



LAWSWORTH

SECTION 32 **STATEMENT**

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

Vendor:	LASLO ACS AND RUZICA ACS
Property:	2 FLEMINGTON RISE, OFFICER VIC 3809 AND BEING THE LAND MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE VOLUME 11230 FOLIO 805

VENDORS REPRESENTATIVE

LAWSWORTH

**1585 Ferntree Gully Road
Knoxfield VIC 3180
TEL: 03 9763 4222
akaur@lawsworth.com.au**

**Shop 10,1 Hunt Way
Pakenham VIC 3810
Tel: 03 5941 5166
kbaric@lawsworth.com.au**

SECTION 32 STATEMENT

1. **FINANCIAL MATTERS IN RESPECT OF LAND**

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-

AS CONTAINED IN THE ATTACHED CERTIFICATES

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

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.

Land Tax may become applicable with the usual adjustment at settlement for which the purchaser may become liable.

2. **INSURANCE DETAILS IN RESPECT OF LAND**

- (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

3. **MATTERS RELATING TO 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.

SECTION 32 STATEMENT

(d) **PLANNING**

See Attached Planning Information

4. NOTICES MADE IN RESPECT OF LAND

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land 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.

5. 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):-

No such Building Permit has been granted to the Vendors knowledge.

The Vendor gives no warranties as to any additions and/or alterations to the property prior to becoming proprietor thereof and the Purchaser indemnifies the Vendor in this regard.

The Vendor will not be required to procure any building permit, building approval, final inspection, certificate of occupancy, or any other permits approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

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

7. 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

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

SECTION 32 STATEMENT

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 any account with a service provider before settlement, and the purchaser may need to have the service reconnected. Reconnection and all associated fees will be the Purchasers responsibility.

9. **EVIDENCE OF TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

10. **COMMERICAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT Act)**

(a.) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached municipal rates notes or property clearance certificate or is as follows	AVPC No. [insert number]
(b.) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes or ☐ No
(c.) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached municipal rates notice or property clearance certificate or is as follows.	Date: OR ☐ Not Applicable

SECTION 32 STATEMENT

DATE OF THIS STATEMENT

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

Name of the Vendor

LASLO ACS AND RUZICA ACS

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 together with Consumer Affairs Victoria Due Diligence Checklist

DATE OF THIS ACKNOWLEDGMENT

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

Name of the Purchaser

Signature/s of the Purchaser

x

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.

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 right.

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

Page 1 of 1

VOLUME 11230 FOLIO 805

Security no : 124129176613R
Produced 21/10/2025 11:39 AM

LAND DESCRIPTION

Lot 243 on Plan of Subdivision 617325G.
PARENT TITLE Volume 11088 Folio 482
Created by instrument PS617325G 12/10/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LASLO ACS
RUZICA ACS both of 6 SALTBUSH AVENUE LYNDHURST VIC 3975
AH586800M 29/10/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK341287P 14/05/2013
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AF231411Y 26/07/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AH450553M 24/08/2010

DIAGRAM LOCATION

SEE PS617325G 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: 2 FLEMINGTON RISE OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS617325G
Number of Pages (excluding this cover sheet)	5
Document Assembled	21/10/2025 11:39

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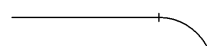
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PLAN OF SUBDIVISION		Stage No. 	LRS use only EDITION 1	Plan Number PS 617325G
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Location of Land Parish: PAKENHAM Township: — Section: — Crown Allotment: 15 (PART) Crown Portion: — Title Reference: VOL 11088 FOL 482 Last Plan Reference: LOT B PS608171J Postal Address: PRINCES HIGHWAY (at time of subdivision) OFFICER 3809 MGA Co-ordinates E 362 220 Zone: 55 (of approx. centre of land in plan) N 5 785 780	Council Certification and Endorsement Council Name: CARDINIA SHIRE COUNCIL Ref: - This plan is certified under section 6 of the Subdivision Act 1988. - This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / - This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /
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Vesting of Roads and/or Reserves		
Identifier	Council/Body/Person	
ROAD R1	CARDINIA SHIRE COUNCIL	
RESERVE No.1	CARDINIA SHIRE COUNCIL	
RESERVE No.2	CARDINIA SHIRE COUNCIL	
RESERVE No.3	CARDINIA SHIRE COUNCIL	
RESERVE No.4	CARDINIA SHIRE COUNCIL	
RESERVE No.5	CARDINIA SHIRE COUNCIL	

Notations	
Staging	This is /is not a staged subdivision Planning Permit No. T070281c
Depth Limitation	DOES NOT APPLY

TANGENT POINTS ARE SHOWN THUS: 

└ LAND SUBDIVIDED - 2.107ha

LOTS 1 TO 232, 244 TO 246, AA TO EE (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

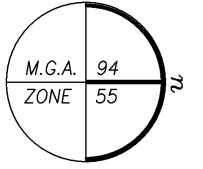
Survey This plan is/~~is not~~ based on survey BP2160F
This survey has been connected to permanent marks no(s) **19, 27, 72, 77 & 88**
In Proclaimed Survey Area No. 71

THIS IS A SPEAR PLAN

Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	SOUTH EAST WATER LIMITED
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS608171J PS608171J	CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED

ARENA - 4 18 LOTS & 3 SUPERLOTS Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992 	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DATE / / REF 5334043 22/02/10 VERSION B DWG 533404AB
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LRS use only Statement of Compliance/ Exemption Statement Received ☒ Date 8/10/10 LRS use only PLAN REGISTERED TIME 6.43 PM DATE 12/10/2010 RHills Assistant Registrar of Titles Sheet 1 of 4 sheets	 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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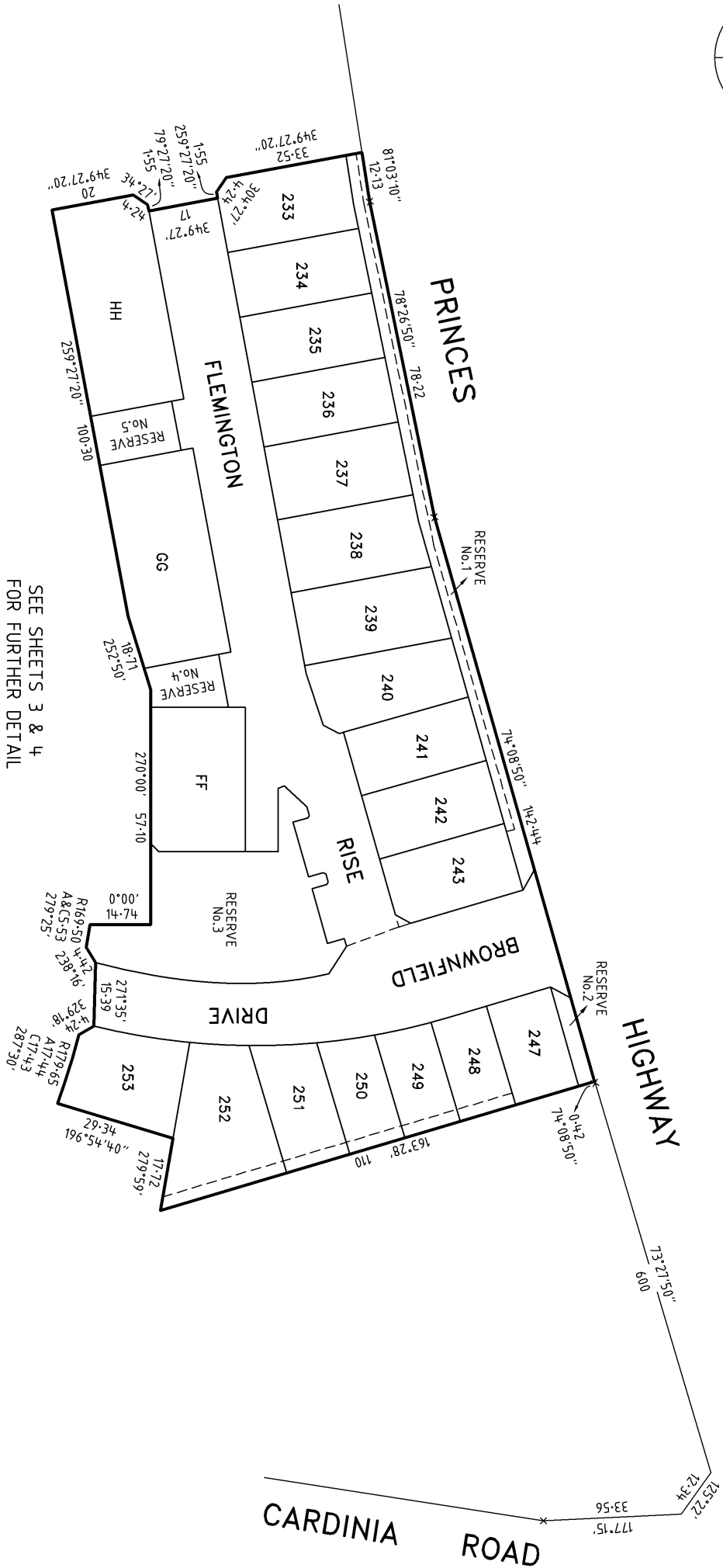


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 617325G



SEE SHEETS 3 & 4
FOR FURTHER DETAIL

ARENA - 4

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3206 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

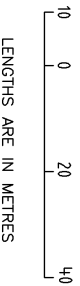


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SCALE
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SCALE



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SIGNATURE DIGITALLY SIGNED DATE / /

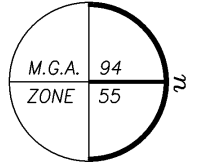
REF 5334043 22/02/10 VERSION B

DWG 533404AB

Sheet 2

DATE / /

COUNCIL DELEGATE SIGNATURE

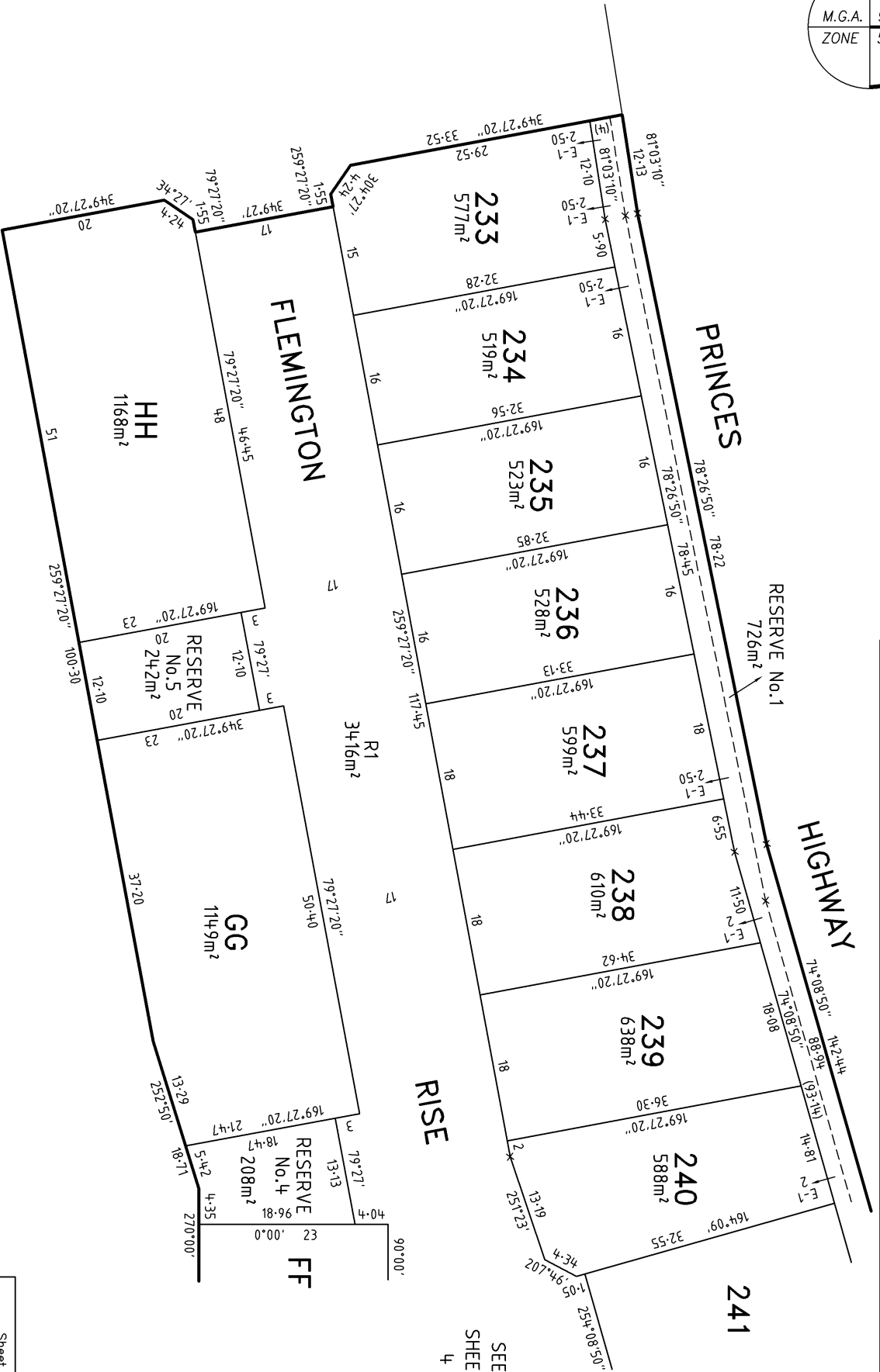


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 617325G



SEE SHEET 4

ARENA - 4

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic. 3205
16 Eastern Road South Melbourne
Vic. 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

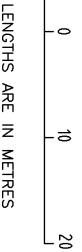


ORIGINAL

SCALE

SHEET SIZE A3

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LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

DIGITALLY SIGNED

DATE / /

REF 5334043

DWG 533404AB

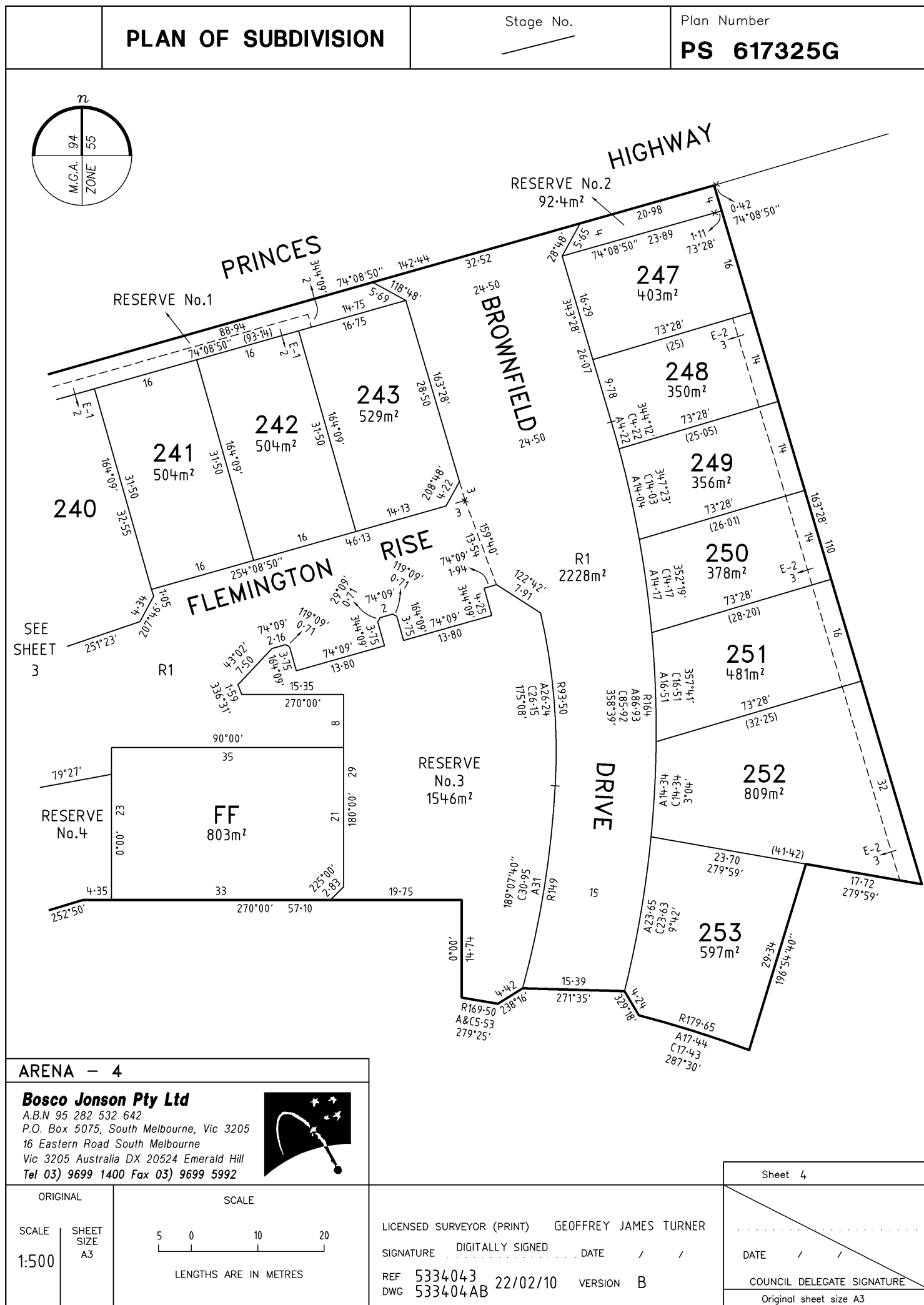
22/02/10

VERSION B

Sheet 3

DATE / /

COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS617325G

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

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S004585E

Plan Number: PS617325G

Council Name: Cardinia Shire Council

Council Reference Number 1: S09/139

Surveyor's Plan Version: B

Certification

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

Date of original certification under section 6: 18/12/2009

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: 25/03/2010

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AF231411Y



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Mills Oakley Lawyers

Phone: 9605 0935

Address: 4/121 William Street, Melbourne

Ref: Customer Code: 01257D

Privacy Collection Statement

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

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

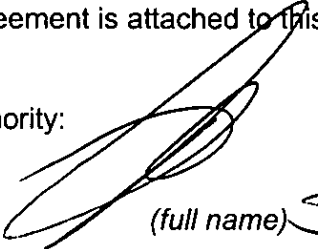
Land: Certificate of Title Volume 9463 Folio 521, Certificate of Title Volume 9228 Folio 502 and Folio 503

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

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

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer:  (full name) **JOHN ANDREW HOLLAND**

Date: **3 OCTOBER 2006**

AF231411Y

26/07/2007 \$97 173



CARDINIA SHIRE COUNCIL

AND

AVJENNINGS PROPERTIES LIMITED

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

LAND: 600-620 PRINCES HIGHWAY, OFFICER

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

AUSDOC DX: 558

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

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

AF231411Y

26/07/2007 \$97

173



PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 3rd day of October 2006

BETWEEN

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

of the First Part

AND

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

of the Second Part

WHEREAS

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

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

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

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

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

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

IT IS AGREED:

1. DEFINITIONS

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

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

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

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

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

1.16 **“Priority Infrastructure”** means any development infrastructure works approved by the Council in writing as being “Priority Infrastructure”.

1.17 **“the Subdivision Application”** means an application for planning permit made to the Council for the purpose of subdividing the Subject Land.

1.18 **“the Subject Land”** means that part of the land situate at 600-620 Princes Highway, Officer being all of the land described in Certificates of Title Volume 9463 Folio 521 and Volume 9228 Folios 502 and 503, or any part thereof.

1.19 **“Total Contribution”** means the Development Infrastructure Contribution specified in Schedule 2 to the Development Contributions Plan Overlay (“DCPO”).

1.20 **“the Works Application”** means an application for planning permit made to the Council for the purpose of undertaking the development works specified in the Construction Plan.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa.

2.2 a reference to a gender includes a reference to each other gender.

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person’s successors in law.

2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 any reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation of Planning Scheme.

2.7 the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 the obligations of AVJennings under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity



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

3. AVJENNINGS' COVENANTS

AVJennings covenants and agrees that:

3.1 Subdivision Application

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

3.2 Plan of Subdivision

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

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

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

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

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



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

4. MUTUAL COVENANTS

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



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

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

Priority Infrastructure

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

Community Infrastructure Contribution

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

5. AVJENNINGS' WARRANTIES

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

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

6. FURTHER COVENANTS OF AVJENNINGS

AVJennings covenants and agrees that it will:

6.1 Notice

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

6.2 Compliance

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

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

6.3 Agreement under Section 173 of the Act

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

7. GENERAL MATTERS

7.1 Notices

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

7.1.1 by delivering it personally to that party;

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

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

7.2 A notice or other communication is deemed served:

7.2.1 if delivered, on the next following business day;

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

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

7.3 No Waiver

Any time or other indulgence granted by the Council to AVJennings or any variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against AVJennings will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

7.4 Severability

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

7.5 No Fettering of Council's Powers

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

8. COMMENCEMENT OF AGREEMENT

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

9. ENDING OF AGREEMENT

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

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

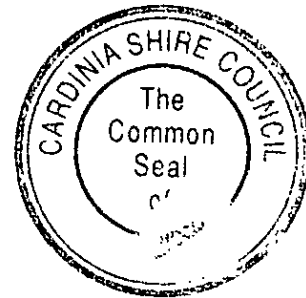
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EXECUTED by the parties on the date set out at the commencement of this Agreement.

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



J. McQuillan
.....
Acting Chief Executive Officer

[Signature]
.....
Councillor



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

Director *[Signature]* Full Name *Louis Mitkovits*

Usual Address *1 Lakeside Drive Burwood East*

Director/Secretary *[Signature]* Full Name *Helga Linacre*

Usual Address *1 Lakeside Drive Burwood East*

AF231411Y

26/07/2007 \$97 173



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Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Mills Oakley Lawyers

Phone: 9605 0935

Address: 4/121 William Street, Melbourne

Ref: 2115271: Stage 4: DGA

Customer Code: 13223E

Privacy Collection Statement

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

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

part of Lots 233 to 243 and Lots 247 to 253 shown on ~~Proposed~~ attached Plan being
Land: Certificates of Title Volume 11088 Folios 3482

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

Section and Act Under which Agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer: *Angela Carter* (print full name)

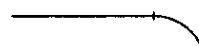
- 5 AUG 2010

Date: *27 July 2010*

~~2010~~

Signed by Council: Cardinia Shire Council, Original Certification: 18/12/2009

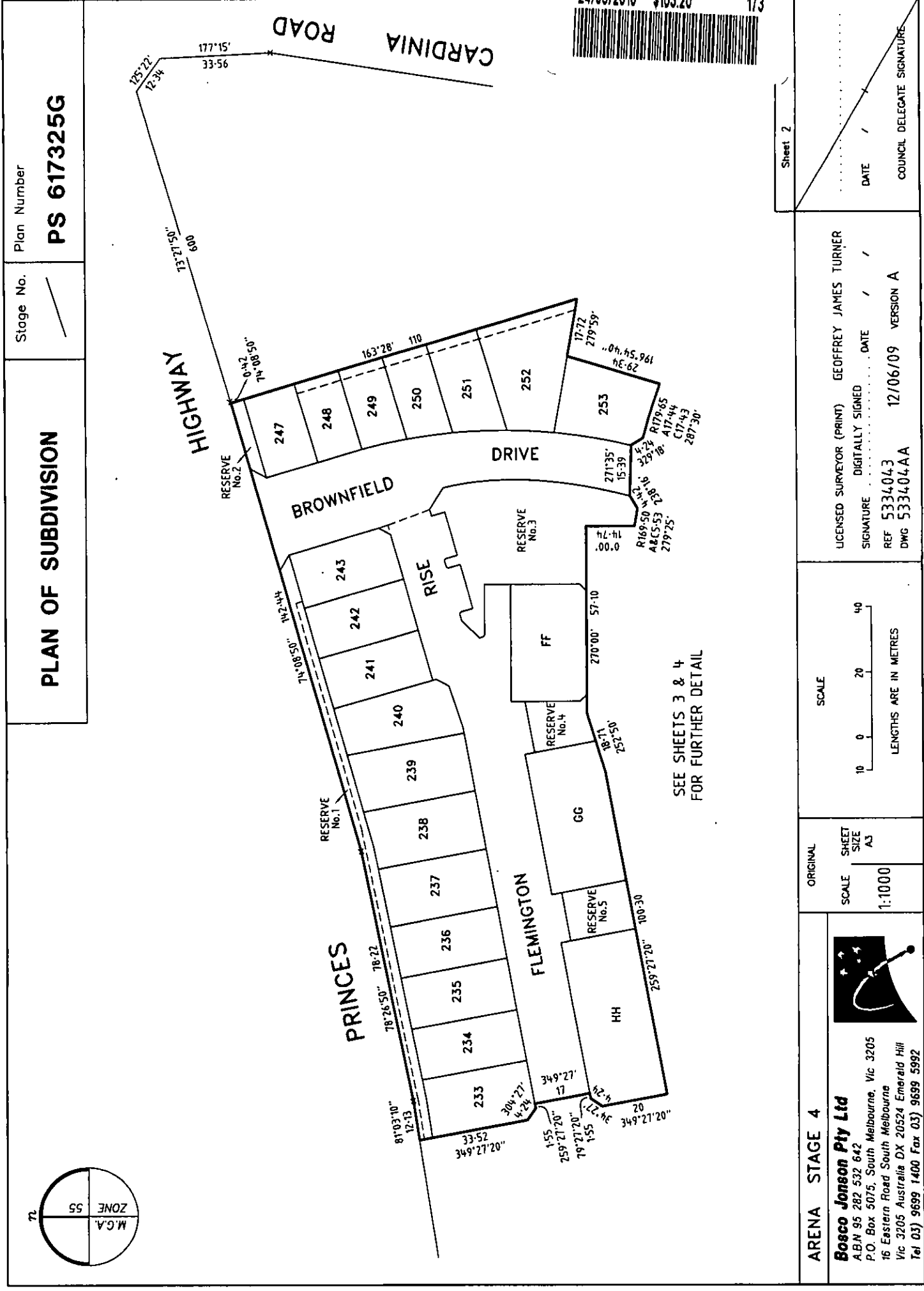
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PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION	24/08/2010 \$105.20 173 												
Location of Land Parish: PAKENHAM Township: - Section: - Crown Allotment: 15 (PART) Crown Portion: - Title Reference: VOL 11088 FOL 482 Last Plan Reference: LOT B PS608171J Postal Address: PRINCES HIGHWAY (at time of subdivision) OFFICER 3809 MGA Co-ordinates E 362 220 Zone: 55 (of approx. centre of land in plan) N 5 785 780		Council Certificate Council Name: CARDINIA SHIRE COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /														
Vesting of Roads and/or Reserves		Notations														
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No. T070281 Depth Limitation DOES NOT APPLY TANGENT POINTS ARE SHOWN THUS:  LAND SUBDIVIDED - 2.107ha LOTS 1 TO 232, 244 TO 246, AA TO EE (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. Survey This plan is/is not based on survey BP2160F This survey has been connected to permanent marks no(s) 19, 27, 72, 77 & 88 In Proclaimed Survey Area No. 71														
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RESERVE No.4	CARDINIA SHIRE COUNCIL															
RESERVE No.5	CARDINIA SHIRE COUNCIL															
Easement Information																
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)																
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of												
E-1	SEWERAGE	SEE DIAG	THIS PLAN	SOUTH EAST WATER LIMITED												
E-2	DRAINAGE	SEE DIAG	PS608171J	CARDINIA SHIRE COUNCIL												
E-2	SEWERAGE	SEE DIAG	PS608171J	SOUTH EAST WATER LIMITED												
ARENA STAGE 4 18 LOTS & 3 SUPERLOTS Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992 																
LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 5334043 12/06/09 VERSION A DWG 533404AA																
LRS use only Statement of Compliance/ Exemption Statement Received ☐ Date / / LRS use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 4 sheets COUNCIL DELEGATE SIGNATURE Original sheet size A3																

Signed by Council: Cardinia Shire Council, Original Certification: 18/12/2009

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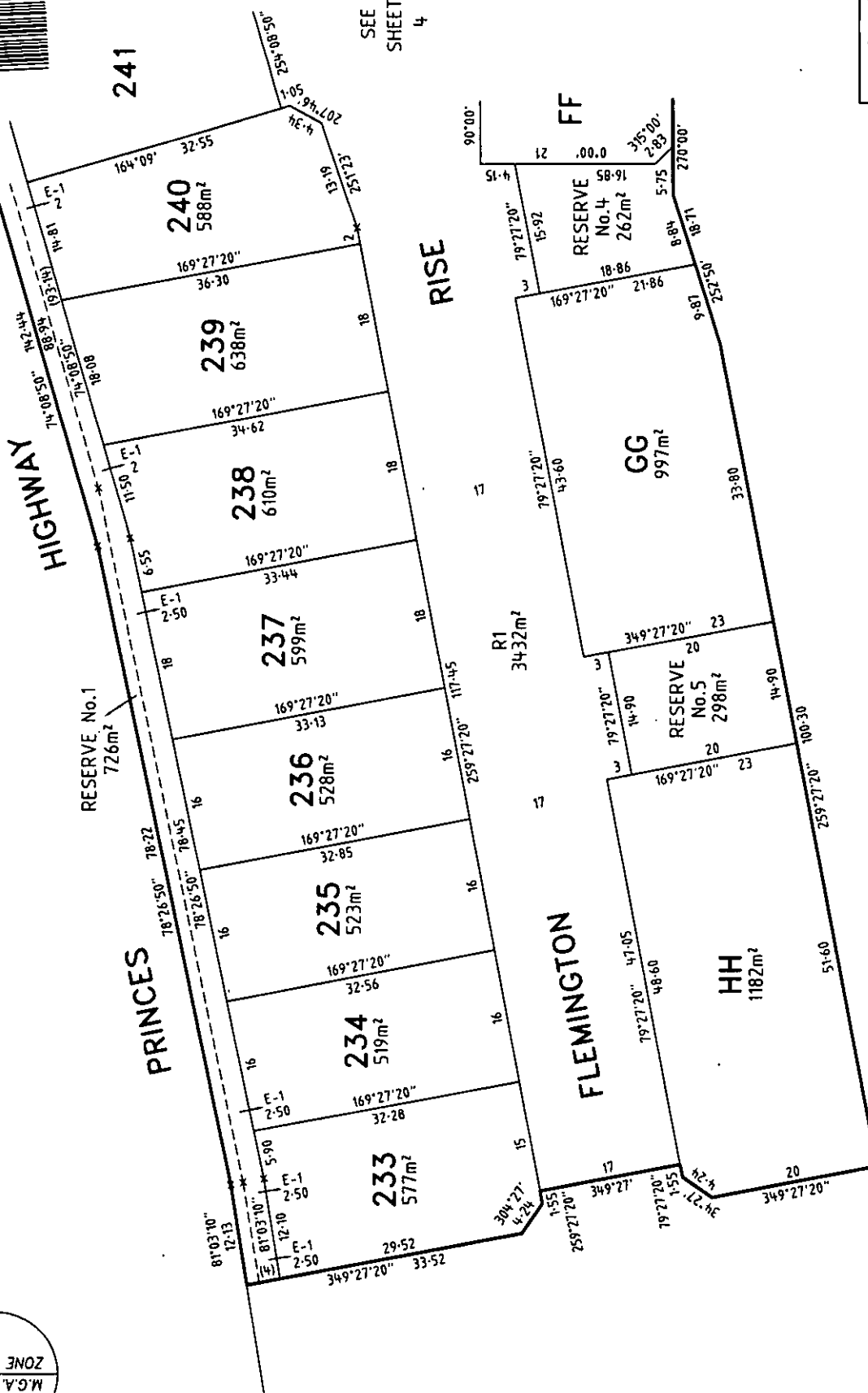
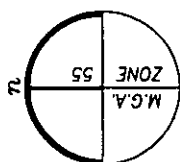
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Plan / PS

Stage No.

PLAN OF SUBDIVISION

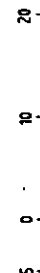


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SCALE



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SCALE SHEET SIZE
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ARENA STAGE 4

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



Signed by Council: Cardinia Shire Council, Original Certification: 18/12/2009

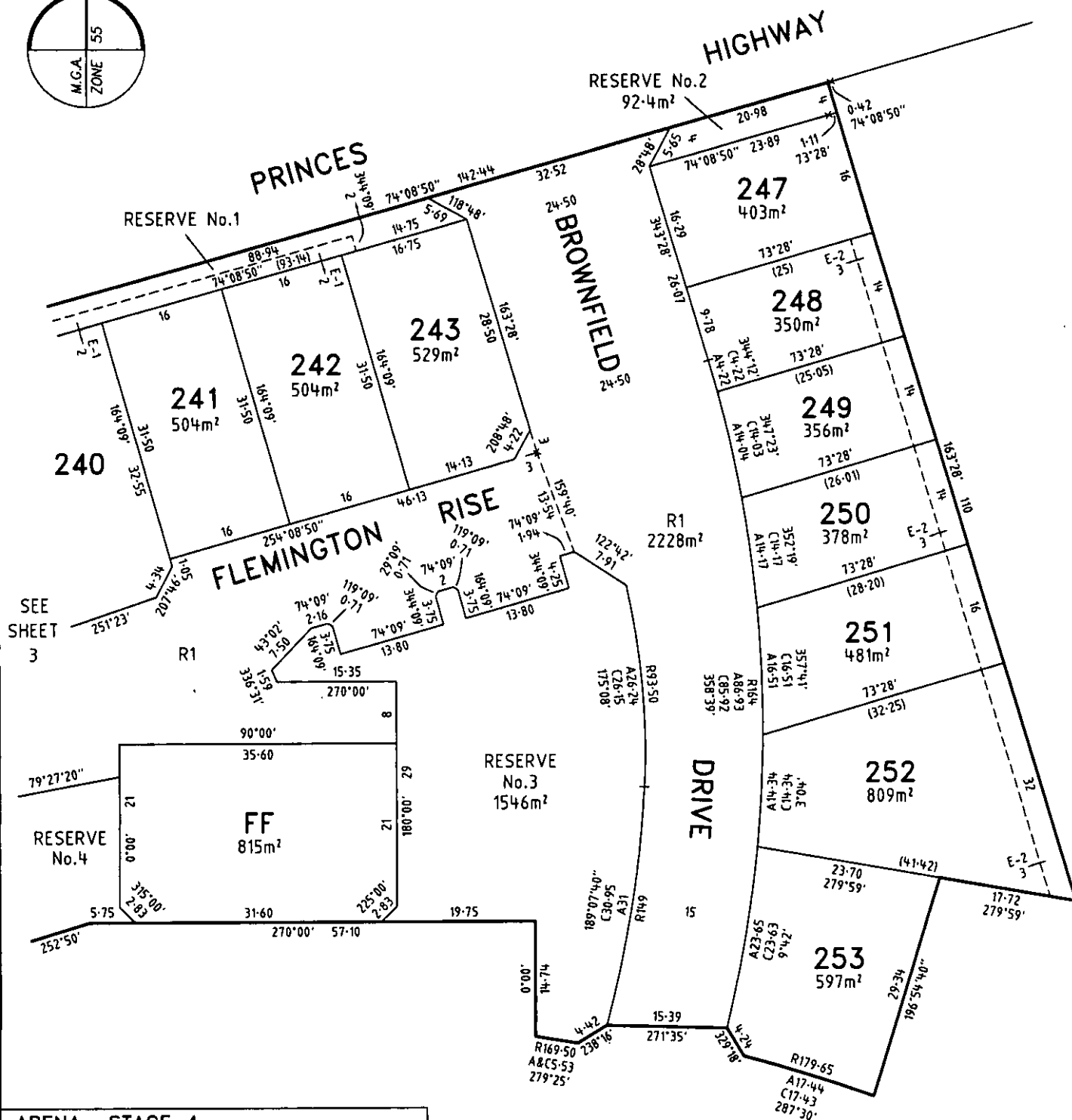
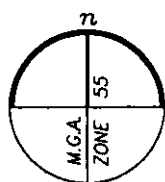
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PLAN OF SUBDIVISION

Stage No.



ARENA STAGE 4

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

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LENGTHS ARE IN METRES

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SIGNATURE DIGITALLY SIGNED DATE / /

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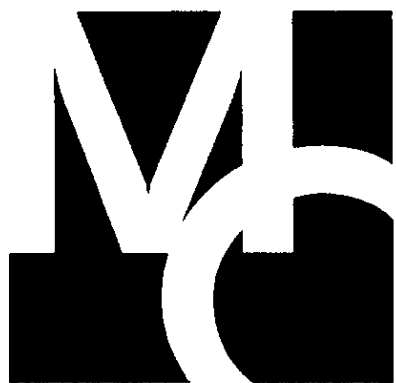
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DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



**MILLS
OAKLEY**
LAWYERS

AH450553M

24/08/2010 \$105.20 173



Section 173 Agreement (Stage 4)

BETWEEN

CARDINIA CITY COUNCIL

AND

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

AND

**AVJENNINGS PROPERTIES LIMITED
ACN 004 601 503**

Mills Oakley

Level 4

**121 William Street MELBOURNE VIC
3000**

Telephone: 03 9670 9111

Facsimile: 03 9605 0933

DX: 558

Email: darcher@millsoakley.com.au

Website: www.millsoakley.com.au

Our ref: DGA:2115271

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THIS AGREEMENT is made on

12 April

2010

BETWEEN

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

AND

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

AND

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

RECITALS:

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

IT IS AGREED:

1. **INTERPRETATION**

1.1 **Definitions**

In this Agreement:

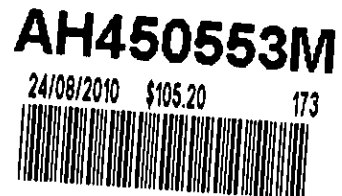
"**Act**" means the *Planning and Environment Act 1987*.

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

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

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

"**Building Envelope Plan**" means the requirements relating to setback, siting and height limits for the development and use of the Land set out on a plan



generally in accordance with the draft document so named and attached as Annexure A.

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

“Corner Lot” means any lot on the:

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

“Council” means the Cardinia City Council and its successors.

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

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

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

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

“Land” means Lots 233 to 243 (both inclusive) and Lots 247 to 253 (both inclusive) on Plan of Subdivision PS617325G being part of the land comprised in Certificate of Title Volume 11088 Folios 482.

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

“Lot” means any one of the lots comprising the Land.

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

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

“Plan of Subdivision” means plan of subdivision number PS617325G.

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

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

1.2 Construction

Unless expressed to the contrary, in this Agreement:

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

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2. AGREEMENT UNDER SECTION 173 OF THE ACT

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

3. COMMENCEMENT AND ENDING OF AGREEMENT

3.1 Commencement

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

3.1 Ending

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

4. BUILDING OBLIGATIONS

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

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

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

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

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

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

- 4.4 If AVJennings rejects or requires amendments to the plans submitted under sub-paragraph 4.2(a), the Owner may amend the plans and resubmit the amended plans to AVJennings for approval under paragraph 4.3.

4.5 Unless the Council first agrees in writing, the Owner must not submit plans to the Council or a private building surveyor for approval under the Building Act unless those plans have been approved and endorsed by AVJennings under paragraph 4.3.

4.6 The Owner must not vary the plans approved and endorsed by AVJennings under this clause 4 without first obtaining the further written approval of AVJennings.

5. LANDSCAPING WORKS OBLIGATIONS

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

6. FENCING WORKS OBLIGATIONS

6.1 The Owner must only construct a Fence on a Lot in accordance with the Arena Building and Design Guidelines.

6.2 Before commencing construction of a Fence on a Lot, the Owner must:

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

6.3 Subject to clause 8 and for the purposes of paragraph 6.2(b), AVJennings must approve and endorse a Fence plan if it is satisfied that the Fence plan complies with the Arena Building and Design Guidelines.

6.4 If AVJennings rejects or requires amendments to a Fence plan submitted under paragraph 6.2(a), the Owner may amend the Fence plan and resubmit the amended Fence plan to AVJennings for approval under paragraph 6.3.

6.5 The Owner must not vary a Fence plan approved and endorsed by AVJennings under this clause 6 without first obtaining the further written approval of AVJennings.

7. RECYCLED WATER

7.1 The Owner acknowledges that:

- (a) South East Water will in the future supply recycled water to the Lot;
- (b) in the interim, Lots with recycled water connections will be receiving temporary potable water through their recycled water plumbing;
- (c) as directed by the Victorian State Government, all potable water is subject to the permanent water saving rules as well as staged

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restrictions. Therefore, the temporary potable water, supplied through the recycled water plumbing, is subject to staged restrictions; and

- (d) once recycled water is supplied by South East Water, the permanent water saving rules and staged restrictions will not apply to the recycled water use.

8. ACKNOWLEDGEMENTS BY OWNER

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

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

9. STATUTORY ROLE OF COUNCIL

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

10. REGISTRATION AND OTHER OBLIGATIONS

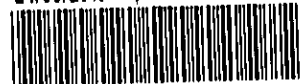
10.1 Successors in Title

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

- (a) takes effect as a covenant which is annexed to and runs at law and in equity with the Land; and

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- (b) binds the Owner, its successors, assigns and transferees and the registered proprietor (including a mortgagee in possession) for the time being of the whole or any part of the Land and in particular to each transferee of a Lot.

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10.2 Registration

The Owner must:

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

11. NOTICES

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

12. GENERAL

12.1 Legal Costs

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

12.2 Amendment

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

12.3 Waiver and Exercise of Rights

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

12.4 Rights Cumulative

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

12.5 Further Steps

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

12.6 Liability

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

12.7 Severability

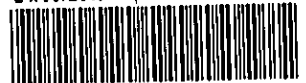
If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operational.

12.8 Governing Law and Jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and any Courts which have jurisdiction to hear from any of those Courts and waives any right to object to any proceedings being brought in those Courts.

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Executed as a Deed.

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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 June,~~
~~2006~~ **16 November 2009**

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)
)
)
)
)
)

J. Cussen

.....

In the presence of:

Angela Carter

.....

Witness

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

)
)
)
)
)
)
)

[Signature]

Peter Hood

.....
[Signature]
Witness 14.3.10

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

)
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)
)
)
)

[Signature]

Peter Hood

.....
[Signature]
Witness 14.3.10

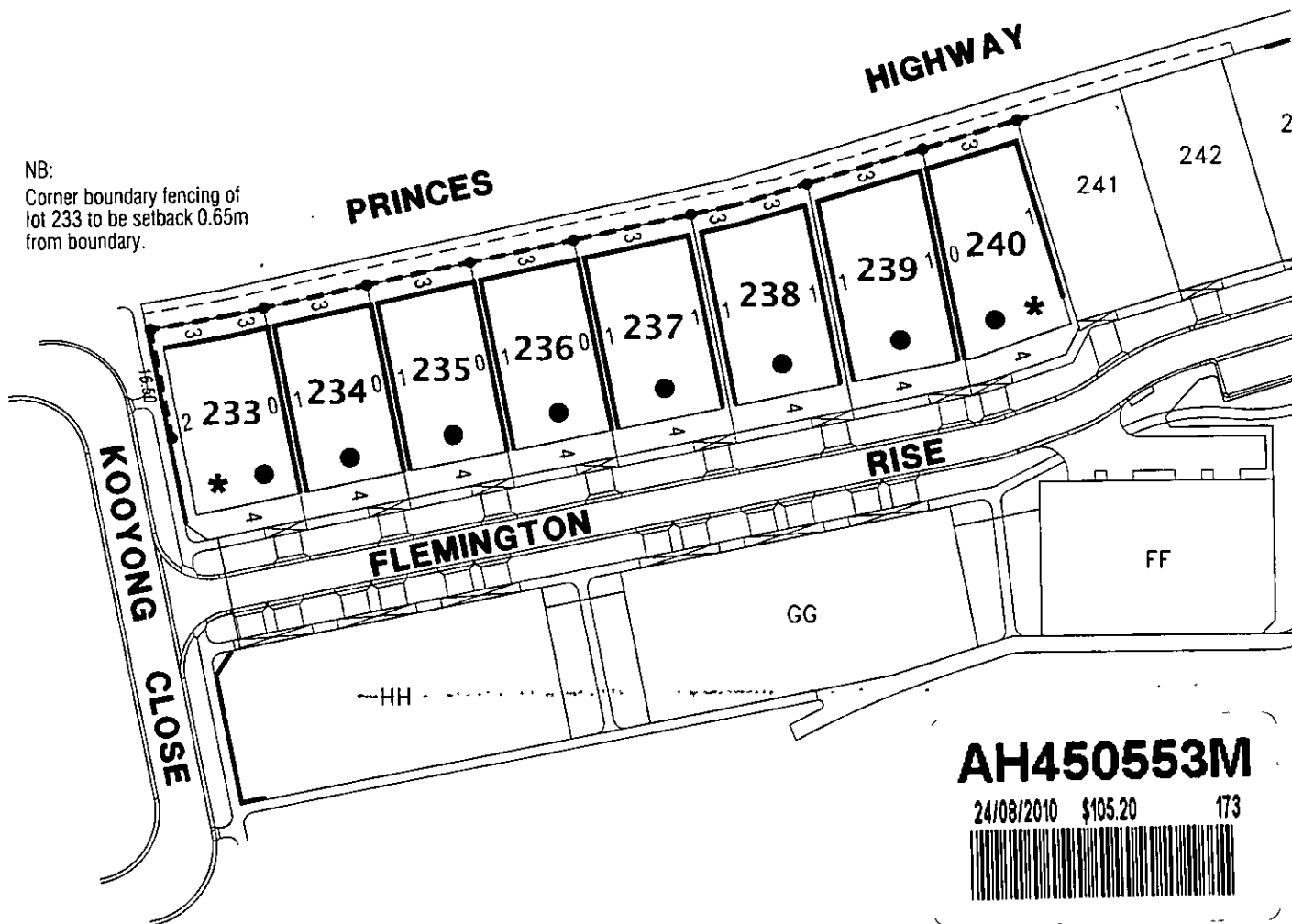
Annexure A Building Envelope Plan

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NB:
Corner boundary fencing of
lot 233 to be setback 0.65m
from boundary.



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LEGEND

233 LOT NUMBER

AREA IN WHICH BUILDINGS
MAY BE SITED

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

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

— RETAINING WALL

● MINIMUM 2 STOREY DWELLING REQUIRED

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

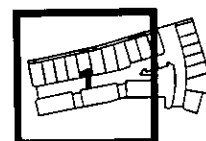
----- CORNER LOT FENCING TO BE CONSTRUCTED
IN ACCORDANCE WITH THE ARENA AT
OFFICER BUILDING AND DESIGN GUIDELINES.
REAR BOUNDARY FENCING TO LOTS 233 TO
243 (BOTH INCLUSIVE) TO BE
CONSTRUCTED AS IF "CORNER LOTS
ABUTTING A ROAD RESERVE" IN
ACCORDANCE WITH THE ARENA AT OFFICER
BUILDING AND DESIGN GUIDELINES.

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

----- MINIMUM 2.10m SETBACK TO
SECOND STOREY WALLS

— OVERLOOKING APPLIES IN ACCORDANCE
WITH THIS DOCUMENTS EXPLANATORY
NOTES

KEY TO SHEETS



NOTE

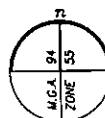
THIS PLAN VARIES THE FOLLOWING
2006 BUILDING REGULATIONS: 409,
414, 415, 416, 417, 419 & 420
(SEE EXPLANATORY NOTES)

CARDINIA SHIRE COUNCIL

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



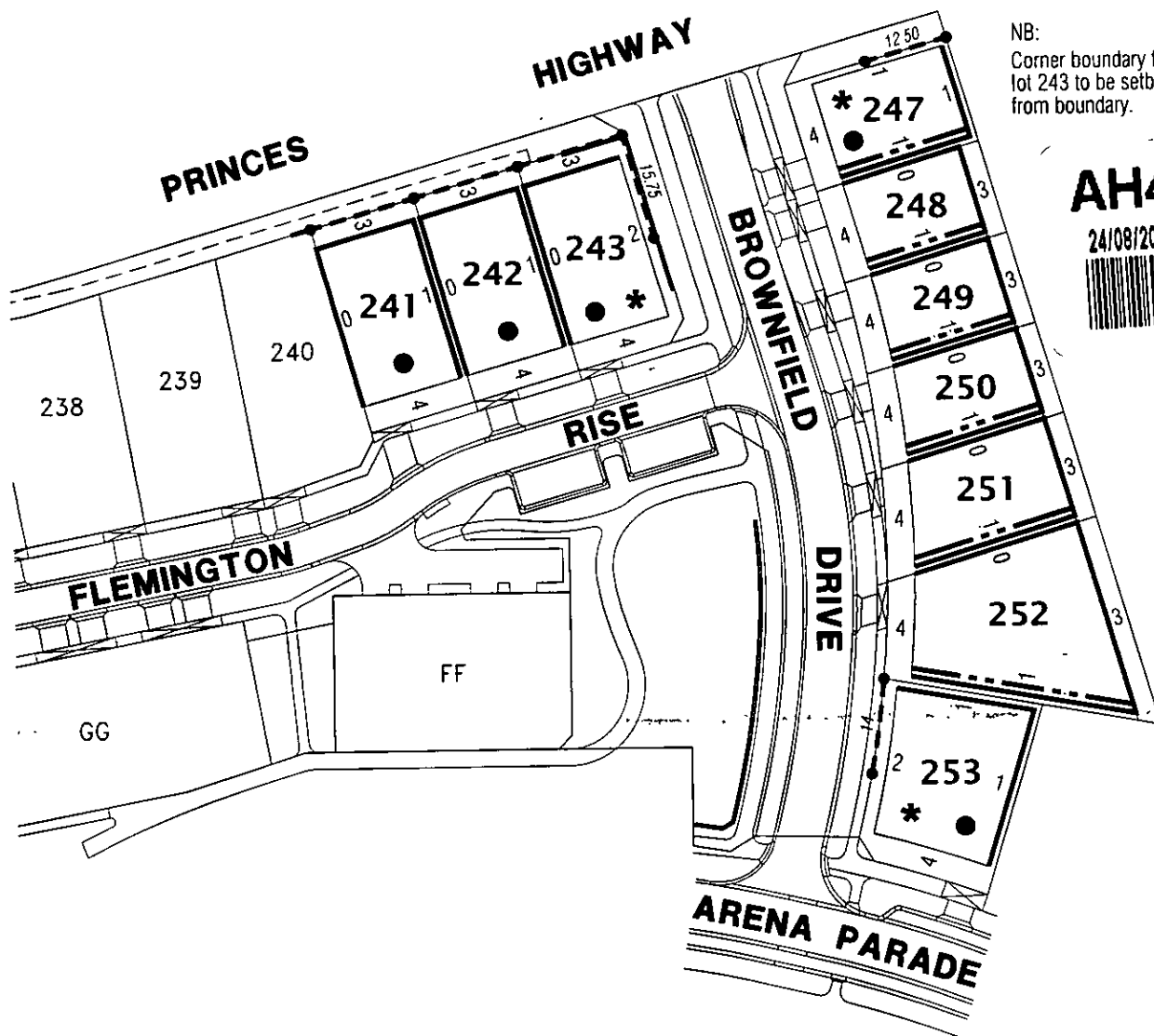
STAGE 4
PS 617325G, version B



Signed _____ Date _____
Signature for the Responsible Authority

BUILDING ENVELOPE PLAN, version C

533404BC, 15 March 2010
SHEET 1 OF 4



NB:
Corner boundary fencing of
lot 243 to be setback 0.65m
from boundary.

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LEGEND

233 LOT NUMBER

AREA IN WHICH BUILDINGS
MAY BE SITED

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

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

RETAINING WALL

MINIMUM 2 STOREY DWELLING REQUIRED

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

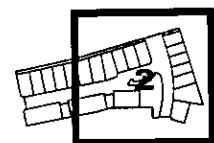
CORNER LOT FENCING TO BE CONSTRUCTED
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ACCORDANCE WITH THE ARENA AT OFFICER
BUILDING AND DESIGN GUIDELINES.

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

MINIMUM 2.10m SETBACK TO
SECOND STOREY WALLS

OVERLOOKING APPLIES IN ACCORDANCE
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NOTES

KEY TO SHEETS



NOTE

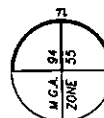
THIS PLAN VARIES THE FOLLOWING
2006 BUILDING REGULATIONS: 409,
414, 415, 416, 417, 419 & 420
(SEE EXPLANATORY NOTES)

CARDINIA SHIRE COUNCIL

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



STAGE 4
PS 617325G, version B



Signed..... Date.....
Signature for the Responsible Authority

533404BC, 15 March 2010

SHEET 2 OF 4

BUILDING ENVELOPE PLAN, version C

Arena Building Envelope Plans

EXPLANATORY NOTES



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

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

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

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

Variations:

409 Minimum Street Setbacks

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

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

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

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

414 Side & Rear setbacks

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

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

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

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

415 Walls on Boundaries

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

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

416 Daylight to existing habitable room windows

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

417 Solar Access to existing north facing window

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

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

419 Overlooking

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

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

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

CARDINIA SHIRE COUNCIL



STAGE 4
PS 617325G, version B

Signed _____ Date _____
Signature for the Responsible Authority

BUILDING ENVELOPE PLAN, version C

533404BC, 15 March 2010
SHEET 3 OF 4

Arena Building Envelope Plans

EXPLANATORY NOTES

420 Daylight to Habitable room windows

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

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

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

General Notes:

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

AVJennings

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

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

Definitions:

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

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

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

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

In the Victoria Planning Provisions October 2006:

Frontage (Clause 72)

Lot (Clause 72)

Habitable room (Clause 72)

Storey (Clause 72)

Dwelling (Clause 74)

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STAGE 4
PS 617325G, version B

BUILDING ENVELOPE PLAN, version C

CARDINIA SHIRE COUNCIL

Signed: Date
Signature for the Responsible Authority

533404BC, 15 March 2010
SHEET 4 OF 4

Annexure B Arena Building and Design Guidelines

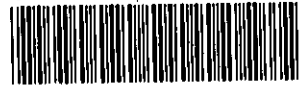
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VERSION 8 – February 2010

Arena Building & Design Guidelines

Introduction

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

Seeking Approval

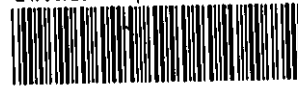
The following information will need to be submitted in duplicate to an AVJennings Neighbourhoods Officer:

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

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Arena at Officer



Building Design

SETBACKS

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

STREET APPEARANCE

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

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

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

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

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

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

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

PRIVATE OPEN SPACE

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

CAR ACCOMMODATION

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

DRIVEWAYS

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

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

FENCING

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

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

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OUTBUILDINGS

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

RETAINING WALLS

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

SIGNS

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

DURING CONSTRUCTION

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

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Arena at Officer

MAINTENANCE OF LOTS

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

FRONT GARDEN DESIGNS

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

Contact

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

Valuation, rates and charges notice

For period 1 July 2025 to 30 June 2026

Cardinia

ABN 32 210 906 807



Acs, L & R
2 Flemington Rise
OFFICER VIC 3809

Date of issue: 18/08/2025
Property number: 5000010232



032
I020517
DLX5_2415

Rates and valuation information for your property

Description and location of property	2 Flemington Rise Officer 3809 L243 PS617325 V11230 F805
Property owner	Acs, L & R
Capital Improved Value (CIV)	\$875,000
Site Value (SV)	\$380,000
Net Annual Value (NAV)	\$43,750
Land Use Classification	Residential
Australian Valuation Property Classification Code (AVPCC)	110 : Single Residential Accommodation - Detached Dwelling



Instalment 1 Due 30 September 2025	\$630.02
Instalment 2 Due 30 November 2025	\$630.00
Instalment 3 Due 28 February 2026	\$630.00
Instalment 4 Due 31 May 2026	\$631.66

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 charges

General Rate (2025-2026)		
Arrears		\$0.02
Urban Residential	875000 x \$0.0023158	\$2,026.33
Municipal Rates Concession		-\$266.00
Council waste charges		
120lt Garbage & Recycling Charge	1 x \$384.50	\$384.50
240lt Green Waste Charge	1 x \$139.45	\$139.45
State Government charges		
Emergency Services and Volunteers Fund	875000 x \$0.000173 + \$136.00	\$287.38
ESVF Concession		-\$50.00
Total		\$2,521.68



Translator Interpretation Service
133 677 (ask for 1300 787 624)

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



696202-001 001002(3415) D032
LASLO & RUZICA ACS
2 FLEMINGTON RISE
OFFICER VIC 3809

RECEIVED 1949/841

Account number: 15910568
Date due: 02 July 2025

Last bill	Payments received	Balance
\$214.90	— \$214.90cr	= \$0.00

Current charges	Total due
+ \$223.45	\$223.45

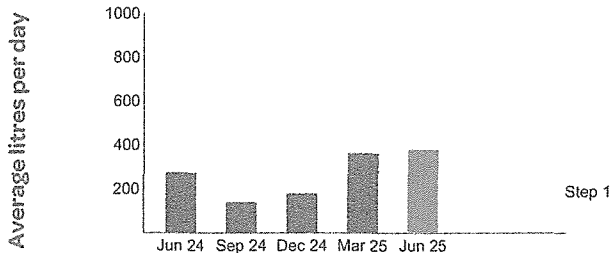
Your account breakdown

Issue date	13 June 2025
Property	2 Flemington Rise OFFICER VIC 3809
Property reference	62F//00011/00011
Last bill	\$214.90
Payment received	\$214.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$282.46
Concessions applied	\$89.51cr
Other authorities' charges (no GST)	\$30.52
Total due	\$223.45

Your snapshot

Average daily water use	378 litres
Average daily cost	\$3.10

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	378	189	126	95	76
Meeting Target 150?	x	x	✓	✓	✓

Recycled water not included in calculation

Payment options

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

B BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 100159105600000

C Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 15910568
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 100159105600000
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to servicesaustralia.gov.au/centrepay
for more information.
Reference number: 555 050 397J

Total due: \$223.45
Account number: 15910568
Date paid:
Receipt number:

Property ref: 62F//00011/00011
2 FLEMINGTON RISE
OFFICER VIC 3809



*361 100159105600000

PN62F

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1191241

APPLICANT'S NAME & ADDRESS

ANDREWS LEGAL GROUP C/- INFOTRACK (SMOKEBALL) C/-
LANDATA
DOCKLANDS

VENDOR

ACS, LASLO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

89423

This certificate is issued for:

LOT 243 PLAN PS617325 ALSO KNOWN AS 2 FLEMINGTON RISE OFFICER
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 11
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/cardinia>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

21 October 2025

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

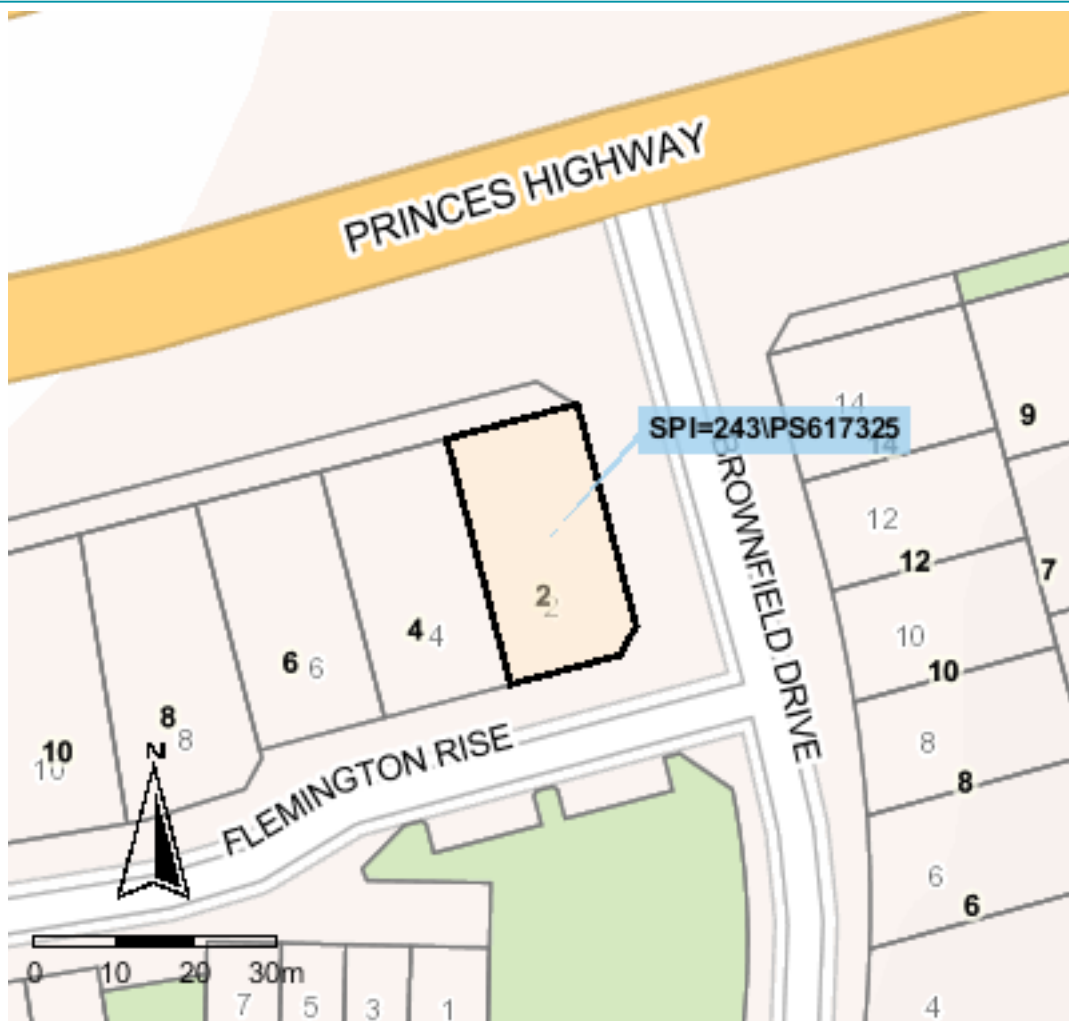
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

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As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 21 October 2025 11:43 AM

PROPERTY DETAILS

Address: **2 FLEMINGTON RISE OFFICER 3809**
Lot and Plan Number: **Lot 243 PS617325**
Standard Parcel Identifier (SPI): **243\PS617325**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000010232**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 215 C5**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

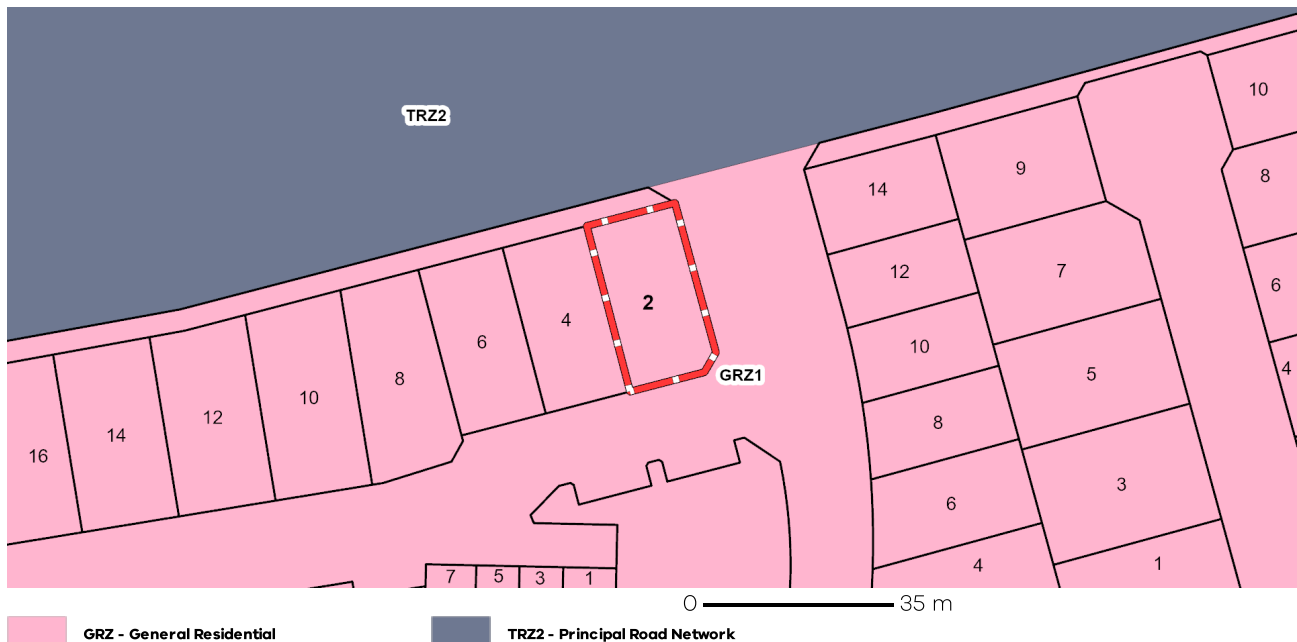
Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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

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

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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

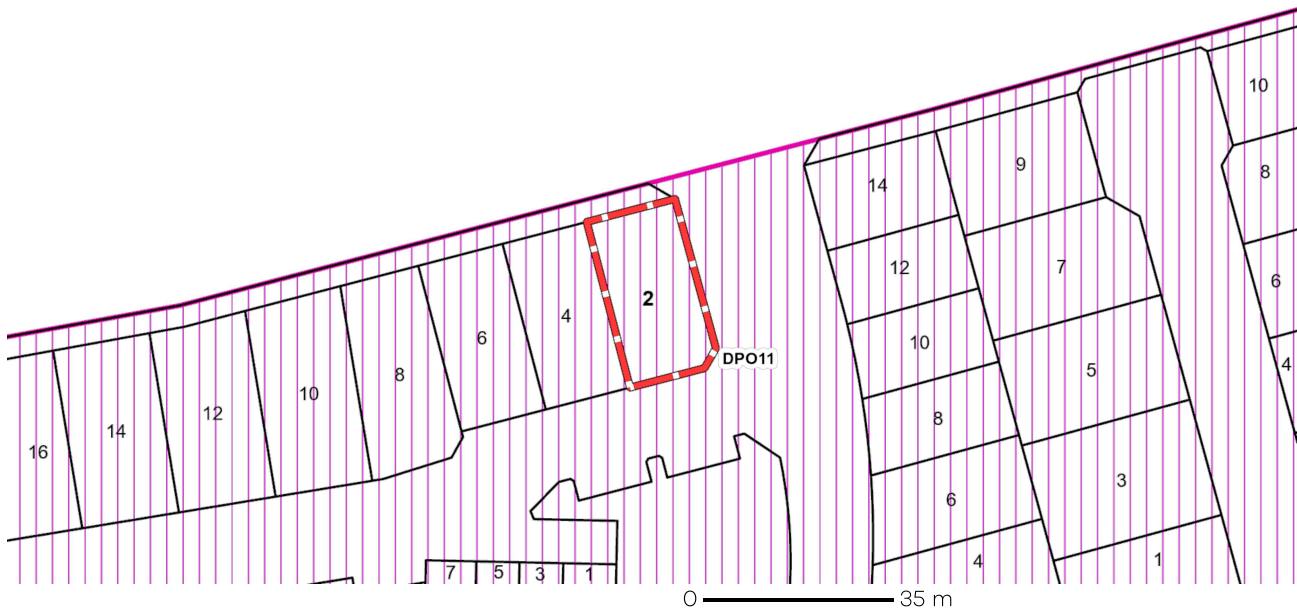


DCPO - Development Contributions Plan Overlay

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 11 \(DPO11\)](#)



DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 16 October 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

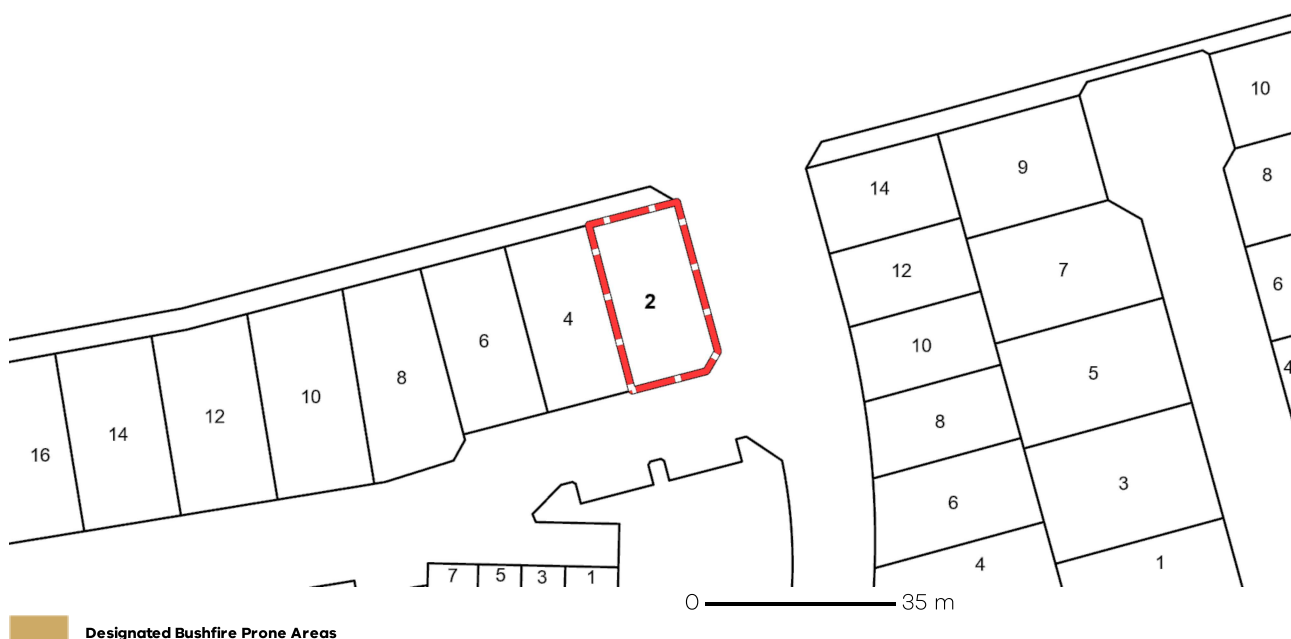
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)