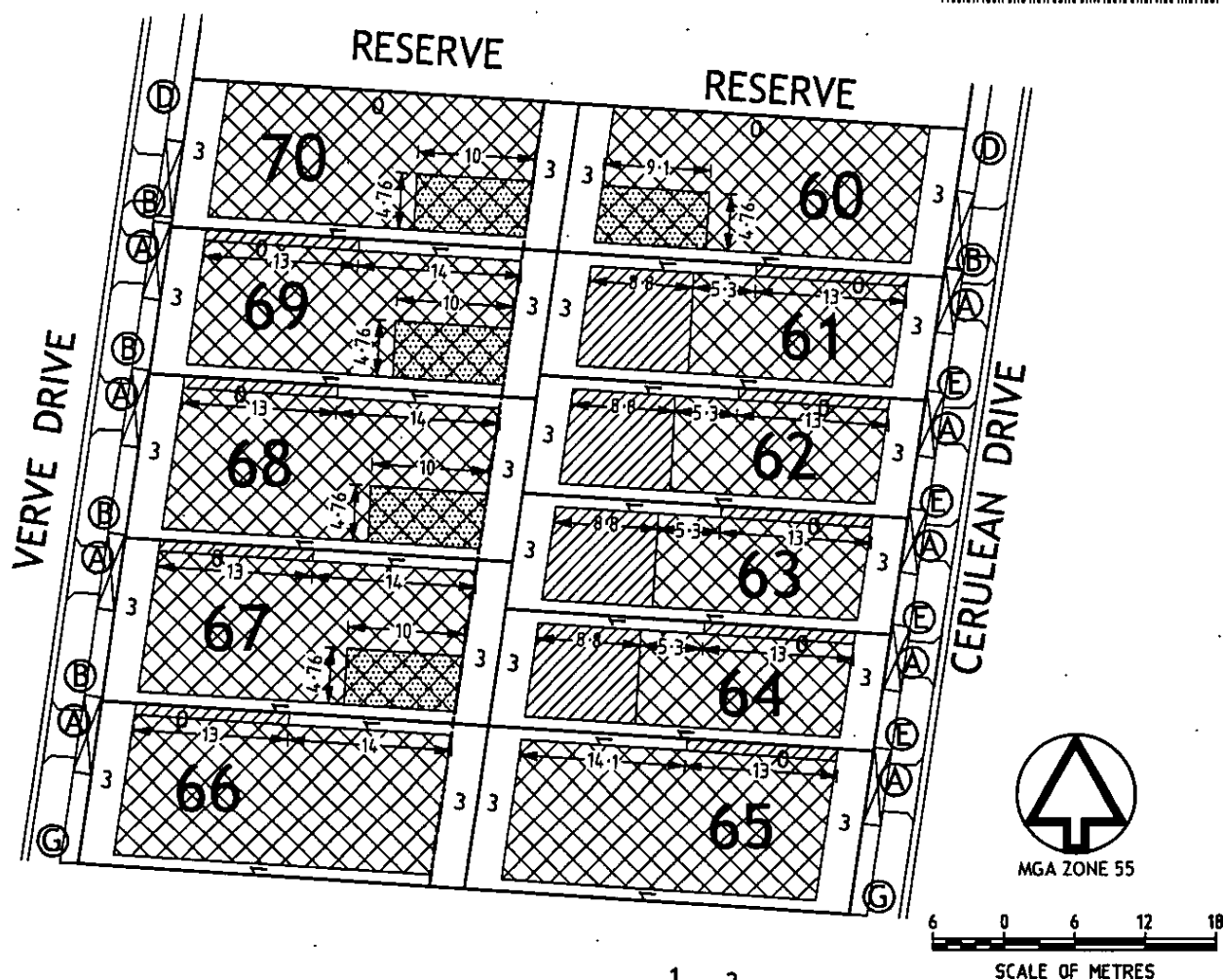
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Sheet 6 of 10

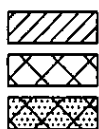
October 2009  
Version:N

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## NOTATIONS



**Building envelope boundary (1st Storey)**

**Building envelope boundary (2nd Storey)**

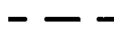
**Building envelope boundary (2nd Storey inclined)**



### Building Envelope Boundary Profile Type



The extent of the second storey component is subject to location of the Secluded Private Open Space.



**2 metre wide easement**



**3 metre wide easement**

29

Lot number

3

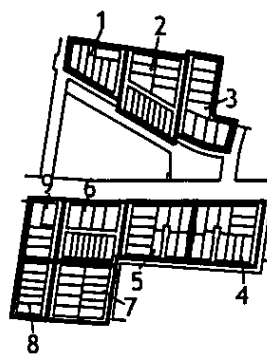
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## KEY TO SHEETS

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**ASPECT**

## BUILDING ENVELOPE PLAN STAGE 1

1/7

stage sheet

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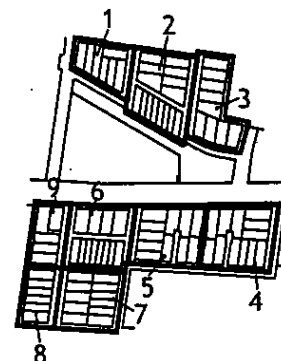
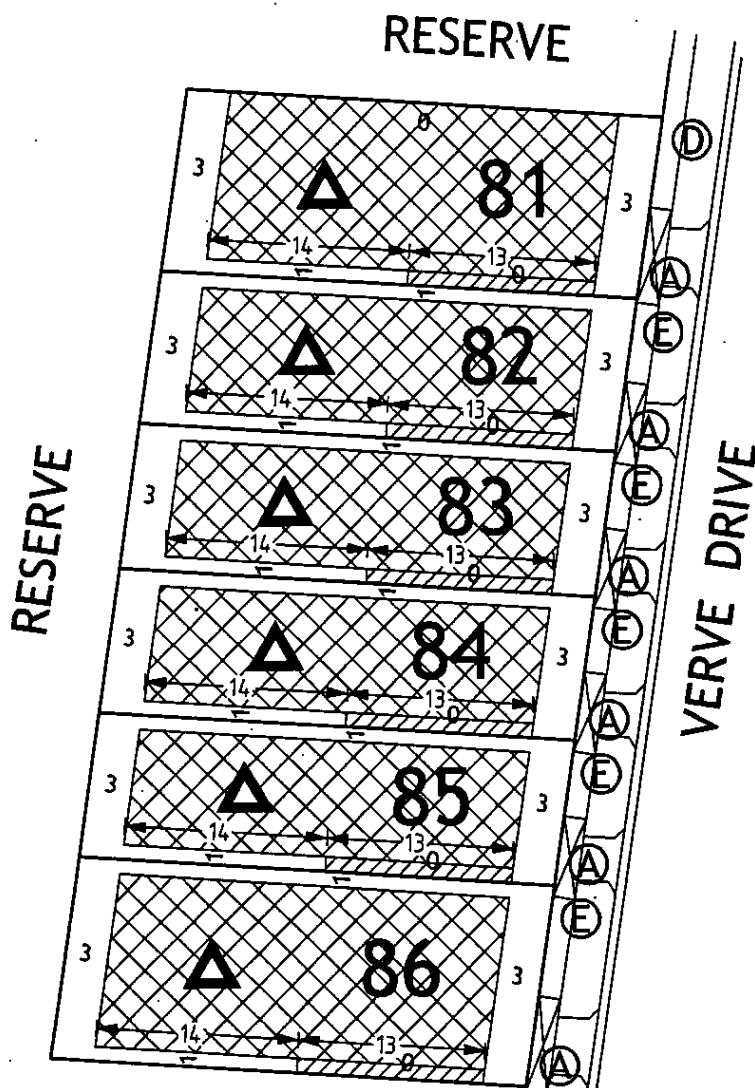
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**KEY TO SHEETS**

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MGA ZONE 55



SCALE OF METRES

**ASPECT**  
**BUILDING ENVELOPE PLAN**  
**STAGE 1**

**1 / 8**  
stage sheet

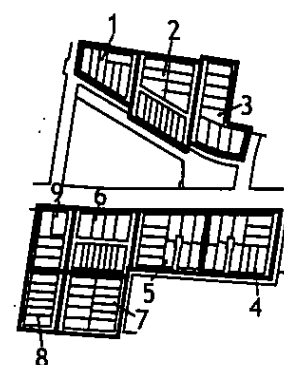
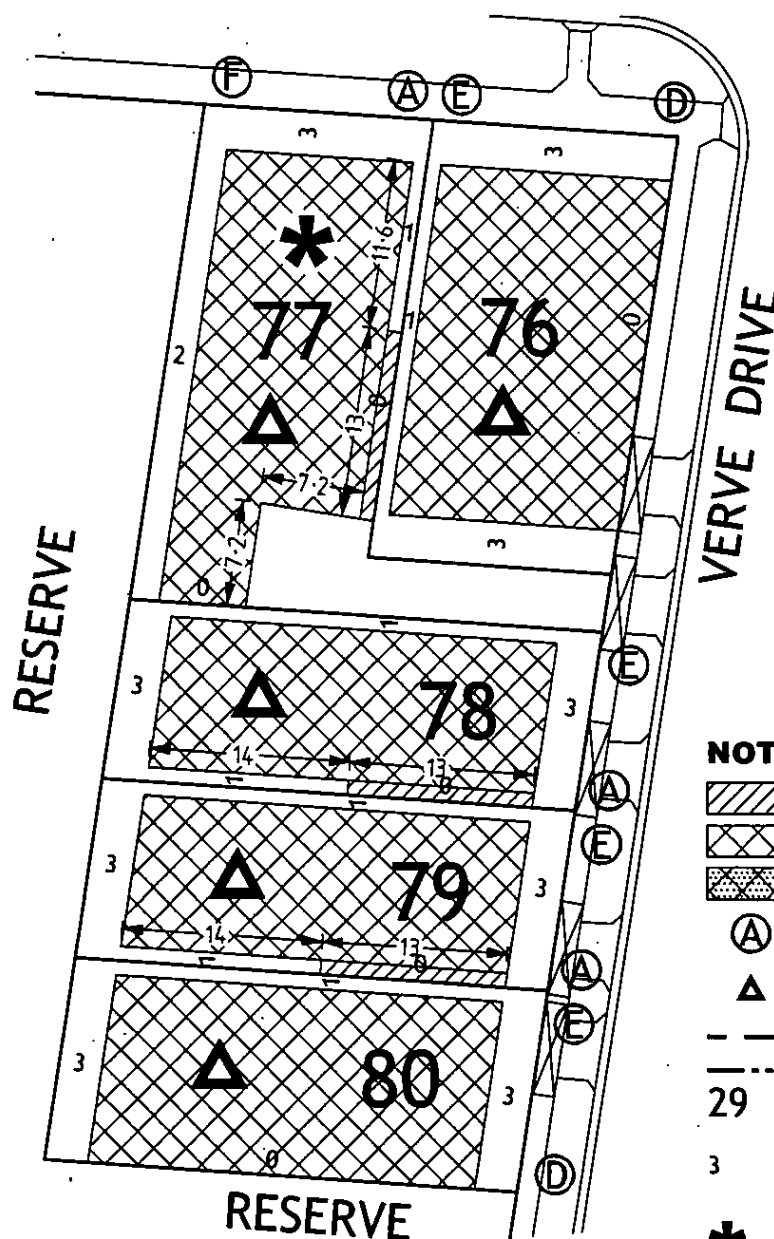
Sheet 8 of 10

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KEY TO SHEETS

# NOTATIONS

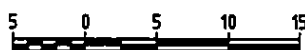
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MGA ZONE 55



SCALE OF METRES

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All details subject to Cardinia Shire Council approval.

## ASPECT

### BUILDING ENVELOPE PLAN STAGE 1

1/9

stage sheet

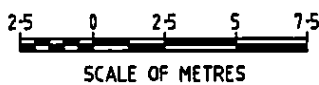
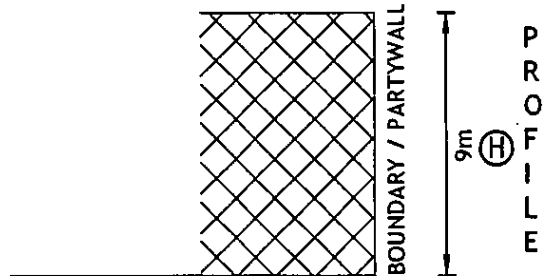
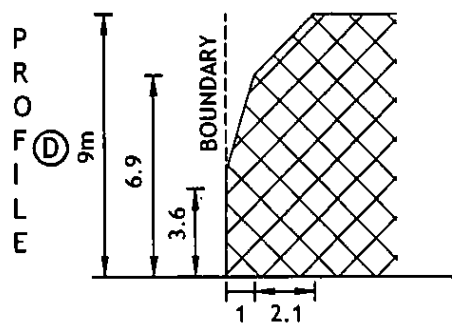
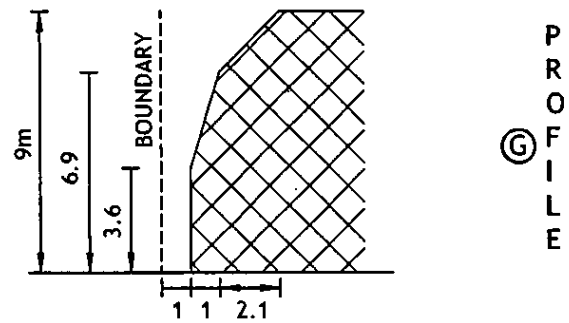
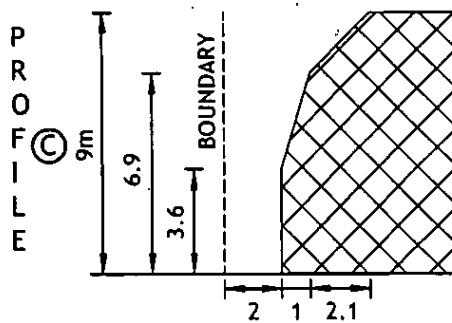
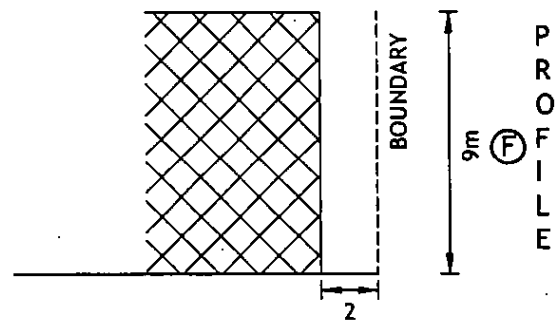
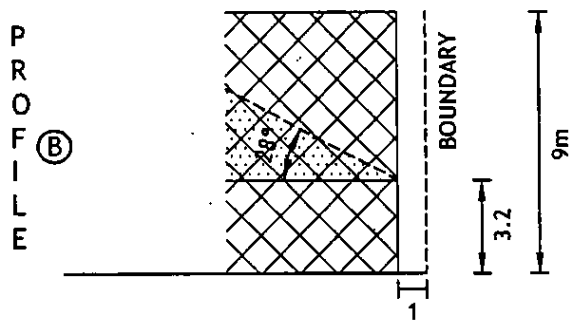
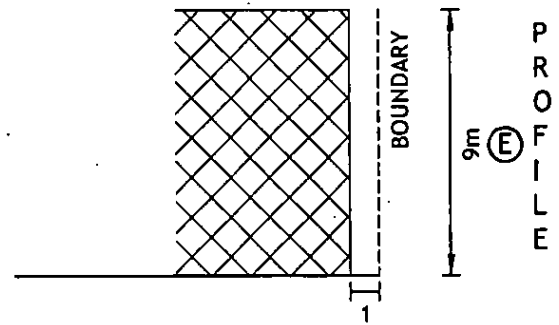
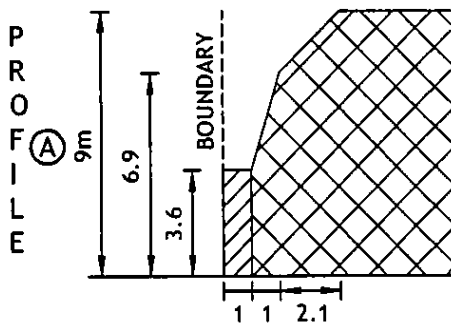
Sheet 9 of 10

October 2009  
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ASPECT

BUILDING ENVELOPE PROFILES  
STAGE 1

1/10

stage sheet

Sheet 10 of 10

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# Valuation, rates and charges notice

For period 1 July 2024 to 30 June 2025



ABN 32 210 906 807



Bailey, S G  
27 Bridge Rd  
OFFICER VIC 3809

032  
R0\_302500

Date of issue **15/08/2024**  
Property number **5000009603**

**Instalment 1**  
Due 30 September 2024 **\$757.00**

**Instalment 2**  
Due 30 November 2024 **\$757.00**

**Instalment 3**  
Due 28 February 2025 **\$757.00**

**Instalment 4**  
Due 31 May 2025 **\$757.92**

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

27 Bridge Rd  
Officer 3809  
L37 PS611469 V11204 F226

**Capital Improved Value (CIV)** as at 1 January 2024 **\$990,000**

**Site Value (SV)** **\$385,000**

**Net Annual Value (NAV)** **\$49,500**

**Land Use Classification** Residential

### Australian Valuation Property Classification Code (AVPCC)

110 : Single Residential Accommodation - Detached Dwelling

**Owner Name(s)** Bailey, S G

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

### Rates and Charges

Urban Residential	990000 x \$0.0022509	<b>\$2,228.39</b>
120lt Garbage & Recycling Charge	1 x \$361.70	<b>\$361.70</b>
Additional Residential Recycling Charge	1 x \$92.00	<b>\$92.00</b>
240lt Green Waste Charge	1 x \$128.70	<b>\$128.70</b>
State Fire Services Property Levy	990000 x \$0.000087 + \$132.00	<b>\$218.13</b>
<b>Total</b>		<b>\$3,028.92</b>



Scan here to pay



## Payment options



Set up regular direct debit payments at [cardinia.vic.gov.au/flexipay](https://cardinia.vic.gov.au/flexipay)  
Verification code: RVI6



**Billers code: 858944**  
**Ref: 50000096037**

BPAY® this payment via internet or phone banking  
BPAY View® - view and pay this bill via internet banking  
BPAY View registration number: 50000096037



**Billpay Code: 0860**  
**Ref: 5000 0096 0300 007**

Call 131 816 to pay over the phone  
Go to [postbillpay.com.au](https://postbillpay.com.au) or visit an Australia Post store



Instalment \*860 500000960300007



Set up regular Centrepay deductions from your Centrelink payments at [www.servicesaustralia.gov.au/centrepay](https://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](https://cardinia.enotices.com.au)  
Reference No: **FBBFB613DX**



To verify your property in MyCardinia use  
verification code: RVI6  
[www.cardinia.vic.gov.au/mycardinia](https://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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	\$2,083.06
Farm land	0.0015781	\$1,562.32
Urban farm land	0.0017880	\$1,770.12
Urban commercial and industrial land	0.0030511	\$3,020.59
Urban residential	0.0022509	\$2,228.39
Urban vacant land	0.0048187	\$4,770.51

**For more information about rates and your legal rights and responsibilities visit [www.cardinia.vic.gov.au/rates](http://www.cardinia.vic.gov.au/rates) or contact us on 1300 787 624 or [mail@cardinia.vic.gov.au](mailto: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](http://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](http://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.

Victorian Statewide Conveyancing Pty  
Ltd  
E-mail: jo@victorianstatewide.com.au

Statement for property:  
LOT 37 27 BRIDGE ROAD OFFICER  
3809  
37 PS 611469

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62A//19252/00051	20242213	30 JULY 2025	49922156

## 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

<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2025 to 30/09/2025	\$31.25
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### (b) By South East Water

<b>Water Service Charge</b>	01/07/2025 to 30/09/2025	\$21.97
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<b>Sewerage Service Charge</b>	01/07/2025 to 30/09/2025	\$100.41
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<b>Subtotal Service Charges</b>		\$153.63
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<b>Payments</b>		\$0.10
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<b>TOTAL UNPAID BALANCE</b>		\$153.53
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- The meter at the property was last read on 10/06/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.63 per day</b>
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<b>Recycled Water Usage Charge</b>	<b>\$0.40 per day</b>
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- 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](http://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](http://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](http://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.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is

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

connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or [www.southeastwater.com.au](http://www.southeastwater.com.au)

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto: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.

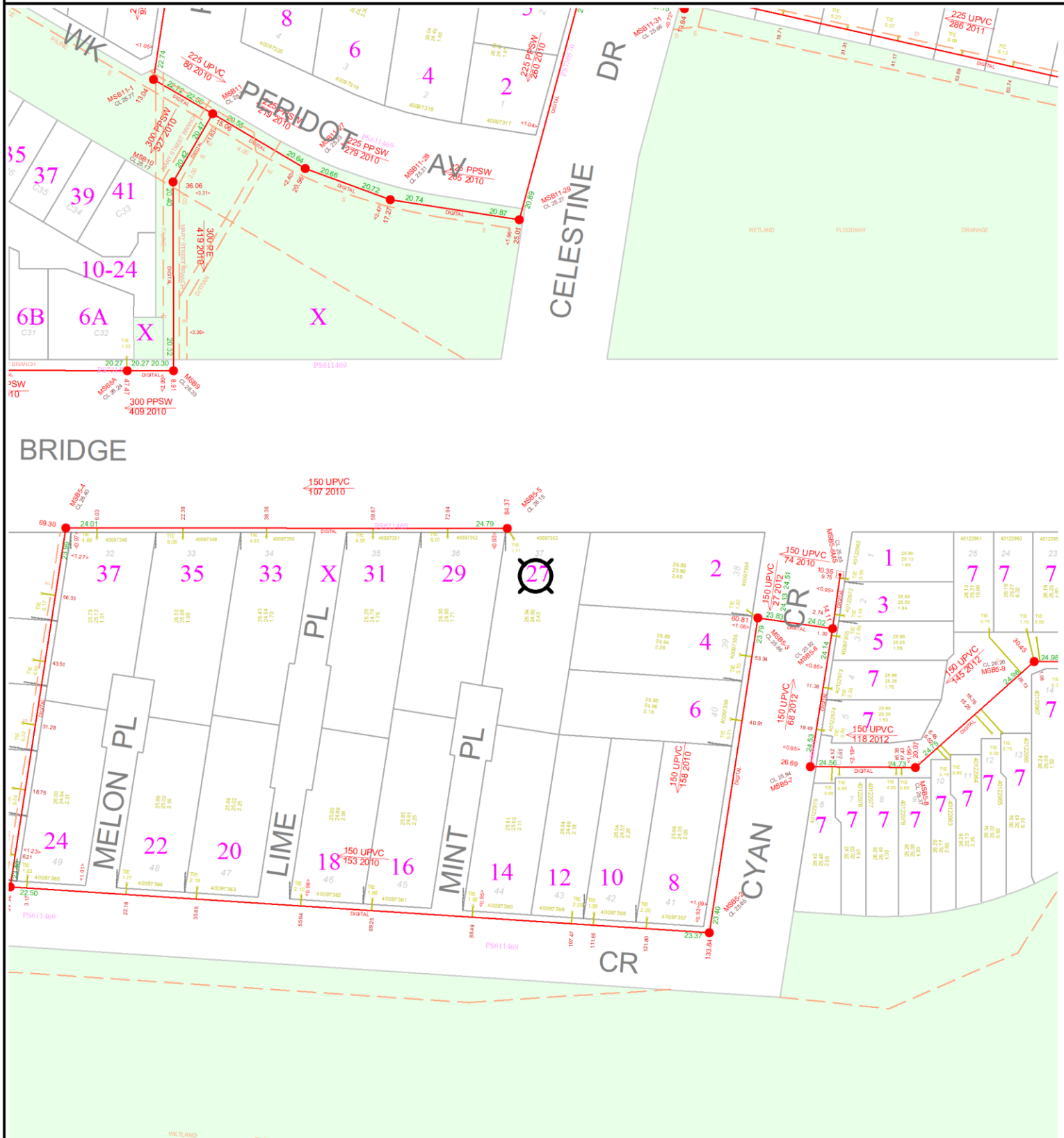
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

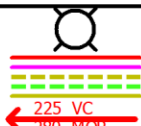
LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**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
- - - - - Proposed Title/Road
- - - - - Easement

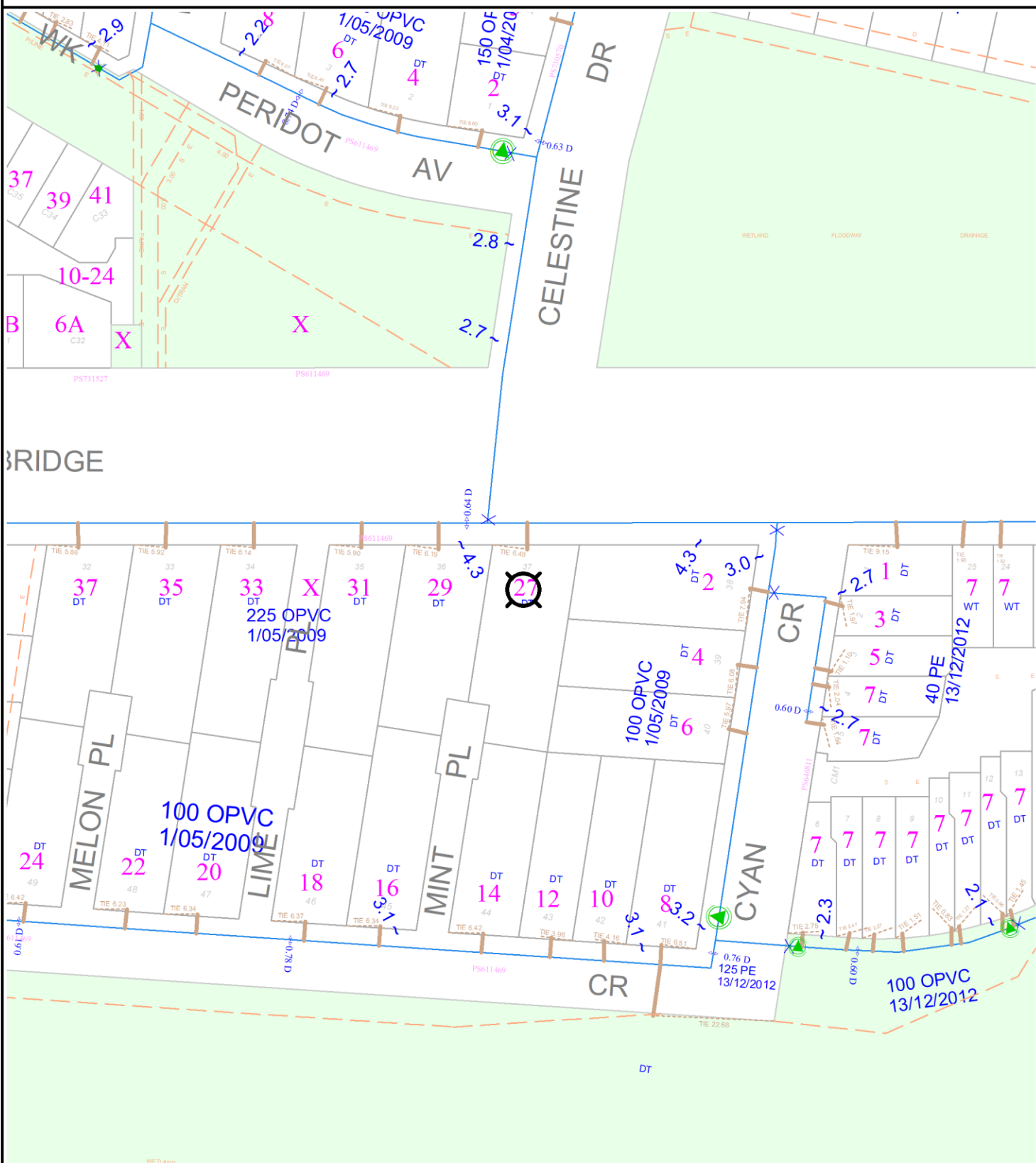


- Subject Property
- Sewer Main & Property Connections
- Direction of Flow

- Maintenance Hole
- Inspection Shaft
- <1.0> Offset from Boundary

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>- - - - - Sewer Main</li> <li>● Maintenance Hole</li> </ul> | <ul style="list-style-type: none"> <li>- - - - - Underground Drain</li> <li>- - - - - Channel Drain</li> </ul> | <ul style="list-style-type: none"> <li>- - - - - Natural Waterway</li> <li>■ Underground Drain M.H.</li> </ul> |
|--|--|--|

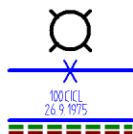









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## LEGEND

-  Title/Road Boundary  
 Proposed Title/Road  
 Easement

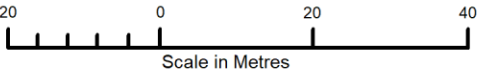


- Subject Property  
Water Main Valve  
Water Main & Services

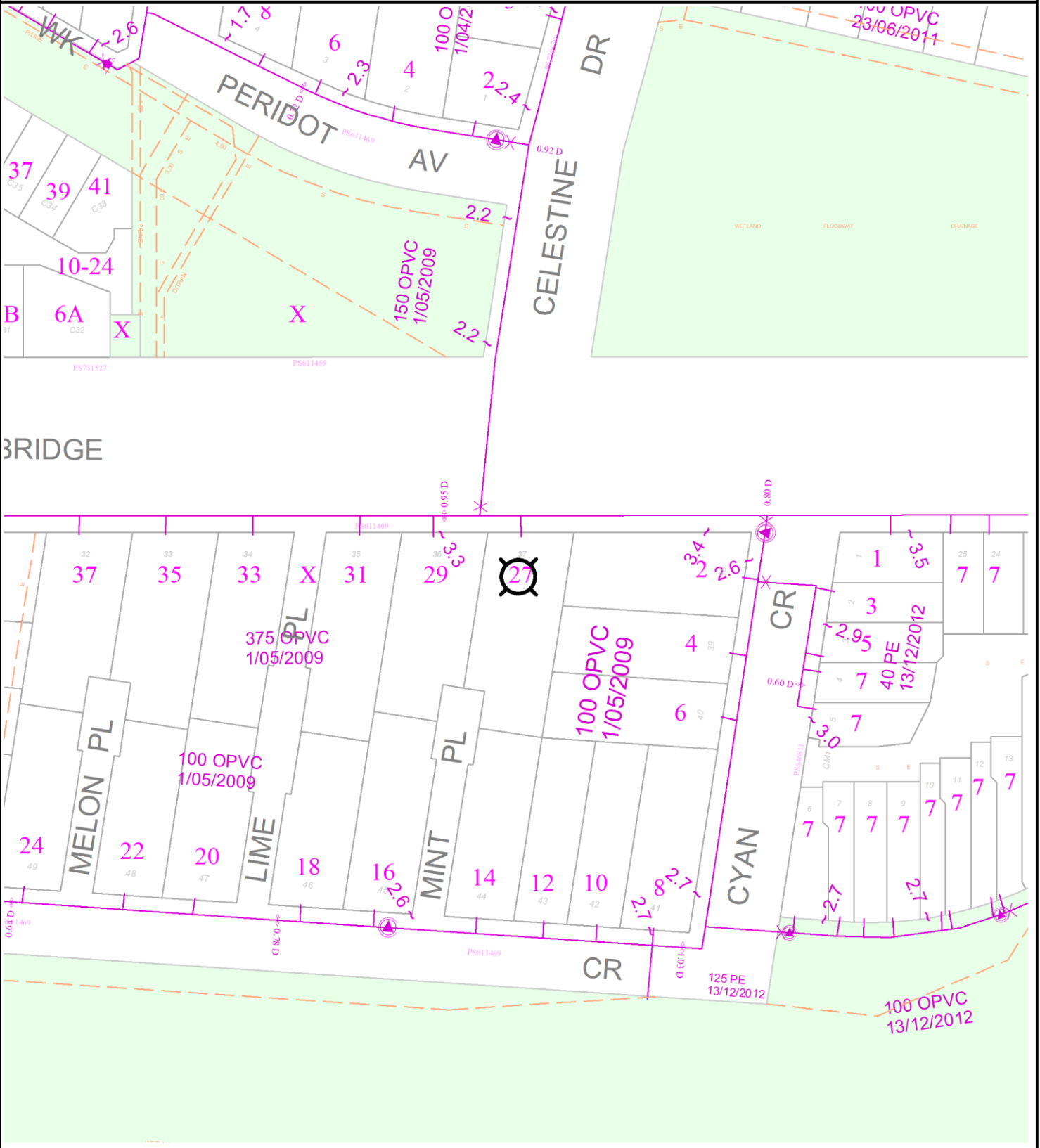
-   Hydrant  
  Fireplug/Washout  
 ~ 1.0 Offset from Boundary



Case Number: 49922156



Date: 30JULY2025



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



Application Number: 2020/2082

## FORM 2

Building Act 1993  
Building Regulations 2018 - Regulation 37(1)

### Building Permit No. BS-L 38408/9165160944422 14 September 2020

#### Issue to

Agent of Owner **Raylow Pty Ltd**  
Postal Address **56-58 Capital Link Drive CAMPBELLFIELD** Postcode **3061**  
Email **construction2@apollovic.com.au**  
Address for serving or giving of documents: **56-58 Capital Link Drive CAMPBELLFIELD** Postcode **3061**  
Contact Person **Kevin Horton** Telephone **1300 886 443**

#### Ownership Details

Owner **SHARON BAILEY**  
Postal Address **27 Bridge Road OFFICER** Postcode **3809**  
Email **sharon.bailey1205@gmail.com**  
Contact Person **SHARON BAILEY** Telephone

#### Property Details

Number **27** Street **Bridge Road** Suburb **OFFICER** Postcode **3809**  
Lot/s **37** LP/PS **611469N** Volume **11204** Folio **226**  
Crown allotment Section Parish County  
Municipal District **Cardinia Shire Council**

#### Builder

Name **RayLow Pty Ltd** Telephone **1300 886 443**  
Address **56-58 Capital Link Drive CAMPBELLFIELD** Postcode **3061**

This builder is specified under section 24B (4) of the **Building Act 1993** for the building work to be carried out under this permit.

#### Natural Person for service of directions, notices and orders( if builder is a body corporate)

Name **Kevin Horton** Telephone **1300 886 443**  
Postal address **56-58 Capital Link Drive CAMPBELLFIELD VIC** Postcode **3061**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
RayLow Pty Ltd	Registered Builder	CDB-L 48031

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Andrew Morrison	Civil Engineer	EC 45605

#### Details of Domestic Building Work Insurance<sup>5</sup>

The issuer or provider of the required insurance policy is: **VMIA**  
Insurance policy number : **C536257**  
Insurance policy date : **23/08/2020**

#### Details of Relevant Planning Permit

Planning Permit #: **N/A**

Date of grant of Planning Permit: **N/A**





### Nature of Building Work

#### Construction of a Verandah

Storeys contains:

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$20,000.00**

Total floor area of new building work in m<sup>2</sup>: **329**

### Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

### BCA Class

Part of Building: **ALL PARTS**

Class: **1a(a)**

### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

1. Prior to placing a footing (Pads)
2. Steel Frame & Final upon completion of all building work

**Occupation or Use of Building:** A certificate of final inspection is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the part of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by 14 September 2021

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

This building work must be completed by 14 September 2022

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

### Relevant Building Surveyor

Name: **Pat Richardson**

Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**

Email: **[reception@buildingpermits.com.au](mailto:reception@buildingpermits.com.au)**

Building practitioner registration no.: **BS-L 38408**

Permit no.: **BS-L 38408/9165160944422**

Date of issue of permit: **14 September 2020**

### Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building



surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3 Include building practitioners with continuing involvement in the building work.

Note 4 Include building practitioners with no further involvement in the building work.

Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

## **Annexures 'A'**

### **Conditions of Approval**

#### **Building Permit No. BS-L 38408/9165160944422 Issued 14 September 2020**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The subject property has been assessed under the requirements of AS3959-2018 Section 2 Cl 2.2. There is no classifiable vegetation within 100 m of the proposed construction. In accordance with the provisions of AS3959-2018, this site is classified as having a BAL of 12.5.
2. The plans that are approved under this Building Permit have been assessed in accordance with Regulation 155 and 156 of the Building Regulations 2018 for designated bushfire prone areas. As a result of this, the property has been given a BAL rating of 12.5. The Builder must ensure all relevant construction requirements as set out in AS3959-2018 are fully complied with.
3. The subject property has been assessed under the requirements of AS3959-2018 Section 2 Cl 2.2 and has been classified as having a BAL of 12.5. The Builder must ensure all relevant construction requirements as set out in AS3959-2018 are fully complied with.
4. Building Permit Fees must be paid in full to Nicholson Wright within 7 days of the date of issue, unless otherwise agreed. Any future endorsement of variations to the approved design, truss computations, additional inspections and re-inspections, etc will be billed directly to the Applicant or Owner as applicable. In the event of the account being in default and being referred to an external party for collection the applicant and/or owner shall be liable for all resulting costs arising from the recovery, including commission which would be payable if the account is paid in full and legal costs including legal demand costs.
5. If at any time during construction building works are found to be in breach of the Building Act and/or the Building Regulations, and said breach results in the issuing of a Building Notice and/or Building Order by the Relevant Building Surveyor, additional fee will be invoiced to the owner/agent.
6. It is the builder's responsibility to ensure that a copy of the building permit and endorsed drawings are present on site during construction works. The Owner must ensure the Builder's and Building Surveyor's registration numbers, contact details, Building Permit number and date of issue are displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work.
7. Lightweight metal verandah roof structures are non-trafficable and not designed to be walked upon.
8. The dwelling to which this structure is attached was constructed before Regulation 810 and 811 were introduced to the Building Regulations 2006 for designated bushfire prone areas and therefore AS3959-2009 does not apply under Section 10 of the Building Act 1993.
9. This Building Permit has been issued with a Performance Based Alternative Solution permitted by the Relevant Building Surveyor allowing the construction of the Verandah/Carport along an allotment boundary without a fire rated wall on the boundary. This variation has been issued pursuant to BCA Volume 2 Performance Requirement P2.3.1(a) (ii), Protection from the spread of fire, Deemed-to-Satisfy Provisions Part 3.7.1.5 Construction of external walls.
10. This Building Permit shall be read in-conjunction with the endorsed building permit drawings.
11. It is the Builder's responsibility to ensure a site inspection has been booked with Nicholson Wright 24 hours prior to inspection time.
12. The site shall be adequately fenced off during construction to prevent public access as required by Regulation 116 Protection of the Public. Furthermore, it is the Builder's responsibility to ensure all excavations are fenced or otherwise guarded against being a danger to life or property.
13. All existing boundary timber paling fences must remain erected throughout the construction period unless the adjoining property owners written consent is obtained for their removal.
14. The builder shall ensure that no part of the building projects beyond the boundary line, easement or any sewerage pipe without prior written consent from the Relevant Authority. Furthermore, consent from the Relevant Authority may be required if the proposed structure is within 1m of a service pipe. This can include a sewer branch connection pipe which may be located outside of an easement. It is the Builder's responsibility to locate these pipes prior to construction commencing.
15. The Owner/Builder shall ensure all downpipes and storm water drainage (incl. overflow outlets from water tanks) have



been connected to the Legal Point of Discharge, as determined by the local Council, prior to arranging a Final Inspection. The Final Inspection will not be approved where the storm water has not been connected to the Legal Point of Discharge. For information on the Legal Point of Discharge for your property, please contact the Council's Infrastructure and Engineering Department.

16. The allotment has been designated by Council as being subject to Termite Infestation, which requires Termite Risk Management measures to be implemented during construction in accordance with Part 3.1.3 Building Code of Australia and AS3660.1.
17. This Building Permit DOES NOT include works to any swimming pool, safety barrier or any other works not specifically referenced on the Building Permit, or listed as "by others" on the approved permit documents. Nicholson Wright takes no responsibility for the compliance or otherwise of these structures. Any existing pool safety barrier must not be altered in any way as part of the building works approved by this Permit.

## **Annexures 'D'**

### **Performance Solution**

#### **Performance Solution**

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

<b>Relevant performance requirement</b>	<b>Details of performance solution</b>
P2.3.1(a)(ii) Protection from the spread of fire	A Performance Solution was used to determine compliance with the BCA Volume 2 Performance Requirement P2.3.1(a) (ii), Protection from the spread of fire, Deemed-to-Satisfy Provisions Part 3.7.2.4 Construction of external walls.



Project Number: 2020/2082

**Form 17**  
**Building Act 1993**

Building Regulations 2018 - Regulation 200  
**CERTIFICATE OF FINAL INSPECTION**

**To:**

Owner: SHARON BAILEY  
27 Bridge Road  
Officer VIC 3809

Agent: Raylow Pty Ltd  
56-58 Capital Link Drive  
CAMPBELLFIELD VIC 3061

**Property Details**

Number: **27** Street/Road: **Bridge Road** Suburb: **Officer** Postcode: **3809**  
Lot/s: **37** LP/PS: **611469N** Volume: **11204** Folio: **226**  
Crown Allotment: Section: Parish: County:  
Municipal District: **Cardinia Shire Council**

**Building permit details**

Building permit number: **BS-L 38408/9165160944422**

Scope of works: **Construction of a Verandah**

Version of BCA applicable to building permit: **2019**

**Description of building work**

Part of building to which permit applies	Permitted use	BCA Class of building
<b>ALL PARTS</b>	<b>Dwelling</b>	<b>1a(a)</b>

**Performance solution**

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

Relevant performance requirement	Details of performance solution
P2.3.1(a)(ii) Protection from the spread of fire	A Performance Solution was used to determine compliance with the BCA Volume 2 Performance Requirement P2.3.1(a) (ii), Protection from the spread of fire, Deemed-to-Satisfy Provisions Part 3.7.2.4 Construction of external walls.

**Directions to fix building work**

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

**Inspection approval dates for mandatory inspections that have been carried out are as follows:**

Inspection Type	Approved Date
Prior to placing a footing (Pads)	03/12/2020
Steel Frame & Final upon completion of all building work	18/01/2021

**Relevant Building Surveyor**

Name: **Pat Richardson**  
Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**  
Email: **reception@buildingpermits.com.au**  
BP registration #: **BS-L 38408**  
Certificate no. **BS-L 38408/9165160944422**  
Date of issue: **19 January 2021**  
Date of final inspection **18 January 2021**



**Nicholson Wright**  
Building Surveyors & Inspectors  
ABN 49 072 393 741

A 57 Cochranes Road, Moorabbin Victoria 3189, Australia

T 03 9555 9511

W [www.buildingpermits.com.au](http://www.buildingpermits.com.au)

Signature:



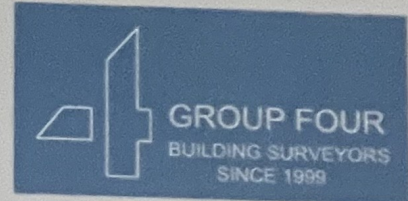
**BUILDING PERMIT No: 2748420174552/0**  
BUILDING ACT 1993, INTERIM BUILDING REGULATIONS 2017  
REGULATION 313

FORM  
2

**GROUP FOUR BUILDING SURVEYORS**

1st Floor, 12 Hardner Road  
Mount Waverley VIC 3149  
ABN 98 158 953 425

P: (03) 9544 0544 E: reception@groupfour.com.au  
F: (03) 9544 0244 www.groupfour.com.au



**ISSUED TO**

NAME : Burbank Australia Pty Ltd  
POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,  
CONTACT PERSON : Emma Mayne  
ADDRESS FOR SERVING DOCUMENTS : 36 Aberdeen Road Altona 3018 VIC,

TEL: (03) 9328-0333

EMAIL : emmam@burbank.com.au

**OWNERSHIP**

NAME : Ms S Bailey  
POSTAL ADDRESS : 12 Waterbury Street, Cranbourne 3977 VIC  
CONTACT PERSON : Ms S Bailey

TEL: 92122181

EMAIL : sballey@csr.com.au

**PROPERTY DETAILS**

NUMBER : 27	STREET : Bridge Road		
LOT : 37	LP/PS : PS 611469N	VOLUME : 11204	SUBURB : Officer
CROWN ALLOTMENT :	SECTION :	PARISH :	FOLIO : 226
MUNICIPAL DISTRICT : Shire of Cardinia			COUNTY :
PROPOSED WORKS : Double Storey Dwelling and Garage			

**BUILDER**

NAME : Burbank Australia Pty Ltd  
POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,

EMAIL :

TEL: (03) 9328-0333

**BUILDING PRACTITIONERS AND/OR ARCHITECTS**

- (a) to be engaged in the building work (with a continual involvement in the building work)  
Jarrod Sanfilippo - DB-U 45297  
(b) who were engaged to prepare documents forming part of the application for this permit (with no further involvement in the building work)  
Steve Buratto - EC-1478  
John Hanna - EC - 27297

**DOMESTIC BUILDING WORK INSURANCE**

INSURANCE PROVIDER : Insurance House Pty Ltd  
INSURANCE NUMBER : C325690  
INSURANCE ISSUED ON : 30-Oct-2017

**NATURE OF BUILDING WORK**

NATURE OF BUILDING WORKS: New Building

STAGE OF BUILDING WORK PERMITTED:

TOTAL FLOOR AREA: 481

COST OF BUILDING WORK: \$472,023

RISE IN STORIES: 2

**BUILDING CLASSIFICATION**

Part of Building : Double Storey Dwelling and Garage BCA Class - 1a1, 10a

**PRESCRIBED REPORTING AUTHORITIES**

Reporting Authority : Council

Regulation : reg. 802(3)

Matter Report On: Construction of buildings on land liable to flooding

This Permit expires on 12 February 2020



**BUILDING PERMIT No: 2748420174552/0**  
BUILDING ACT 1993, INTERIM BUILDING REGULATIONS 2017  
REGULATION 313

FORM  
2

**GROUP FOUR BUILDING SURVEYORS**

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ABN 96 158 953 425

P: (03) 9544 0544 E: reception@groupfour.com.au  
F: (03) 9544 0244 www.groupfour.com.au



**ISSUED TO**

NAME : Burbank Australia Pty Ltd

POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,

CONTACT PERSON : Emma Mayne

ADDRESS FOR SERVING DOCUMENTS : 36 Aberdeen Road Altona 3018 VIC,

TEL: (03) 9328-0333

EMAIL : emmam@burbank.com.au

**OWNERSHIP**

NAME : Ms S Bailey

POSTAL ADDRESS : 12 Waterbury Street, Cranbourne 3977 VIC

CONTACT PERSON : Ms S Bailey

TEL: 92122181

EMAIL : sbailey@csr.com.au

**PROPERTY DETAILS**

NUMBER : 27

STREET : Bridge Road

LOT : 37

LP/PS : PS 611469N

VOLUME : 11204

SUBURB : Officer

CROWN ALLOTMENT :

SECTION :

PARISH :

FOLIO : 226

MUNICIPAL DISTRICT : Shire of Cardinia

COUNTY :

PROPOSED WORKS : Double Storey Dwelling and Garage

**BUILDER**

NAME : Burbank Australia Pty Ltd

POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,

EMAIL :

TEL: (03) 9328-0333

**BUILDING PRACTITIONERS AND/OR ARCHITECTS**

(a) to be engaged in the building work (with a continual involvement in the building work)

(b) who were engaged to prepare documents forming part of the application for this permit (with no further involvement in the building work)

**DOMESTIC BUILDING WORK INSURANCE**

INSURANCE PROVIDER : Insurance House Pty Ltd

INSURANCE NUMBER : C325690

INSURANCE ISSUED ON : 30-Oct-2017

**NATURE OF BUILDING WORK**

NATURE OF BUILDING WORKS: New Building

STAGE OF BUILDING WORK PERMITTED:

TOTAL FLOOR AREA: 481

COST OF BUILDING WORK: \$472,023

RISE IN STORIES: 2

**BUILDING CLASSIFICATION**

Part of Building : Double Storey Dwelling and Garage BCA Class - 1a1, 10a

**PRESCRIBED REPORTING AUTHORITIES**

Reporting Authority : Council

Regulation : reg. 802(3)

Matter Report On: Construction of buildings on land liable to flooding

This Permit expires on 12 February 2020



**BUILDING PERMIT No: 2748420174552/0**  
BUILDING ACT 1993, INTERIM BUILDING REGULATIONS 2017  
REGULATION 313

FORM  
2

**GROUP FOUR BUILDING SURVEYORS**

1st Floor, 12 Hardner Road,  
Mount Waverley VIC 3149  
ABN 96 158 953 425

P: (03) 9544 0544 E: reception@groupfour.com.au  
F: (03) 9544 0244 www.groupfour.com.au



**INSPECTION REQUIREMENTS** (Book inspections online - inspection.groupfour.com.au)

Pre Slab  
Steel  
Frame  
Final

**OCCUPATION OR USE OF BUILDING**

An Occupancy Permit is required prior to the occupation or use of this building.  
If an occupancy permit is required, the permit is required for the whole of the building in respect of which the building work is carried out.

**COMMENCEMENT AND COMPLETION**

This building work must commence by: 12-Feb-2019

This building work must be completed by: 12-Feb-2020

**CONDITIONS**

All building works are to be carried out in accordance with the endorsed building permit documents and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.

All relevant Planning Conditions and covenants on title must be complied with.

Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system and/or Rain Water tank.

Floor joist design & layouts to be submitted for approval prior to the frame inspection.

The work must be carried out strictly in conformity with the endorsed plans and specifications. One copy of which must be kept on site and made available for inspection while the work is in progress.

There must be no unauthorized encroachment of any part of the work beyond the building alignment.

Truss computations certification and layouts to be submitted for approval prior to the frame inspection.

Roof plumbing to be designed and installed in accordance with Plumbing Regulations. Documents are indicative only.

As per Regulation 612 provide a copy of the screw pile log report within 28 days of the completion

Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.

The building is to be protected in accordance with AS3660. 2014 Termite Management.

Confirmation that the Balcony Flashing and external waterproofing membranes for above ground use complies with AS4654 is to be provided by the waterproofing installer prior to the occupancy permit

A report & consent has been issued by Council to allow the proposal to be within a flood prone area.

SIGNED

PERMIT ISSUE DATE : 12-Feb-2018

Our Reference Number : 12258

Permit Amended Date : 20-Apr-2018

Building Surveyor : David Madeira (BS-U 27484)

ASSESSING OFFICER: Anton Gulyas

This Permit expires on 12 February 2020



## FORM 16

Building Act 1993

Building Regulations 2018

Occupancy Permit - 2748420174552/0

### Property details

Lot 37 27 Bridge Road, Officer

Lot 37 PS611469N Vol 11204 Folio 226

Municipal District Shire of Cardinia

Crown allotment N/A Section N/A Parish N/A County N/A

### Building permit details

Building permit number 2748420174552/0

2016 version of BCA applicable to building permit

### Building details

**Building to which permit applies** Double Storey  
Dwelling and Garage  
**Permitted use** Residential

**BCA Class of building** 1ai  
**Maximum permissible** 1.5 floor live load  
**Storeys contained** 2

### Reporting authorities

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

Reporting authority	Matter reported on or consented to	Relevant regulation no.
Council	Construction of buildings on land liable to flooding	reg. 802(3)

### Conditions to which this permit is subject

Occupation is subject to the following conditions -

(2) Other conditions

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- External steps & landings to be maintained to comply with BCA 3.9.
- Facilities to be installed & connected at handover.

### Suitability for occupation

At this date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

OCCUPANCY  
PERMIT

**Relevant building surveyor**

**Name** David Madeira

**Building practitioner registration number** BS-U 27484

**Occupancy permit no.** 2748420174552/0

**Date of issue:** 08-March-2019

**Date of final inspection:** 08-March-2019

**Municipal District:** Shire of Cardinia

**Signature:**



OCCUPANCY  
PERMIT

## Domestic Building Insurance

## Certificate of Insurance

**Sharon Bailey**  
**12 Waterbury St**  
**CRANBOURNE**  
**VIC 3977**

Policy Number:  
**C325690**

Policy Inception Date:  
**30/10/2017**

Builder Account Number:  
**007472**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **27 Bridge Rd OFFICER VIC 3809 Australia**

Carried out by the builder: **BURBANK AUSTRALIA PTY LTD**

Builder ACN: **007099872**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Sharon Bailey**

Pursuant to a domestic building contract dated: **23/10/2017**

For the contract price of: **\$ 472,023.00**

Type of Cover: **Cover is only provided if BURBANK AUSTRALIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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

## Period of Cover

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

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

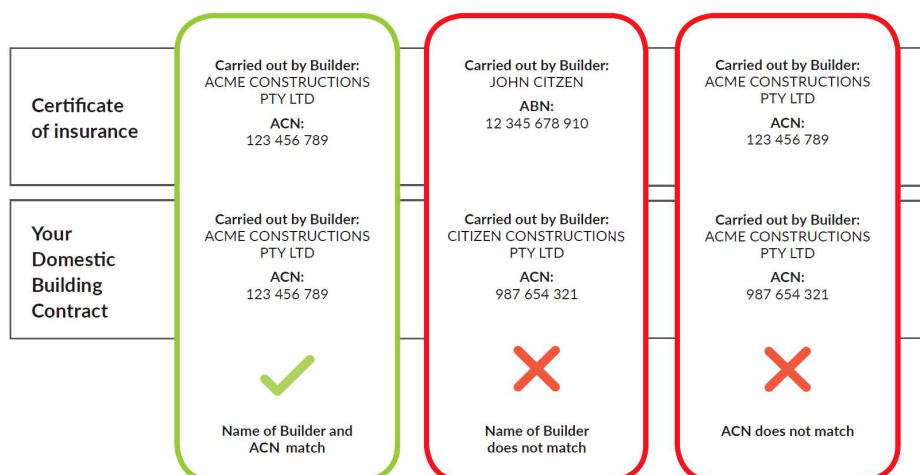
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$640.00</b>
GST:	<b>\$64.00</b>
Stamp Duty:	<b>\$70.40</b>
<b>Total:</b>	<b>\$774.40</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some example of what to look for*



*Joseph Borg*  
*Building inspector*  
*RBP-U-24736*

*Building Inspector*  
*Building Consultant*  
*Accredited Mediator*  
*Pest Management Technician*

8 Pink Hill Blvd.  
Beaconsfield 3807

Mb: **0410 545454**

Email: [joe@houseinspection.services](mailto:joe@houseinspection.services)  
A.B.N. 84 540 010 360



REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993  
(OWNER-BUILDER CONSTRUCTION)

Site address: 27 Bridge Road Officer  
Commissioned By: Sharon Bailey

Building inspection

Identification	Class 1 building	Outbuildings	Class 10 / 10b
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This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of existing conditions required to enable appropriate insurance to be obtained and attached to the contract of sale as specified in Part 137B Building Act 1993.

Defects identified in the Insurance Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects that seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

A person who constructs a building must not enter into a contract to sell the building under which the purchaser will become entitled to possess the building (or to receive the rent and profits from the building) within the prescribed period unless-

- (a) In the case of a person other than a registered building practitioner-
  - (i) The person has obtained a report on the building from a prescribed building practitioner that contains the matters that are required by the Minister by notice published in the Government Gazette; and
  - (ii) The person obtained the report not more than 6 months before the person enters into the contract to sell the building; and
  - (iii) The person has given a copy of the report to the intending purchaser;
- and
- (b) The person is covered by the required insurance (if any); and
- (c) The person has given the purchaser a certificate evidencing the existence of that insurance; and
- (d) In the case of a contract for the sale of a home, the contract sets out the warranties implied into the contract by section 137C.

Unless otherwise stated;

No soil report or other material has been excavated or removed;

No plants or trees have been removed;

No samples have been taken or tested;

No fixtures, fittings, claddings or lining materials have been removed;

Building services have not been tested and registered/authorized persons should be contacted for approval of these services;

No enquiries of drainage, sewerage or water authorities have been made;

No plans or specifications or other contract documents have been sighted for the purpose of inspecting the works and providing a written report;

No special investigation of inspect attack (eg: borer, termite, etc) has been made and any reference to this has been made on a casual inspection.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)	
Site Address:	27 Bridge Road Officer

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Date of report:	29/7/25	Date of inspection:	11/11/24
Weather conditions at time of inspection		Other <input type="checkbox"/> (please specify) .....Fine .....	

Name of prescribed building practitioner:		Joseph Borg IN-U-24736	
Address:	8 Pink Hill Blvd Beaconsfield 3807	Post Code:	3806
Signature:	<i>Joseph P Borg</i>		

<b>Description of the building:</b>
<p>This report relates to the following:</p> <ul style="list-style-type: none"> <li>➤ Construction of an all-steel veranda and deck</li> <li>➤ Pantry fit out.</li> <li>➤ Engineered flooring throughout.</li> <li>➤ Painting where required</li> </ul>
<b>Services connected to the property and their condition:</b>
Mains Water [x] Gas [x] Electricity [x] Sewer connection [x] SW discharge point [x]
<b>Materials used in the construction:</b>
<p>Construction of an all-steel veranda and deck</p> <ul style="list-style-type: none"> <li>➤ Steel posts and pitching beams</li> <li>➤ Spandek color bond roofing</li> <li>➤ Roof discharges to existing garage roof.</li> <li>➤ Skillion roof.</li> <li>➤ Rain head and spouting have been upgraded</li> <li>➤ Joists 90 x 45 mm</li> <li>➤ Bearers 2/90 x 45 mm</li> <li>➤ Stumps 100 x 100 mm</li> <li>➤ Merbau deck boards</li> <li>➤ Pantry fit out.</li> </ul> <p>Engineered flooring throughout.</p> <p>Painting where required</p>
<b>Second Hand Materials used in the construction:</b>
<ul style="list-style-type: none"> <li>➤ Nil</li> </ul>
<b>Site details</b>
<ul style="list-style-type: none"> <li>➤ Construction of an all-steel veranda and deck</li> <li>➤ Pantry fit out.</li> <li>➤ Engineered flooring throughout.</li> <li>➤ Painting where required</li> </ul>

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

<b>List of defects in the building/s: *</b>
➤ Nil
<b>Areas of the building/s inaccessible at the time of inspection:</b>
➤ Foundations could not be verified. ➤ Footings could not be verified. ➤ Gauge of steel or stress grade of timbers could not be verified. ➤ Stormwater drainage system and discharge point cannot be confirmed. ➤ Waterproofing to wet areas could not be confirmed.
<b>Condition and status of incomplete works:</b>
➤ Nil

\* A report listing defects in the building/s to include but are not restricted to, conditions of the following building elements:

Site drainage	Footings	Subfloor
Frame	External walls	Internal walls and ceilings
Floor and wall tiling	External roof	Internal roof conditions
Built-in fittings/joinery	Doors/windows	Fireplaces/solid fuel heaters
Plumbing and drainage	Fixed appliances	Flyscreens
Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.		

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report or the section 32.

<b>Documents attached to this report must remain with this report:</b>
➤ Veranda building permit No: BS-L 38408/9165160944422 Dated 14/9/20 ➤ Certificate of final inspection No: BS-L 38408/9165160944422 Dated 19/1/21 ➤ A permit is not required for new for old replacement or renovation, such as bathrooms, kitchen, laundry etc. ➤ Alterations to a Building. Alterations to a building are exempt from the requirement to obtain a building permit by item 4 of schedule 3 if the building work will not Adversely affect and will not increase or decrease the floor area. or will not adversely affect the safety of the public or occupiers of the building.

*Joseph P Borg*

Dip. BS.  
 RBP IN-U- 24736  
 Accredited Mediator.  
 Pest Management Technician



# PROPERTY REPORT

27 Bridge Road, Officer Vic 3809

## Details

### LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 37 PS611469

### LOCAL GOVERNMENT (COUNCIL)

Cardinia

### LEGAL DESCRIPTION

37\PS611469

### COUNCIL PROPERTY NUMBER

5000009603

### LAND SIZE

578m<sup>2</sup> Approx

### ORIENTATION

South

### FRONTAGE

16.19m Approx

### ZONES

UGZ - Urban Growth Zone - Schedule 1

### OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 2

LSIO - Land Subject To Inundation Overlay

## State Electorates

### LEGISLATIVE COUNCIL

Eastern Victoria Region

### LEGISLATIVE ASSEMBLY

Pakenham District

## Schools

### CLOSEST PRIVATE SCHOOLS

St Clare's Primary School (1337 m)

St Francis Xavier College - Officer Campus (1650 m)

Glenvale School - Berwick Centre (2262 m)

### CLOSEST PRIMARY SCHOOLS

Bridgewood Primary School (470 m)

### CLOSEST SECONDARY SCHOOLS

Officer Secondary College (1845 m)

## Burglary Statistics

### POSTCODE AVERAGE

1 in 53 Homes

### STATE AVERAGE

1 in 76 Homes

### COUNCIL AVERAGE

1 in 85 Homes

## Council Information - Cardinia

### PHONE

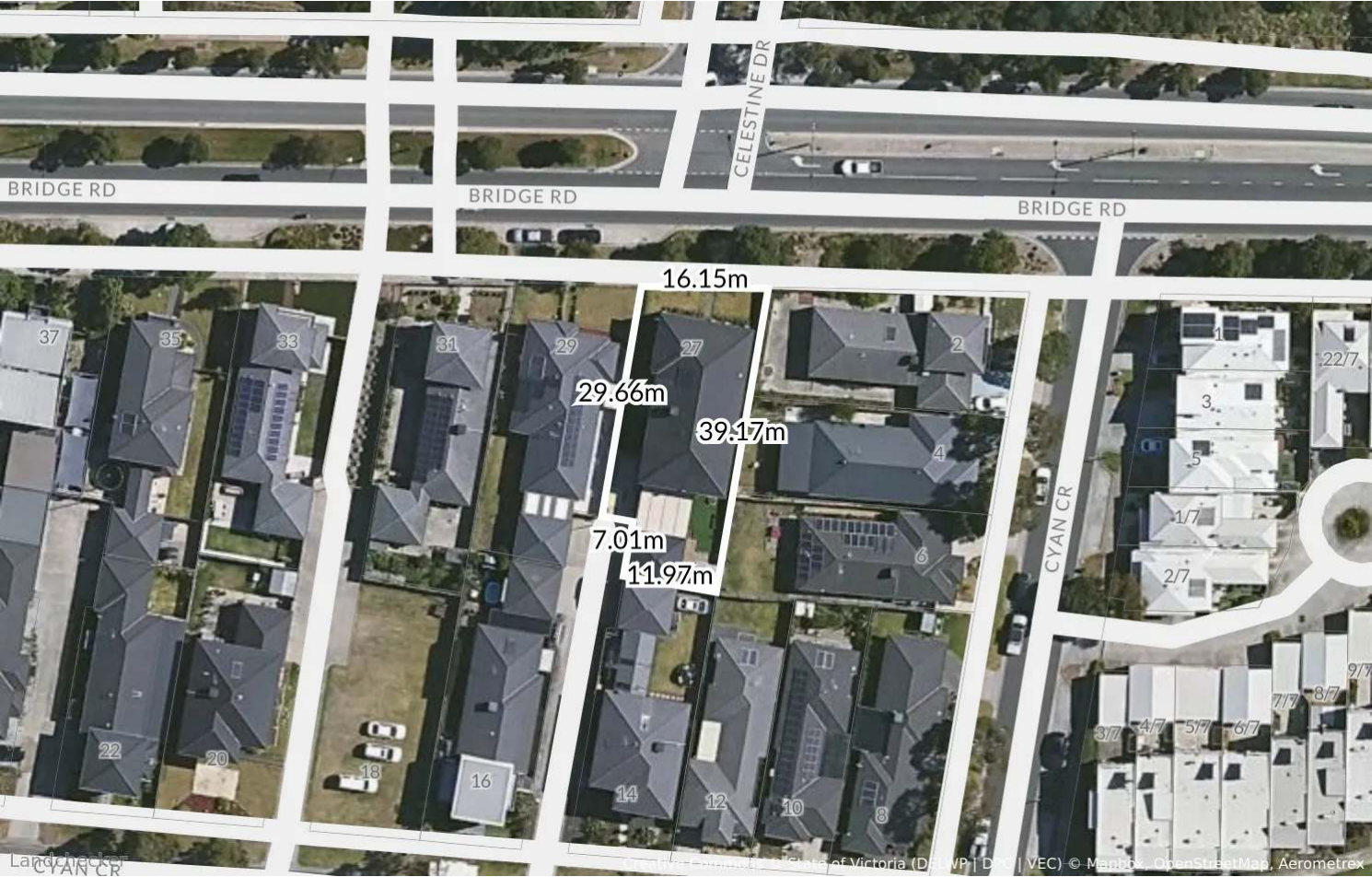
1300787624 (Cardinia)

### EMAIL

mail@cardinia.vic.gov.au

### WEBSITE

<http://www.cardinia.vic.gov.au/>



# RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

27 Bridge Road, Officer Vic 3809

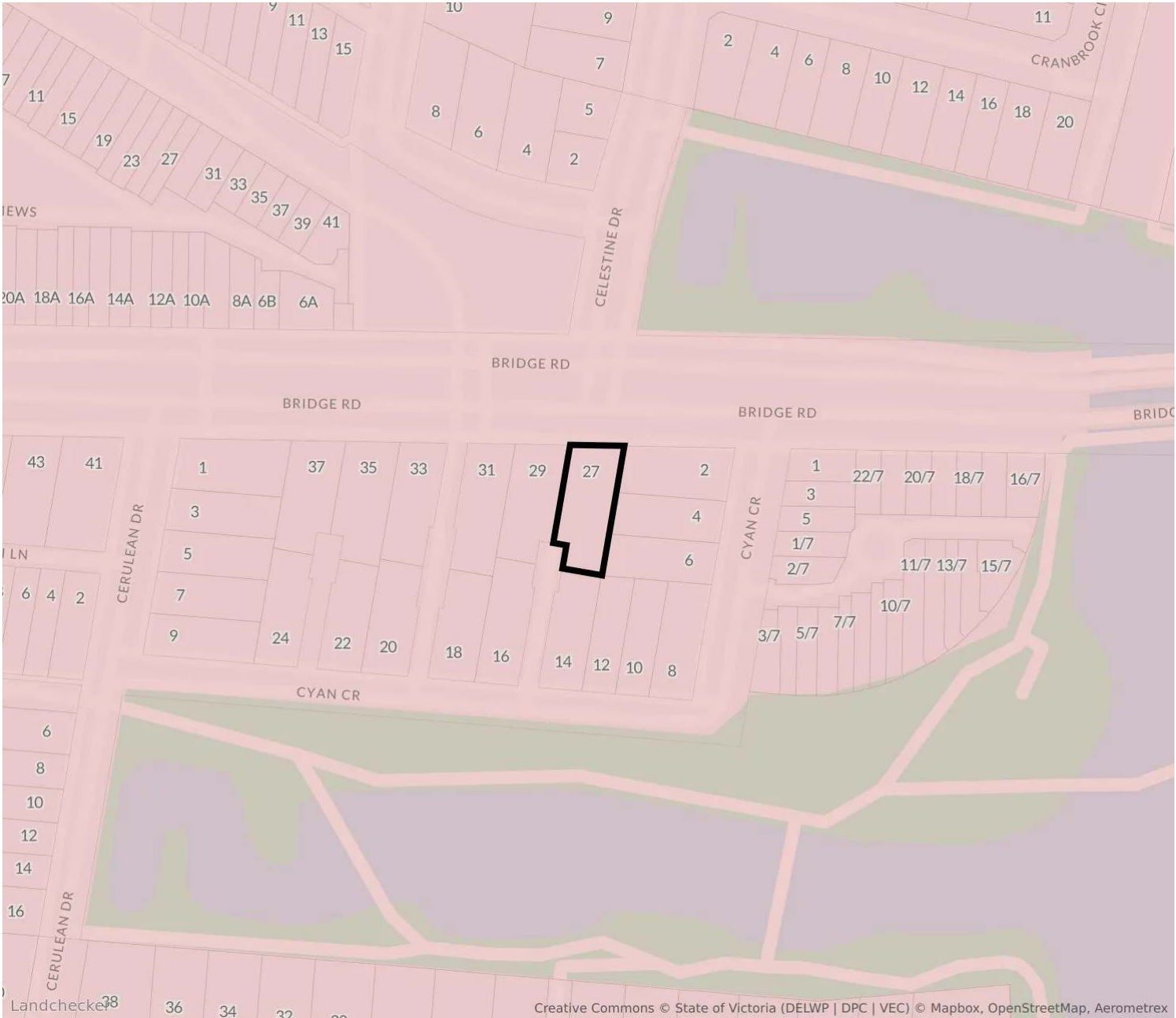
Status	Code	Date	Description
APPROVED	VC258	03/07/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	VC219	02/07/2025	The Amendment changes the VPP and all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protections for nearby accommodation.
APPROVED	VC247	02/07/2025	Amendment VC247 extends planning exemptions under clauses 52.07 (Emergency recovery) and 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) and makes corrections to ordinance introduced in VC246 related to Container deposit scheme centres.
APPROVED	VC250	02/07/2025	The amendment supports Victorias Gas Substitution Roadmap (Victorian Government, 2022) by prohibiting new gas connections for new dwellings, apartments and residential subdivisions where a planning permit is required.
APPROVED	VC253	02/07/2025	Amendment VC253 introduces a new land use term and siting, design and amenity requirements for a small second dwelling into the Victoria Planning Provisions (VPP) and all planning schemes to implement Victorias Housing Statement: The decade ahead 2024-2034 by making it easier to build a small second dwelling.
APPROVED	VC267	01/07/2025	Amendment VC267 implements new residential development planning assessment provisions to boost housing construction to meet the housing needs of Victorians.
APPROVED	VC269	01/07/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.
APPROVED	VC286	30/06/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	VC275	26/06/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	VC266	28/05/2025	The amendment extends the timeframe for the temporary planning provisions that allow for the use and development of land for a Dependent persons unit (DPU) by one year to 28 March 2026. The amendment also updates the permit requirements for DPU proposals affected by particular overlays.
APPROVED	C274card	28/05/2025	The amendment introduces the Officer South (Employment) Precinct Structure Plan (PSP) and Infrastructure Contributions Plan into the Cardinia Planning Scheme and makes other changes to the planning scheme to implement the directions of the PSP.

Status	Code	Date	Description
APPROVED	VC274	28/05/2025	Amendment VC274 introduces the Precinct Zone (PRZ) at Clause 37.10 to support housing and economic growth in priority precincts across Victoria in line with Victorias Housing Statement, The Decade Ahead 2024-2034 and the Victorian Governments vision for priority precincts, including Suburban Rail Loop precincts.
APPROVED	VC257	28/05/2025	Amendment VC257 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to introduce Clause 32.10 Housing Choice and Transport Zone (HCTZ) and Clause 43.06 Built Form Overlay (BFO) to support housing growth in and around activity centres and other well-serviced locations in line with Victorias Housing Statement, The Decade Ahead 2024-2034

# PROPOSED PLANNING SCHEME AMENDMENTS

27 Bridge Road, Officer Vic 3809

Status	Code	Date	Description
PROPOSED	C278card	09/01/2025	The amendment introduces a new Environmentally Sustainable Development (ESD) local policy (Clause 22.11) and makes associated changes to the Municipal Strategic Statement (MSS).



**UGZ1 – Urban Growth Zone – Schedule 1**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

VPP 37.07 Urban Growth Zone

Plan 1 shows the future urban structure proposed in the Cardinia Road Precinct Structure Plan (September 2008).Plan 1 to Schedule 1 to Clause 37.07

LPP 37.07 Schedule 1 To Clause 37.07 Urban Growth Zone

For confirmation and detailed advice about this planning zone, please contact CARDINIA council on 1300787624.

**Other nearby planning zones**

 TRZ2 – Transport Zone





## DCPO2 - Development Contributions Plan Overlay - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.

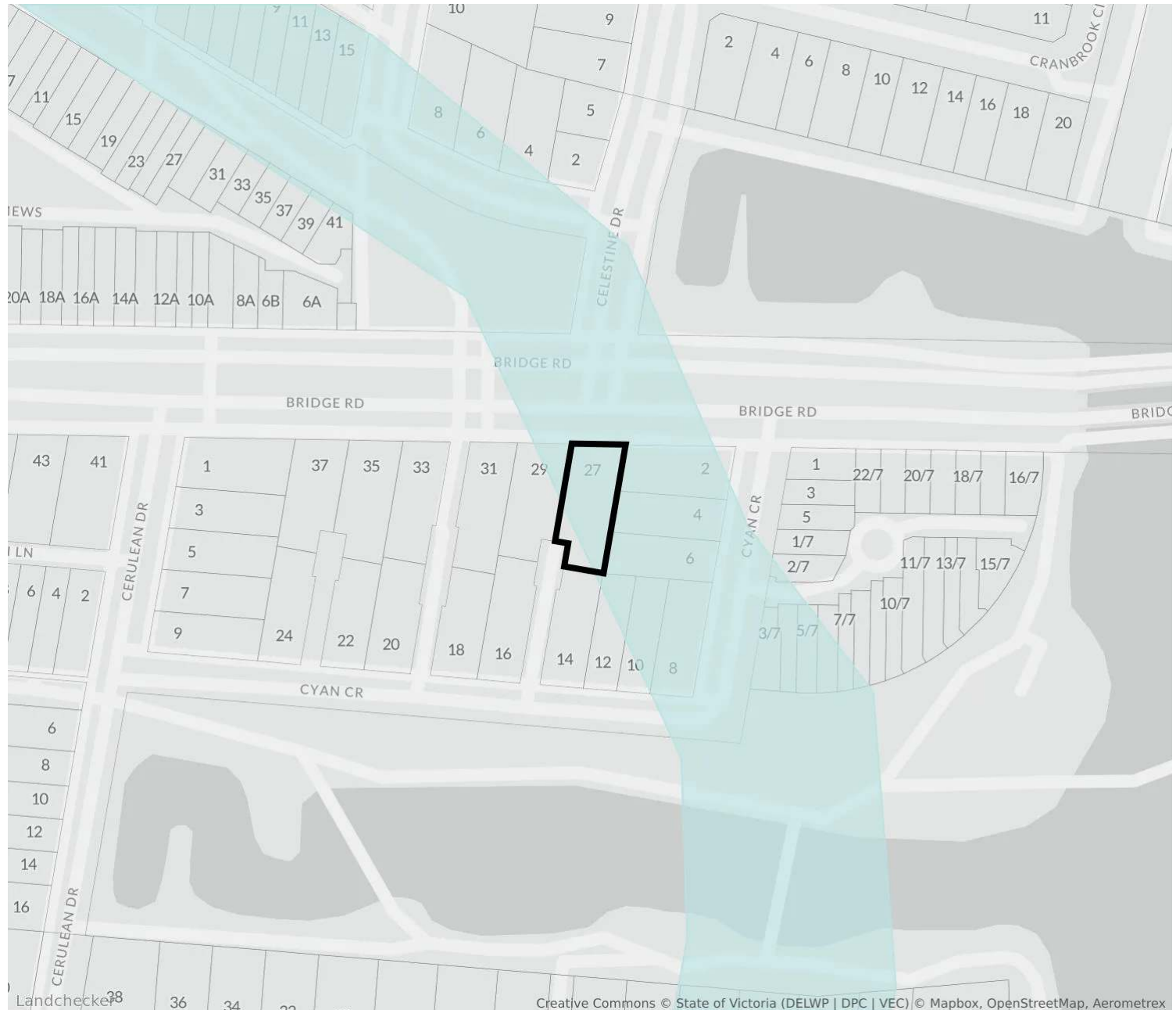
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[VPP 45.06 Development Contributions Plan Overlay](#)

Land in Pakenham and Officer within the DCPO2 area.

[LPP 45.06 Schedule 2 To Clause 45.06 Development Contributions Plan Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact CARDINIA council on 1300787624.



## LSIO - Land Subject To Inundation Overlay

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the Water Act, 1989.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

VPP 44.04 Land Subject To Inundation Overlay

None specified.

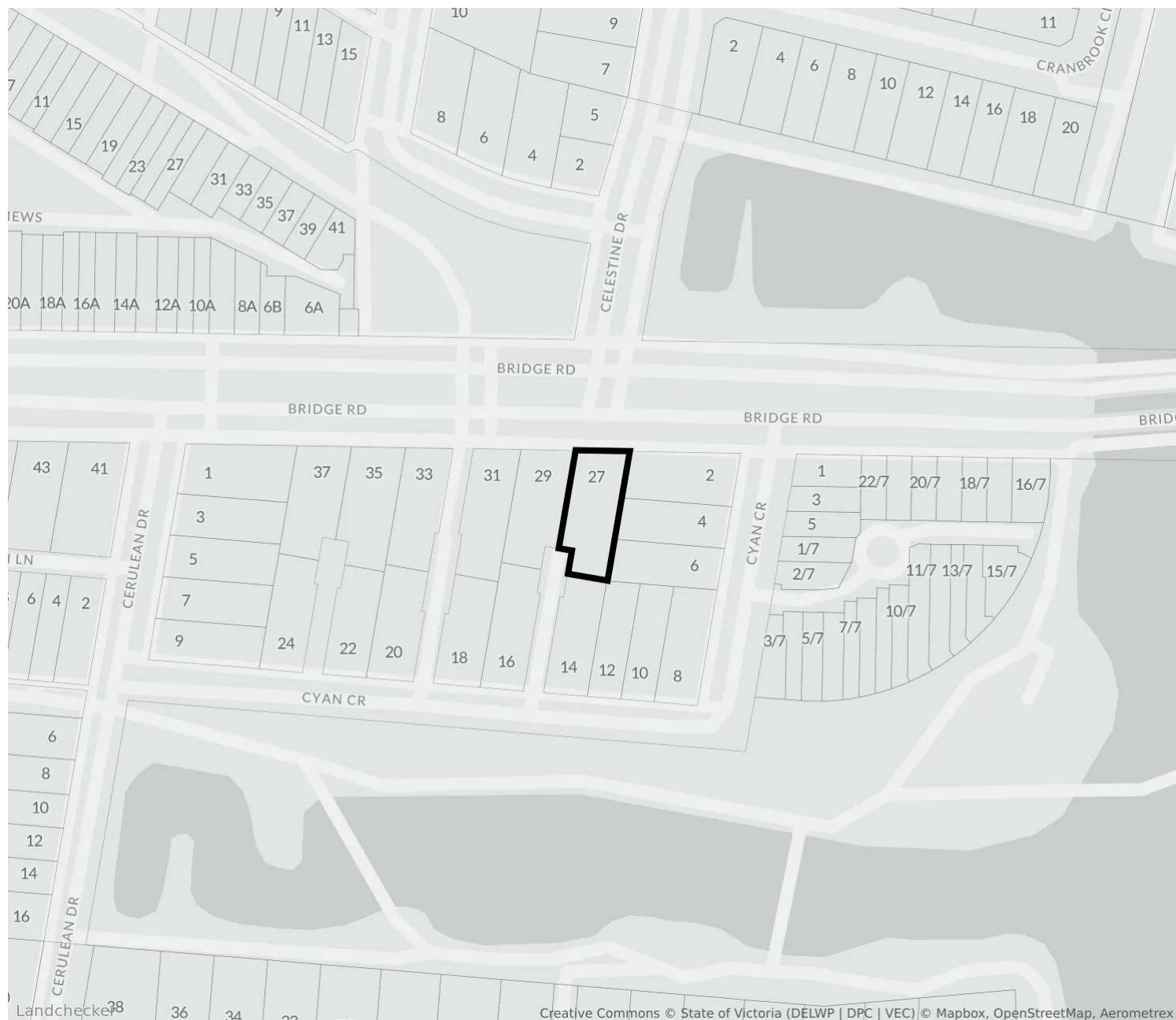
LPP 44.04 Schedule To Clause 44.04 Land Subject To Inundation Overlay

For confirmation and detailed advice about this planning overlay, please contact CARDINIA council on 1300787624.

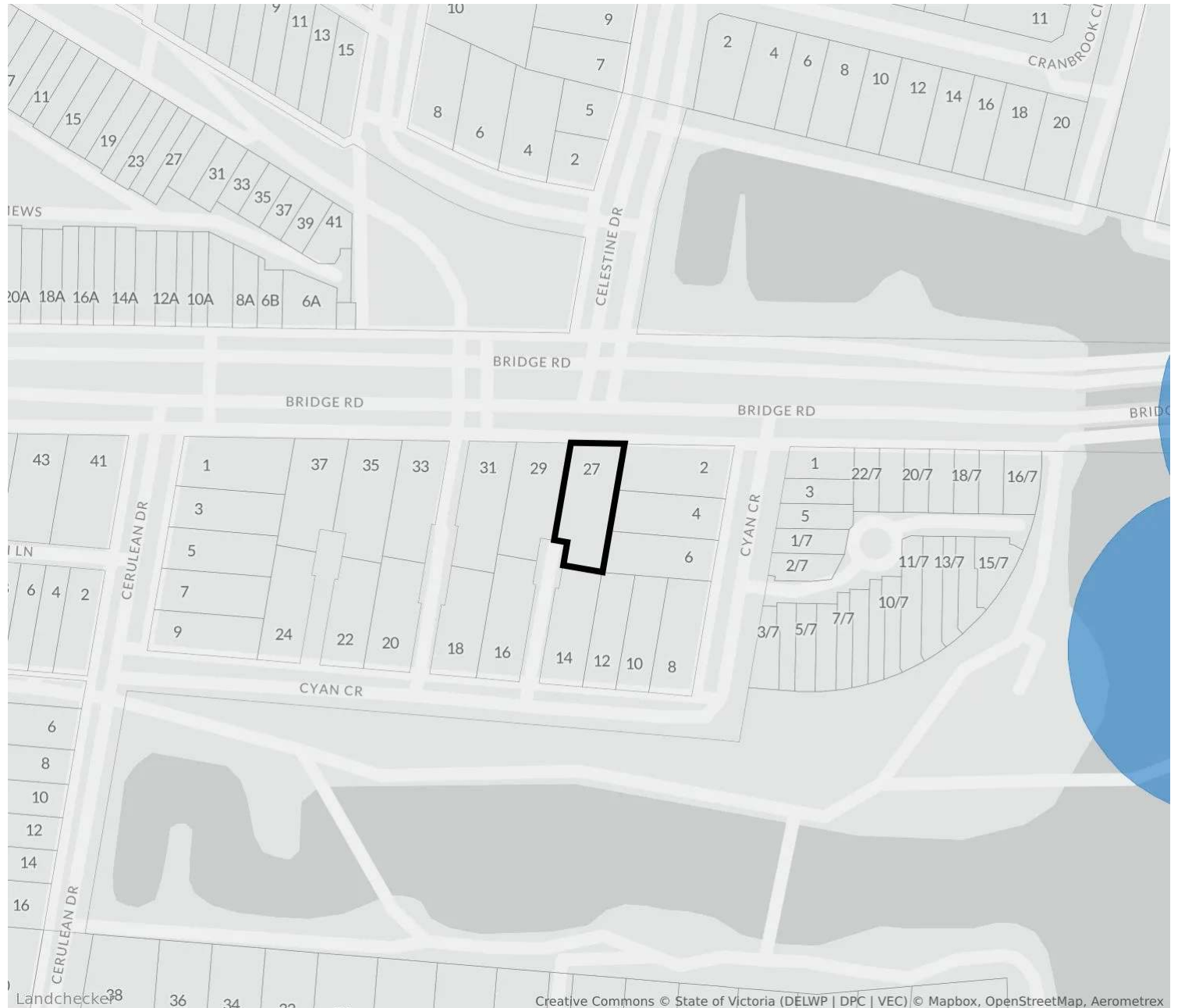


## NEARBY OVERLAYS

27 Bridge Road, Officer Vic 3809



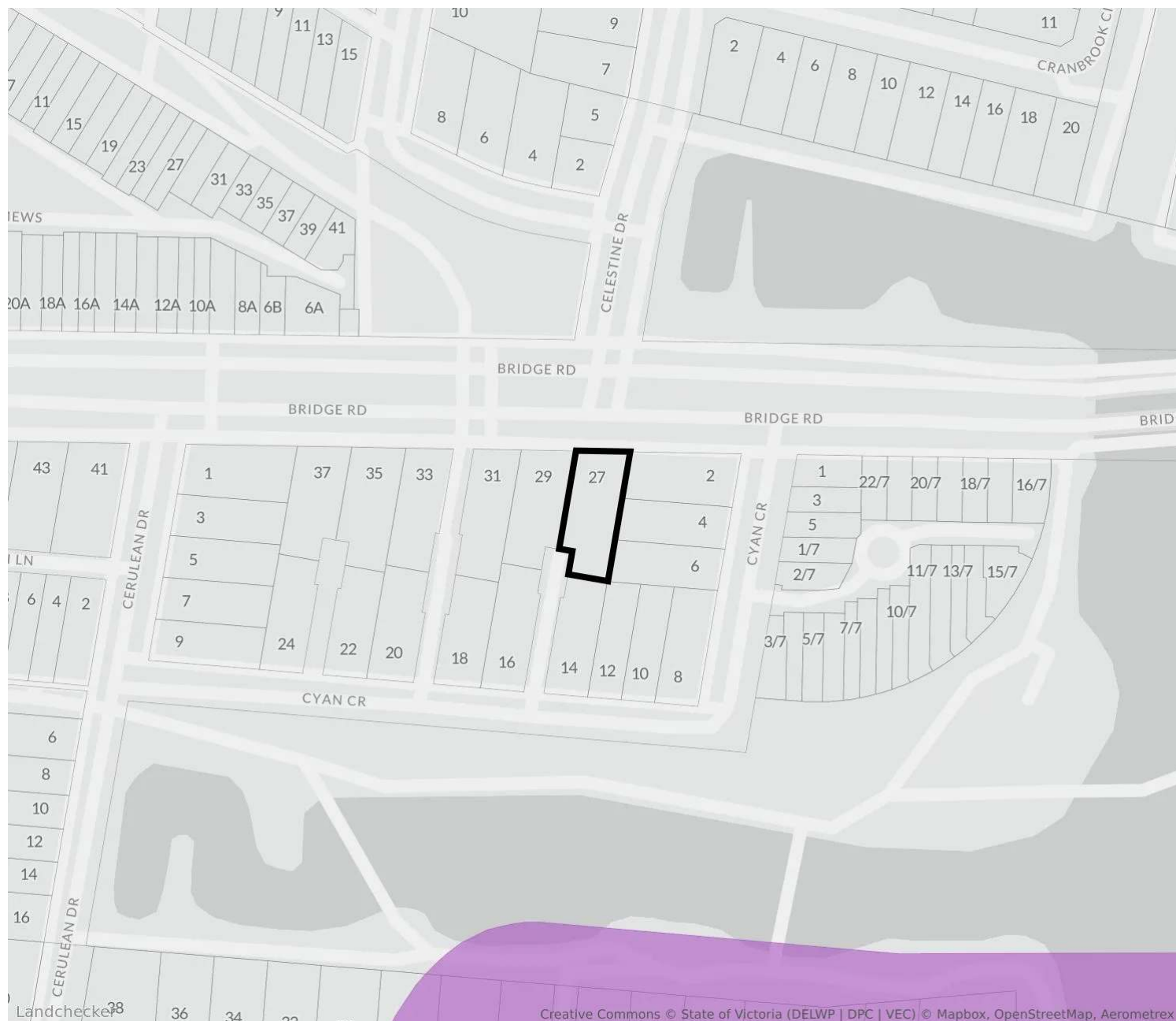
There are no overlays in the vicinity



## Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

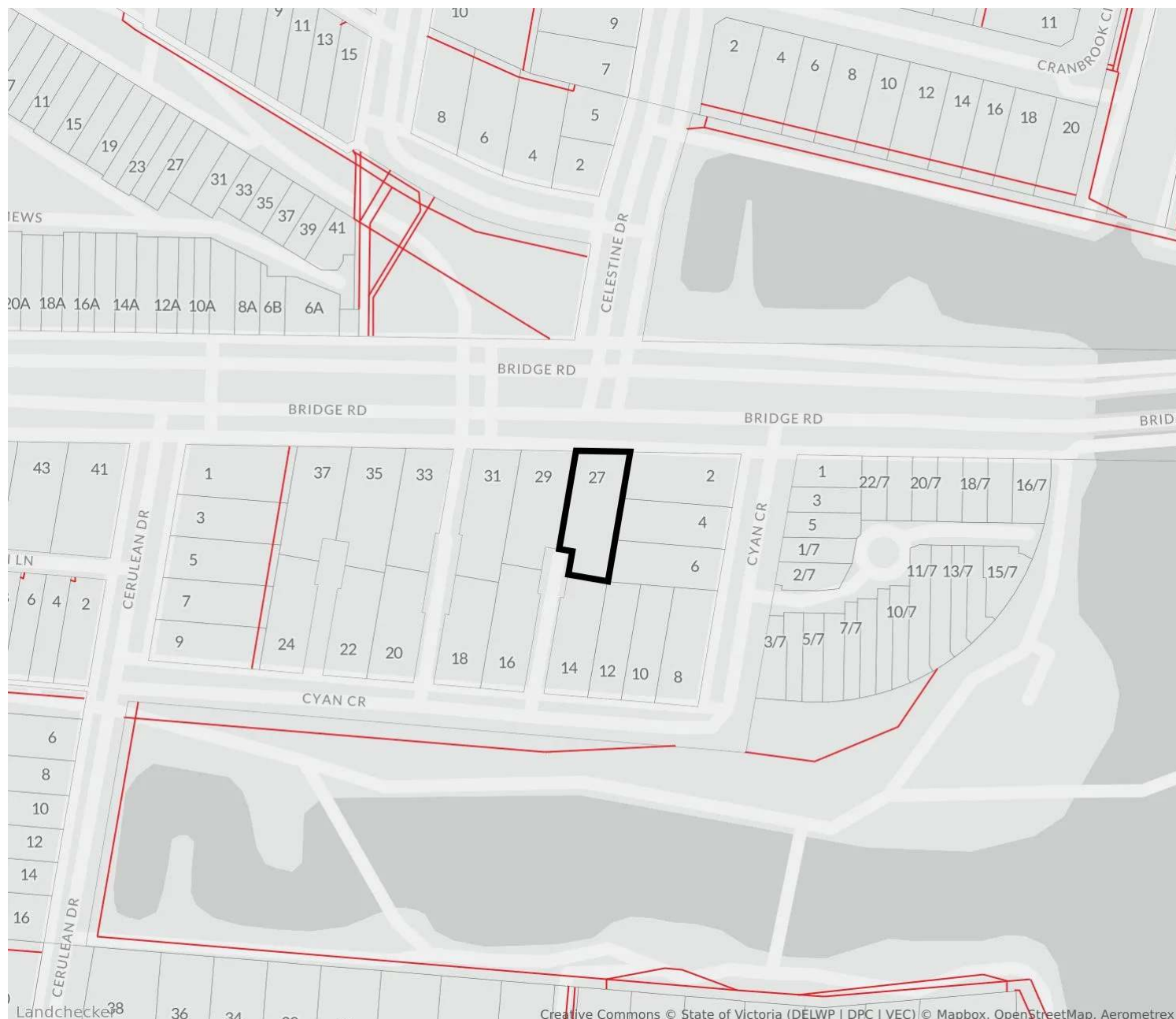
For confirmation and detailed advice about the cultural sensitivity of this property, please contact CARDINIA council on 1300787624.



## Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact CARDINIA council on 1300787624.

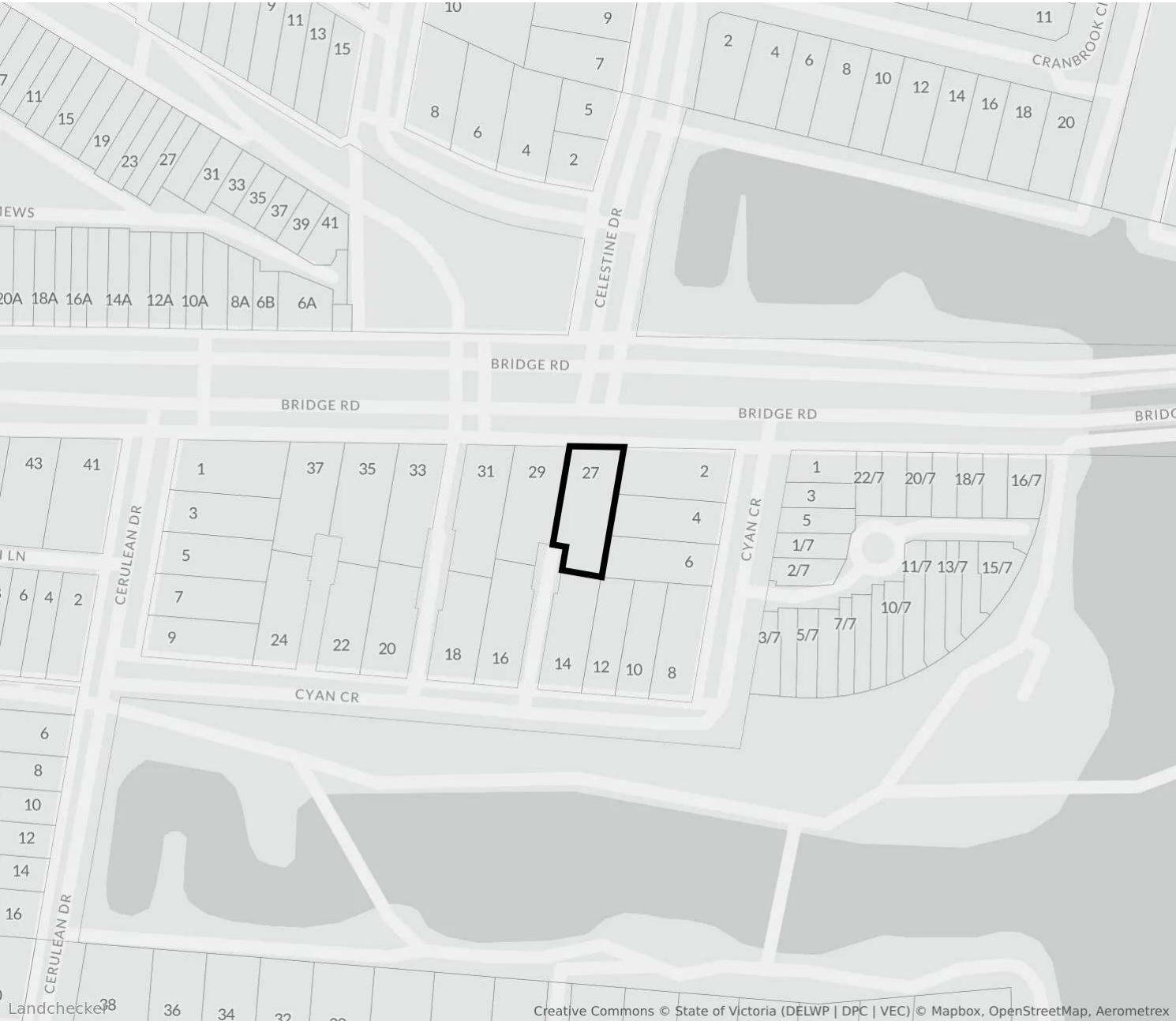


## Easements

The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact CARDINIA council on 1300787624.





Status	Code	Date	Description
OTHER	T170670	11/12/2017	Construction of a double storey dwelling with lock up gargae.

For confirmation and detailed advice about this planning permits, please contact CARDINIA council on 1300787624.

## NEARBY PLANNING PERMITS

27 Bridge Road, Officer Vic 3809



Status	Code	Date	Address	Description
APPROVED	T240375 - PC3	04/06/2025	<u>1 Niki Place, Officer</u>	T240375 pc3 (con. 12 tmp).
APPROVED	T240375 - PC2	03/06/2025	<u>1 Niki Place, Officer</u>	T240375 pc2 (con. 8 Imp).
APPROVED	T240375 - PC4	13/05/2025	<u>1 Niki Place, Officer</u>	T240375 pc4 (con. 22 cemp).
APPROVED	T240375 - PC1	28/04/2025	<u>1 Niki Place, Officer</u>	T240375 pc1 (con. 1 cp) plans to comply.
APPROVED	T240375	03/03/2025	<u>1 Niki Place, Officer</u>	Development of the land for a childcare centre and convenience restaurant, use of the land for a childcare centre, display of business identification, electronic and internally illuminated signage, reduction of the car parking requirement pursuant to clause 52.06 and waiver of bicycle facility requirements pursuant to clause 52.34 of the scheme.

Status	Code	Date	Address	Description
OTHER	T240359	29/07/2024	<a href="#">1 Niki Place, Officer</a>	T.
APPROVED	T210824 - PC2	19/01/2024	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	T210824 pc (con 07) - plans to comply _x000d_ staged multi-lot residential subdivision (lot bc on plan of subdivision 731532n).
APPROVED	T210824 - PC3	19/01/2024	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	T210824 - pc3 - (con.13) - plans to comply _x000d_ staged multi-lot residential subdivision (lot bc on plan of subdivision 731532n).
APPROVED	T210824 - PC6	19/01/2024	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	T210824 pc6 (con.14 tmp) - plans to comply application.
APPROVED	T210167	30/06/2021	<a href="#">3 Niki Place, Officer</a>	Development of land for telecommunications facility and, associated buildings and works.
APPROVED	T200320	13/11/2020	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	Subdivision of land in stages.
APPROVED	T200541	21/09/2020	<a href="#">1 Niki Place, Officer</a>	Advertising signage.
APPROVED	T200501	11/09/2020	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	Advertising signage.
APPROVED	T200355	10/08/2020	<a href="#">1 Niki Place, Officer</a>	Development of the land for a sales office.
APPROVED	T200081 - PC2	01/07/2020	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	Removal of native vegetation.
APPROVED	T200081	24/06/2020	<a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a> <a href="#">Bridge Road, Officer</a>	Removal of native vegetation.
REJECTED	T170570	21/11/2017	<a href="#">3 Niki Place, Officer</a>	Installation and use of twenty (20) electronic gaming machines.
OTHER	T170099	24/03/2017	<a href="#">3 Niki Place, Officer</a>	Erection of illuminated sign on the southern western corner of the pakenham racing club's social entertainment venue for the officer club.
REJECTED	T160157	03/05/2016	<a href="#">8 Cerulean Drive, Officer</a>	Signage.
APPROVED	T160029	13/04/2016	<a href="#">3 Niki Place, Officer</a>	Signage.
APPROVED	T120532 - PC1	27/05/2014	<a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a>	-
APPROVED	T130762	30/01/2014	<a href="#">2 Cyan Crescent, Officer</a>	Development of the land for a single storey dwelling.
APPROVED	T120532 - 3	20/12/2013	<a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a>	Amended permit - development of the land for twenty (20) dwellings and subdivision of the land into twenty (20) lots generally in accordance with the approved plan/s.
APPROVED	T120532 - 1	02/08/2013	<a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a>	Amended permit - development of the land for twenty (20) dwellings and subdivision of the land into twenty (20) lots generally in accordance with the approved plan/s.
APPROVED	T130100	22/04/2013	<a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a> <a href="#">Cardinia Road, Officer</a>	Display of advertising signage - hoarding signs and directional sign.
APPROVED	T120752	31/01/2013	<a href="#">4 Cyan Crescent, Officer</a>	Development of the land for a dwelling in a land subject to

Status	Code	Date	Address	Description
				inundation overlay.
APPROVED	T120584	27/11/2012	<u>6 Cyan Crescent, Officer</u>	Development of the land for a dwelling, generally in accordance with the approved plans.
APPROVED	T120532	16/11/2012	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Development of the land for twenty (20) dwellings and subdivision of the land into twenty (20) lots generally in accordance with the approved plan/s.
APPROVED	T090376	01/06/2011	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Development of the land for the purpose of eight (8) dwellings and the subdivision of the land into eight (8) lots.
APPROVED	T100689	19/01/2011	<u>12 Cyan Crescent, Officer</u>	Development of the land for the purpose of a dwelling, generally in accordance with the endorsed plan/s.
APPROVED	T100692	15/12/2010	<u>8 Cyan Crescent, Officer</u>	The development of the site for the construction of a dwelling, generally in accordance with the approved plan/s.
APPROVED	T100695	15/12/2010	<u>10 Cyan Crescent, Officer</u>	The development of the site for the construction of a dwelling, generally in accordance with the approved plan/s.
APPROVED	T100399	30/11/2010	<u>16 Midori Lane, Officer</u>	For the development of the land for the purpose of single dwellings on lots under 300m2.
APPROVED	T090443a - 1	03/06/2010	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The development of the land for the purpose of five (5) dwellings and subdivision of the land into five (5) lots.
APPROVED	T090355	21/10/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The development of the land for the construction of eight (8) dwellings and eight (8) lot subdivision (intergrated site 13), generally in accordance with the approved plan/s.
APPROVED	T090443	21/09/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The development of the land for the purpose of five (5) dwellings and subdivision of the land into five (5) lots.
APPROVED	T090115	07/09/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Subdivision of the land into two (2) lots and subdivision adjacent to a road in a category 1 road zone.
APPROVED	T090298	07/09/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Subdivision of the land into eight (8) lots.
APPROVED	T090299	07/09/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Subdivision of the land into seven (7) lots.
APPROVED	T090101	05/05/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The subdivision of the land into eight (8) lots, generally in accordance with the approved plan/s.
APPROVED	T090061	15/04/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The development of the land for the purpose of seven (7) medium density dwellings, generally in accordance with the approved plan/s.
APPROVED	T090082	15/04/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Development of the land for the purpose of constructing eight (8) dwellings - (arena estate site 12) generally in accordance with the approved plan/s.
APPROVED	T060884b - 2	28/01/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Residential subdivision, ancillary works and removal of vegetation.



Status	Code	Date	Address	Description
			<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	
APPROVED	T070763a - 1	27/01/2009	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Subdivision of the land (stage 2a) into six (6) lots and three (3) superlots (medium density lots) and ancillary works.
APPROVED	T080643	20/11/2008	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The use and development of land for the construction of dwellings within a land subject to inundation overlay generally in accordance with the approved plans.
APPROVED	T080593	27/10/2008	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Use and development of the land for the purpose of eight (8) medium density dwellings.
OTHER	T080313	19/09/2008	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	The use and development of the land for the purpose of a display village, associated car parking and advertising signage generally in accordance with the approved plans.
APPROVED	T070763	30/05/2008	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Subdivision of the land (stage 2a) into six (6) lots and three (3) superlots (medium density lots) and ancillary works.
APPROVED	T060884a - 1	23/10/2007	<u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u> <u>Cardinia Road, Officer</u>	Residential subdivision, ancillary works and removal of vegetation.

For confirmation and detailed advice about this planning permits, please contact CARDINIA council on 1300787624.

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# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

### Land boundaries

#### ***Do you know the exact boundary of the property?***

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

### Planning controls

#### ***Can you change how the property is used, or***

### ***the buildings on it?***

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

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

### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

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