

DATED

2026

SABIA JAWAID

to

CONTRACT OF SALE OF LAND

Property: 16 Providence Avenue, Wollert VIC

Best Way Conveyancing

GPO Box 2023
DEER PARK NORTH VIC 3023
Tel: 0383948193
Ref: TA:17450126

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.
The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.
6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005 SCHEDULE 5 INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being Auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the Auctioneer.

Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the Auctioneer. If this is the case, it will be stated as the first rule applying to the Auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The Auctioneer can only make a vendor bid if-

- The auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say, "vendor bid" in making the bid.

What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public Auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted.

Forbidden activities at auctions

The law forbids –

- Any person bidding for a vendor other than –
 - The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co- owners); or
 - A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co- owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made the bid.
- Any intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

Contract of Sale of Land

Property:

16 Providence Avenue, Wollert VIC 3750

Best Way Conveyancing

19/2-8 Stenson Road

KEALBA VIC 3021

Tel: 0383948193

Ref: TA:17450126

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962* (Vic))

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Sabia Jawaid

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

INFORMATION ONLY

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INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourts Thomastown
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 0394657766 Mob: 0456203040 Ref: Sherry Singh

Vendor

Name: Sabia Jawaid
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Best Way Conveyancing
Address: 19/2-8 Stenson Road, Kealba VIC 3021
GPO Box 2023, Deer Park North VIC 3023
Email: info@bestwayconveyancing.com.au
Tel: 0383948193 Mob: 0421219190 Ref: 17450126

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12207 Folio 616	520	PS 819166Y

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 16 Providence Avenue, Wollert VIC 3750

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

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions - Attached

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

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

INFORMATION ONLY

SPECIAL CONDITIONS

1. IDENTITY OF THE LAND SOLD

The purchaser acknowledges and declares they may not make any requisition or objection, claim compensation, or refuse or delay settlement for:

- A. Any misdescription of the Land.
- B. Any discrepancy between the title or measurements of the land

2. BUILDING, GOODS, ENCUMBRANCES AND RESTRICTIONS

The purchaser buys the property with no objections to:

- A. Any existing restrictions on the land or the title.
- B. Any registered or unregistered easement or encumbrance.
- C. The presence of any existing contaminant.
- D. Any easements, covenants, restrictions, leases, or any other agreements that are or will be on the registration of the plan and title.
- E. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.
- F. The purchaser agrees that there are no conditions, warranties, undertakings, representations, or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking, or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.
- G. The purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- H. The purchaser acknowledges and declares that he has purchased the property because of his own inspections and enquiries of the property and all buildings and structures.
- I. The purchaser acknowledges that any improvements or alterations on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections.
- J. The purchaser acknowledges that they have inspected the property and

goods prior to the day of sale and is aware of their condition and any deficiencies. The purchaser cannot demand the goods to be in working order on the day of settlement or claim any compensation if they are not working. Any special conditions added onto as part of this Contract is deemed to be not valid and cannot be used to demand the same from the vendor. The purchaser is deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 2.

3. DEFAULT INTEREST & COSTS PAYABLE

- A. The purchaser acknowledges that if they are in default of the Contract, then an interest rate is payable at 12% per annum payable on the balance of the purchase price, by the purchaser to the vendor at settlement.
- B. Should a default notice be served on the purchaser by the vendor, the purchaser acknowledges they will pay the amount of \$770.00 including GST to the vendor's representative.
- C. Should settlement be rescheduled because of the purchaser's fault, the purchaser acknowledges to pay \$275.00 for each rescheduled settlement at settlement should the fault be of their own, bank or representative.

4. Swimming Pool and / Or Spa

In the event there is a swimming pool and/ or spa situated on the property, the vendor discloses that the swimming pool and / or spa including barrier and fencing may not comply with current regulations and or legislation. The vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The purchaser accepts the spa/pool in its present state and repair.

5. Purchaser must not lodge a caveat

The Purchaser must not lodge or allow any person claiming through the Purchaser or acting on behalf of the Purchaser to lodge any caveat against the title to the Property, the Parent Title or the title to any part of the Development.

6. Finance

General condition 14.2 (c) (Loan) is deleted and replaced as follows:

“(c)serves written notice ending the contract on the vendor on or before the approval date or any later date allowed by the Vendor and within 2 business days of the date on which the written notice is served on the vendor, provides written evidence from the lender which:

- 1. Is dated and must be on the lender's letterhead; and
- 2. Identifies the purchaser and the property; and
- 3. Sets out the loan amount applied for and states that the loan has not been approved;

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

The vendor further warrants that the vendor has no knowledge of any of the following:

- (g) public rights of way over the land;
- (h) easements over the land;
- (i) lease or other possessory agreement affecting the land;
- (j) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (k) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.4 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.5 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.6 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2[deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (a) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953*(Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2026

SIGNED by the said)

Print Name:)

.....

.....
Director (Sign)

in the presence of:)

Witness:)

.....

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	16 PROVIDENCE AVENUE, WOLLERT VIC 3750
-------------	--

Vendor's name	Sabia Jawaid	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

The total does not exceed of \$6000.

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Applicable-Copies of all building permits or approvals that have been granted during the last 7 years under the *Building Act* 1993 in relation to the residence on the property are attached.

6. OWNERS CORPORATION

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

Applicable- OC Fee notice is attached. OCC will be provided once available.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Sabia Jawaid,

Property Address: 16 Providence Avenue, Wollert VIC 3750

Lot: 520 Plan of subdivision: 819166Y

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 23/01/2026

Signed for and on behalf of the Vendor:

INFORMATION ONLY

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

Page 1 of 2

VOLUME 12207 FOLIO 616

Security no : 124131569422M
Produced 23/01/2026 10:58 AM

LAND DESCRIPTION

Lot 520 on Plan of Subdivision 819166Y.
PARENT TITLE Volume 12180 Folio 376
Created by instrument PS819166Y Stage 2 04/05/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SABIA JAWAID of 15 KOPI WAY WOLLERT VIC 3750
AT647445P 29/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT647446M 29/09/2020
WESTPAC BANKING CORPORATION

COVENANT PS819166Y 04/05/2020

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.

DIAGRAM LOCATION

SEE PS819166Y 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: 16 PROVIDENCE AVENUE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 29/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS819166Y

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

DOCUMENT END

INFORMATION ONLY



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS819166Y
Number of Pages (excluding this cover sheet)	51
Document Assembled	23/01/2026 10:58

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PS 819166Y

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	DRAINAGE	SEE DIAG	PS 803931Y	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS 803931Y	YARRA VALLEY WATER CORPORATION
E-2	CARRIAGEWAY	4	THIS PLAN	MINISTER FOR ENERGY, ENVIRONMENT AND CLIMATE CHANGE
E-3	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-5	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	CARRIAGEWAY	SEE DIAG	PS 825335S	VOL 12084 FOL 226
E-6	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-6	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-7	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-8	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOT
E-9	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-10	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-11	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-13	FOOTWAY	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-13	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-14	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-15	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-15	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-16	SEWERAGE AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA3706	SEE DIAG	AX 829359J	YARRA VALLEY WATER CORPORATION
E-17	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-17	GAS SUPPLY	SEE DIAG	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY. LTD.
E-20	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-80	CARRIAGEWAY	16	AU 396403T	VOL 12309 FOL 984 TO 987
A-1	CARRIAGEWAY	4	PS 825335S	VOL 12084 FOL 226



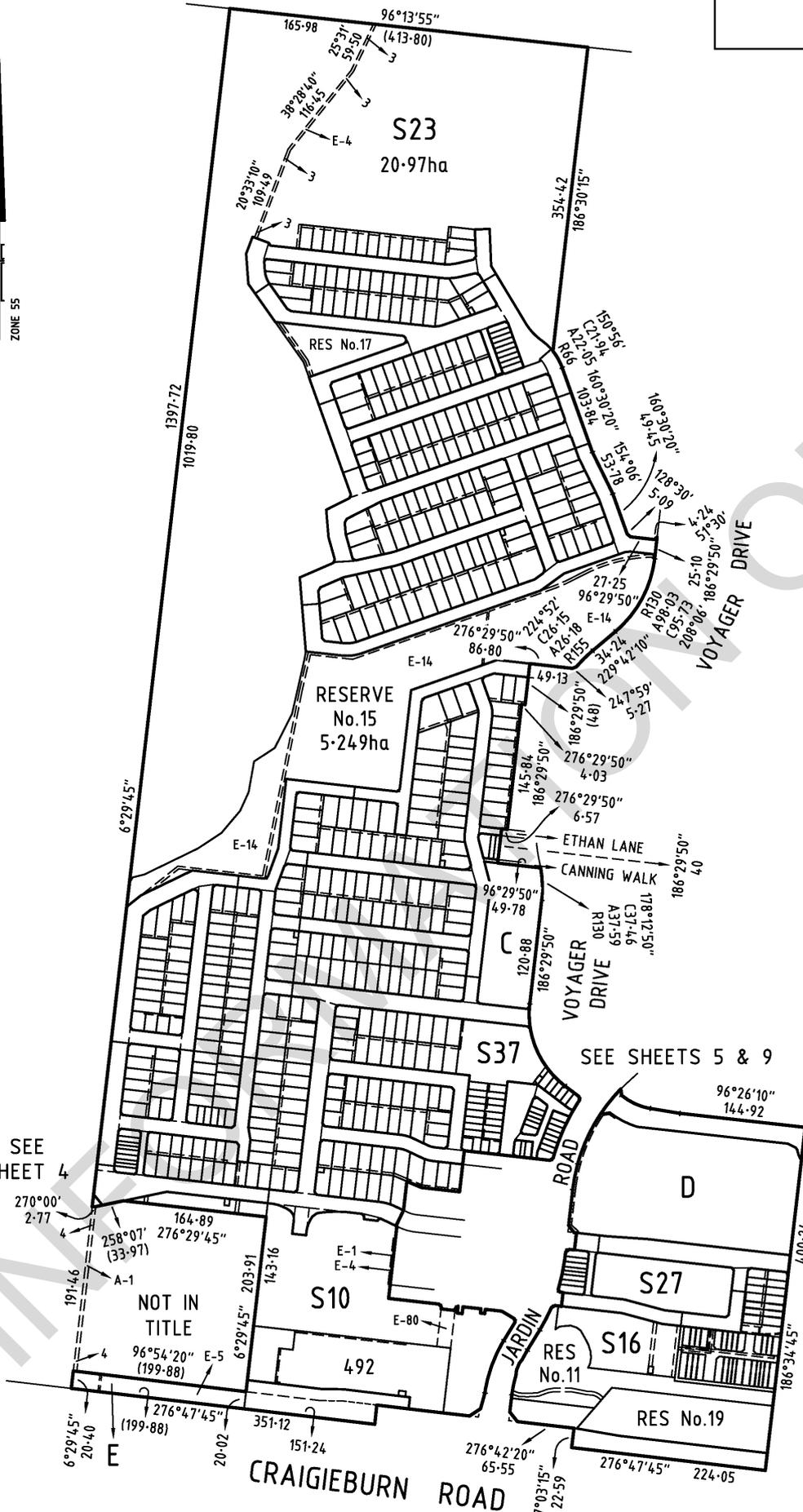
414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield
Ref: 309257SV00C
Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 2

PS 819166Y



SEE SHEET 4

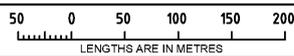
SEE SHEETS 5 & 9

NOT IN TITLE



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SHEET 3

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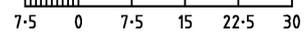
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SEE SHEET 30

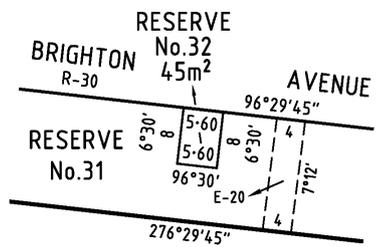


ENLARGEMENTS

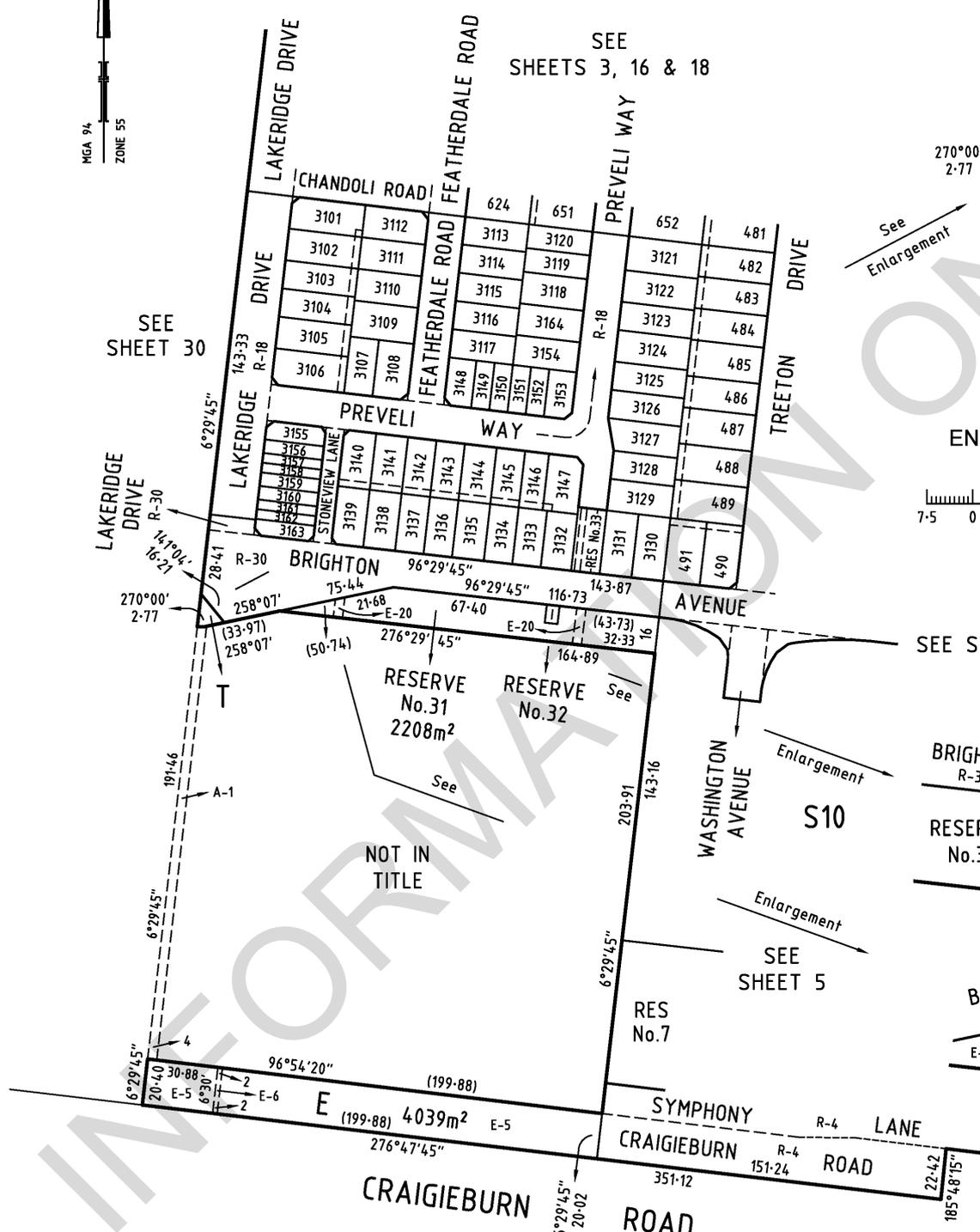
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SEE SHEET 10



BRIGHTON AVENUE R-30



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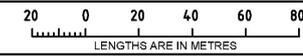
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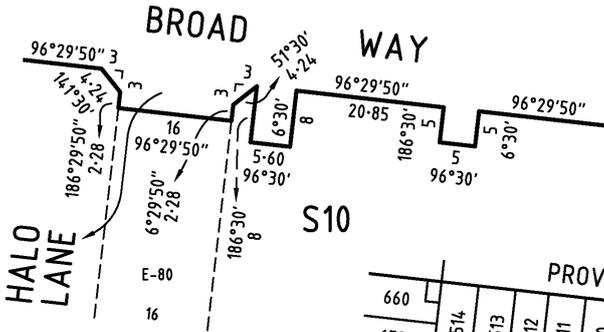


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SHEET 4

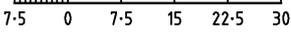
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Version: 1

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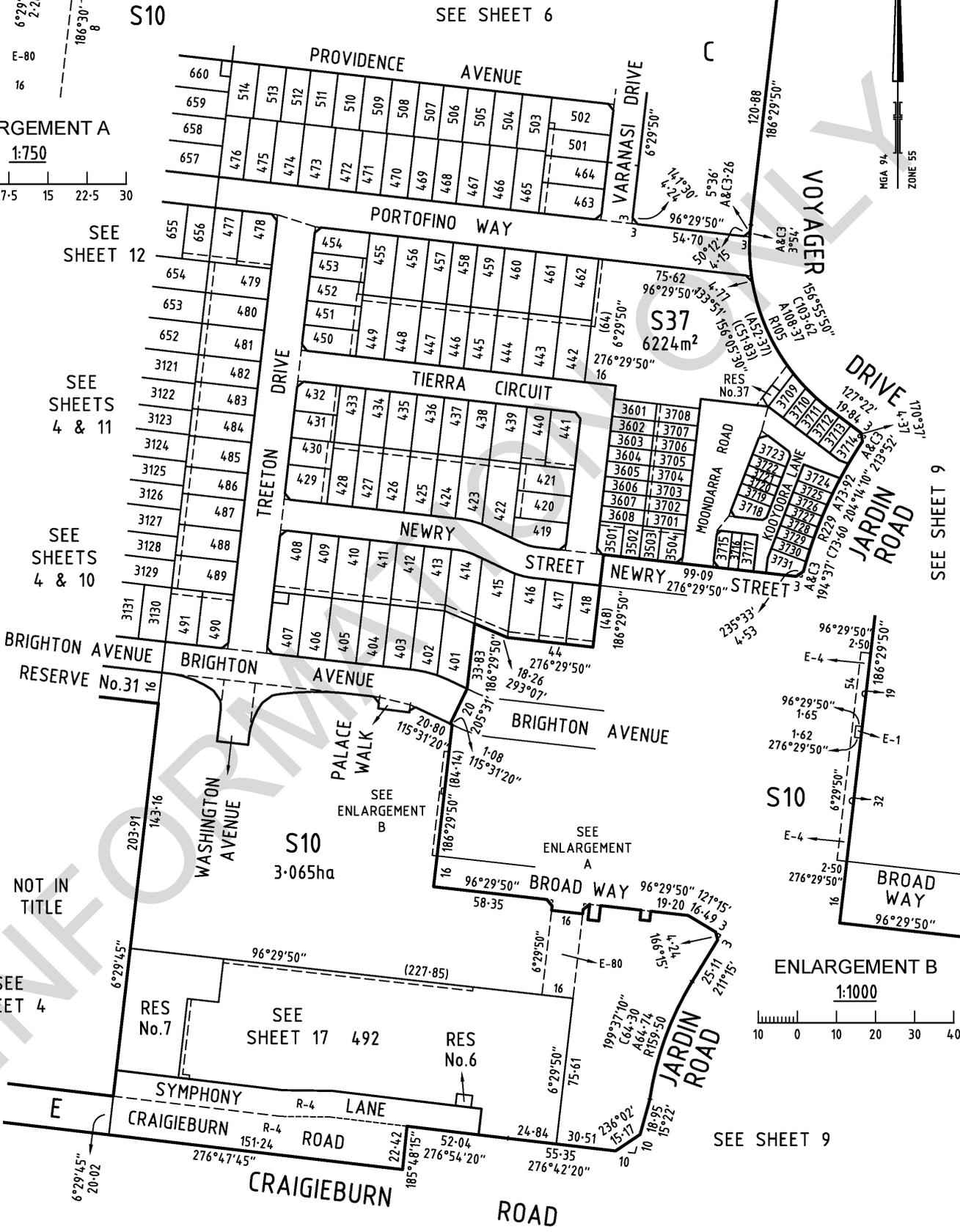
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SEE SHEET 12

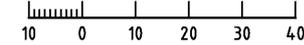
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SEE SHEETS 4 & 10



ENLARGEMENT B

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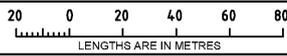


SEE SHEET 9



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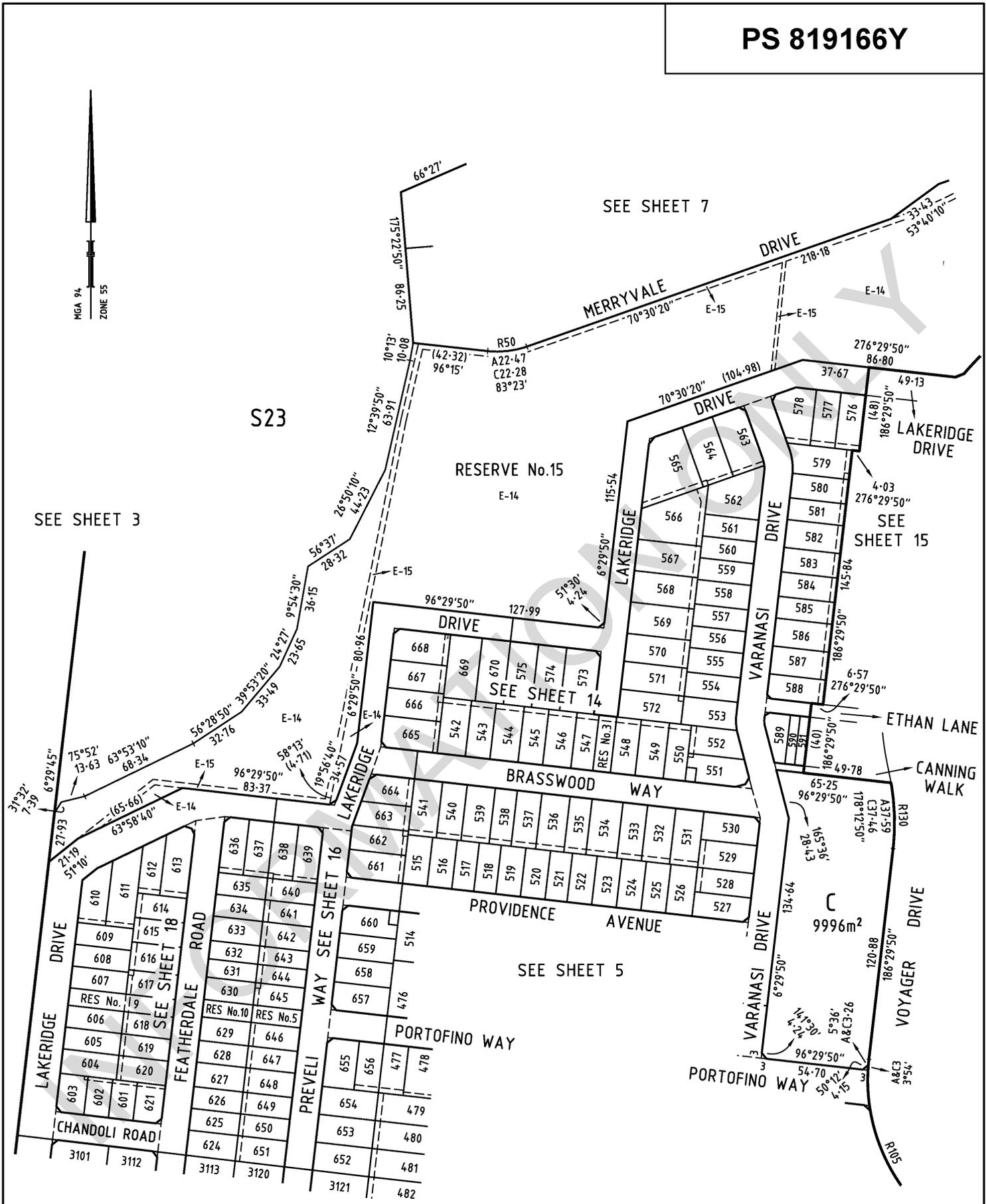


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SHEET 5

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SEE SHEET 3

SEE SHEET 7

S23

RESERVE No.15

SEE SHEET 14

SEE SHEET 15

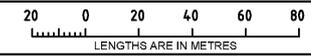
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SEE SHEET 30



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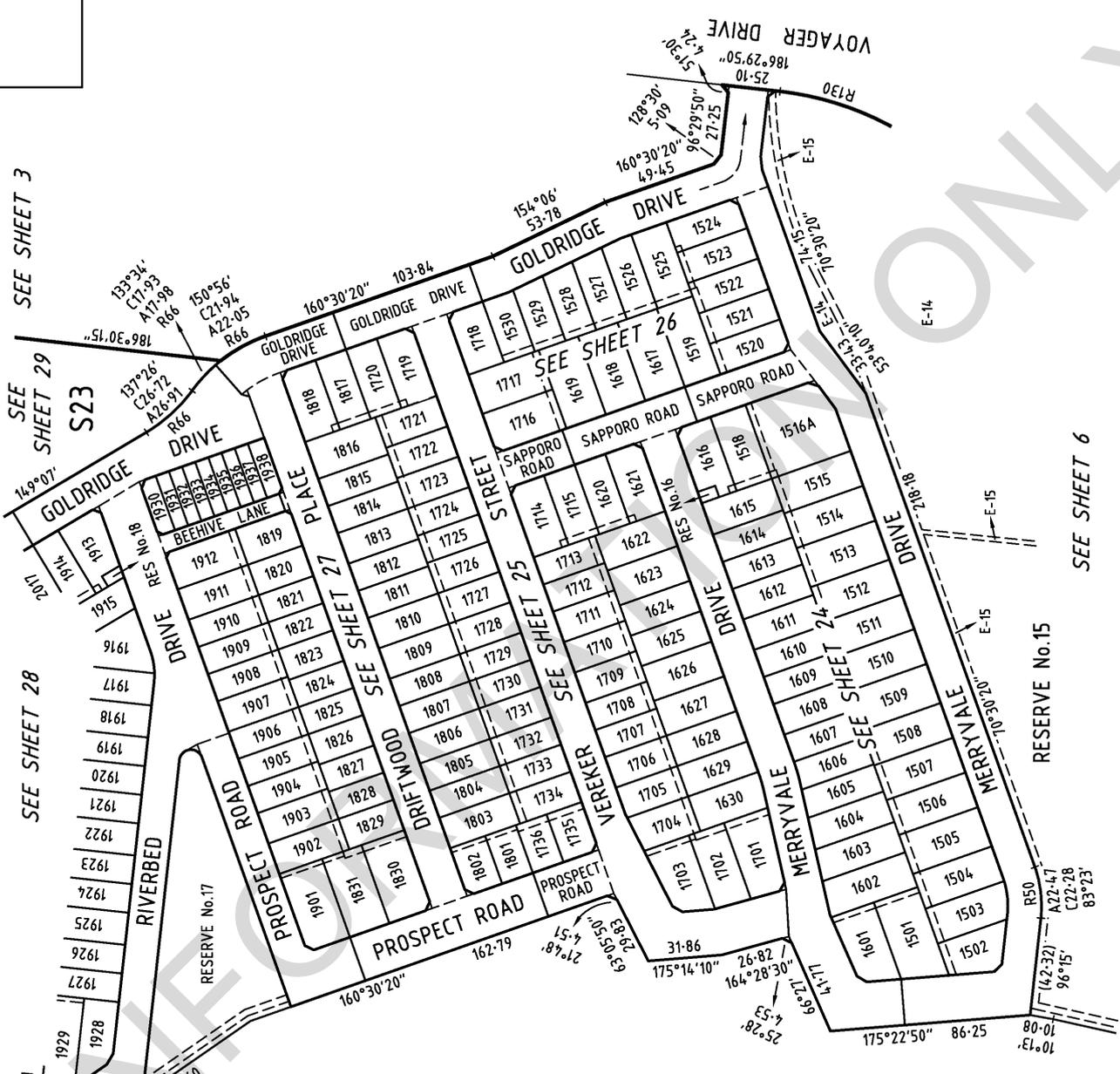
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SHEET 6

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 Version: 1

PS 819166Y

SEE SHEET 8 SEE SHEET 28 SEE SHEET 29 SEE SHEET 3



S23

SEE SHEET 6

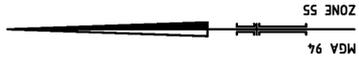
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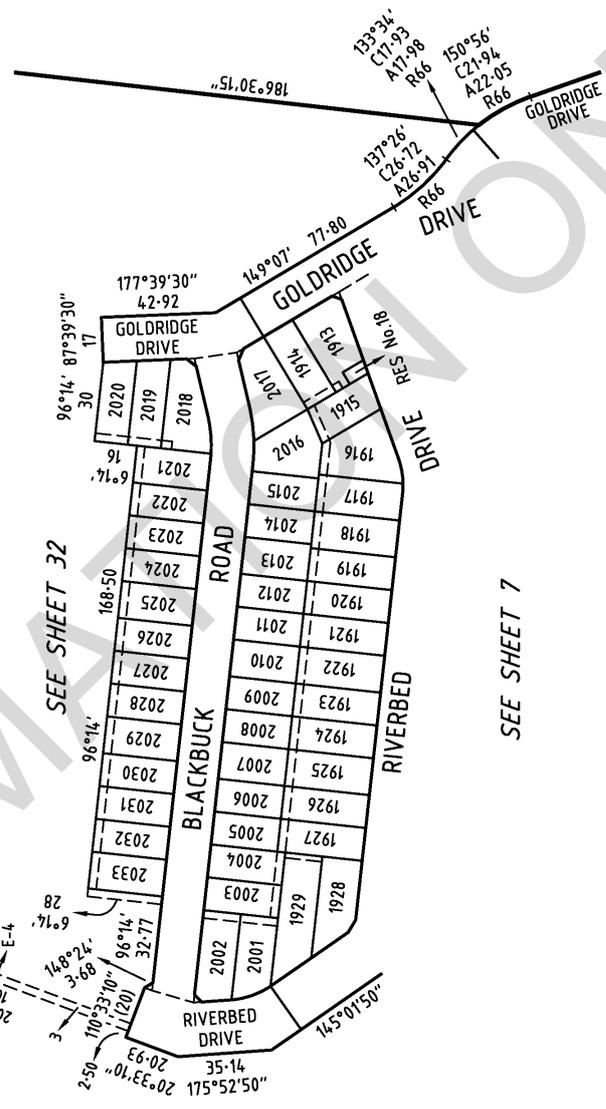
SEE SHEET 3

S23

SEE SHEET 3

SEE SHEET 32

SEE SHEET 7

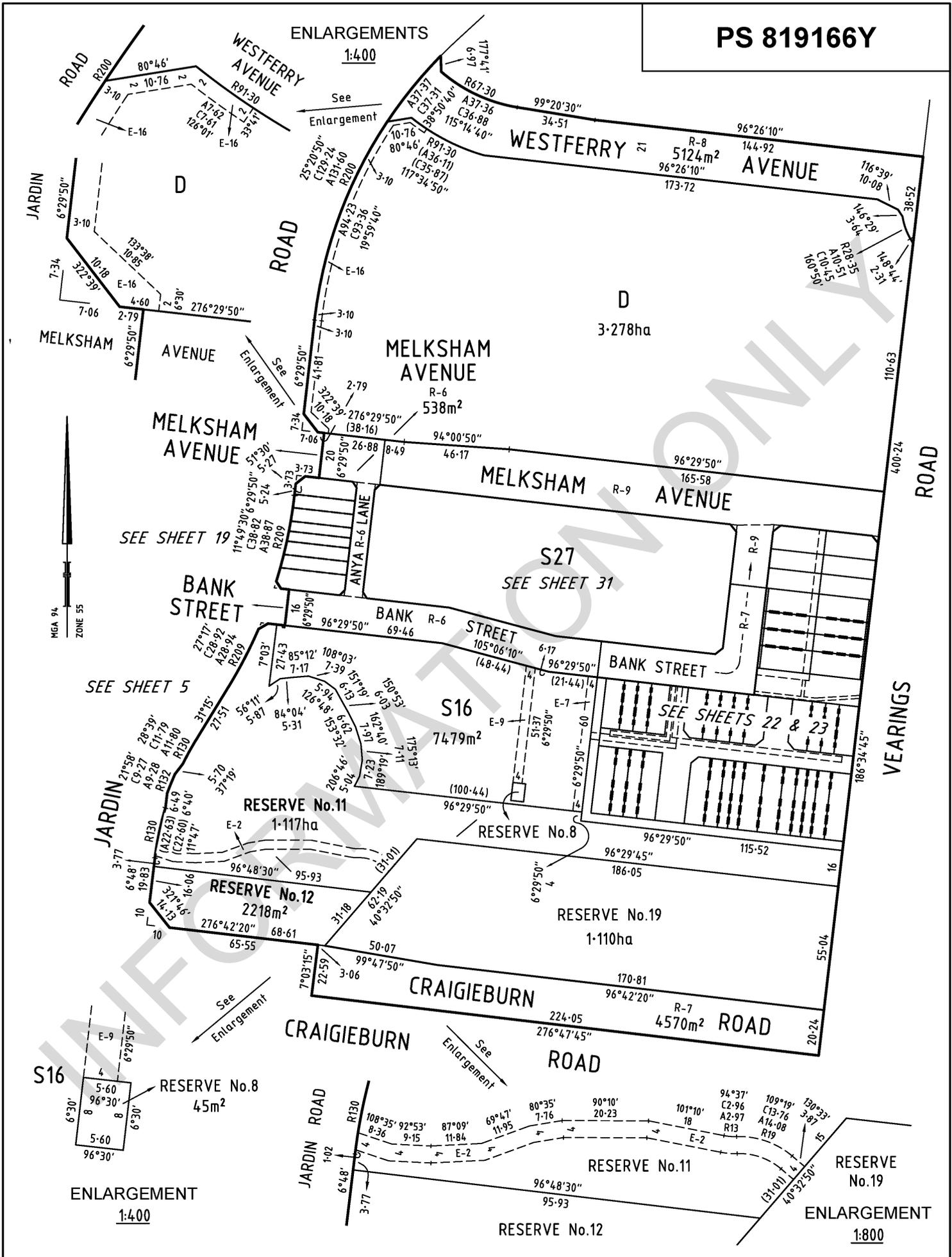


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Licensed Surveyor: Mark Oswald Stansfield Ref: 309257SV00C Version: 1			

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MGA 94
ZONE 55

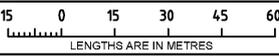
ENLARGEMENT
1:400

ENLARGEMENT
1:800



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SCALE
1:1500

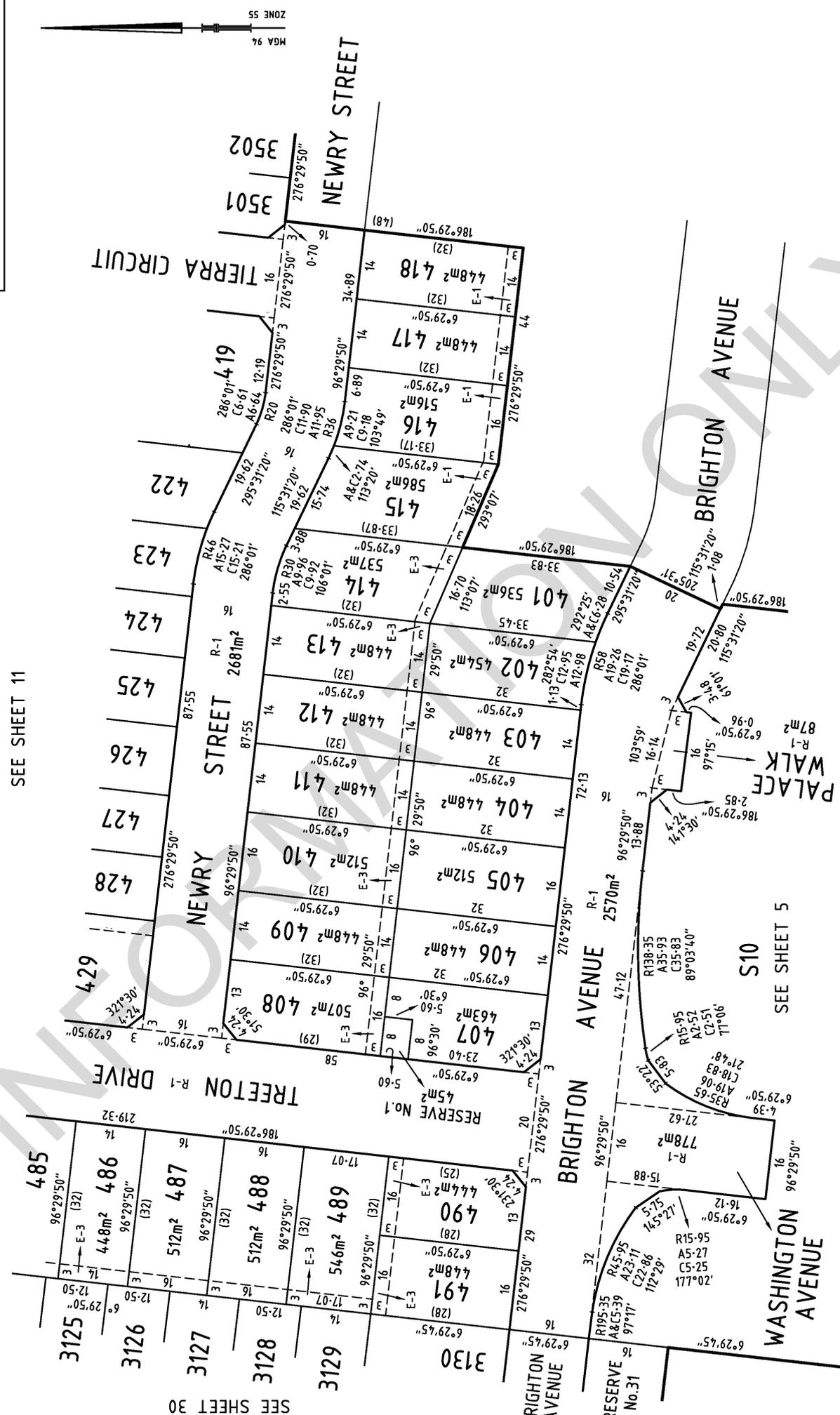


ORIGINAL SHEET
SIZE: A3

SHEET 9

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Ref: 309257SV00C
Version: 1

PS 819166Y



SEE SHEET 11

SEE SHEET 30

SEE SHEET 5

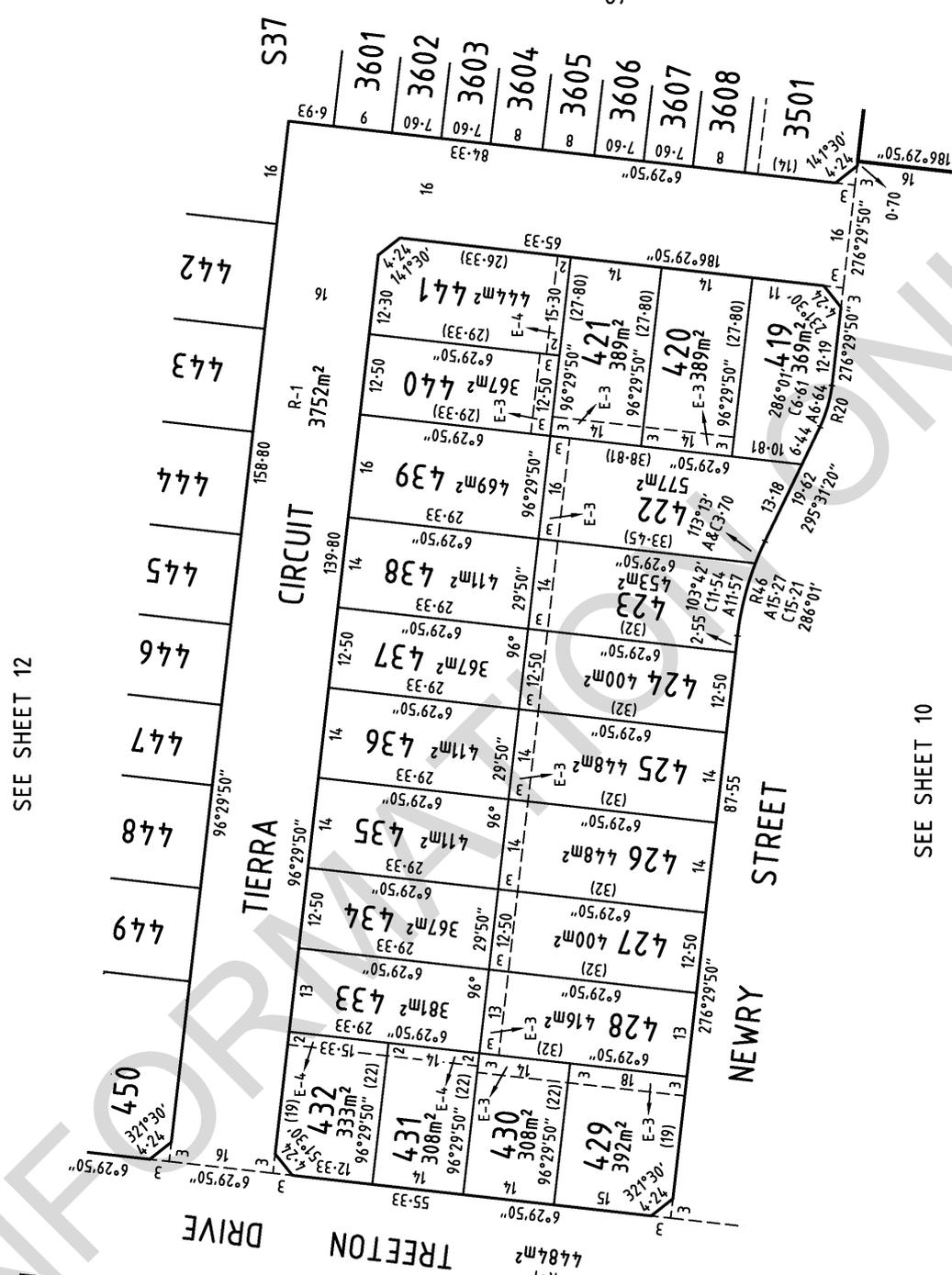
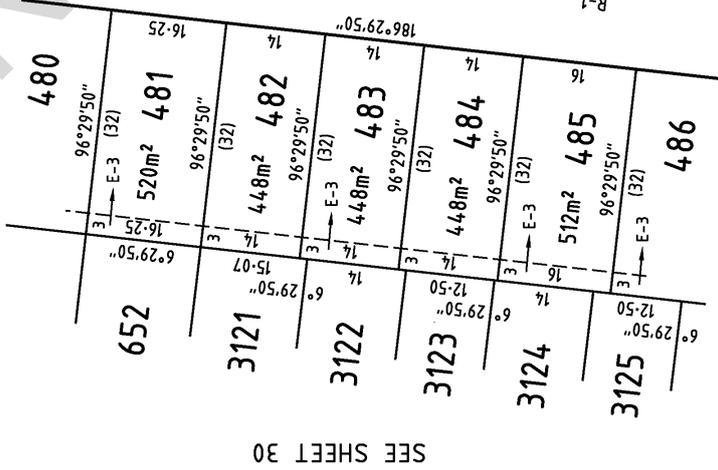
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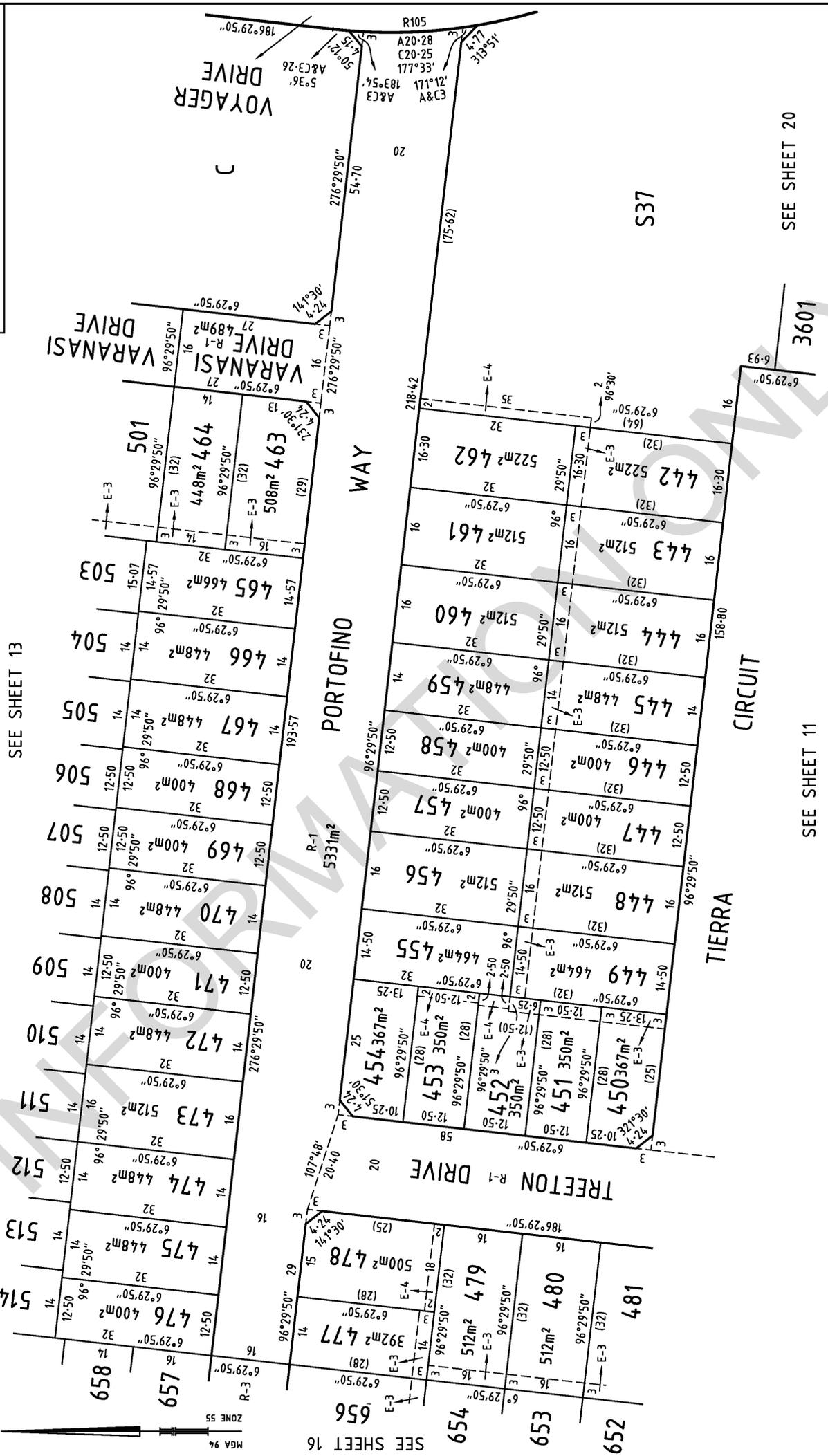


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SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 11
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 Ref: 309257SV00C
 Version: 1

PS 819166Y



SEE SHEET 13

SEE SHEET 16

SEE SHEET 20

SEE SHEET 11

<p>SCALE 1:750</p> <p>LENGTHS ARE IN METRES</p>		ORIGINAL SHEET SIZE: A3	SHEET 12
<p>Licensed Surveyor: Mark Oswald Stansfield Ref: 309257SV00C Version: 1</p>			
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SEE SHEET 14

RESERVE No.3

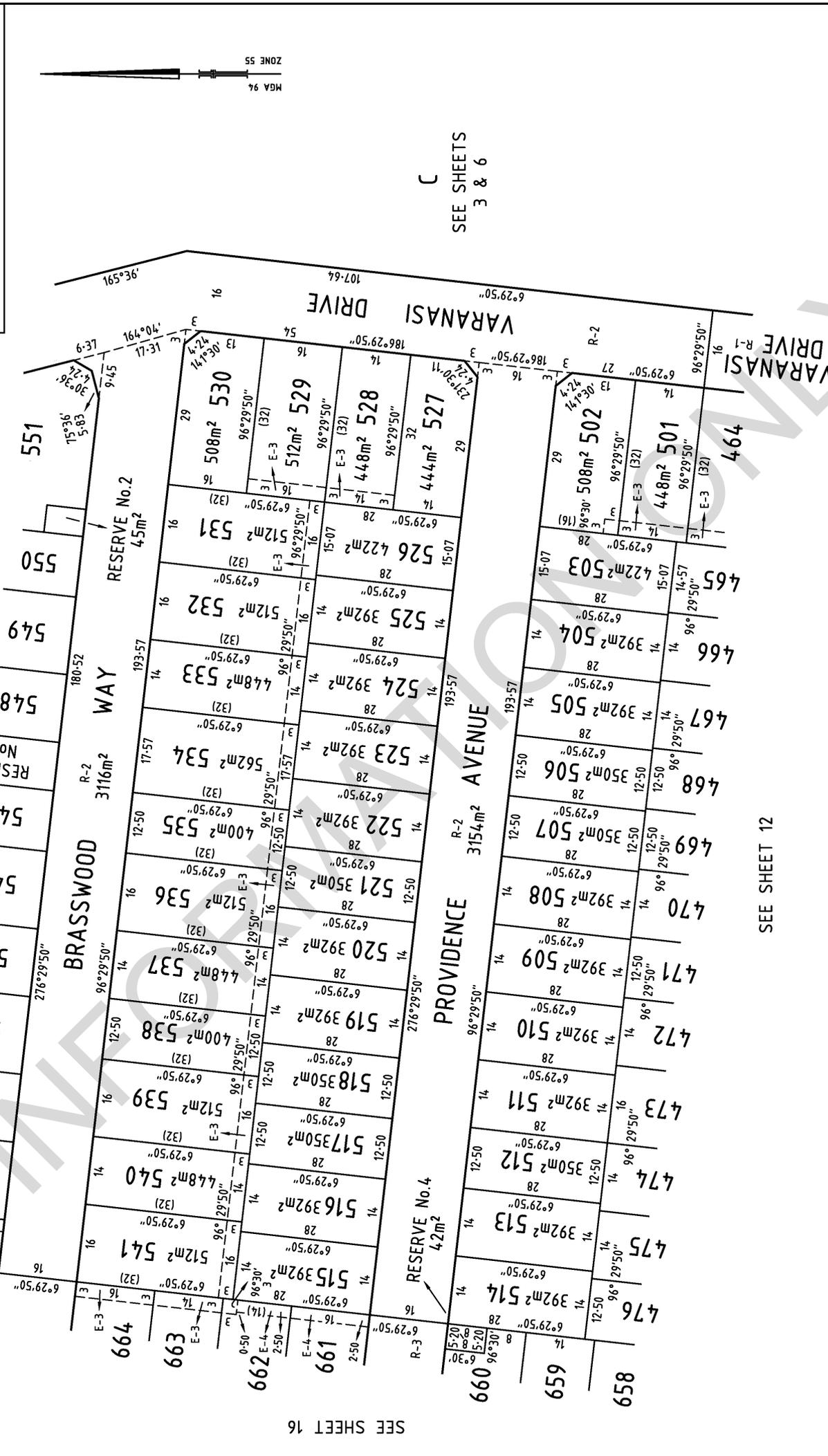
547

548

549

550

551



SEE SHEET 16

SEE SHEETS 3 & 6

SEE SHEET 12

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ORIGINAL SHEET SIZE: A3

SHEET 13

SCALE 1:750

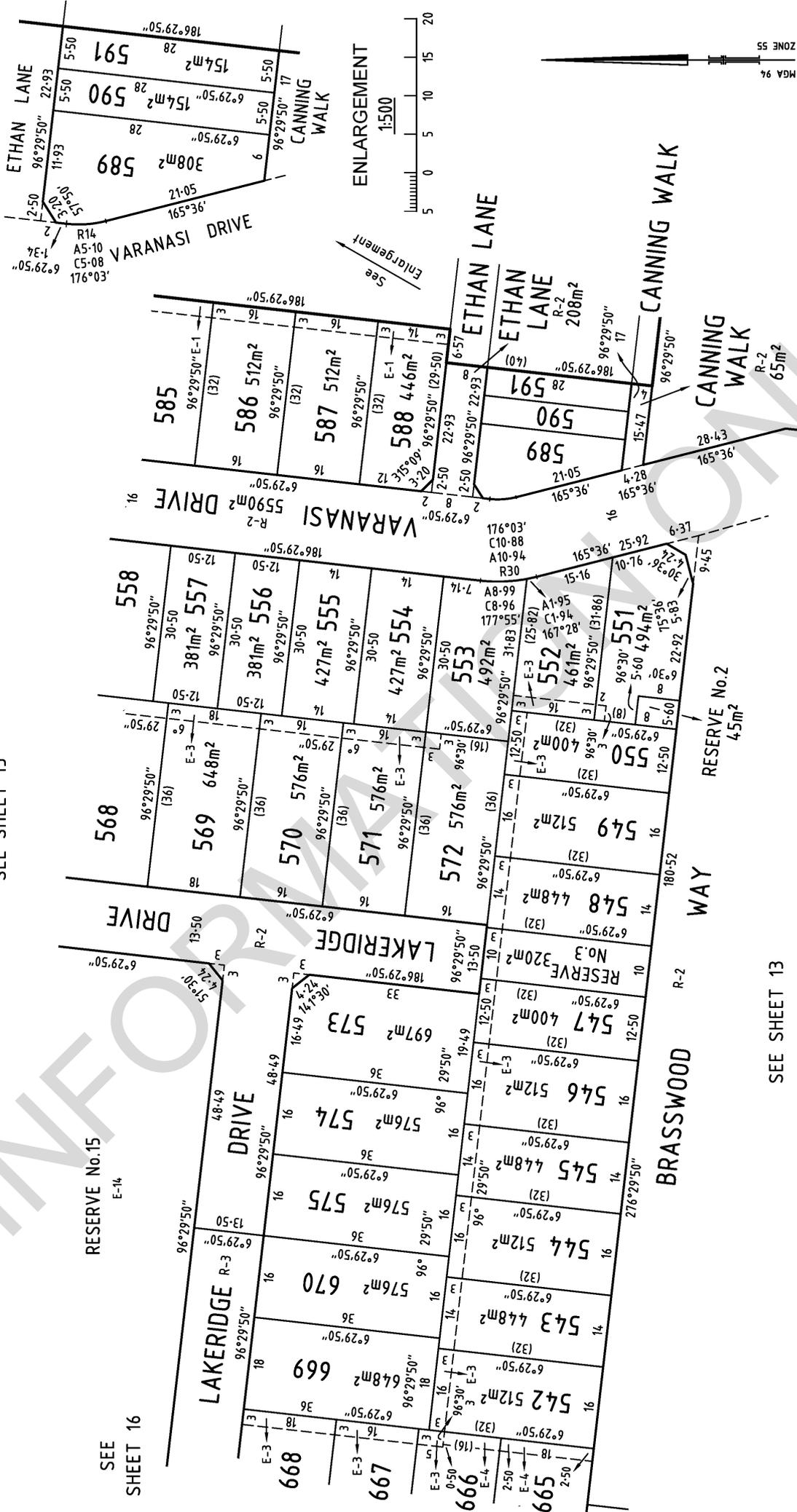
LENGTHS ARE IN METRES

Licensed Surveyor: Mark Oswald Stansfield
Ref: 309257SV00C
Version: 1

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SEE SHEET 15



SEE SHEET 16

SEE SHEET 13

<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 14</p>	<p>SCALE 1:750</p> <p>LENGTHS ARE IN METRES</p> <p>7.5 0 7.5 15 22.5 30</p>	<p>Licensed Surveyor: Mark Oswald Stansfield</p> <p>Ref: 309257SV00C</p> <p>Version: 1</p>
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SEE SHEET 24



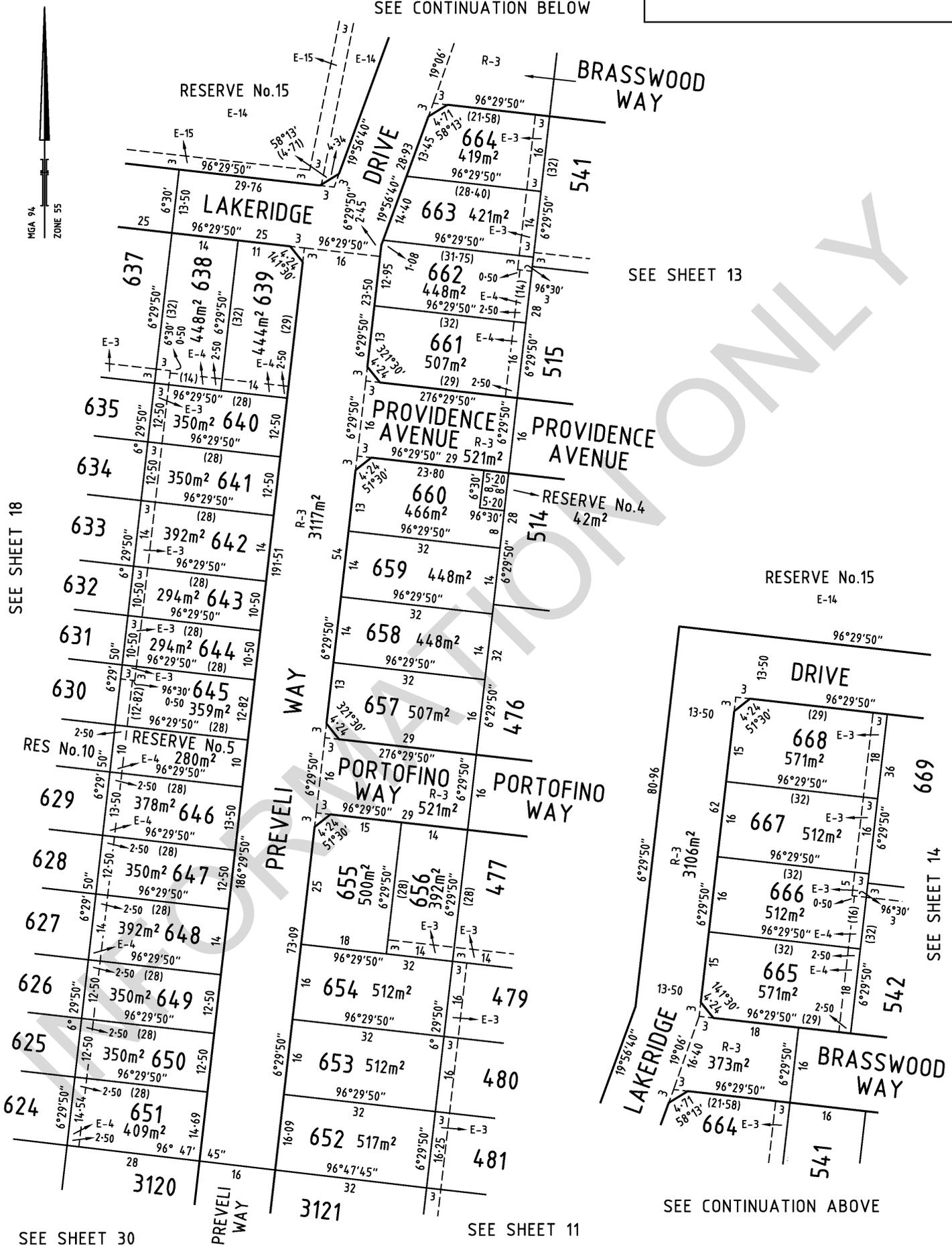
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Licensed Surveyor: Mark Oswald Stansfield Ref: 309257SV00C Version: 1			

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SEE CONTINUATION BELOW



SEE SHEET 18

SEE SHEET 13

SEE SHEET 30

SEE SHEET 11

SEE CONTINUATION ABOVE

SEE SHEET 14



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SCALE 1:750
 7.5 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

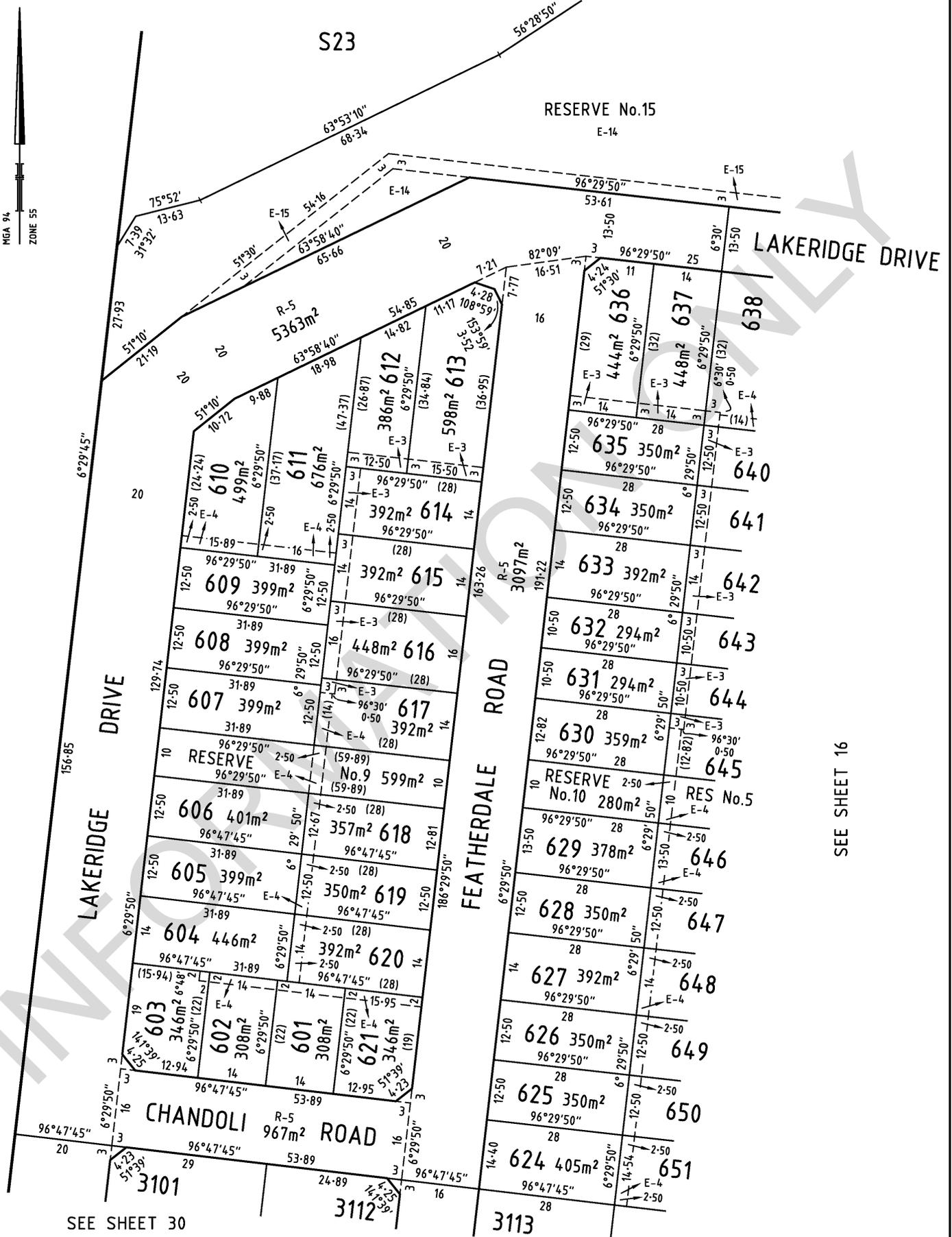
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 Ref: 309257SV00C
 Version: 1

ORIGINAL SHEET SIZE: A3

SHEET 16

PS 819166Y

SEE SHEET 3



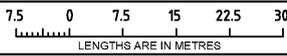
SEE SHEET 30

SEE SHEET 16



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SCALE
 1: 750



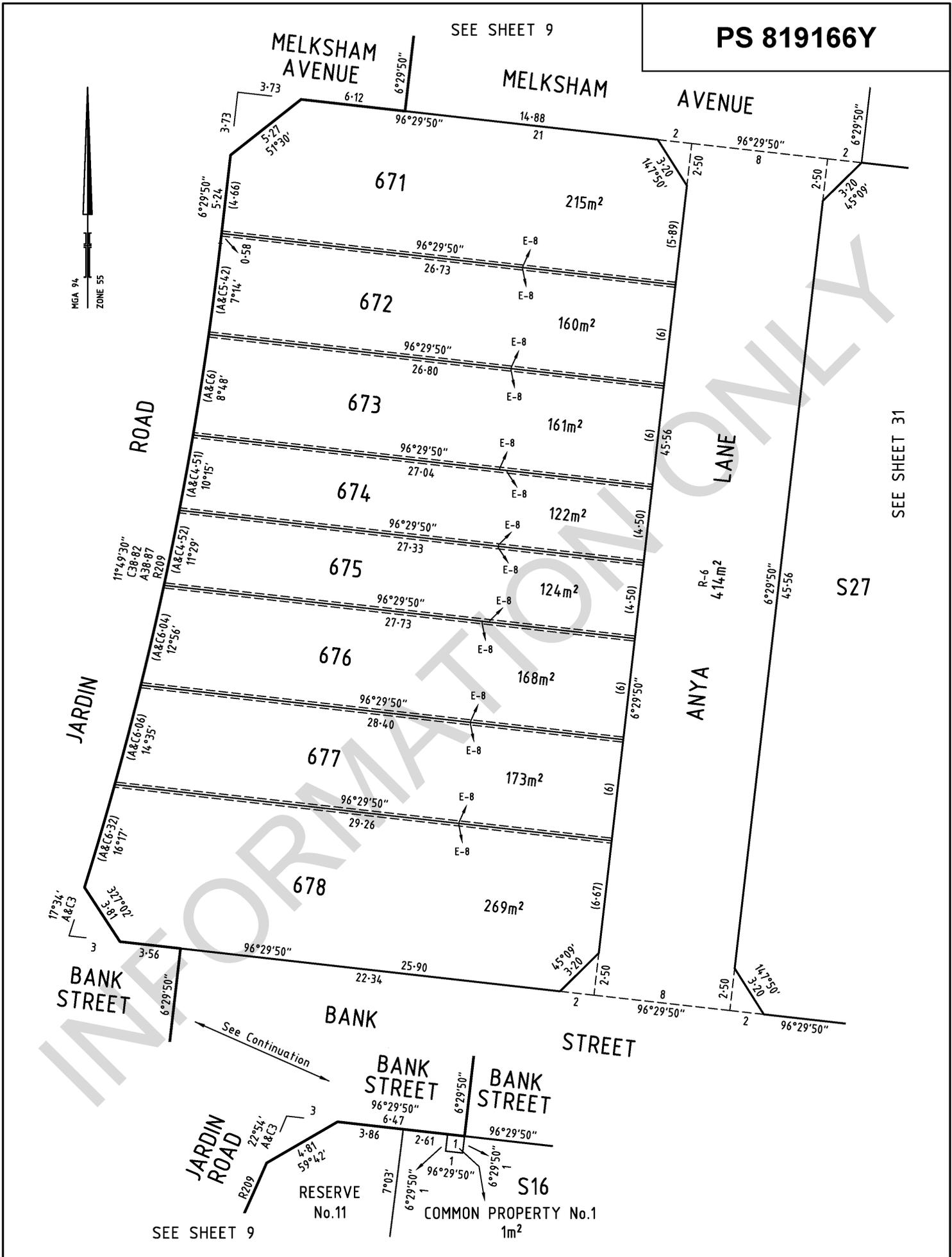
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SHEET 18

Licensed Surveyor: Mark Oswald Stansfield
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 Version: 1

PS 819166Y

SEE SHEET 9



MGA 94
ZONE 55

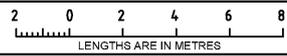
SEE SHEET 31

S27



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SCALE
1: 200



ORIGINAL SHEET
SIZE: A3

SHEET 19

Licensed Surveyor: Mark Oswald Stansfield
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Version: 1

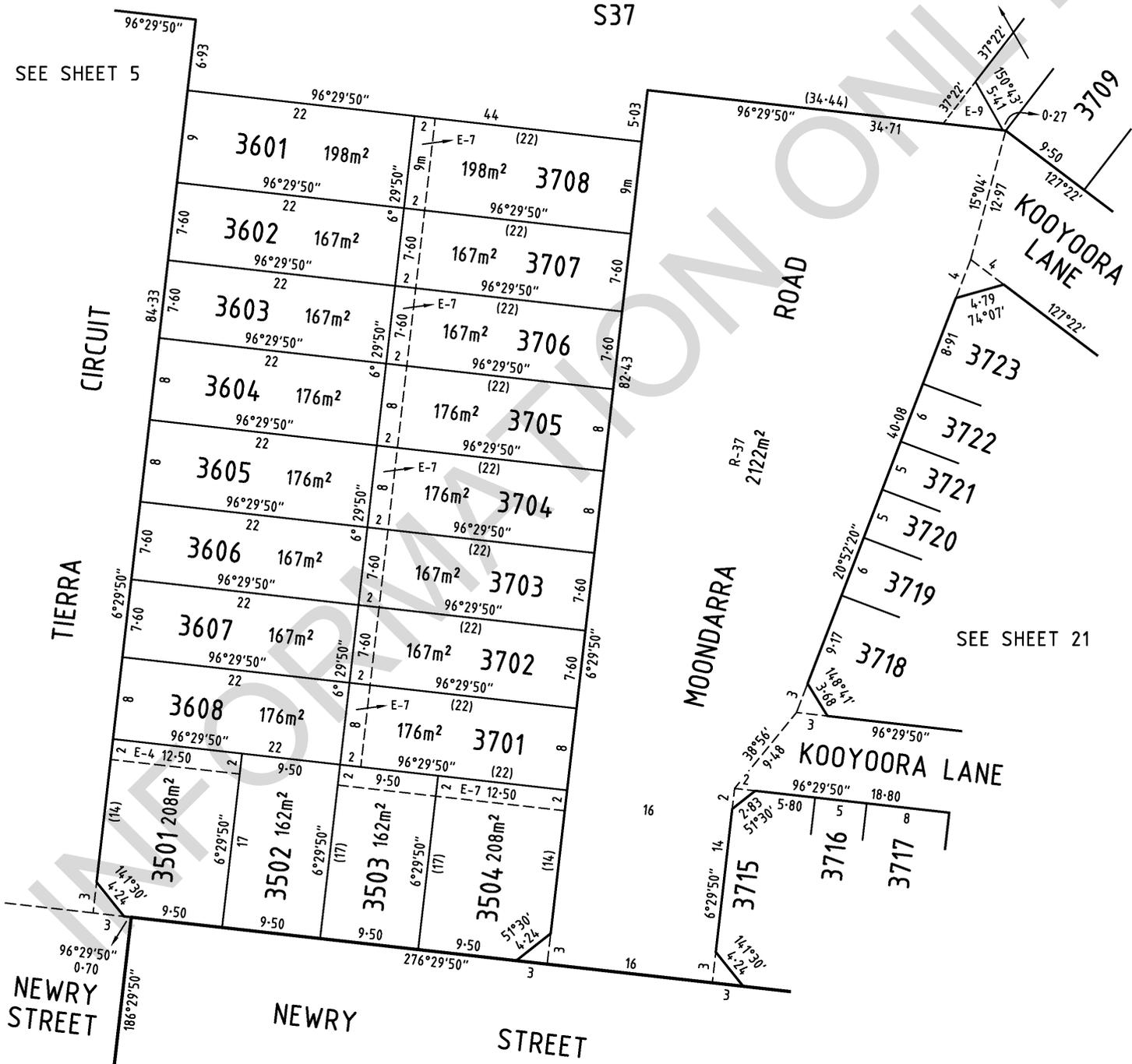
PS 819166Y



S37

RESERVE No.37

SEE SHEET 5



SEE SHEET 21

NEWRY STREET

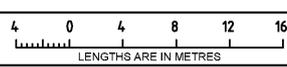
NEWRY STREET

SEE SHEET 5



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SCALE
 1: 400



ORIGINAL SHEET
 SIZE: A3

SHEET 20

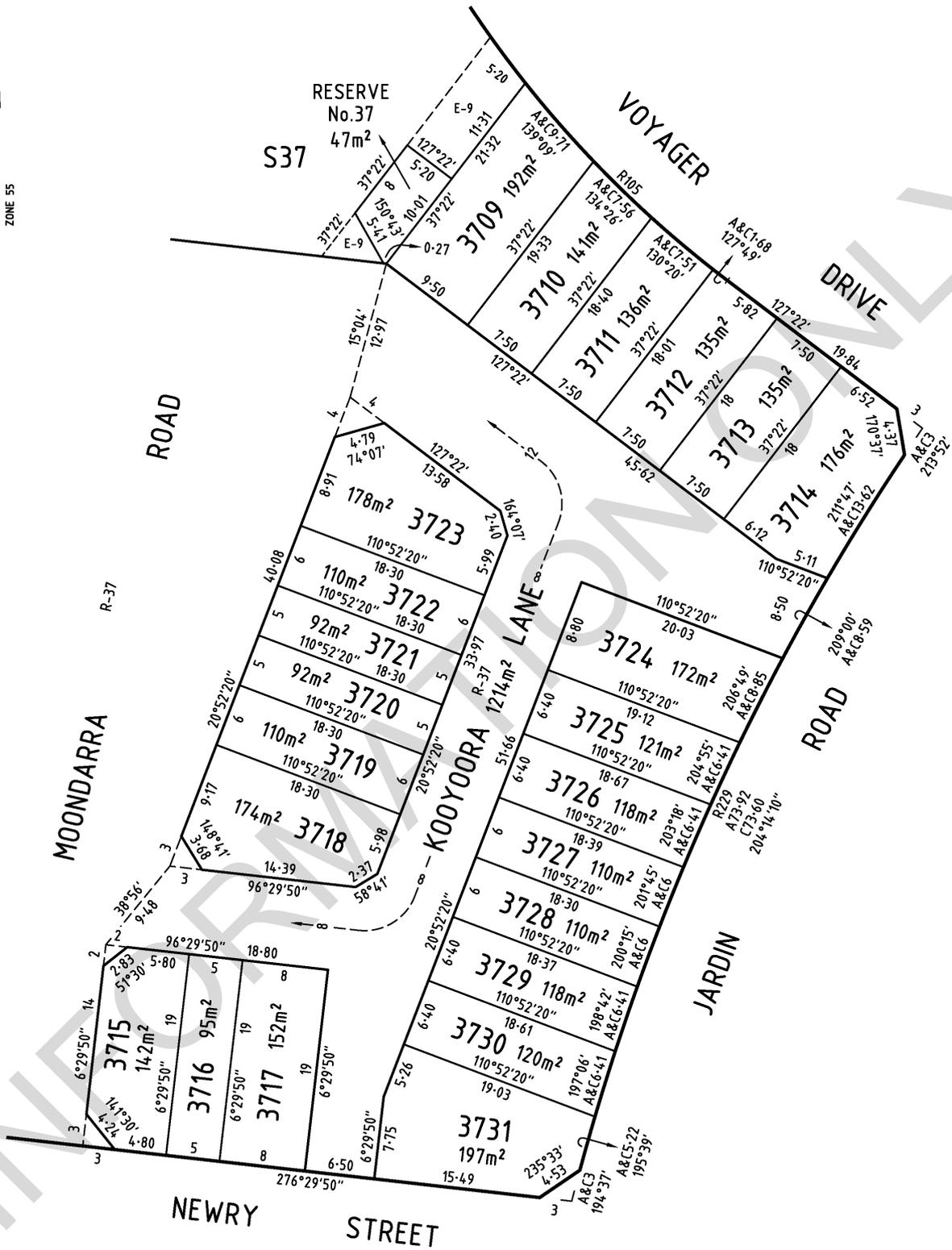
Licensed Surveyor: Mark Oswald Stansfield
 Ref: 309257SV00C
 Version: 1

PS 819166Y



SEE SHEET 5

SEE SHEET 20

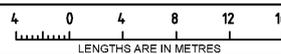


SEE SHEET 5



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SCALE
 1: 400



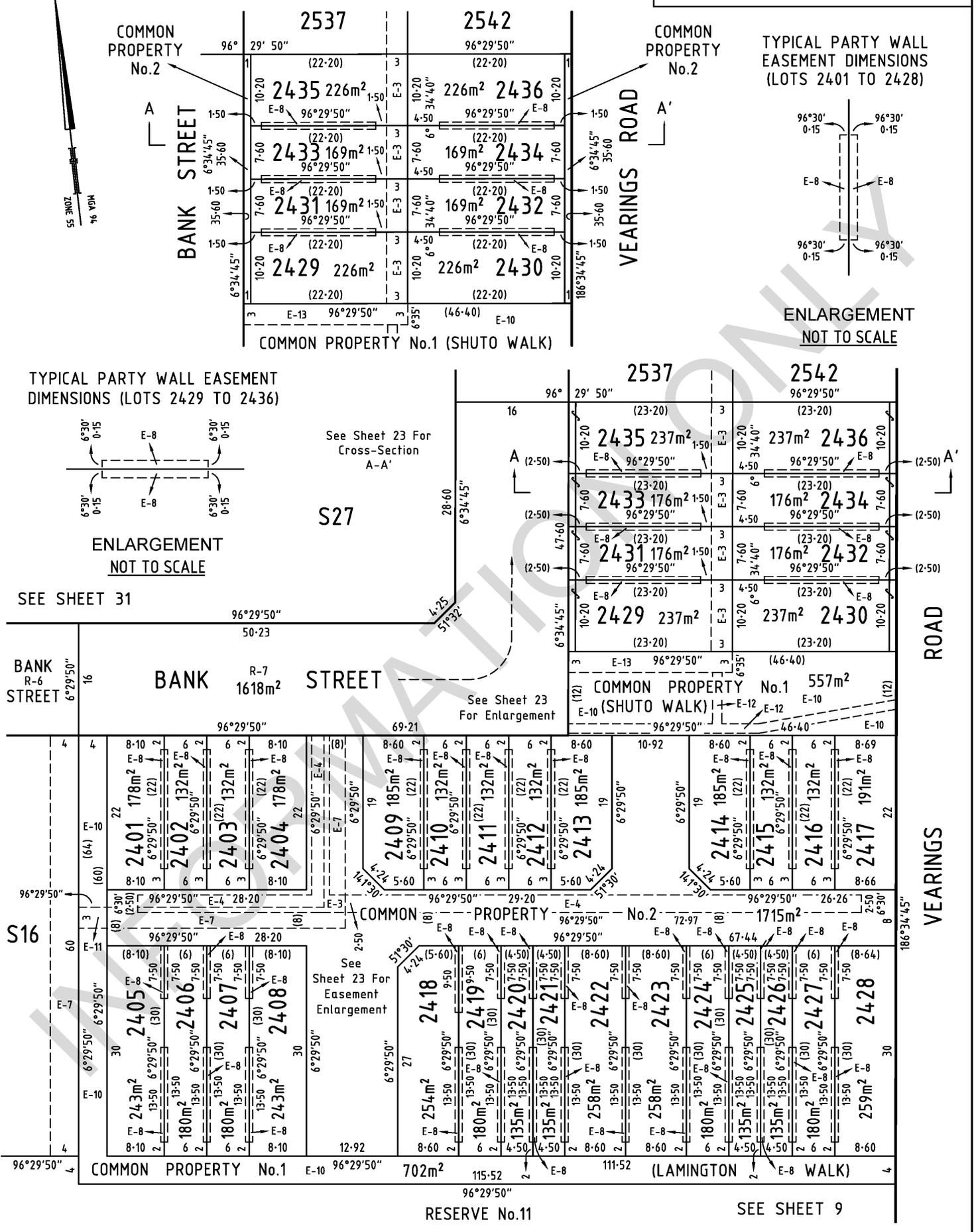
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SHEET 21

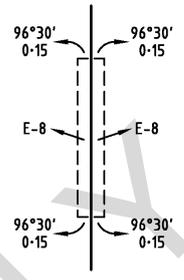
Licensed Surveyor: Mark Oswald Stansfield
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 Version: 1

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LOWER GROUND LEVEL

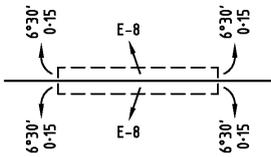


TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2401 TO 2428)



ENLARGEMENT NOT TO SCALE

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2429 TO 2436)



ENLARGEMENT NOT TO SCALE

SEE SHEET 31

See Sheet 23 For Cross-Section A-A'

S27

BANK STREET R-6

BANK STREET R-7

S16

See Sheet 23 For Easement Enlargement

RESERVE No.11

SEE SHEET 9



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SCALE 1: 500

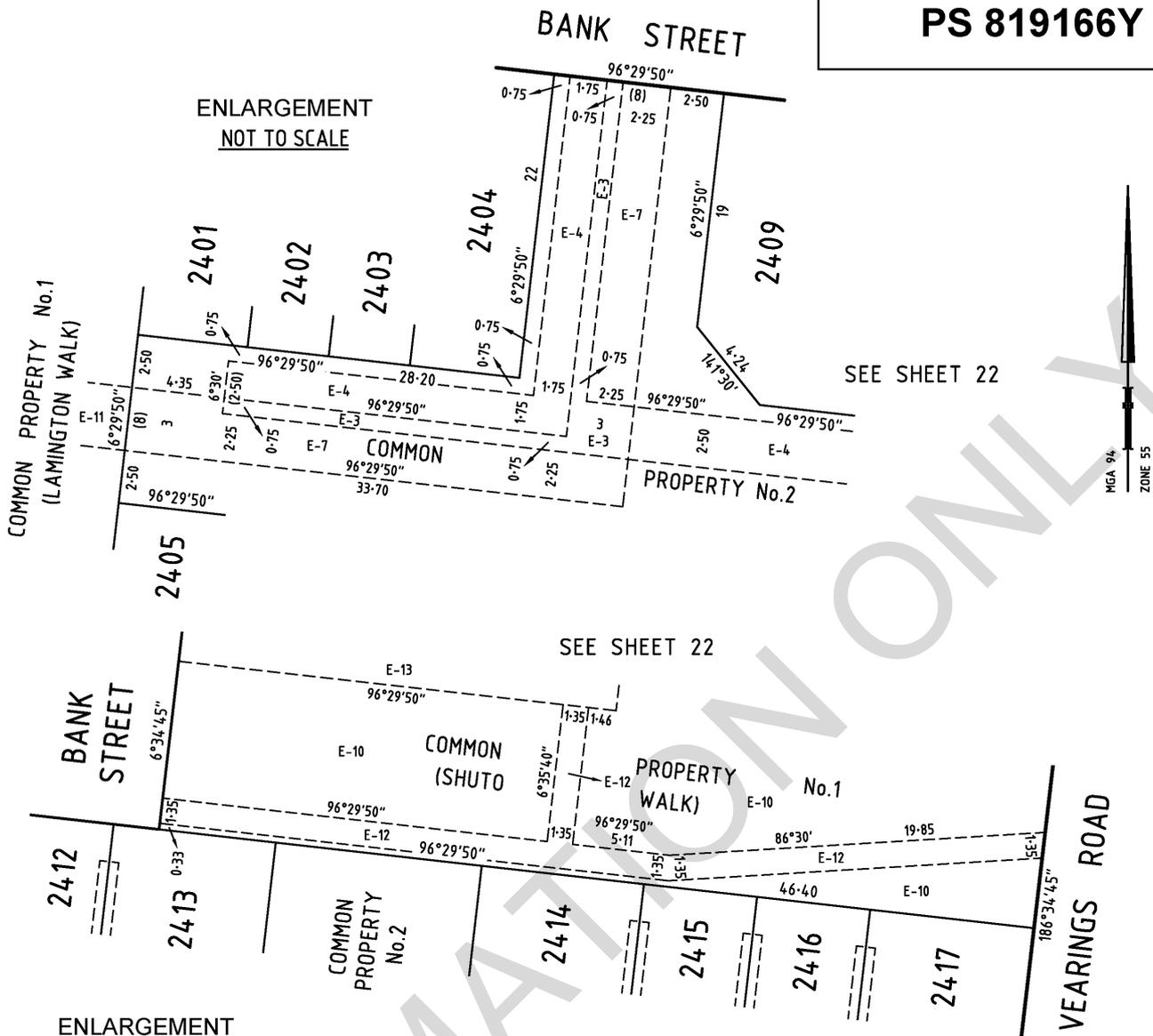
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Licensed Surveyor: Mark Oswald Stansfield
Ref: 309257SV00C
Version: 1

ORIGINAL SHEET SIZE: A3

SHEET 22

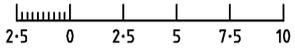
PS 819166Y



SEE SHEET 22

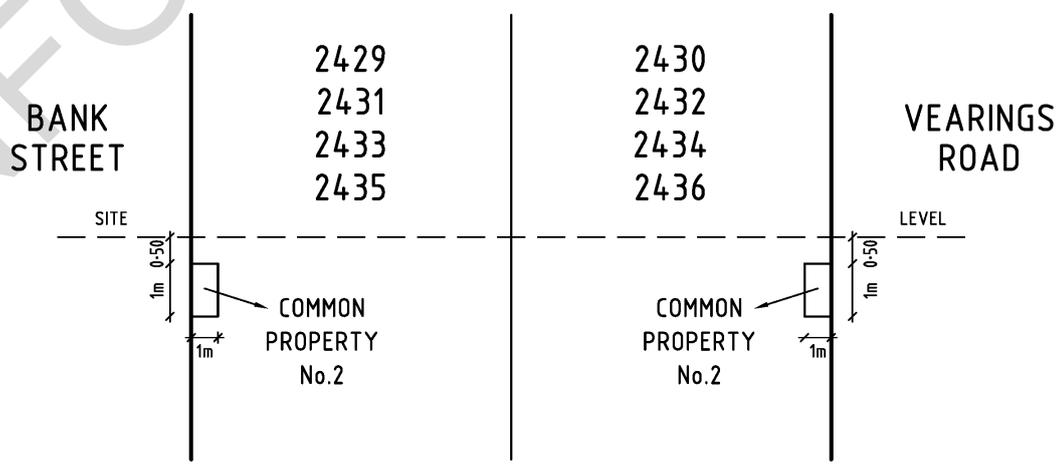
SEE SHEET 22

ENLARGEMENT
1:250



TYPICAL CROSS-SECTION A-A'

NOT TO SCALE



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SCALE
SEE ABOVE



ORIGINAL SHEET
SIZE: A3

SHEET 23

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Version: 1

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SEE SHEET 26

SAPPORO ROAD
R-11

RESERVE No.16

1518

1516A
1187m²

1615 464m²

576m² 1515

1614 400m²

576m² 1514

1613 400m²

648m² 1513

1612 448m²

576m² 1512

1611 448m²

576m² 1511

1610 400m²

576m² 1510

1609 400m²

576m² 1509

1608 448m²

576m² 1508

1607 400m²

576m² 1507

1606 404m²

576m² 1506

1605 421m²

576m² 1505

1604 494m²

648m² 1504

1603 517m²

576m² 1503

1602 620m²

551m² 1502

1601 596m²

476m² 1501

1600 596m²

VEREKER STREET
R-13

S23

DRIVE

MERRRYVALE DRIVE

DRIVE

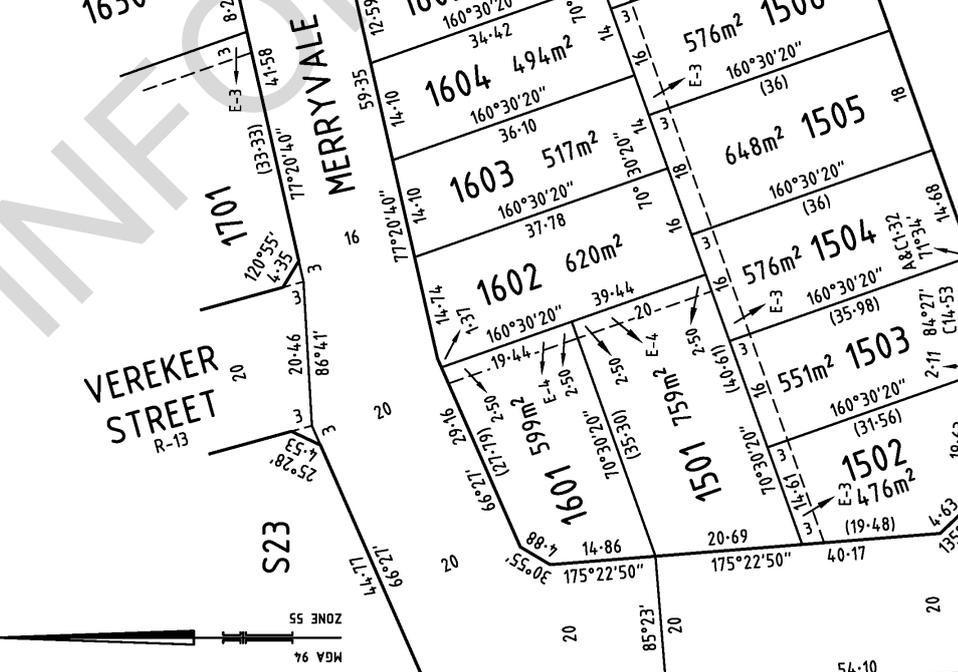
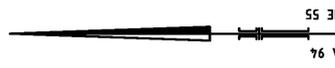
RESERVE No.15

SEE SHEET 6

SEE SHEET 15

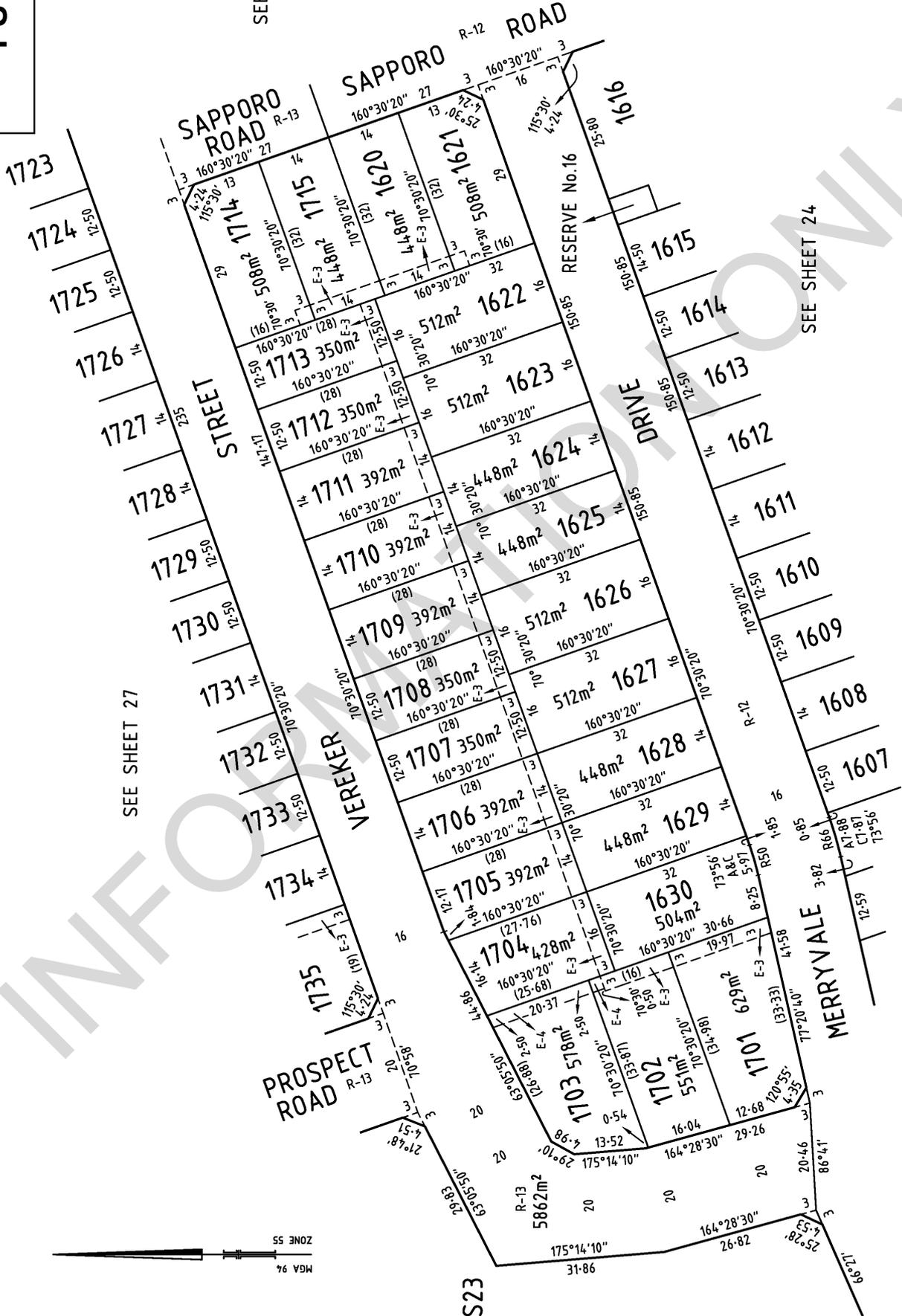
<p>SCALE 1:750</p> <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 24
	<p>Licensed Surveyor: Mark Oswald Stansfield Ref: 309257SV00C Version: 1</p>	
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SEE SHEET 26



SEE SHEET 27

SEE SHEET 24

SHEET 25

ORIGINAL SHEET SIZE: A3

SCALE 1:750

LENGTHS ARE IN METRES

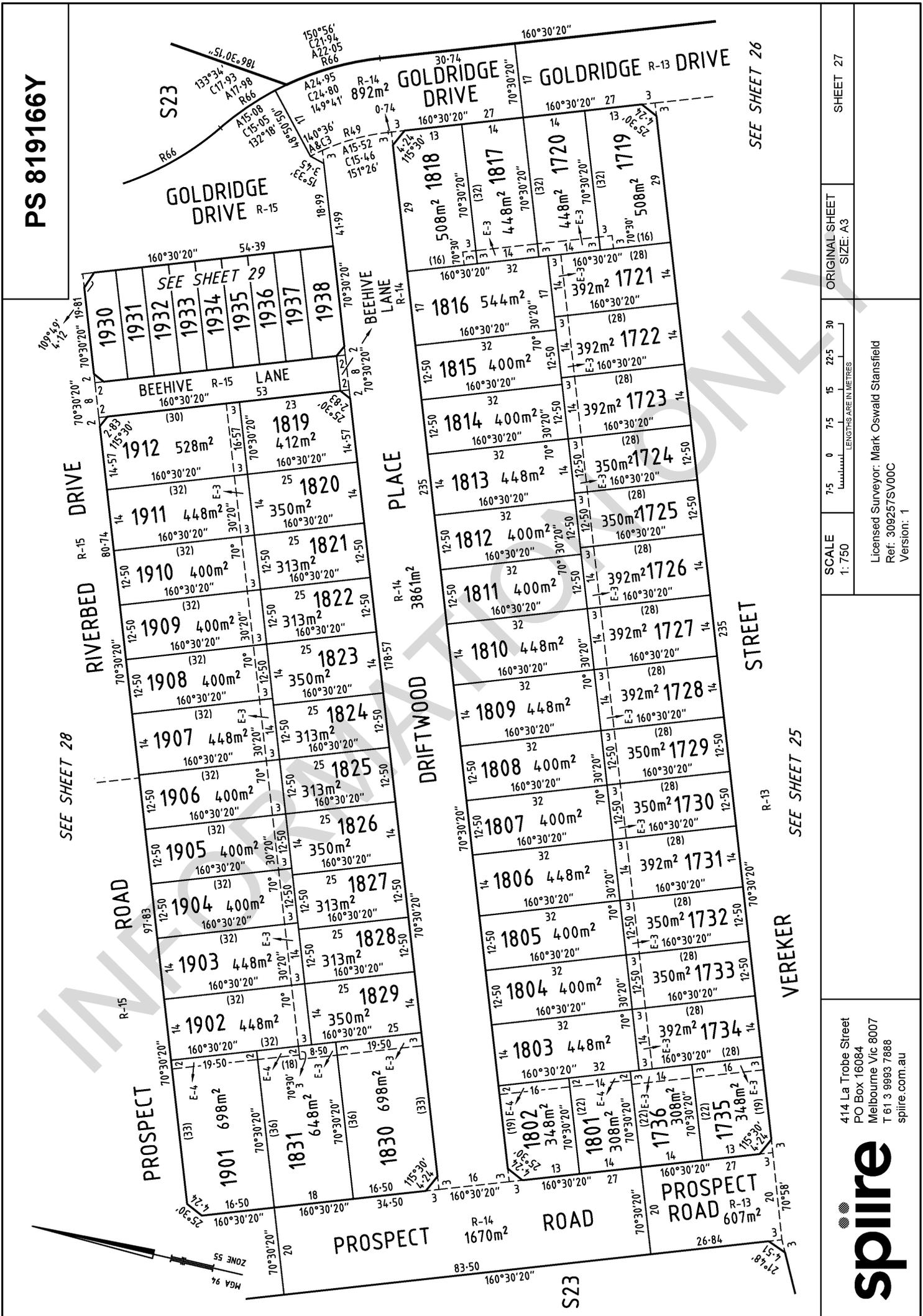
7.5 0 7.5 15 22.5 30

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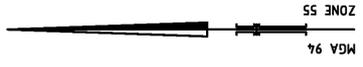
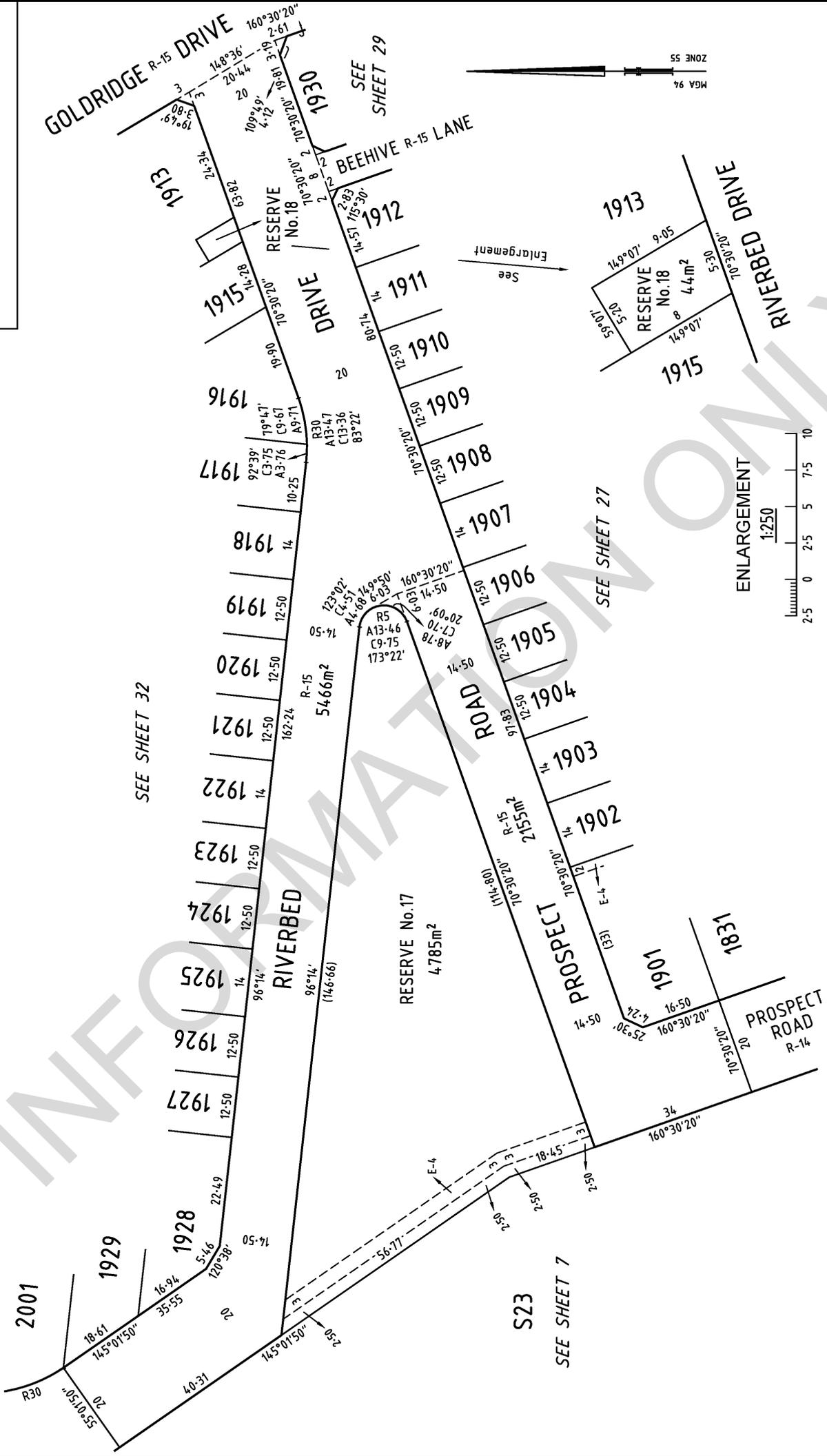


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SCALE 1:750	7.5 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 28
LENGTHS ARE IN METRES		Licensed Surveyor: Mark Oswald Stansfield Ref: 309257SV00C Version: 1	

SEE SHEET 27

SEE SHEET 29

SEE SHEET 7

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BLACKBUCK ROAD R-16

GOLDRIDGE DRIVE R-16

SEE SHEET 3

SEE SHEET 32

2017

1914

1913

S23

SEE SHEET 28

RIVERBED DRIVE R-15

GOLDRIDGE DRIVE

BEEHIVE DRIVE

1912

SEE SHEET 27

1930 181m²

1931 150m²

1932 150m²

1933 150m²

1934 150m²

1935 150m²

1936 150m²

1937 150m²

1938 186m²

BEEHIVE LANE

BEEHIVE LANE R-14

DRIFTWOOD PLACE

SEE SHEET 27

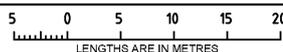
DRIVE

GOLDRIDGE DRIVE R-14



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SCALE
1: 500



ORIGINAL SHEET
SIZE: A3

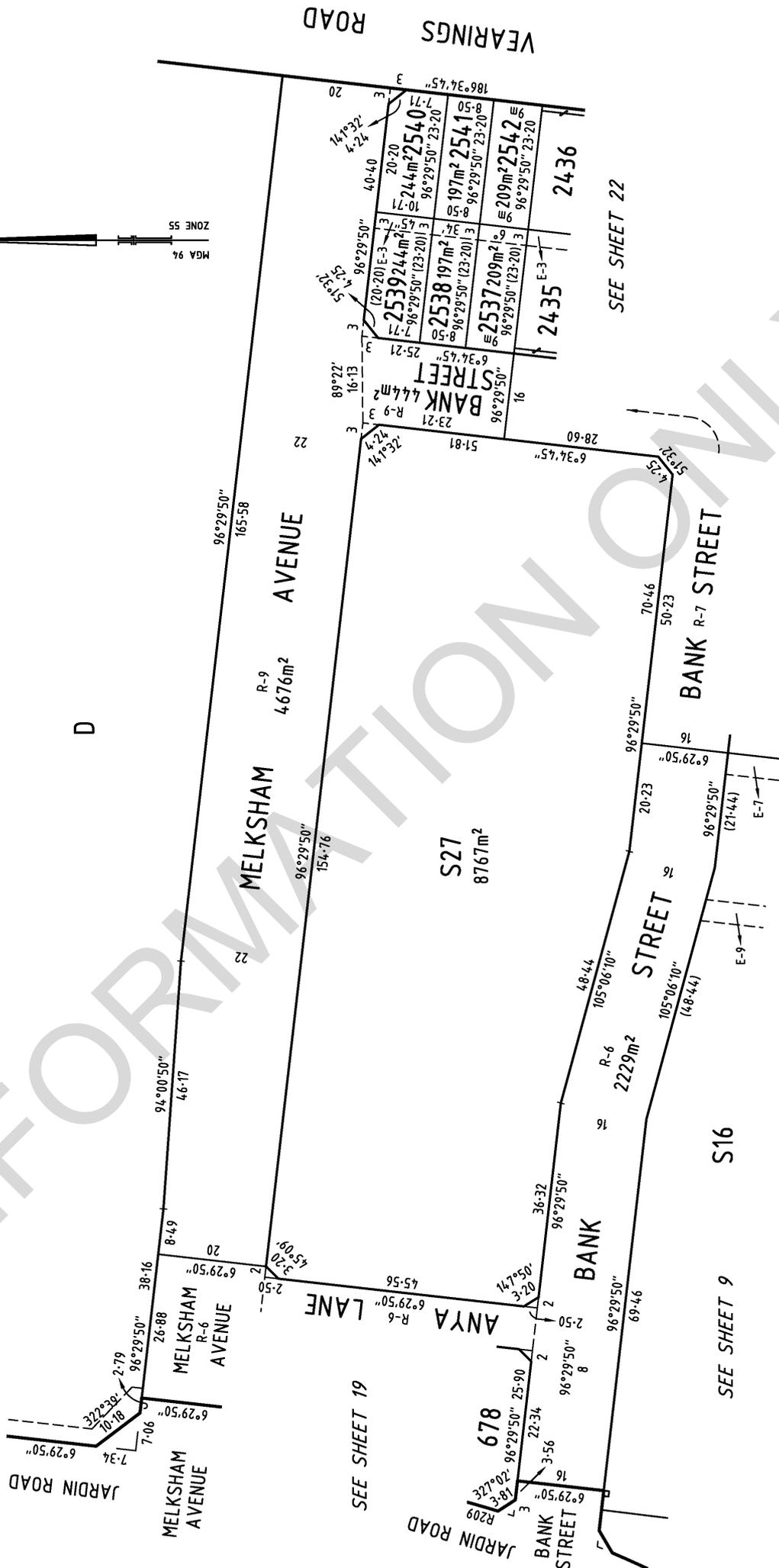
SHEET 29

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Version: 1

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SEE SHEET 9

D



SEE SHEET 19

SEE SHEET 9

SEE SHEET 22

SCALE 1:750	75 0 75 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 31
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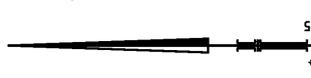
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Version: 1

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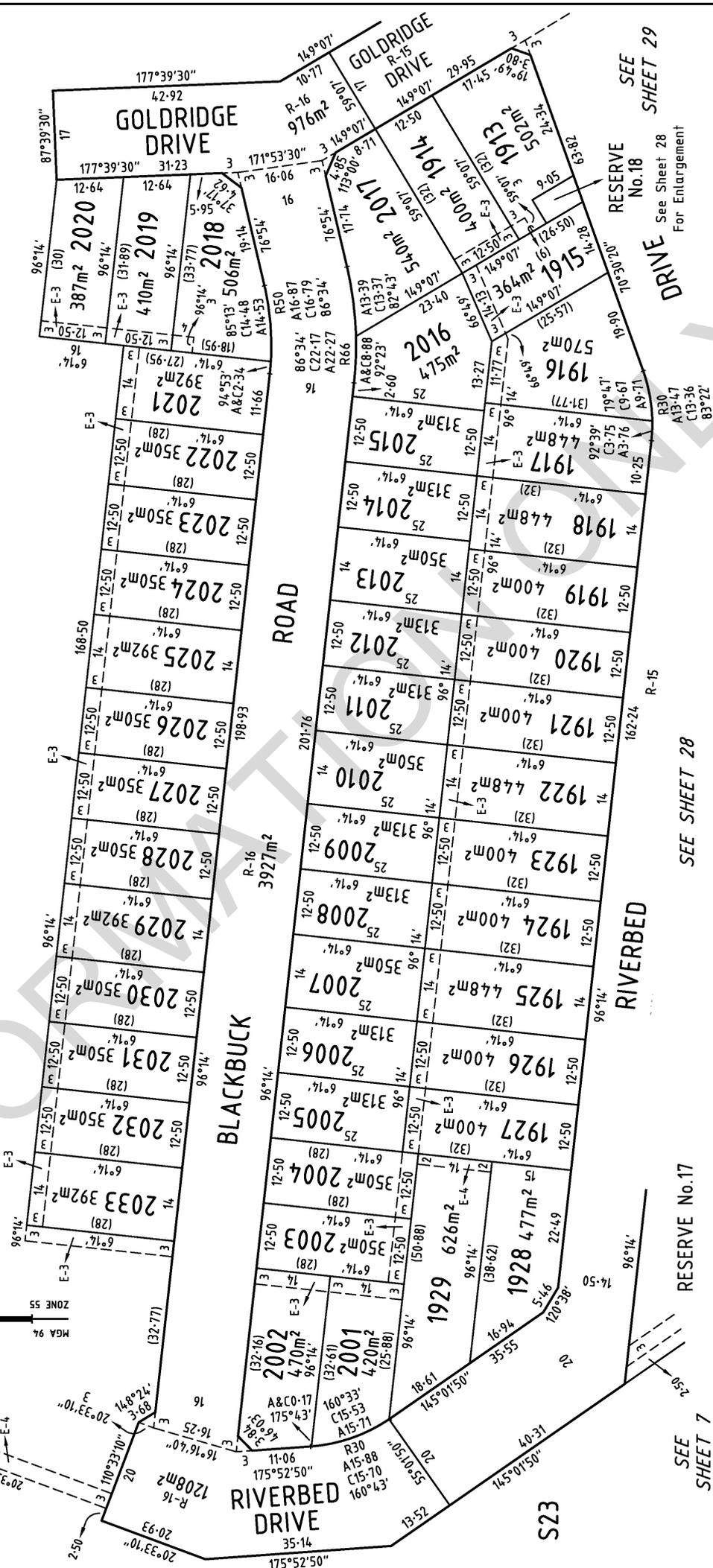
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SEE SHEET 3



S23



SEE SHEET 28

RESERVE No.17

SEE SHEET 7

SCALE 1:750	75 0 75 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 32
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CREATION OF RESTRICTION No. 1

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 401 to 491 (both inclusive)

Land to be Burdened: Lots 401 to 491 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA5864.

CREATION OF RESTRICTION No. 2

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 401 to 491 (both inclusive)

Land to be Burdened: Lots 401 to 491 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 3

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 590 and 591

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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ORIGINAL SHEET
 SIZE: A3

SHEET 33

CREATION OF RESTRICTION No. 4

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 501 to 591 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6141.

CREATION OF RESTRICTION No. 5

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 501 to 591 (both inclusive)

Land to be Burdened: Lots 501 to 589 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 6

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 631 and 632

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 7

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 601 to 621 and 624 to 637 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA7346.

CREATION OF RESTRICTION No. 8

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 601 to 621 and 624 to 637 (all inclusive)

Land to be Burdened: Lots 601 to 621, 624 to 630 and 633 to 637 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 9

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 638 to 670 (both inclusive)

Land to be Burdened: Lots 643 and 644

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 10

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 638 to 670 (both inclusive)

Land to be Burdened: Lots 638 to 670 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA6722.

CREATION OF RESTRICTION No. 11

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 638 to 670 (all inclusive)

Land to be Burdened: Lots 638 to 642 and 645 to 670 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 12

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3501 to 3504 (both inclusive)

Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.



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CREATION OF RESTRICTION No. 13

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Land to be Burdened: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9645.

CREATION OF RESTRICTION No. 14

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Land to be Burdened: Lots 1501 to 1515, 1516A and 1518 to 1530 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 15

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3601 to 3608 (both inclusive)

Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

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CREATION OF RESTRICTION No. 16

PS 819166Y

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which will not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9688.

CREATION OF RESTRICTION No. 17

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1601 to 1630 (both inclusive)

Land to be Burdened: Lots 1601 to 1630 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 18

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3701 to 3731 (both inclusive)

Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 19

PS 819166Y

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 401 to 492, 501 to 591 and 638 to 670 (all inclusive)
Land to be Burdened: Lot 492

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 20

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 671 to 678 (both inclusive)
Land to be Burdened: Lots 671 to 678 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 21

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 22

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.

CREATION OF RESTRICTION No. 23

PS 819166Y

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 2537 to 2542 (both inclusive), S27 and D
Land to be Burdened: Lot D

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 24

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3501 to 3504 (both inclusive)
Land to be Burdened: Lots 3501 to 3504 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 25

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 26

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.



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CREATION OF RESTRICTION No. 27

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3601 to 3608 (both inclusive)
Land to be Burdened: Lots 3601 to 3608 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 28

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street; or
- (ii) Construct the side wall of the first level of any dwelling on a corner lot with less than 20 percent glazing for the area of walls of habitable rooms (measured from finished floor level to upper floor), and the remainder of the wall must be constructed in contrasting material finishes.
- (iii) Construct any dwelling on lots abutting the laneway unless provided with a minimum of 20 percent glazing for the area of the walls of habitable rooms (measured from finished floor level to upper roof), facing the laneway at first floor level, to the satisfaction of the Responsible Authority.

CREATION OF RESTRICTION No. 29

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3708 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct any garage on a burdened lot less than 5 metres from the road alignment at the front of the lot.

CREATION OF RESTRICTION No. 30

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3701 to 3731 (both inclusive)
Land to be Burdened: Lots 3701 to 3731 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 31

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 671 to 678 (both inclusive)
Land to be Burdened: Lots 671 to 678 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot. This restriction shall cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 32

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof;

- (i) Construct any garage on a lot less than 5 metres from the road alignment at the front of the lot.
- (ii) Construct any garage on a lot with a width of 10 metres or less measured at the front wall of the dwelling, other than a single garage opening where access is proposed from the lot frontage.
- (iii) Construct a dwelling on a lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it become available.
- (iv) Construct a dwelling on a lot with side frontages to footpaths or open spaces within the subject land unless a minimum of two (2) storeys in height, and with habitable room windows at the second storey fronting to the footpaths or open spaces.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 33

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code, November 2019" (Type A) unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 34

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2428 (both inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of a burdened lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any parts thereof;

- (i) Construct a dwelling on a lot with a frontage to the internal immediately abutting Owners Corporation Common Property No.2

This restriction will cease after the issue of Certificate of Occupancy for the whole of the dwelling on the lot.

CREATION OF RESTRICTION No. 35

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2401 to 2436 (both inclusive)

Land to be Burdened: Lots 2401 to 2436 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;

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 SIZE: A3

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PS 819166Y**CREATION OF RESTRICTION No. 36**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9757.

CREATION OF RESTRICTION No. 37

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1701 to 1736 (both inclusive)

Land to be Burdened: Lots 1701 to 1736 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



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SIZE: A3

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PS 819166Y**CREATION OF RESTRICTION No. 38**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9774.

CREATION OF RESTRICTION No. 39

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1801 to 1831 (both inclusive)

Land to be Burdened: Lots 1801 to 1831 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



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CREATION OF RESTRICTION No. 40

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1901 to 1938 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010103.

CREATION OF RESTRICTION No. 41

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1901 to 1929 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 42

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 1901 to 1938 (both inclusive)

Land to be Burdened: Lots 1930 to 1938 (both inclusive)

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction is a lot subject to the 'Small Lot Housing Code, November 2019 (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code, November 2019 (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.

This restriction shall cease after the issue of a Certificate of Occupancy for the whole of the dwelling on the lot.



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PS 819166Y**CREATION OF RESTRICTION No. 43**

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3101 to 3164 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA010241.

CREATION OF RESTRICTION No. 44

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3101 to 3118, 3121 to 3145, 3147, 3154 and 3164 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot less than 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.

CREATION OF RESTRICTION No. 45

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 3101 to 3164 (both inclusive)

Land to be Burdened: Lots 3119, 3120, 3146, 3148 to 3153 and 3155 to 3163 (all inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.



414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

Licensed Surveyor: Mark Oswald Stansfield
Ref: 309257SV00C
Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 47

CREATION OF RESTRICTION No. 46

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2537 to 2542 (both inclusive)
Land to be Burdened: Lots 2537 to 2542 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Building Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

CREATION OF RESTRICTION No. 47

The following restriction is to be created upon registration of this plan for lots less than 300m².

Land to Benefit: Lots 2537 to 2542 (both inclusive)
Land to be Burdened: Lots 2537 to 2542 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan in this restriction as a lot subject to the 'Small Lot Housing Code (Type A)' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a permit granted to construct a dwelling on the lot.



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 Ref: 309257SV00C
 Version: 1

ORIGINAL SHEET
 SIZE: A3

SHEET 48

CREATION OF RESTRICTION No. 48

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 2001 to 2033 (both inclusive)

Land to be Burdened: Lots 2001 to 2033 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 10 years from the date of registration of this plan unless:
 - (A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) or such other entity as may be nominated by the Design Assessment Panel from time to time;
 - (B) The plans comply with the Rathdowne Design Guidelines, a copy of which can be obtained from the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time);
 - (C) The Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Rathdowne Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to remain any fencing:
 - (A) Along a front street boundary; and
 - (B) Between the front street boundary and the building line; and
 - (C) Upon a side or rear boundary of a lot except a fence:
 - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
 - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking;
- (iv) Construct a dwelling on a lot presenting sideage adjoining any form of open space unless:
 - (A) The development consists of a double storey dwelling;
 - (B) The development includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining open space; and
 - (C) Any fencing of the front yard adjoining the open space is feature style, with a minimum 25% transparency and has a maximum height of 1.50 metres.
- (v) Construct a dwelling or commercial building on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
- (vi) Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with Memorandum of Common Provisions registered in dealing number AA9943.

CREATION OF RESTRICTION No. 49

The following restriction is to be created upon registration of this plan for lots greater than 300m².

Land to Benefit: Lots 2001 to 2033 (both inclusive)

Land to be Burdened: Lots 2001 to 2033 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- (i) Construct the side wall of the first level of any dwelling on a corner lot less than 900 millimetres from the ground level wall that faces a side street.
- (ii) Construct any garage on a lot between 2.20 metres and 5 metres from the title boundary alignment at the front of the lot.
- (iii) Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.



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Licensed Surveyor: Mark Oswald Stansfield
Ref: 309257SV00C
Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 49

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS819166Y**

MASTER PLAN (STAGE 1) REGISTERED DATE 15/01/2020 TIME 2:59 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S4	LOTS S8,C LOT501-591,R2,RES 2 & RES 3	STAGE PLAN	PS819166Y/S2	04/05/20	2	H.L.
LOT S5	LOTS S31, T & R30	STAGE PLAN	PS819166Y/S30	07/12/20	3	KL
LOT S8	LOTS S9, 638-670, R3, RES 4 & RES 5	STAGE PLAN	PS819166Y/S3	07/12/20	3	KL
LOT S2	LOT S10, LOT 492, R4, RES 6 & RES 7	STAGE PLAN	PS819166Y/S4	29/01/21	4	S.A
LOT S3	LOTS S35, 3501-3504	STAGE PLAN	PS819166Y/S35	5/02/21	5	YL
LOT S35	LOTS S36, 3601-3608	STAGE PLAN	PS819166Y/S36	5/02/21	6	YL
Lot S9	Lots S14, 601-621 624-637, R5, Reserve 9 -10	Stage Plan	PS819166Y/S5	03/06/21	7	DS
LOT S10	E-80	CREATION OF EASEMENT	AU396403T	28/05/21	8	CV
LOTS S6 & S7	LOTS 671 - 678, ROAD R6 RESERVE 8	STAGE PLAN	PS819166Y/S6	11/8/21	9	RH
LOTS 671 - 678 (BI)		VARIATION OF EASEMENT	AV366004U	25/03/22	10	BP
S11 & S12	S13, S15, Lot D, R7 Res 11, 12 & 19	STAGE PLAN	PS819166Y S7 & S9	16/11/22	11	TM
S36	Lots 3701 - 3731, S37, Road R37 and Res.37	STAGE PLAN	PS819166Y/S37	19/01/23	12	JBHB
LOT S13	LOTS 2401-2436, CP 2 & ADDITIONAL CP1	STAGE PLAN	PS819166Y/S8	06/04/23	13	KL
LOT S15	LOT S40 & S41	STAGE PLAN	PS819166Y/S29	10/07/23	14	KN
LOT S14	LOTS 1501-1530, ROAD R11, RESERVE NO.15 AND STAGE LOT S17	STAGE PLAN	PS819166Y/S15	15/11/23	15	RR
LOT S17	LOTS 1601 to 1630, Road R-12 & Reserve No.16	STAGE PLAN	PS819166Y/S16	23/11/23	16	HJR
LOT S18	LOTS 1701-1736, S20 & ROAD R-13	STAGE PLAN	PS819166Y/S19	4/03/24	17	AR



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 23/01/2026 10:58:18 AM

Status	Registered	Dealing Number	AT647446M
Date and Time Lodged	29/09/2020 03:22:17 PM		

Lodger Details

Lodger Code	16977H
Name	ST GEORGE BANK
Address	
Lodger Box	
Phone	
Email	
Reference	PX2612171SHOS

MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12207/616

Mortgagor

Given Name(s)	SABIA
Family Name	JAWAID

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Floor Type	LEVEL
Floor Number	3
Street Number	4
Street Name	MONTGOMERY
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Locality KOGARAH
State NSW
Postcode 2217

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA1546
(b) Additional terms and conditions
Nil

Mortgagee Execution

- The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents;
 - has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
- The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
- The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	NAARAH BOVINGDON
Signer Organisation	ST GEORGE BANK
Signer Role	AUTHORISED SIGNATORY
Execution Date	29 SEPTEMBER 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 23/01/2026 10:58:20 AM

Status	Registered	Dealing Number	AT647445P
Date and Time Lodged	29/09/2020 03:22:17 PM		

Lodger Details

Lodger Code	16977H
Name	ST GEORGE BANK
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

12207/616

Transferor(s)

Name	CRAIGIEBURN ROAD PROJECTS PTY LTD
ACN	603586456

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 320900.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	SABIA
Family Name	JAWAID
Address	
Street Number	15
Street Name	KOPI
Street Type	WAY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	WOLLERT
State	VIC
Postcode	3750

Duty Transaction ID
4919075

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	SABIA JAWAID
Signer Name	SUDHEESH AMBALATHINGAL
Signer Organisation	BK LAWYERS AND CONVEYANCERS PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 SEPTEMBER 2020

Execution

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

Executed on behalf of	CRAIGIEBURN ROAD PROJECTS PTY LTD
Signer Name	JANELLE BROWN
Signer Organisation	ROBERTSON HYETTS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 SEPTEMBER 2020

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Created at 23 January 2026 12:14 PM

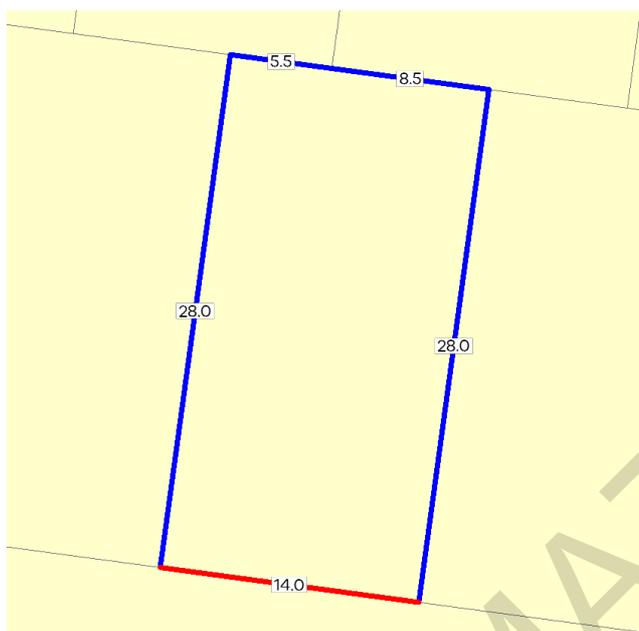
PROPERTY DETAILS

Address: **16 PROVIDENCE AVENUE WOLLERT 3750**
Lot and Plan Number: **Lot 520 PS819166**
Standard Parcel Identifier (SPI): **520\PS819166**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1106152**
Directory Reference: **Melway 388 C9**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 392 sq. m

Perimeter: 84 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

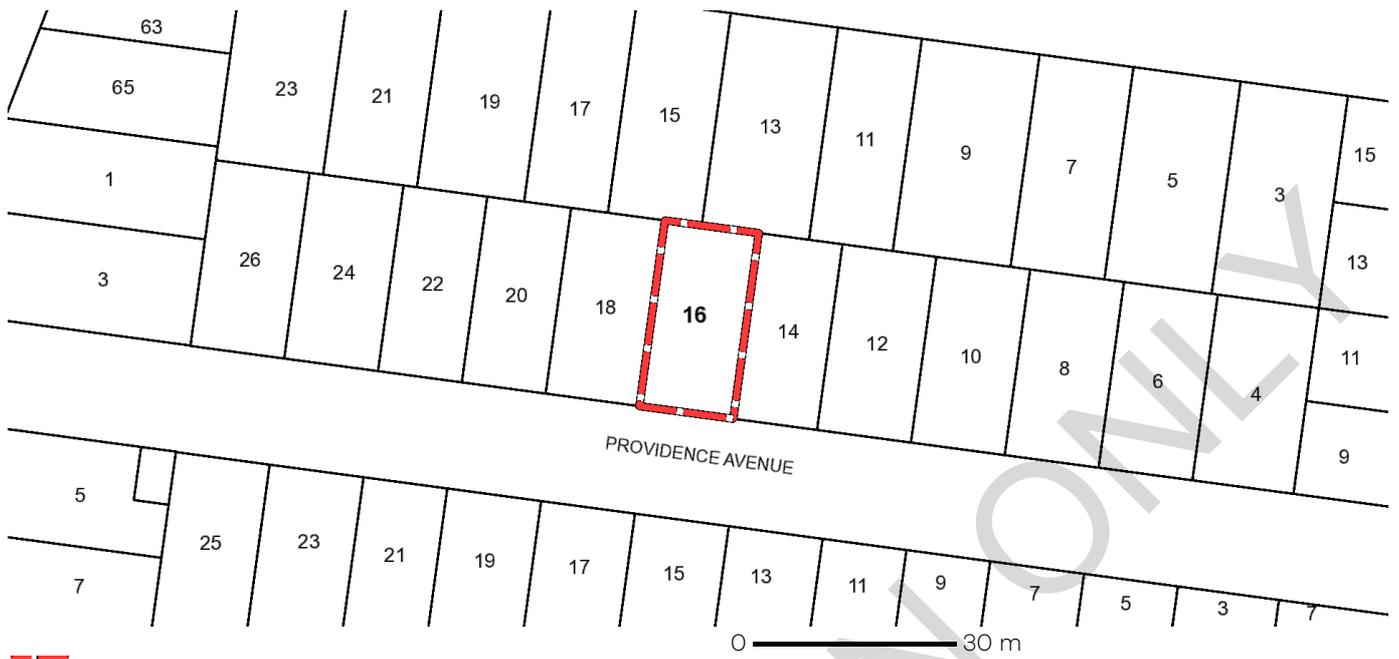
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 23 January 2026 12:14 PM

PROPERTY DETAILS

Address: **16 PROVIDENCE AVENUE WOLLERT 3750**
 Lot and Plan Number: **Lot 520 PS819166**
 Standard Parcel Identifier (SPI): **520\PS819166**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1106152**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 388 C9**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

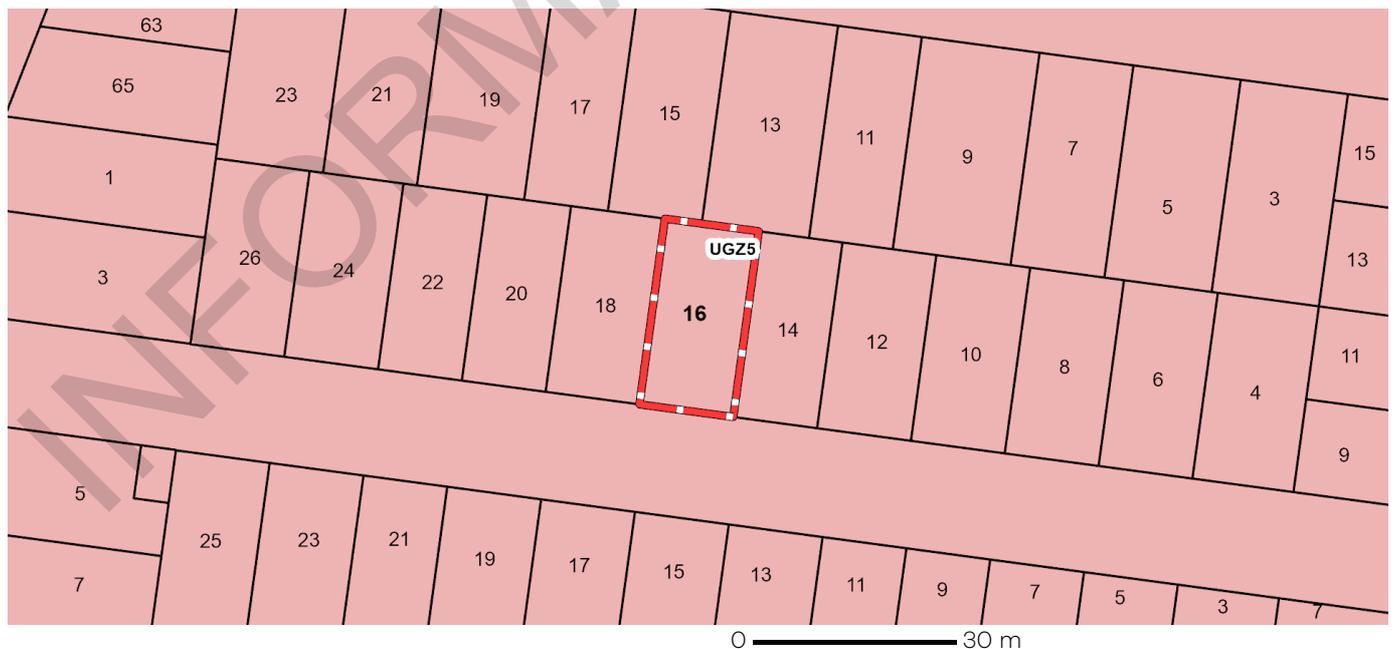
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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 Overlay

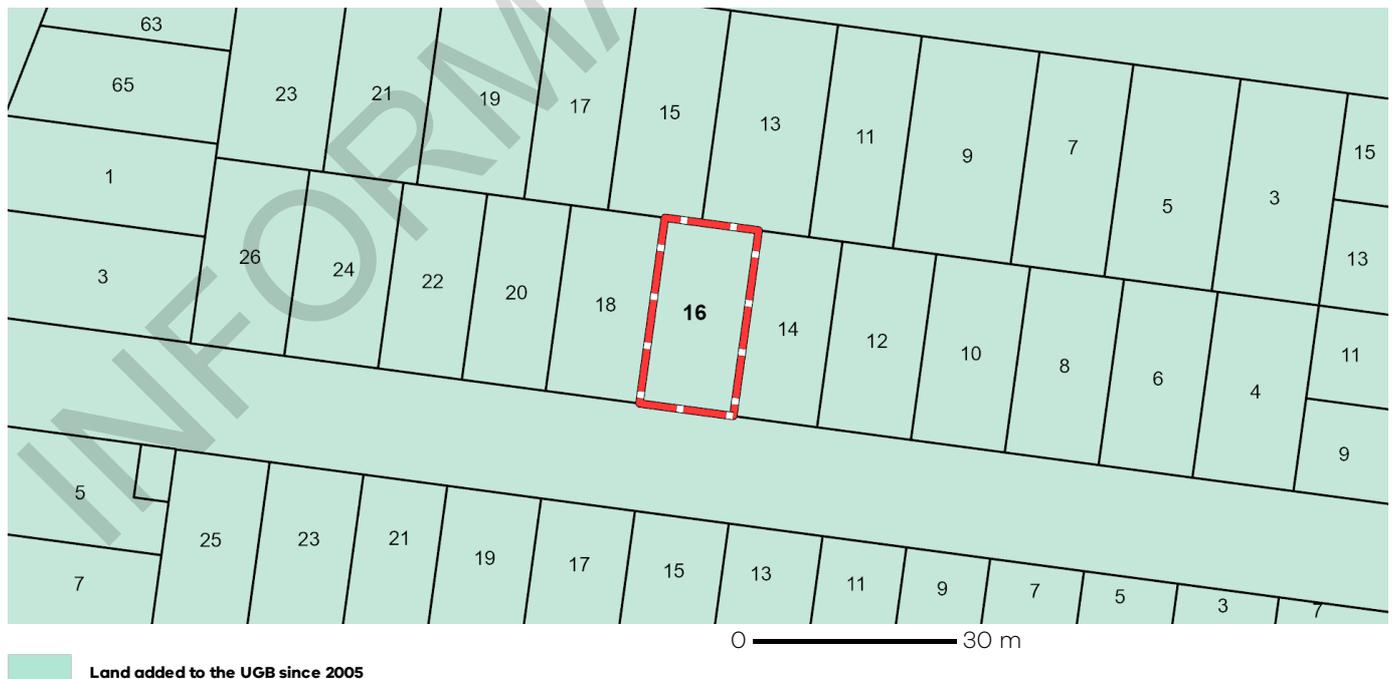
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



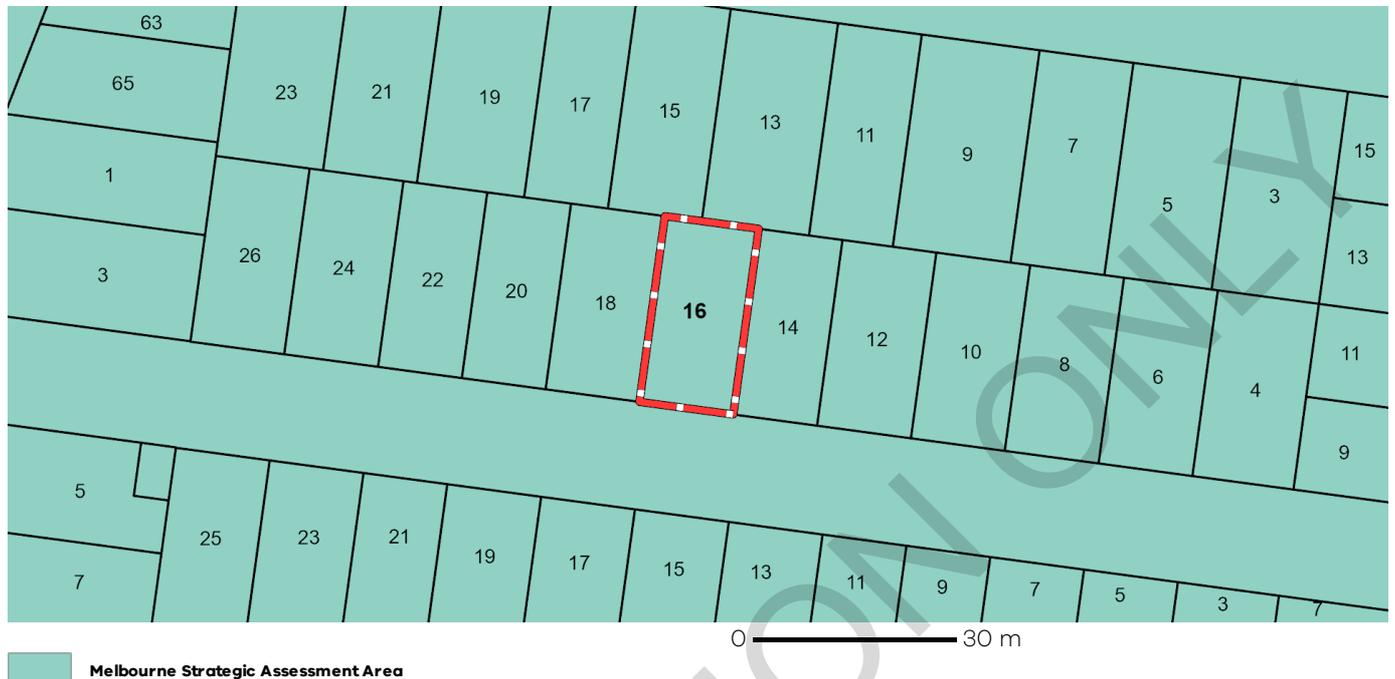
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Further Planning Information

Planning scheme data last updated on 23 January 2026.

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/>

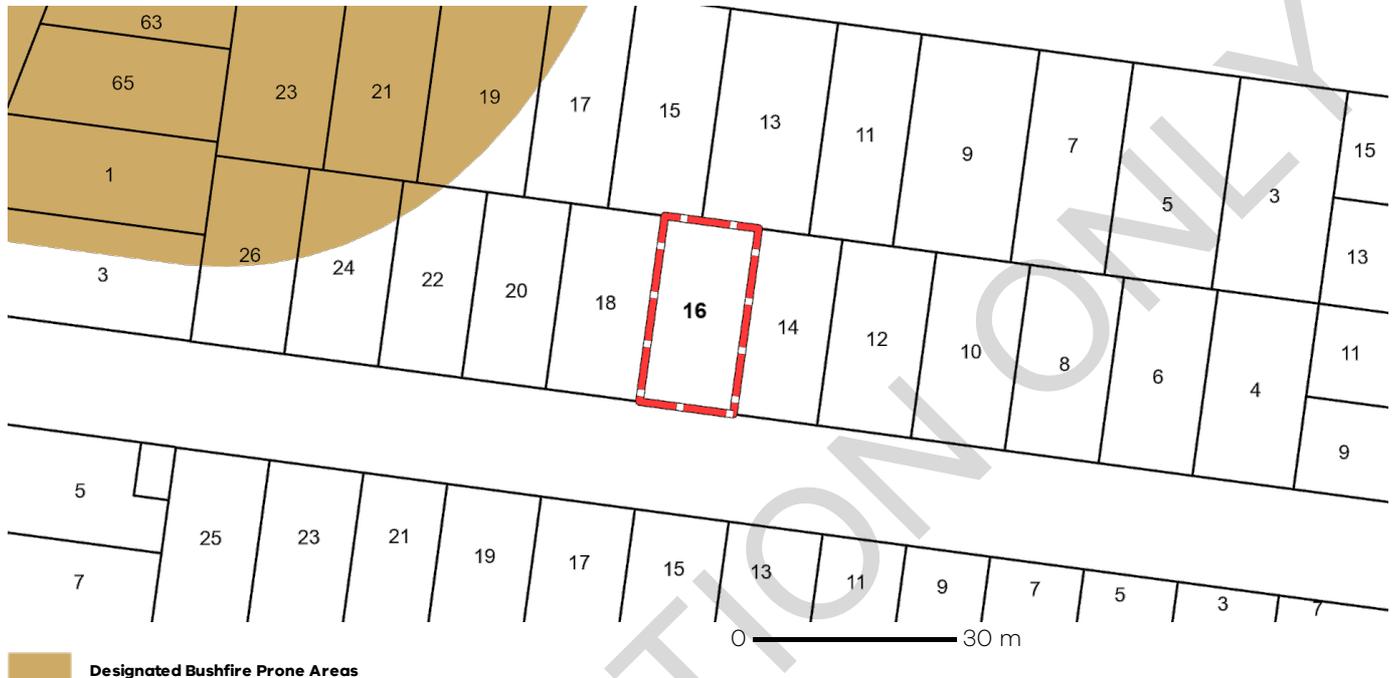
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT



PROPERTY DETAILS

Lot 520 (16) Providence Avenue , Wollert - 3750				
LP/PS PS819166Y	VOLUME 12207	FOLIO 616	COUNTY -	
CROWN ALLOTMENT -	SECTION -	PARISH -		
MUNICIPAL DISTRICT City of Whittlesea				

BUILDING PERMIT DETAILS

Building Permit No.: 4088016044531
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE) – OPTION 1

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.2.1 – Rain water management P2.2.2 – Weatherproofing P2.2.3 – Rising damp	<ol style="list-style-type: none"> To allow the garage floor to be at the same height as the internal floor of the dwelling. Surface water will be restricted from entering the garage (and into the dwelling) due to: <ol style="list-style-type: none"> The garage floor will be a minimum of 60mm above the adjoining external driveway paving. The garage car entry door provides a weatherproof opening. The garage car entry door closes within 20mm slab edge rebate which will redirect water to outside the building. The internal wall between the garage and dwelling is provided with a 10mm water resistant upstand to control any water from the garage from entering the dwelling. To allow the damp-proof course/flashing and weep holes to be level with the paving within 1m of the garage entry. To allow the damp-proof course/flashing to be a maximum of 30mm below the adjoining graded access paving where the masonry wall is protected by a roof overhang.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

05.03.2021



RELEVANT BUILDING SURVEYOR

Jeremy Wallert

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

SIGNATURE

REGISTRATION No.

BS-L 61003

OCCUPANCY PERMIT No.

4088016044531

DATE OF ISSUE

05.03.2021

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and

2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

INFORMATION ONLY

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

ISSUED TO (AGENT OF OWNER)

Simonds Homes Victoria Pty Ltd - 1/570 St Kilda Road , Melbourne - 3004, VIC – Email: metronorthstaff@simonds.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Simonds Homes Victoria Pty Ltd - 1/570 St Kilda Road , Melbourne - 3004, VIC – Telephone: 03 9682 0700

OWNERSHIP DETAILS

Sabia Jawaid - 15 Kopi Way, Wollert - 3750, VIC – Email: sabiajawaid@gmail.com - Telephone: 0452 474 524

PROPERTY DETAILS**Lot 520 (16) Providence Avenue , Wollert - 3750**

LP/PS PS819166Y	VOLUME 12207	FOLIO 616	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT City of Whittlesea			

BUILDER

Simonds Homes Victoria Pty Ltd, 1/570 St Kilda Road , Melbourne - 3004, VIC – Telephone: 03 9682 0700

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Simonds Homes Victoria Pty Ltd	Builder	CDB-U 49491
Armenio Scilessere	Engineer	EC 1191
Stuart McLennan	Building Surveyor	BS-U 1577
Daniel Farchione	Engineer	EC 18121

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Simonds Homes Victoria Pty Ltd	Builder	CDB-U 49491
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd	INSURANCE POLICY NUMBER C537248
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$266,970.00	FLOOR AREA OF NEW BUILDING WORK 235 m2
BUILDING CLASSIFICATION		BCA CLASSIFICATION	DESCRIPTION
PART OF BUILDING Ground Floor		1a(a)	Dwelling
Ground Floor		10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE) – OPTION 1

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.2.1 – Rain water management P2.2.2 – Weatherproofing P2.2.3 – Rising damp	<ol style="list-style-type: none"> To allow the garage floor to be at the same height as the internal floor of the dwelling. Surface water will be restricted from entering the garage (and into the dwelling) due to: <ol style="list-style-type: none"> The garage floor will be a minimum of 60mm above the adjoining external driveway paving. The garage car entry door provides a weatherproof opening. The garage car entry door closes within 20mm slab edge rebate which will redirect water to outside the building. The internal wall between the garage and dwelling is provided with a 10mm water resistant upstand to control any water from the garage from entering the dwelling. To allow the damp-proof course/flashing and weep holes to be level with the paving within 1m of the garage entry. To allow the damp-proof course/flashing to be a maximum of 30mm below the adjoining graded access paving where the masonry wall is protected by a roof overhang.

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

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

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099

CBS 2020/6350

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
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OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

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

COMMENCEMENT AND COMPLETION

The building work must commence by . 8/9/2021

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

This building work must be completed by . 8/9/2022

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

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

REGISTRATION No.

BS-L 61003

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

PERMIT No.

4088016044531

SIGNATURE



DATE

8/06/2020

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

MARSH ADVANTAGE INSURANCE

Certificate of Currency

This Certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Class of Insurance: Annual Contract Works & Third Party Liability

Insured: Simonds Group Limited; and others as defined as Insured.
From: 30 August 2020 at 4:00PM local standard time

Period of Insurance: To: 30 September 2021 at 4:00PM local standard time

Policy Number: 02IK025795 / 02CL025801

Insurer: Chubb Insurance Australia Limited

Site Address: Lot 520 Providence Avenue Wollert

Owner as per Contract: Miss Sabia Jawaid

Interested Party: St George Bank

Sums Insured:

Contract Works: \$266,970.00

Limit of Liability: \$20,000,000 any one loss

Insurers acknowledge protection works are being performed at Lot 520 Providence Avenue Wollert and that the policy will respond in accordance with the requirements of Section 93. (1) of the Building Act 1993, subject to Policy Terms, Conditions & Exclusions

Yours faithfully,



Jodi Sharman⁺ |

Marsh Advantage Insurance Pty Ltd
GPO Box 1229
MELBOURNE VIC 3001

If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

The land in PS819166Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 401 - 491, 501 - 591, 601 - 621, 624 - 678, 1501 - 1515, 1516A, 1518 - 1530, 1601 - 1630, 1701 - 1736, 1801 - 1831, 1901 - 1938, 2001 - 2033, 2401 - 2436, 2537 - 2542, 3101 - 3164, 3501 - 3504, 3601 - 3608, 3701 - 3731, S10, S16, S23, S27, S37.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006

PS819166Y/S22 28/11/2025

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC046667G 15/01/2020

Additional Owners Corporation Information:

OC046666J 15/01/2020

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	10	10
Lot 418	10	10
Lot 419	10	10
Lot 420	10	10
Lot 421	10	10
Lot 422	10	10
Lot 423	10	10
Lot 424	10	10
Lot 425	10	10
Lot 426	10	10
Lot 427	10	10
Lot 428	10	10
Lot 429	10	10
Lot 430	10	10
Lot 431	10	10
Lot 432	10	10
Lot 433	10	10



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 434	10	10
Lot 435	10	10
Lot 436	10	10
Lot 437	10	10
Lot 438	10	10
Lot 439	10	10
Lot 440	10	10
Lot 441	10	10
Lot 442	10	10
Lot 443	10	10
Lot 444	10	10
Lot 445	10	10
Lot 446	10	10
Lot 447	10	10
Lot 448	10	10
Lot 449	10	10
Lot 450	10	10
Lot 451	10	10
Lot 452	10	10
Lot 453	10	10
Lot 454	10	10
Lot 455	10	10
Lot 456	10	10
Lot 457	10	10
Lot 458	10	10
Lot 459	10	10
Lot 460	10	10
Lot 461	10	10
Lot 462	10	10



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 463	10	10
Lot 464	10	10
Lot 465	10	10
Lot 466	10	10
Lot 467	10	10
Lot 468	10	10
Lot 469	10	10
Lot 470	10	10
Lot 471	10	10
Lot 472	10	10
Lot 473	10	10
Lot 474	10	10
Lot 475	10	10
Lot 476	10	10
Lot 477	10	10
Lot 478	10	10
Lot 479	10	10
Lot 480	10	10
Lot 481	10	10
Lot 482	10	10
Lot 483	10	10
Lot 484	10	10
Lot 485	10	10
Lot 486	10	10
Lot 487	10	10
Lot 488	10	10
Lot 489	10	10
Lot 490	10	10
Lot 491	10	10



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 557	10	10
Lot 558	10	10



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 559	10	10
Lot 560	10	10
Lot 561	10	10
Lot 562	10	10
Lot 563	10	10
Lot 564	10	10
Lot 565	10	10
Lot 566	10	10
Lot 567	10	10
Lot 568	10	10
Lot 569	10	10
Lot 570	10	10
Lot 571	10	10
Lot 572	10	10
Lot 573	10	10
Lot 574	10	10
Lot 575	10	10
Lot 576	10	10
Lot 577	10	10
Lot 578	10	10
Lot 579	10	10
Lot 580	10	10
Lot 581	10	10
Lot 582	10	10
Lot 583	10	10
Lot 584	10	10
Lot 585	10	10
Lot 586	10	10
Lot 587	10	10



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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 588	10	10
Lot 589	10	10
Lot 590	10	10
Lot 591	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 624	10	10
Lot 625	10	10
Lot 626	10	10
Lot 627	10	10



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PLAN NO. PS819166Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 628	10	10
Lot 629	10	10
Lot 630	10	10
Lot 631	10	10
Lot 632	10	10
Lot 633	10	10
Lot 634	10	10
Lot 635	10	10
Lot 636	10	10
Lot 637	10	10
Lot 638	10	10
Lot 639	10	10
Lot 640	10	10
Lot 641	10	10
Lot 642	10	10
Lot 643	10	10
Lot 644	10	10
Lot 645	10	10
Lot 646	10	10
Lot 647	10	10
Lot 648	10	10
Lot 649	10	10
Lot 650	10	10
Lot 651	10	10
Lot 652	10	10
Lot 653	10	10
Lot 654	10	10
Lot 655	10	10
Lot 656	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 657	10	10
Lot 658	10	10
Lot 659	10	10
Lot 660	10	10
Lot 661	10	10
Lot 662	10	10
Lot 663	10	10
Lot 664	10	10
Lot 665	10	10
Lot 666	10	10
Lot 667	10	10
Lot 668	10	10
Lot 669	10	10
Lot 670	10	10
Lot 671	10	10
Lot 672	10	10
Lot 673	10	10
Lot 674	10	10
Lot 675	10	10
Lot 676	10	10
Lot 677	10	10
Lot 678	10	10
Lot 1501	10	10
Lot 1502	10	10
Lot 1503	10	10
Lot 1504	10	10
Lot 1505	10	10
Lot 1506	10	10
Lot 1507	10	10



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1508	10	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	10	10
Lot 1512	10	10
Lot 1513	10	10
Lot 1514	10	10
Lot 1515	10	10
Lot 1516A	20	20
Lot 1518	10	10
Lot 1519	10	10
Lot 1520	10	10
Lot 1521	10	10
Lot 1522	10	10
Lot 1523	10	10
Lot 1524	10	10
Lot 1525	10	10
Lot 1526	10	10
Lot 1527	10	10
Lot 1528	10	10
Lot 1529	10	10
Lot 1530	10	10
Lot 1601	10	10
Lot 1602	10	10
Lot 1603	10	10
Lot 1604	10	10
Lot 1605	10	10
Lot 1606	10	10
Lot 1607	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1608	10	10
Lot 1609	10	10
Lot 1610	10	10
Lot 1611	10	10
Lot 1612	10	10
Lot 1613	10	10
Lot 1614	10	10
Lot 1615	10	10
Lot 1616	10	10
Lot 1617	10	10
Lot 1618	10	10
Lot 1619	10	10
Lot 1620	10	10
Lot 1621	10	10
Lot 1622	10	10
Lot 1623	10	10
Lot 1624	10	10
Lot 1625	10	10
Lot 1626	10	10
Lot 1627	10	10
Lot 1628	10	10
Lot 1629	10	10
Lot 1630	10	10
Lot 1701	10	10
Lot 1702	10	10
Lot 1703	10	10
Lot 1704	10	10
Lot 1705	10	10
Lot 1706	10	10



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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1707	10	10
Lot 1708	10	10
Lot 1709	10	10
Lot 1710	10	10
Lot 1711	10	10
Lot 1712	10	10
Lot 1713	10	10
Lot 1714	10	10
Lot 1715	10	10
Lot 1716	10	10
Lot 1717	10	10
Lot 1718	10	10
Lot 1719	10	10
Lot 1720	10	10
Lot 1721	10	10
Lot 1722	10	10
Lot 1723	10	10
Lot 1724	10	10
Lot 1725	10	10
Lot 1726	10	10
Lot 1727	10	10
Lot 1728	10	10
Lot 1729	10	10
Lot 1730	10	10
Lot 1731	10	10
Lot 1732	10	10
Lot 1733	10	10
Lot 1734	10	10
Lot 1735	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1736	10	10
Lot 1801	10	10
Lot 1802	10	10
Lot 1803	10	10
Lot 1804	10	10
Lot 1805	10	10
Lot 1806	10	10
Lot 1807	10	10
Lot 1808	10	10
Lot 1809	10	10
Lot 1810	10	10
Lot 1811	10	10
Lot 1812	10	10
Lot 1813	10	10
Lot 1814	10	10
Lot 1815	10	10
Lot 1816	10	10
Lot 1817	10	10
Lot 1818	10	10
Lot 1819	10	10
Lot 1820	10	10
Lot 1821	10	10
Lot 1822	10	10
Lot 1823	10	10
Lot 1824	10	10
Lot 1825	10	10
Lot 1826	10	10
Lot 1827	10	10
Lot 1828	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1829	10	10
Lot 1830	10	10
Lot 1831	10	10
Lot 1901	10	10
Lot 1902	10	10
Lot 1903	10	10
Lot 1904	10	10
Lot 1905	10	10
Lot 1906	10	10
Lot 1907	10	10
Lot 1908	10	10
Lot 1909	10	10
Lot 1910	10	10
Lot 1911	10	10
Lot 1912	10	10
Lot 1913	10	10
Lot 1914	10	10
Lot 1915	10	10
Lot 1916	10	10
Lot 1917	10	10
Lot 1918	10	10
Lot 1919	10	10
Lot 1920	10	10
Lot 1921	10	10
Lot 1922	10	10
Lot 1923	10	10
Lot 1924	10	10
Lot 1925	10	10
Lot 1926	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1927	10	10
Lot 1928	10	10
Lot 1929	10	10
Lot 1930	10	10
Lot 1931	10	10
Lot 1932	10	10
Lot 1933	10	10
Lot 1934	10	10
Lot 1935	10	10
Lot 1936	10	10
Lot 1937	10	10
Lot 1938	10	10
Lot 2001	10	10
Lot 2002	10	10
Lot 2003	10	10
Lot 2004	10	10
Lot 2005	10	10
Lot 2006	10	10
Lot 2007	10	10
Lot 2008	10	10
Lot 2009	10	10
Lot 2010	10	10
Lot 2011	10	10
Lot 2012	10	10
Lot 2013	10	10
Lot 2014	10	10
Lot 2015	10	10
Lot 2016	10	10
Lot 2017	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 2018	10	10
Lot 2019	10	10
Lot 2020	10	10
Lot 2021	10	10
Lot 2022	10	10
Lot 2023	10	10
Lot 2024	10	10
Lot 2025	10	10
Lot 2026	10	10
Lot 2027	10	10
Lot 2028	10	10
Lot 2029	10	10
Lot 2030	10	10
Lot 2031	10	10
Lot 2032	10	10
Lot 2033	10	10
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10
Lot 2407	10	10
Lot 2408	10	10
Lot 2409	10	10
Lot 2410	10	10
Lot 2411	10	10
Lot 2412	10	10
Lot 2413	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

OWNERS CORPORATION 1
PLAN NO. PS819166Y

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 2414	10	10
Lot 2415	10	10
Lot 2416	10	10
Lot 2417	10	10
Lot 2418	10	10
Lot 2419	10	10
Lot 2420	10	10
Lot 2421	10	10
Lot 2422	10	10
Lot 2423	10	10
Lot 2424	10	10
Lot 2425	10	10
Lot 2426	10	10
Lot 2427	10	10
Lot 2428	10	10
Lot 2429	10	10
Lot 2430	10	10
Lot 2431	10	10
Lot 2432	10	10
Lot 2433	10	10
Lot 2434	10	10
Lot 2435	10	10
Lot 2436	10	10
Lot 2537	10	10
Lot 2538	10	10
Lot 2539	10	10
Lot 2540	10	10
Lot 2541	10	10
Lot 2542	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3101	10	10
Lot 3102	10	10
Lot 3103	10	10
Lot 3104	10	10
Lot 3105	10	10
Lot 3106	10	10
Lot 3107	10	10
Lot 3108	10	10
Lot 3109	10	10
Lot 3110	10	10
Lot 3111	10	10
Lot 3112	10	10
Lot 3113	10	10
Lot 3114	10	10
Lot 3115	10	10
Lot 3116	10	10
Lot 3117	10	10
Lot 3118	10	10
Lot 3119	10	10
Lot 3120	10	10
Lot 3121	10	10
Lot 3122	10	10
Lot 3123	10	10
Lot 3124	10	10
Lot 3125	10	10
Lot 3126	10	10
Lot 3127	10	10
Lot 3128	10	10
Lot 3129	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3130	10	10
Lot 3131	10	10
Lot 3132	10	10
Lot 3133	10	10
Lot 3134	10	10
Lot 3135	10	10
Lot 3136	10	10
Lot 3137	10	10
Lot 3138	10	10
Lot 3139	10	10
Lot 3140	10	10
Lot 3141	10	10
Lot 3142	10	10
Lot 3143	10	10
Lot 3144	10	10
Lot 3145	10	10
Lot 3146	10	10
Lot 3147	10	10
Lot 3148	10	10
Lot 3149	10	10
Lot 3150	10	10
Lot 3151	10	10
Lot 3152	10	10
Lot 3153	10	10
Lot 3154	10	10
Lot 3155	10	10
Lot 3156	10	10
Lot 3157	10	10
Lot 3158	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3159	10	10
Lot 3160	10	10
Lot 3161	10	10
Lot 3162	10	10
Lot 3163	10	10
Lot 3164	10	10
Lot 3501	10	10
Lot 3502	10	10
Lot 3503	10	10
Lot 3504	10	10
Lot 3601	10	10
Lot 3602	10	10
Lot 3603	10	10
Lot 3604	10	10
Lot 3605	10	10
Lot 3606	10	10
Lot 3607	10	10
Lot 3608	10	10
Lot 3701	10	10
Lot 3702	10	10
Lot 3703	10	10
Lot 3704	10	10
Lot 3705	10	10
Lot 3706	10	10
Lot 3707	10	10
Lot 3708	10	10
Lot 3709	10	10
Lot 3710	10	10
Lot 3711	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3712	10	10
Lot 3713	10	10
Lot 3714	10	10
Lot 3715	10	10
Lot 3716	10	10
Lot 3717	10	10
Lot 3718	10	10
Lot 3719	10	10
Lot 3720	10	10
Lot 3721	10	10
Lot 3722	10	10
Lot 3723	10	10
Lot 3724	10	10
Lot 3725	10	10
Lot 3726	10	10
Lot 3727	10	10
Lot 3728	10	10
Lot 3729	10	10
Lot 3730	10	10
Lot 3731	10	10
Lot S10	1000	1
Lot S16	1000	1
Lot S23	890	1
Lot S27	360	1
Lot S37	200	1
Total	9500.00	6055.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:20 AM

**OWNERS CORPORATION 1
PLAN NO. PS819166Y**

Statement End.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 23/01/2026 10:58:19 AM

OWNERS CORPORATION 2
PLAN NO. PS819166Y

The land in PS819166Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 2401 - 2436.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AW733345N 14/04/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC058524N 06/04/2023

Additional Owners Corporation Information:

OC058523Q 06/04/2023

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 2401	10	10
Lot 2402	10	10
Lot 2403	10	10
Lot 2404	10	10
Lot 2405	10	10
Lot 2406	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:19 AM

OWNERS CORPORATION 2
PLAN NO. PS819166Y

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 2407	10	10
Lot 2408	10	10
Lot 2409	10	10
Lot 2410	10	10
Lot 2411	10	10
Lot 2412	10	10
Lot 2413	10	10
Lot 2414	10	10
Lot 2415	10	10
Lot 2416	10	10
Lot 2417	10	10
Lot 2418	10	10
Lot 2419	10	10
Lot 2420	10	10
Lot 2421	10	10
Lot 2422	10	10
Lot 2423	10	10
Lot 2424	10	10
Lot 2425	10	10
Lot 2426	10	10
Lot 2427	10	10
Lot 2428	10	10
Lot 2429	10	10
Lot 2430	10	10
Lot 2431	10	10
Lot 2432	10	10
Lot 2433	10	10
Lot 2434	10	10
Lot 2435	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 10:58:19 AM

**OWNERS CORPORATION 2
PLAN NO. PS819166Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 2436	10	10
Total	360.00	360.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

INFORMATION ONLY

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporation Regulations 2018 and Owners Corporation Rules.

Tax Invoice

Sabia Jawaid
16 Providence Avenue
WOLLERT VIC 3750

Issued 28/11/2025 on behalf of:

O/C No. 819166Y
ABN 72655619246
Rathdowne
430-440 Craigieburn Road
Wollert VIC 3750

Notice is hereby given by the Owners Corporation Plan of Subdivision 819166Y pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Lot 520, 16 Providence Avenue Wollert VIC 3750

Due Date	Ref.	Details	Admin	Maintenance	Interest	Paid	Due
01/01/2026	4753	Standard Fee Contribution Schedule (01/01/26 - 31/03/26) ^	\$275.32	\$0.00	\$0.00	\$0.00	\$275.32
						Total Amount Due \$275.32	

^ Current period levies in this Tax Invoice total \$275.32. GST included is \$25.03.

Interest will be charged on any overdue fees/charges at an annual rate of 10.00%. The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). This rate is subject to change



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
288413578773928

Visit deft.com.au to pay by card or direct debit. Payments may attract a surcharge.



BPAY

Biller Code: 96503
Ref: 288413578773928

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account or card.



*496 288413578 773928

Pay in-store at Australia Post by eftpos or cheque. Cheques payable to O/C No. 1 PS819166Y

Important information on fees and charges

This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact DSCV or VCAT (see below).

Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the [DSCV website](http://disputes.vic.gov.au) (disputes.vic.gov.au)

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Your quarterly bill



MS S JAWAID
15 KOPI WAY
WOLLERT VIC 3750

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	40 3514 7267
Invoice number	4032 9358 91672
Issue date	11 Nov 2025
Property address	16 PROVIDENCE AVE WOLLERT
Property reference	5234096, PS 819166
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$288.50
Payment received thank you	-\$290.00
Balance carried forward	\$1.50 CR
This bill	
Usage charges	\$119.77
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Total this bill (GST does not apply)	\$317.75
Total balance	\$316.25



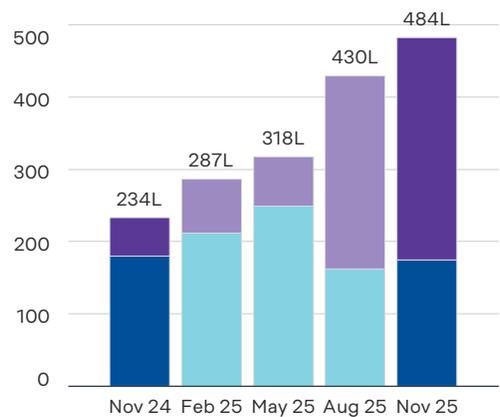
Recycled water is available.

It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

■ Water ■ Recycled water

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **403524205**



BPAY®

Bill code: **344366**
Ref: **403 5147 2671**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **4032 9358 91672**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 403293589167 2

MS S JAWAID

Account number	40 3514 7267
Invoice number	4032 9358 91672
Total due	\$316.25
Due date	2 Dec 2025
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD26750 (Recycled Water)	123kL -	93kL =	30kL
From 6 Aug 2025 - 11 Nov 2025			(97 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	30.000kL x	\$1.9681 =	\$59.04
Total	30.000kL		\$59.04

Meter number	Current reading	Previous reading	Usage
YATD106109	230kL -	213kL =	17kL
From 6 Aug 2025 - 11 Nov 2025			(97 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	17.000kL x	\$3.5724 =	\$60.73
Total	17.000kL		\$60.73
Total usage charges			\$119.77

Your charges explained

- **Recycled water usage charge**
6 August 2025 - 11 November 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
6 August 2025 - 11 November 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 October 2025 - 31 December 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 October 2025 - 31 December 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 October 2025 - 31 December 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 October 2025 - 31 December 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
📞 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 10-17 Feb 2026

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au

Reduce your showers to 4 minutes of fame.

You can save an average of \$280* a year by shortening your showers to 4 minutes.

📍 yvw.com.au/showershorter

SHOWER SHORTER
SAVE WATER

*Assumes 3 persons in house, natural gas – storage 4 star unit, 7.1 minute shower to begin with.





S Jawaid
16 Providence Avenue
WOLLERT VIC 3750

Assessment number: **1106152**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **92B50A7F9I**

Issue date: **05/08/2025**

Instalment 1

\$612.96

Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$612.00**

Due By 30/11/2025

Instalment 3 **\$612.00**

Due By 28/02/2026

Instalment 4 **\$612.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,448.96**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property Details 16 Providence Avenue WOLLERT VIC 3750

LOT 520 PS 819166Y

Owner: Jawaid, Sabia

Ward: Ganbu Gulinj

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$380,000	\$750,000	\$37,500
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 750,000 x 0.00017300	\$129.75
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges

General rate 37,500 x 0.04728680	\$1,773.26
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$2,448.96

Payments received after 5 Aug 2025 may not be included on this notice

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 Council Offices

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157
Ref: 1106152

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 11061521

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 11061521



*350 11061521

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,773.26
Farm*	0.02837208	\$1,063.95

* Eligible ratepayers can apply for farm rate. Please see Council's website for details on how to apply.



City of
Whittlesea

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

✉ Locked Bag 1, Bundoora MDC VIC 3083

@ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



Free telephone
interpreter service

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí