



Sargeants Est. 1978
Caroline Springs

CONTRACT OF SALE

Samuel James Stephenson

Property:

3 Fuchsia Drive ROCKBANK VIC 3335

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201
Email: admin@sargeantscs.com.au

Ref: 25/6631

CONTRACT OF SALE OF REAL ESTATE

Property Address: 3 Fuchsia Drive ROCKBANK VIC 3335

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/..... /20

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR..... on/..... /20

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
CAROLINE SPRINGS VIC 3023

Tel: 9465 7766

Fax:

Ref:

Email: sold@rataandco.com.au

VENDOR

Samuel James Stephenson
Of

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sargeants Conveyancing
of PO Box 3442
Caroline Springs 3023

Tel: 03 9307 8201

Ref: 25/6631

Email: admin@sargeantscs.com.au

PURCHASER

Of

Tel:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12290 / 678	802	PS 806375

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

3 Fuchsia Drive Rockbank Vic 3335

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

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 (refer to general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appears in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT

Is due on

Or earlier by agreement

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are: As attached

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30

LOAN

The following details apply if this contract is subject to a loan being approved:

Lender:

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

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

**Residential Withholding Payment Notification
Section 14-255 of the Taxation Administration Act 1953 (Cth)**

Property: 3 Fuchsia Drive ROCKBANK VIC 3335

I/We Samuel James Stephenson hereby confirm we have contacted our Accountant and confirm:-
(please select the option which applies)

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11th (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.

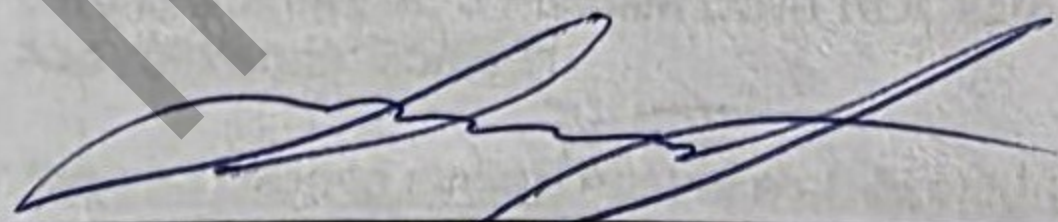
Vendors name:

ABN:

Contact number:

Address:

- The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.



Samuel James Stephenson

Date: 13/10/2025

Contract of Sale of Land - 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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 the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the

Personal Property Securities Act 2009 (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.

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

MONEY

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 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
- 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:

- 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;
- 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.

INFORMATION ONLY

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1. WARRANTIES AND EXCLUSIONS

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.

2. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

4. ADJUSTMENTS

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

5. FINANCE

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

6. SOLAR PANELS

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

7. POOL COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

8. HOLIDAY CLOSURES

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

- 8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1st Monday in November), and during the period between 19/12/2025 and 13/1/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14th January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 200px;" type="text"/>
---	--

In the presence of	Director (Sign)
--------------------	-----------------

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 200px;" type="text"/>
---	--

In the presence of	Director (Sign)
--------------------	-----------------

Witness

**SECTION 32 STATEMENT
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Samuel James Stephenson
Property: 3 Fuchsia Drive ROCKBANK VIC 3335

LAND BEING SOLD

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 12290 Folio 678.

IMPORTANT NOTICES TO PURCHASER

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

PLANNING

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

WARNING The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

2. PLANNING AND ROAD ACCESS - Information concerning any planning instrument – As attached.

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)
The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

3. OUTGOINGS AND STATUTORY CHARGES

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$7,500**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

4. FINANCIAL MATTERS

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

5. GROWTH AREA INFRASTRUCTURE CONTRIBUTION

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

- 5.11 transferred under the agreement; or
- 5.12 land on which works are carried out under the agreement; or
- 5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

6. SERVICES

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- None to the Vendors knowledge.

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

WARNING TO PURCHASER

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require. The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

7. BUILDING APPROVALS

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- Not Applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

8. **NOTICES**

Particulars of any notice, order, declaration, report, 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.

- 8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- 8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- 8.3 Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- 8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- 8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986
- 8.6 Notice issued by the Environment Protection Authority
- 8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- 8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

9. **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- 8.1 A current Owners Corporation Certificate issued in respect of the land being sold;
- 8.2 The Owners Corporation Rules;
- 8.3 The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- 8.4 The most recent accounts and balance sheet of the Owners Corporation and
- 8.5 A Statement of advice and information for prospective purchasers and lot owners.

THE OWNERS CORPORATION MAY BE DEEMED TO BE INACTIVE

If the Owners Corporation is inactive it has not in the previous **15** months:-

- (a) had an annual general meeting; and
- (b) fixed any fees; and
- (c) held any insurance

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not

be in existence.

Updated Owners Corporation Information

The Purchaser agrees that if he requires any information in the Owners Corporation Certificate to be updated at any time, he will apply and pay for any further Owners Corporation Certificate and Information.

10. INSURANCE

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

Details of any energy efficient information required to be disclosed regarding a disclosure affected building or disclosure area or 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 facilities including any support facilities; and
- (b) With a net letable area of at least 2000m2 (but does not include a building under a strata title system or if an occupancy Permit was issued less than 2 years before the relevant date).
 - Not Applicable

SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical

significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.
2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

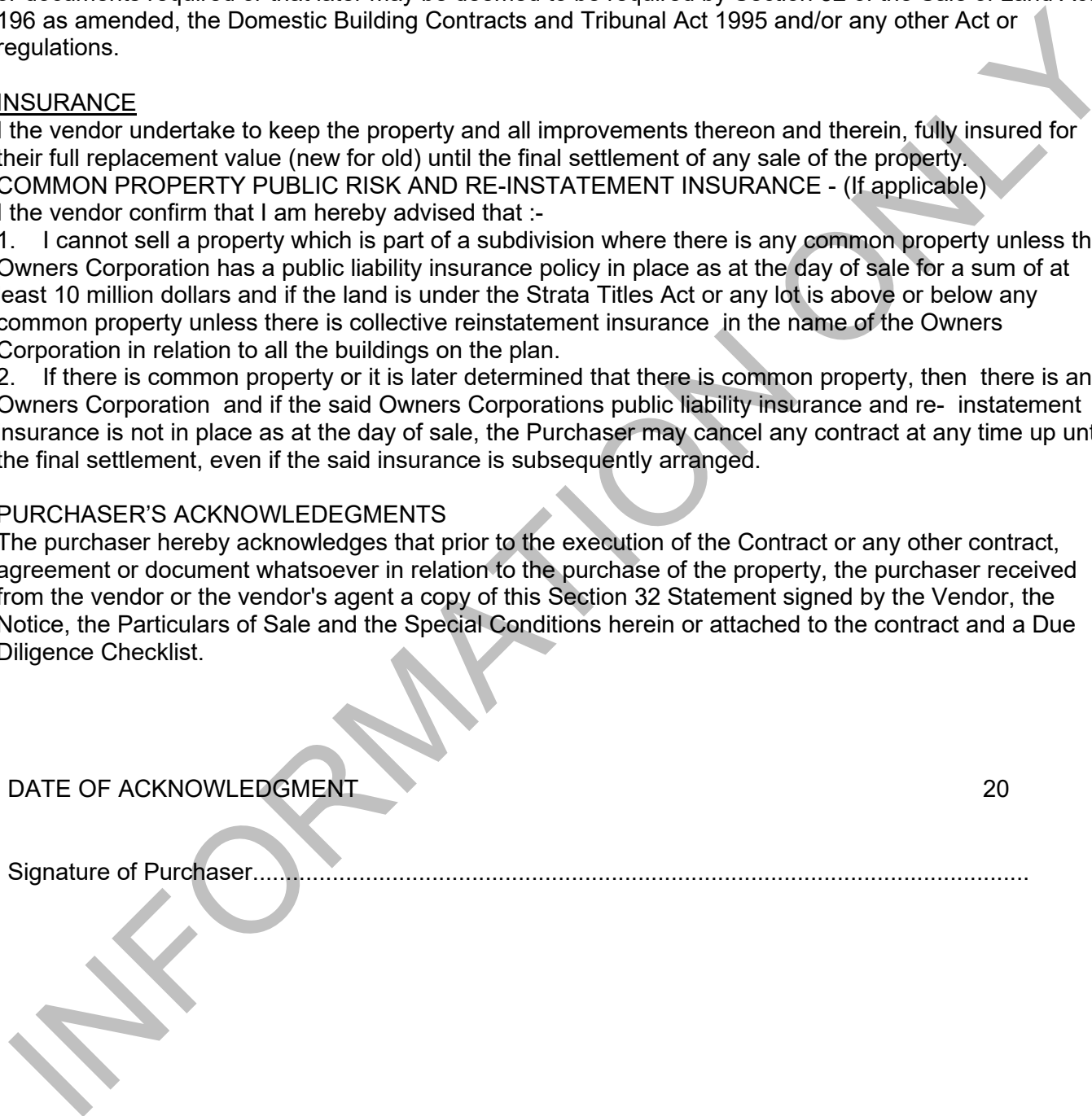
PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....



Register Search Statement - Volume 12290 Folio 678

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12290 FOLIO 678

Security no : 124128953323X
Produced 14/10/2025 11:17 AM

LAND DESCRIPTION

Lot 802 on Plan of Subdivision 806375M.

PARENT TITLES :

Volume 09472 Folio 269 Volume 12280 Folio 472 Volume 12281 Folio 582

Created by instrument PS806375M 12/03/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

SAMUEL JAMES STEPHENSON of 239 CRANBOURNE ROAD FRANKSTON VIC 3199
AU167086H 23/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX940460Y 26/04/2024

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS806375M 12/03/2021

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

AGREEMENT Section 173 Planning and Environment Act 1987

AT089939V 20/03/2020

DIAGRAM LOCATION

SEE PS806375M 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: 3 FUCHSIA DRIVE ROCKBANK VIC 3335

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 26/04/2024


OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS806375M

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 14/10/2025, for Order Number 89298917. Your reference: 25/6631 - Stephenson.

INFORMATION ONLY

PLAN OF SUBDIVISION Under Section 37 of the Subdivision Act 1988		LUV USE ONLY EDITION 11	PLAN NUMBER PS806375M
LOCATION OF LAND		COUNCIL NAME: CITY OF MELTON	
PARISH: KOROROI SECTION: 4 CROWN ALLOTMENT: 1 (PART) & 4 (PART) PARISH: PYWHEITJORRK SECTION: 17 CROWN PORTION: 1 (PART) TITLE REFERENCES: VOL. 9472 FOL. 269 VOL. 12280 FOL. 472 VOL. 12281 FOL. 582 LAST PLAN REFERENCE/S: LOT 2 ON LP140000 LOT 1 ON PS828054K LOT 1 ON PS828055H POSTAL ADDRESS: 1339-1367 LEAKES ROAD (At time of subdivision) ROCKBANK, 3335 MGA94 Co-ordinates E 293 550 (of approx centre of land in plan) N 5 820 290 ZONE 55			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS (SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS). LOTS 1 TO 800, 900, 956 TO 1000, 1051 TO 1100, 1200, 1249, 1289 TO 1300, 1399, 1400, 1431 TO 8100 AND 8148 TO 11100 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. REFER TO SHEETS 38, 39 AND 40 FOR FURTHER DETAILS. CP1 DENOTES COMMON PROPERTY 1. COMMON PROPERTY 1 IS NOT SHOWN TO SCALE ON THIS PLAN. EASEMENTS E-1, E-2, E-6, E-7, E-8, E-9 & E-10 HAVE BEEN OMITTED FROM THIS PLAN. PURSUANT TO CLAUSE 14 OF SCHEDULE 5 OF THE ROAD MANAGEMENT ACT 2004 THE EASEMENT OF WAY SHOWN E-1 ON PS828054K AS AFFECTS REVERENCE DRIVE ON THIS PLAN CEASES TO EXIST UPON REGISTRATION OF THIS PLAN. PURSUANT TO CLAUSE 14 OF SCHEDULE 5 OF THE ROAD MANAGEMENT ACT 2004 THE EASEMENT OF WAY SHOWN E-4 ON PS828055H AS AFFECTS FUCHSIA DRIVE, AGAVE STREET & VIOLA DRIVE ON THIS PLAN CEASES TO EXIST UPON REGISTRATION OF THIS PLAN. WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
ROAD R1	CITY OF MELTON		
ROAD R2	CITY OF MELTON		
ROAD R3	CITY OF MELTON		
ROAD R4	CITY OF MELTON		
ROAD R5	CITY OF MELTON		
ROAD R6	CITY OF MELTON		
ROAD R7	CITY OF MELTON		
ROAD R8	CITY OF MELTON		
ROAD R9	CITY OF MELTON		
ROAD R10	CITY OF MELTON		
ROAD R11	CITY OF MELTON		
ROAD R12	CITY OF MELTON		
RESERVE No.1	CITY OF MELTON		
RESERVE No.2	CITY OF MELTON		
RESERVE No.3	CITY OF MELTON		
RESERVE No.4	CITY OF MELTON		
RESERVE No.5	CITY OF MELTON		
RESERVE No.6	CITY OF MELTON		
RESERVE No.7	CITY OF MELTON		
RESERVE No.8	CITY OF MELTON		
RESERVE No.9	CITY OF MELTON		
RESERVE No.10	POWERCOR AUSTRALIA LTD		
RESERVE No.11	POWERCOR AUSTRALIA LTD		
RESERVE No.12	POWERCOR AUSTRALIA LTD		
RESERVE No.13	POWERCOR AUSTRALIA LTD		
RESERVE No.14	POWERCOR AUSTRALIA LTD		
NOTATIONS			
DEPTH LIMITATION DOES NOT APPLY STAGING This is/is not a staged subdivision. Planning permit No. PA2017/5673 & PA2017/5712. SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM9, PM12 & PM54 (KOROROI) & PM60 (PYWHEITJORRK) PROCLAIMED SURVEY AREA: BRIDGEFIELD 40.30ha			
573 LOTS			
EASEMENT INFORMATION			
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)			
EASEMENTS AND RIGHTS IMPLIED UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL LAND IN THIS PLAN.			
Easement Reference	Purpose	Width (Metres)	Origin Land Benefited/In Favour Of
E-3	DRAINAGE	SEE PLAN	THIS PLAN CITY OF MELTON
E-4	SEWERAGE	SEE PLAN	THIS PLAN WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	THIS PLAN CITY OF MELTON
	SEWERAGE	SEE PLAN	THIS PLAN WESTERN REGION WATER CORPORATION
SEE SHEET 2 FOR CONTINUATION			
 0783SCP4 VER L(LUV).DWG MW/SB SMEC Member of the Surbana Jurong Group Melbourne Survey T 9869 0813		SURVEYOR REF: 0783sCP4	
		ROHAN BAKKER	VERSION L(LUV)
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 40
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN			

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-11	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION WESTERN REGION WATER CORPORATION
E-12	SEWERAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN	INST. AS539341P THIS PLAN	WESTERN REGION WATER CORPORATION MELBOURNE WATER CORPORATION
E-13	CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-14	DRAINAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION MELBOURNE WATER CORPORATION
E-15	DRAINAGE SEWERAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN SEE PLAN	THIS PLAN INST.AS539341P THIS PLAN	MELBOURNE WATER CORPORATION WESTERN REGION WATER CORPORATION MELBOURNE WATER CORPORATION
E-16	DRAINAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION MELBOURNE WATER CORPORATION
E-17	DRAINAGE SEWERAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN SEE PLAN	THIS PLAN INST.AS539341P THIS PLAN	MELBOURNE WATER CORPORATION WESTERN REGION WATER CORPORATION MELBOURNE WATER CORPORATION
E-18	SUPPLY OF ELECTRICITY AND WATER CREATION & MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No.AA2741	SEE PLAN SEE PLAN	LP137799 THIS PLAN	LOTS ON LP137799 MELBOURNE WATER CORPORATION
E-19	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF MELTON GREATER WESTERN WATER CORPORATION
E-20	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-21	SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES) TELECOMMUNICATIONS (THROUGH UNDERGROUND PIPES) POWERLINE GAS DISTRIBUTION PIPELINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN THIS PLAN THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000) THIS PLAN	GREATER WESTERN WATER CORPORATION GREATER WESTERN WATER CORPORATION GREATER WESTERN WATER CORPORATION GREATER WESTERN WATER CORPORATION LOTS ON THIS PLAN POWERCOR AUSTRALIA LTD AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-22	SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES) TELECOMMUNICATIONS (THROUGH UNDERGROUND PIPES) POWERLINE GAS DISTRIBUTION PIPELINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN THIS PLAN THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000) THIS PLAN	GREATER WESTERN WATER CORPORATION GREATER WESTERN WATER CORPORATION LOTS ON THIS PLAN POWERCOR AUSTRALIA LTD AUSNET GAS SERVICES PTY LTD

0783SCP4 VER L(LUV).DWG MW/SB



Member of the Surbana Jurong Group
REF 0783sCP4

ROHAN BAKKER

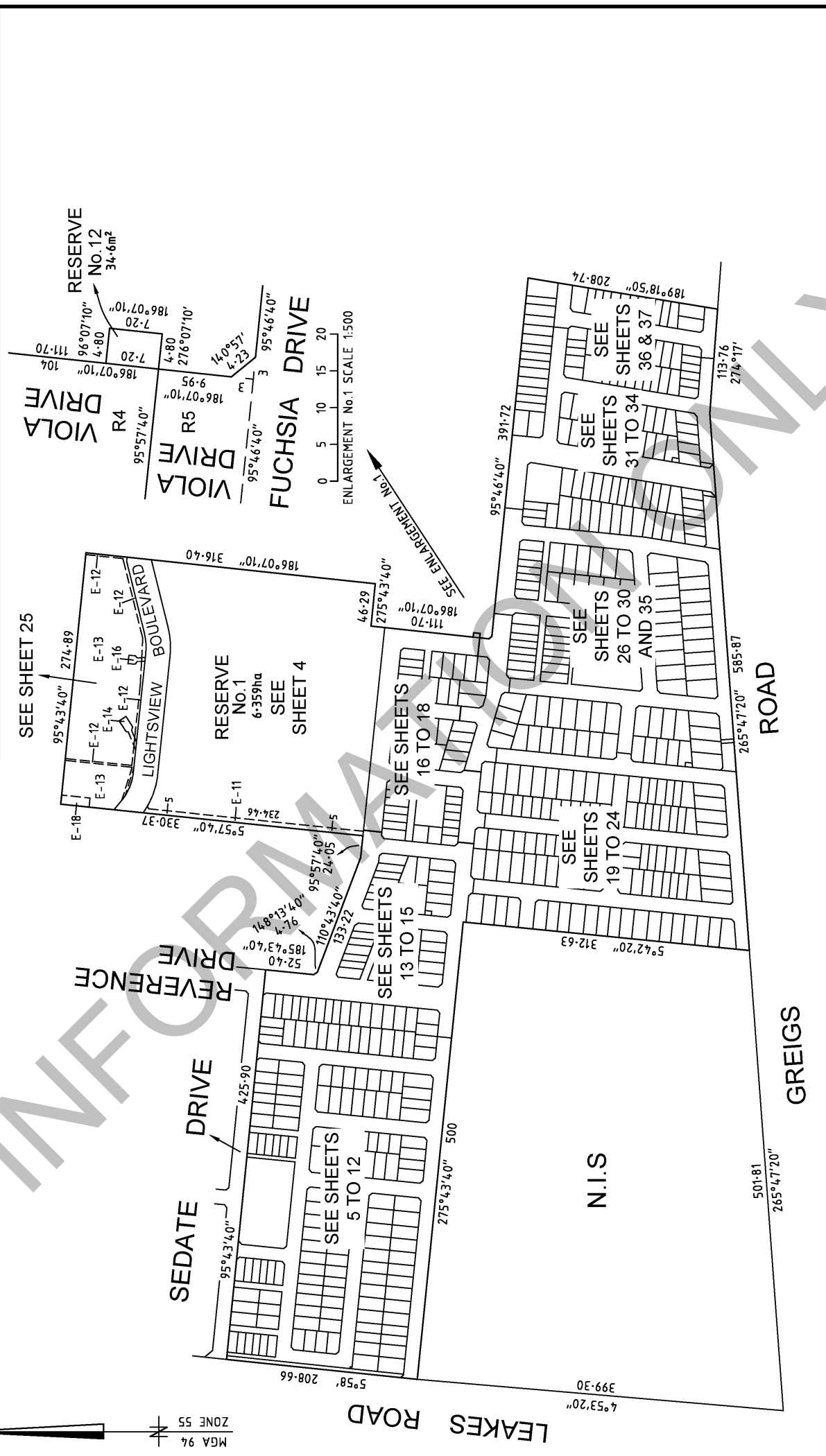
VERSION L(LUV)

ORIGINAL SHEET
SIZE: A3

SHEET 2

PLAN NUMBER
PS806375M

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988



SCALE	4:0	0	40	80	120	160	SHEET 3
	LENGTHS ARE IN METRES						ORIGINAL SHEET SIZE A3

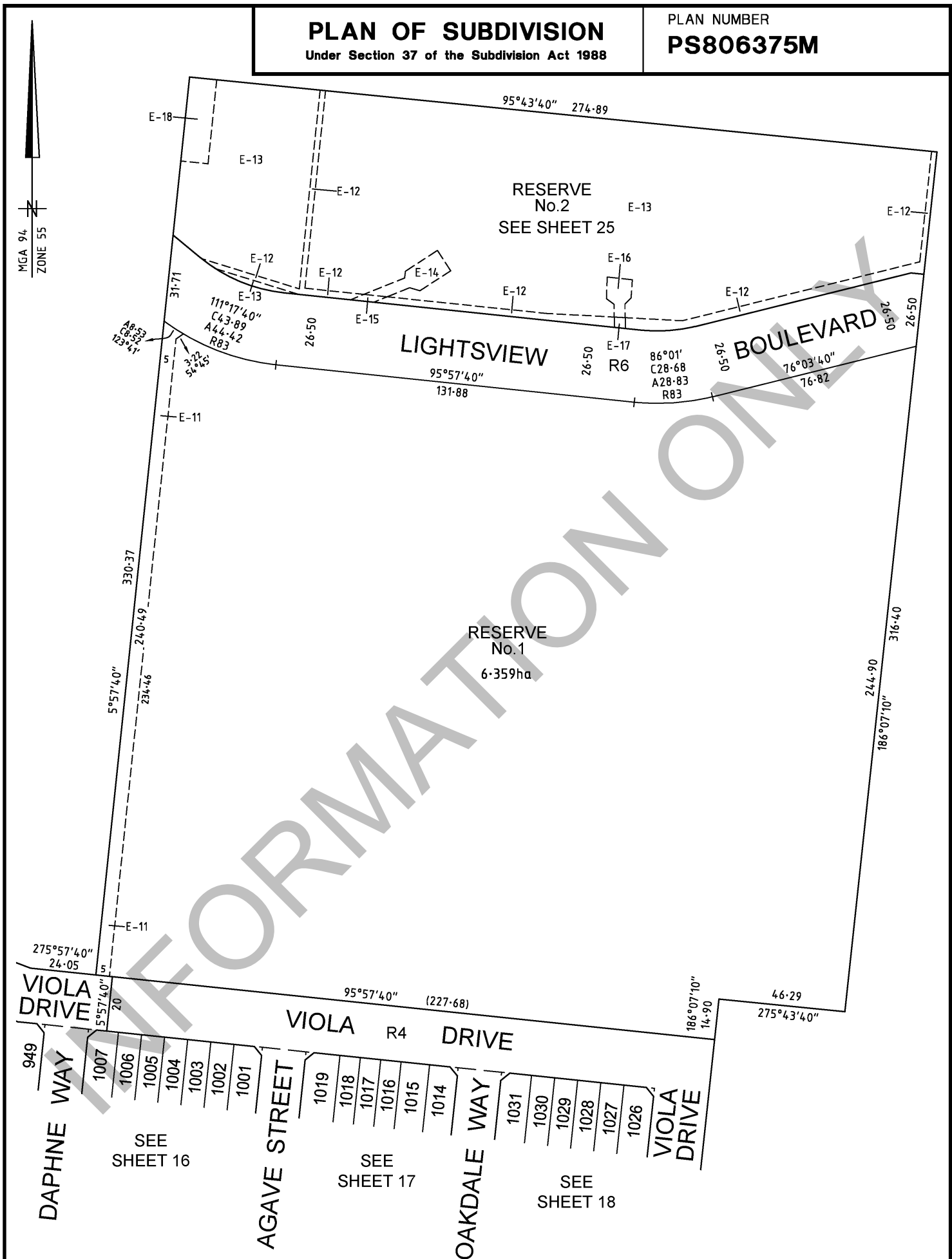
ROHAN BAKKER
VERSION L(LUV)

0783SCP4 VER L(LUV)DWG MW/SB

Member of the Surbana Jurong Group
REF 0783sCP4

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

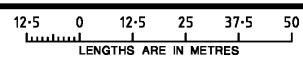


Member of the Surbana Jurong Group

0783SCP4 VER J.DWG MW/SB

REF 0783sCP4

SCALE
1:1250

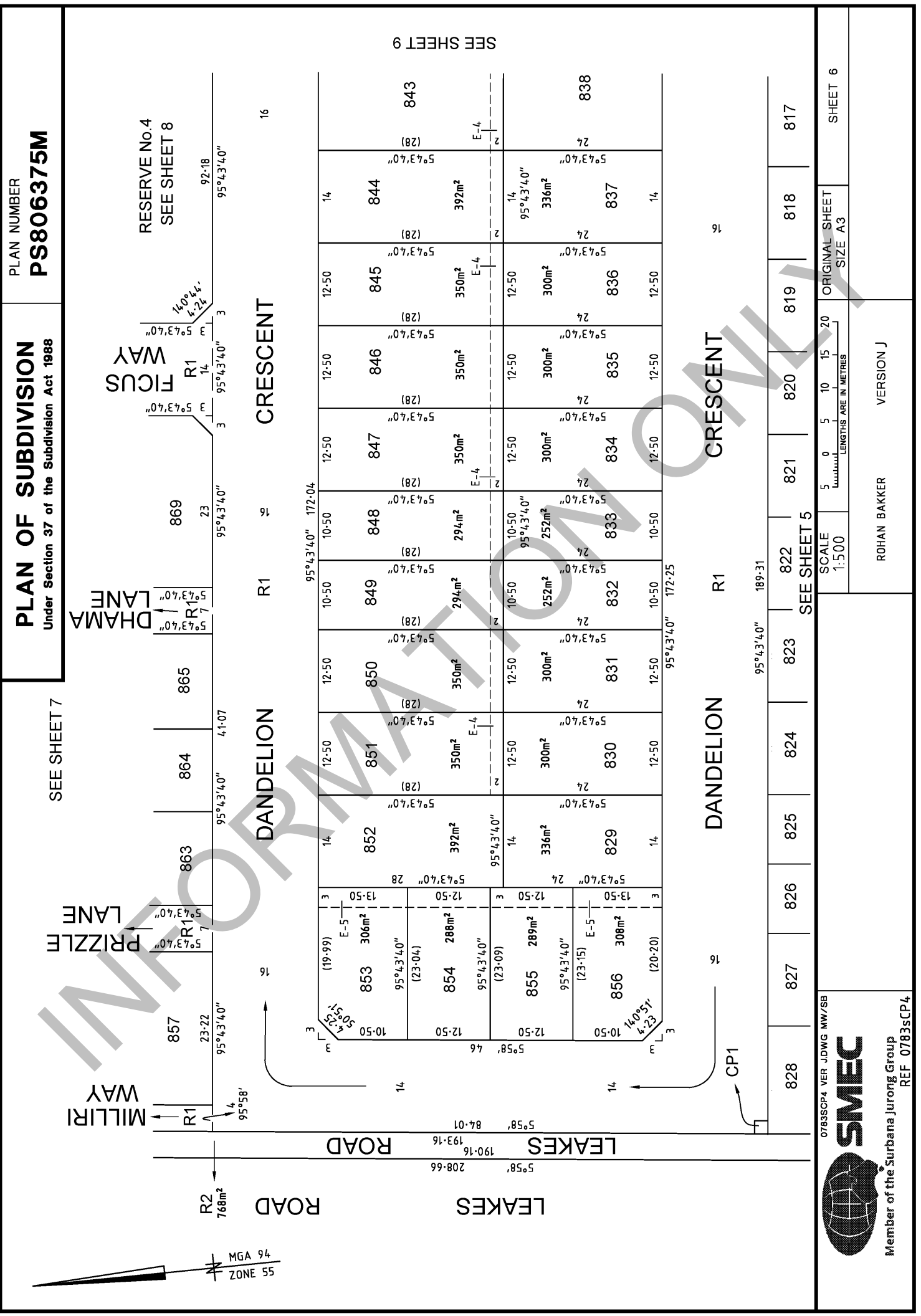


ROHAN BAKKER

VERSION J

ORIGINAL SHEET
SIZE: A3

SHEET 4



PLAN NUMBER
PS806375M

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

SEE SHEET 7

MILLIRI WAY
R1
23-22
95°43'40"
4
95°58'

PRIZZLE LANE
R1
5°43'40"
7
5°43'40"

DHAMA LANE
R1
5°43'40"
7
5°43'40"

FIGUS WAY
R1
5°43'40"
3
95°43'40"
14
14°0'44"
4-24

RESERVE No.4
SEE SHEET 8

ROAD
R2
768m²

LEAKES ROAD
5°58' 190-16 208-66
84-01

LEAKES ROAD

DANDELION R1

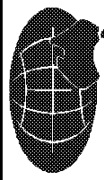
CRESCENT R1

DANDELION R1

CRESCENT R1

CP1

07835CP4 VER J DWG MW/SB



Member of the Surbana Jurong Group
REF 07835CP4

ROHAN BAKKER

VERSION J

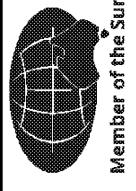
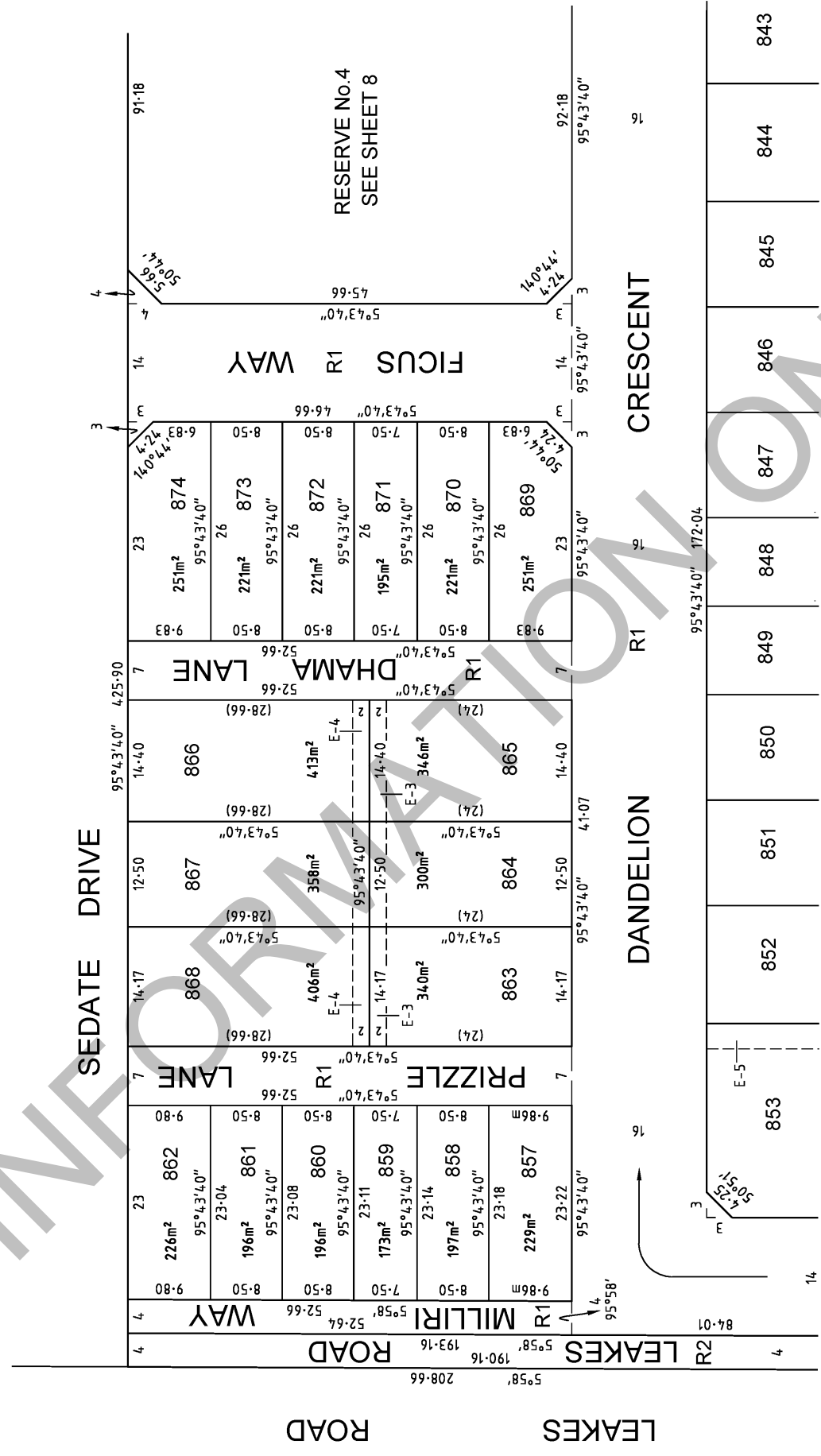
SEE SHEET 5

SEE SHEET 9

828	827	826	825	824	823	822	821	820	819	818	817
SCALE 1:500 LENGTHS ARE IN METRES 5 0 5 10 15 20											
ORIGINAL SHEET SIZE A3											SHEET 6

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



0783CP4 VER 1/DWG MW/SB
SMC
Member of the Surbana Jurong Group
REF 0783CP4

SCALE
1:500

LENGTHS ARE IN METRES

5 0 5 10 15 20

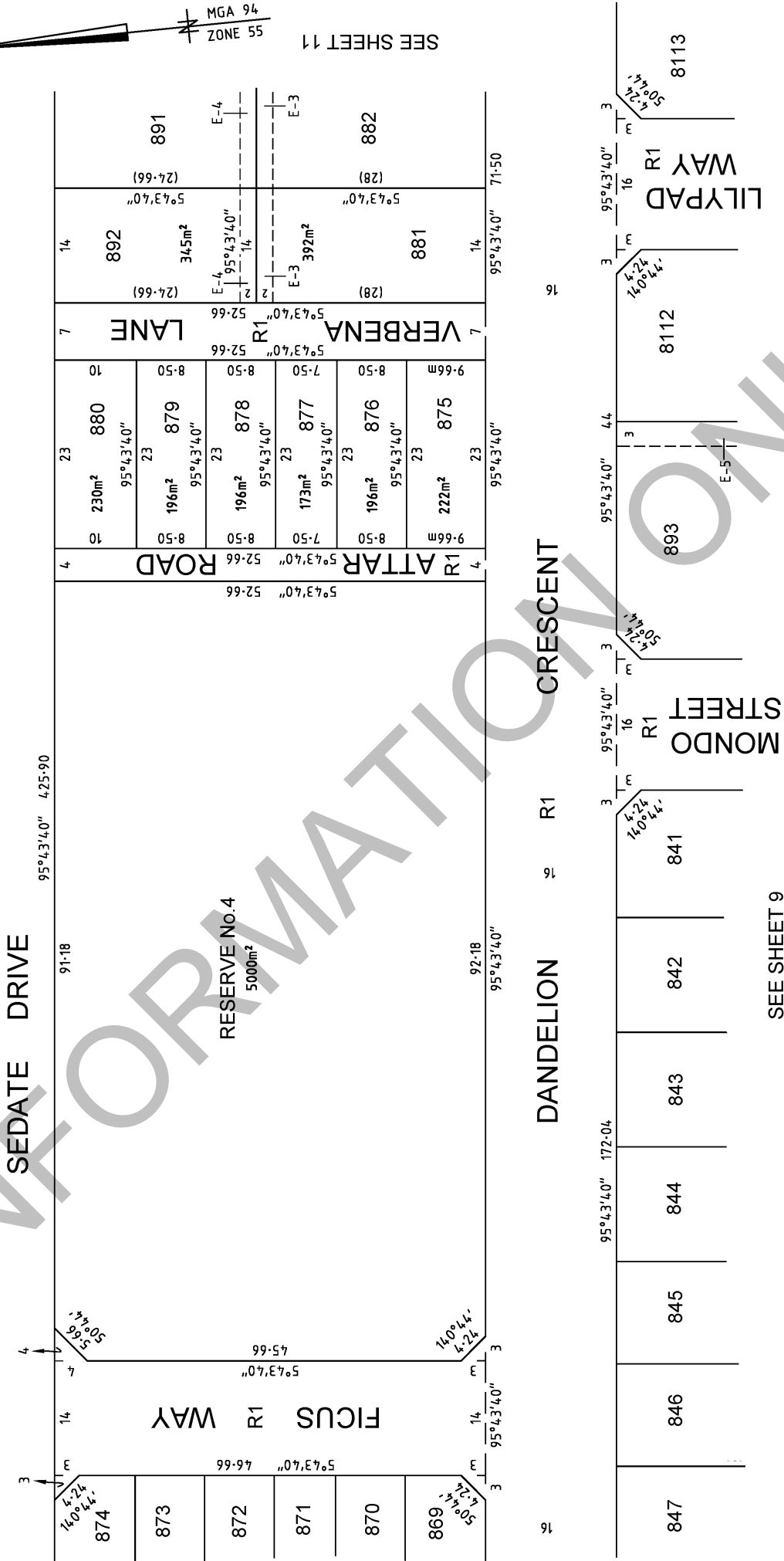
ROHAN BAKKER
VERSION J

ORIGINAL SHEET
SIZE A3

SHEET 7

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988


PLAN NUMBER
PS806375M



SEE SHEET 11

SEE SHEET 7

SEE SHEET 9

 Member of the Surbana Jurong Group REF 0783sCP4	ROHAN BAKKER VERSION J	SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE A3	SHEET 8
---	---------------------------	----------------	---------------------------------------	---------------------------	---------

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

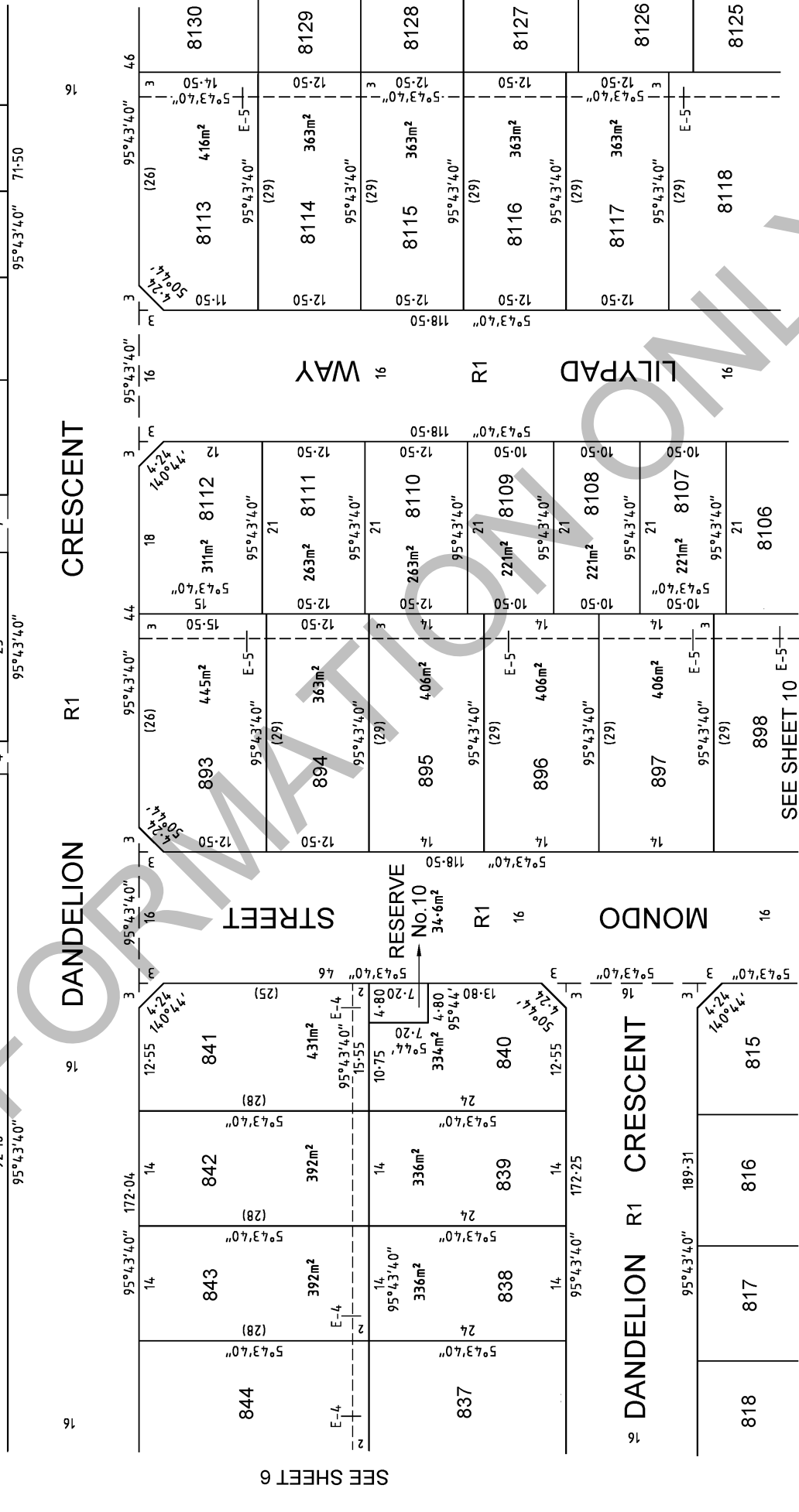
RESERVE No.4
SEE SHEET 8
92.18
95°43'40"

ATTAR ROAD
SEE SHEET 8
R1
4
95°43'40"

VERBENA LANE
SEE SHEET 11
R1
7
95°43'40"

875
23
95°43'40"

881
882
883
884
885



SEE SHEET 6

SEE SHEET 10

SEE SHEET 11

SEE SHEET 11

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 9

ROHAN BAKKER

VERSION J

07835CP4 VER 1 DWG MW/SB

SMC

Member of the Surbana Jurong Group

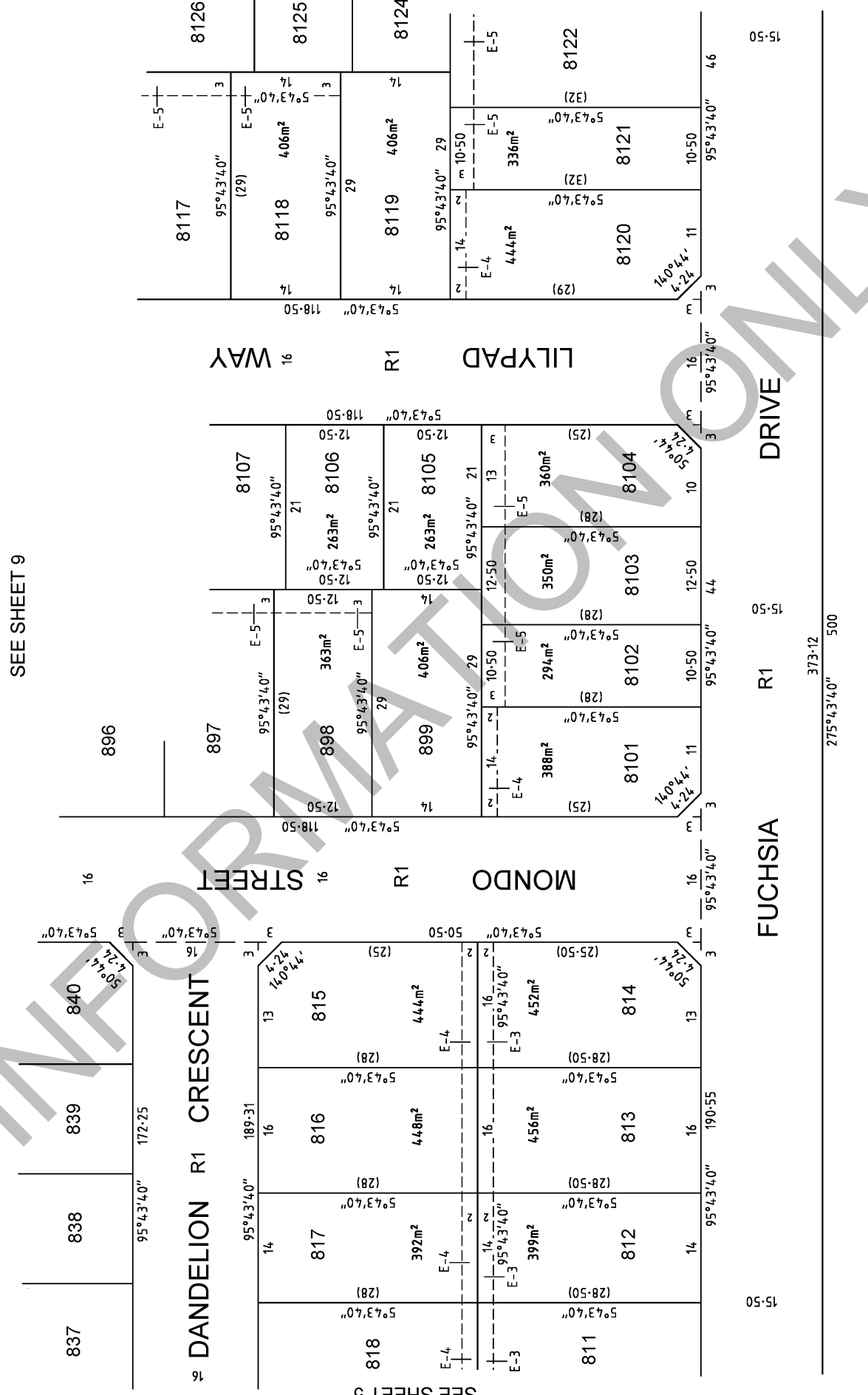
REF 07835CP4


PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

SEE SHEET 9

SEE SHEET 12





Member of the Surbana Jurong Group
REF 0783sCP4

0783sCP4 VER 1/DWG MW/SB

ROHAN BAKKER
VERSION J

SCALE
1:500

LENGTHS ARE IN METRES

5 0 5 10 15 20

ORIGINAL SHEET
SIZE A3

SHEET 10

PLAN NUMBER
PS806375M

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

SEDATE DRIVE

WAY

AZALEA

CRESCENT

DANDELION

LILYPAD

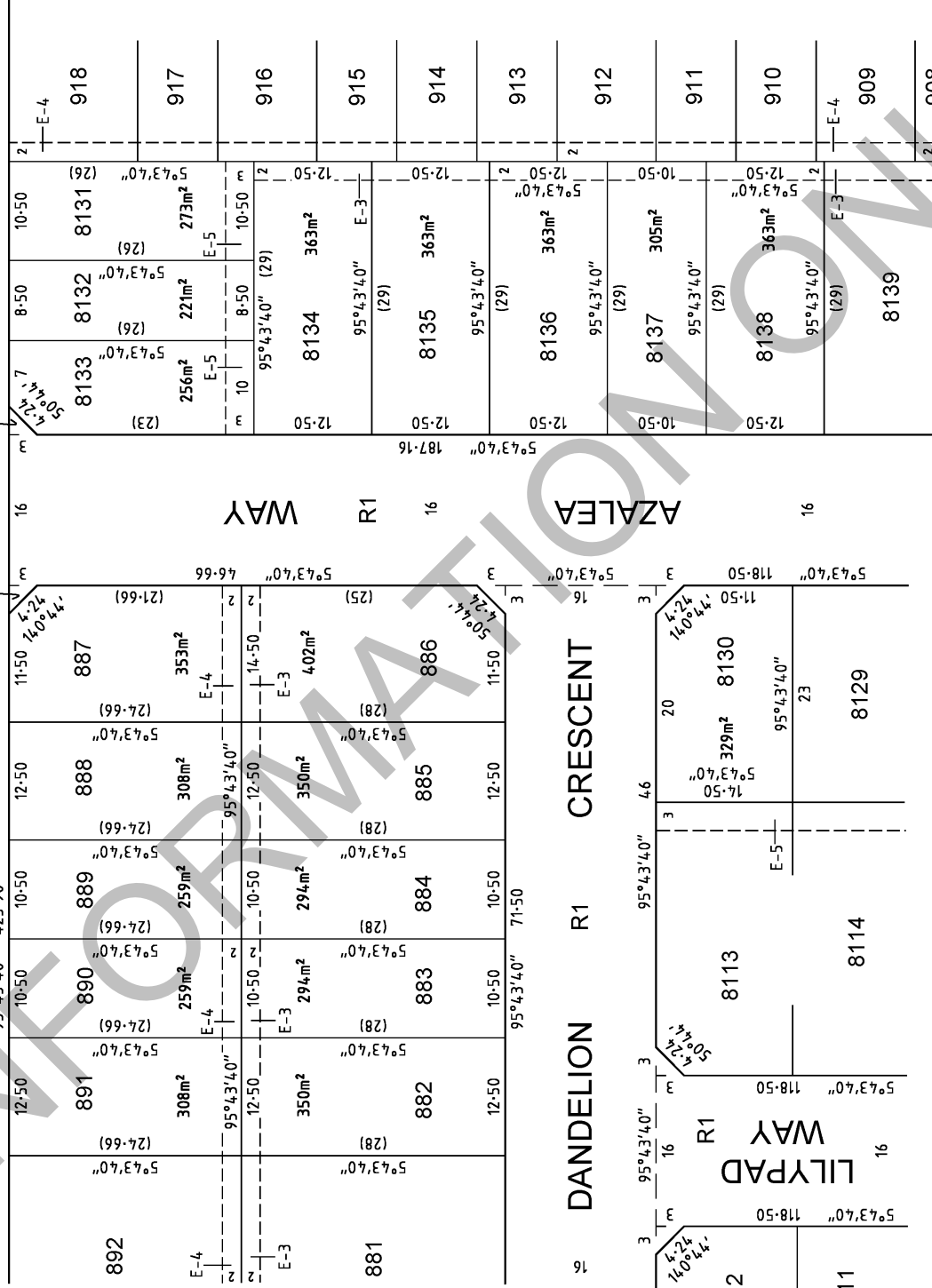
WAY

SEE SHEET 8

SEE SHEET 9

SEE SHEET 12

SEE SHEET 13



0783CP4 VER 1/DWG MW/SB
Member of the Surbana Jurong Group
REF 0783sCP4

SCALE
1:500

LENGTHS ARE IN METRES

5 10 15 20

ROHAN BAKKER

VERSION J

SEE SHEET 12

SEE SHEET 13

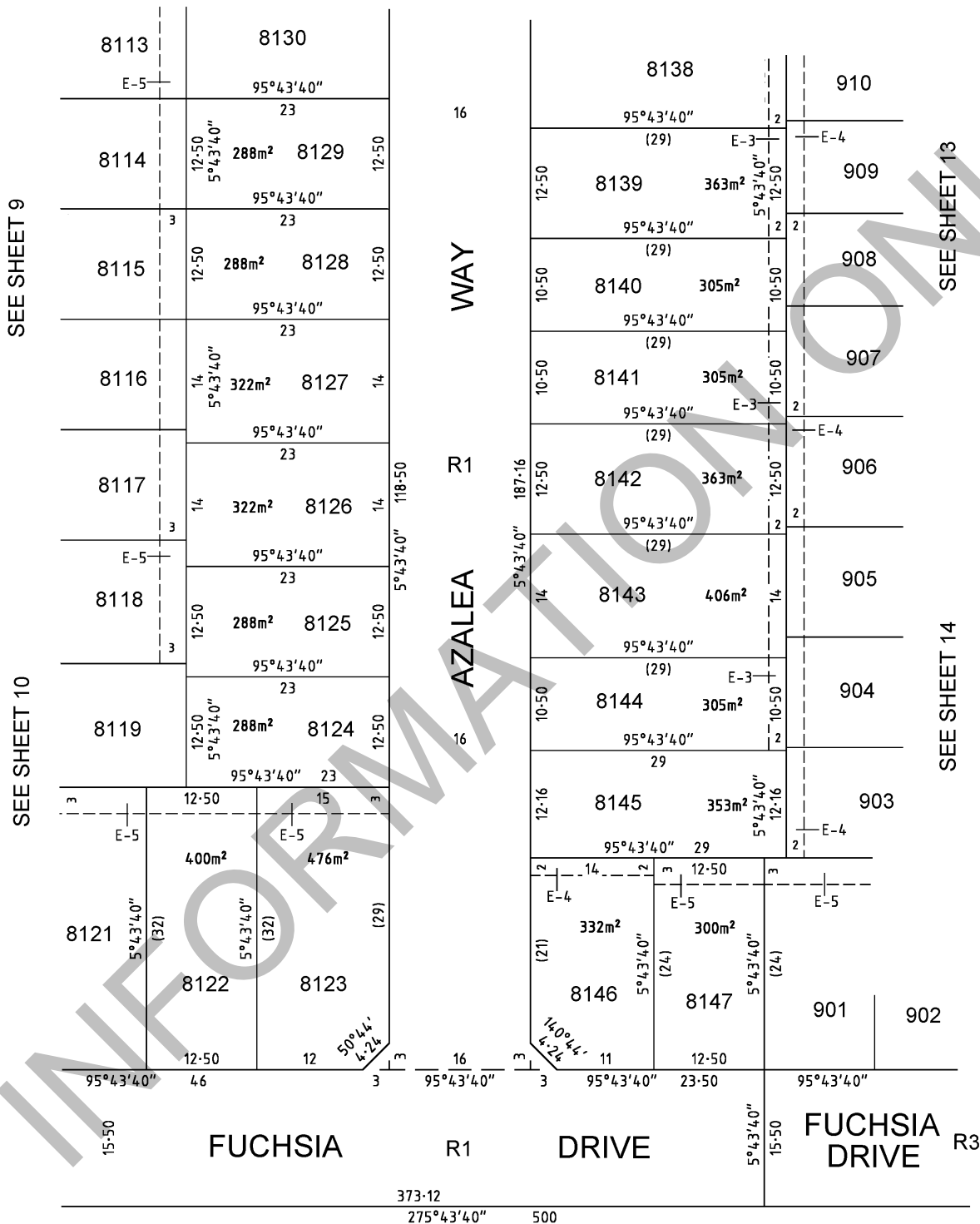
ORIGINAL SHEET
SIZE A3

SHEET 11

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

SEE SHEET 11



SEE SHEET 9

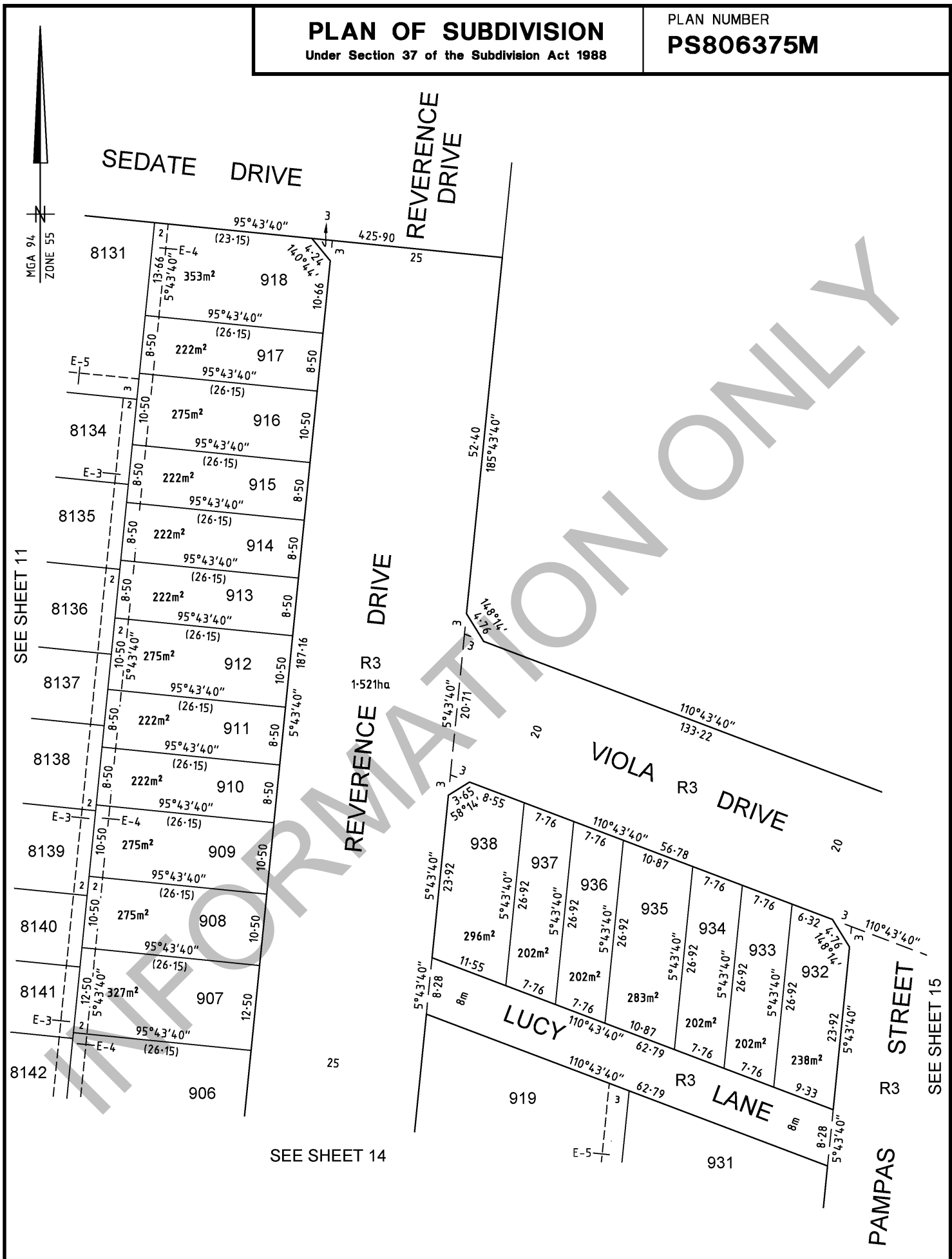
SEE SHEET 10

SEE SHEET 13

SEE SHEET 14

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 11

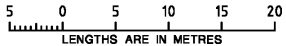
SEE SHEET 14

SEE SHEET 15

0783SCP4 VER J.DWG MW/SB

SMC
 Member of the Surbana Jurong Group
 REF 0783sCP4

SCALE
1:500



LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

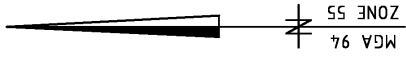
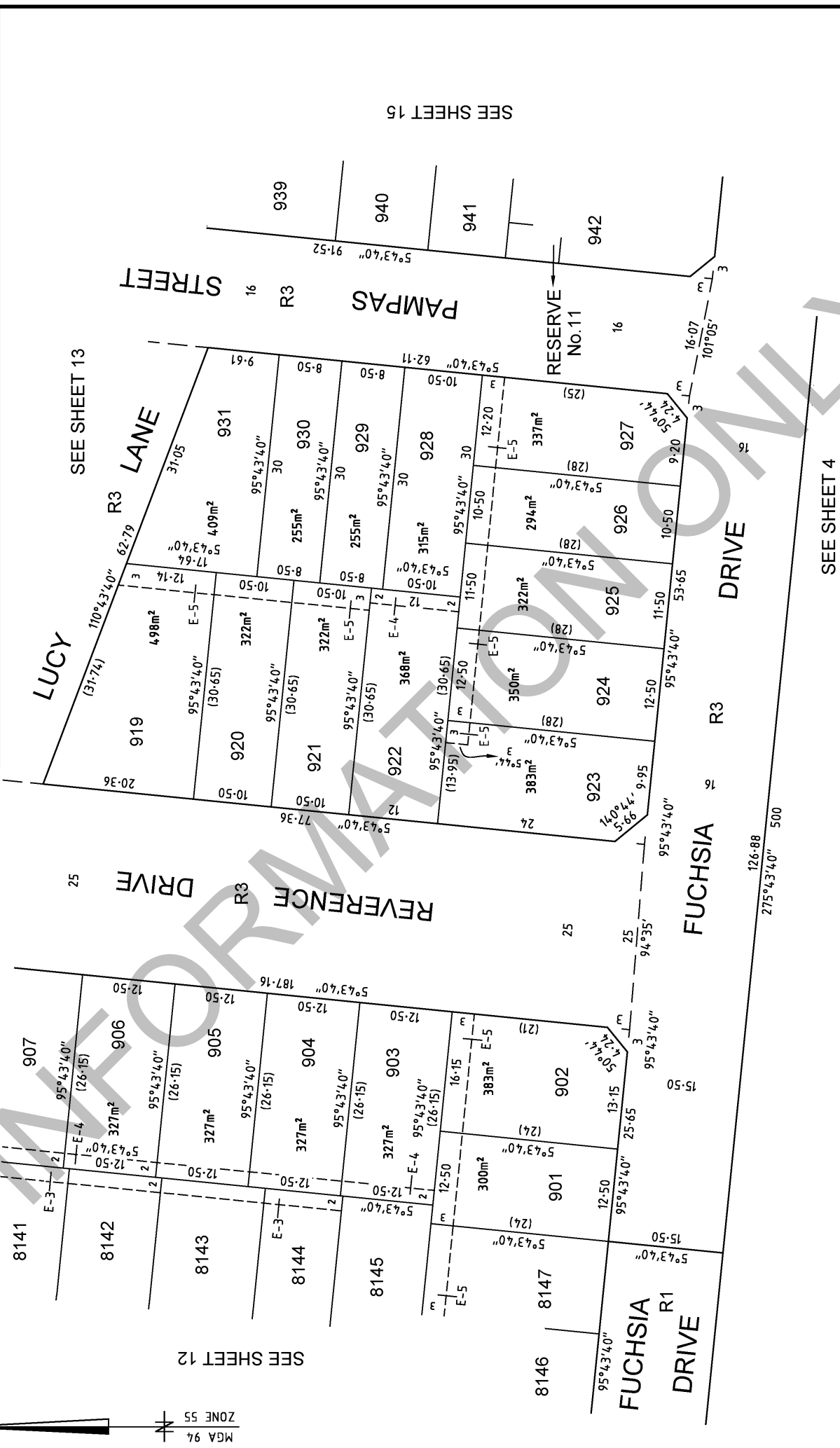
SHEET 13

ROHAN BAKKER

VERSION J

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

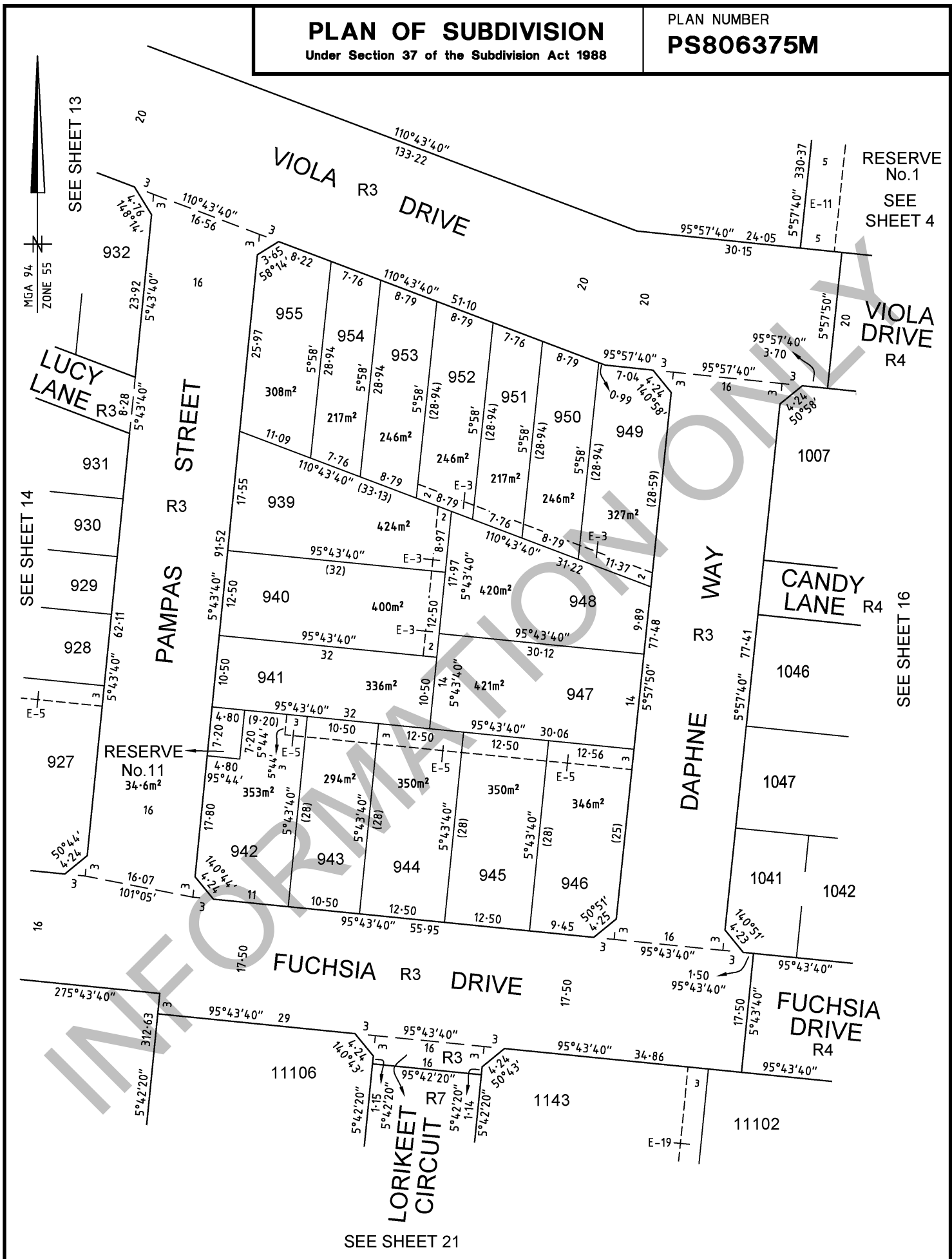
PLAN NUMBER
PS806375M



 <p>Member of the Surbana Jurong Group</p>	<p>07835CP4 VER 1/DWG MW/SB</p> <p>SMC</p>	<p>ROHAN BAKKER</p> <p>VERSION J</p>	<p>SCALE 1:500</p> <p>LENGTHS ARE IN METRES</p> <p>SEE SHEET 4</p>
<p>07835CP4 VER 1/DWG MW/SB</p>		<p>ROHAN BAKKER</p> <p>VERSION J</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 14</p>

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 21



SCALE 1:500	<p>LENGTHS ARE IN METRES</p>
----------------	------------------------------

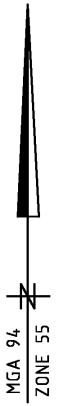
ORIGINAL SHEET SIZE: A3
SHEET 15

ROHAN BAKKER VERSION J

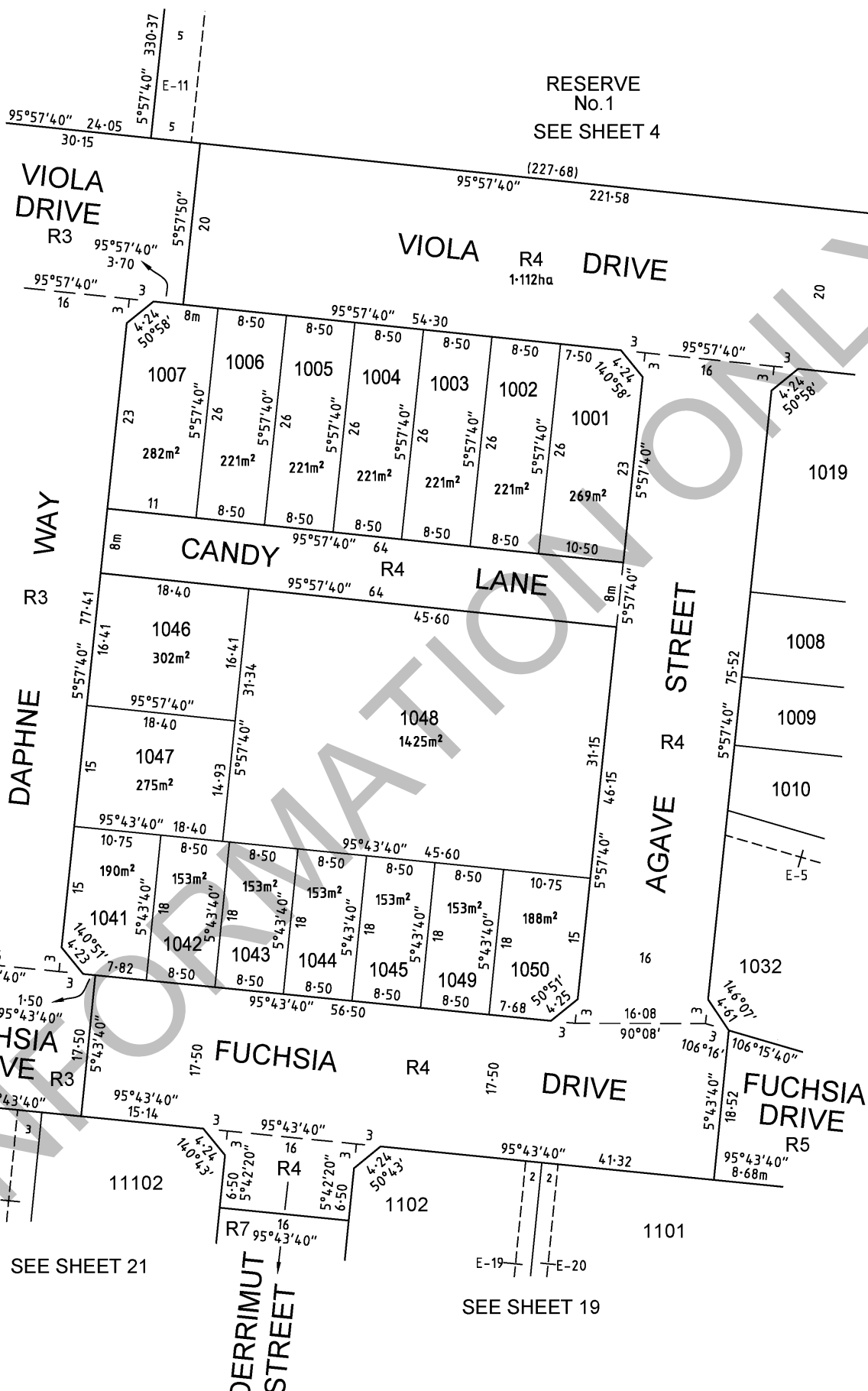
PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



RESERVE
No.1
SEE SHEET 4



SEE SHEET 15

SEE SHEET 17

SEE SHEET 21

SEE SHEET 19

0783SCP4 VER J.DWG MW/SB

SMC

Member of the Surbana Jurong Group

REF 0783sCP4

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 16

ROHAN BAKKER

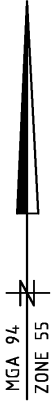
VERSION J

PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

RESERVE
No.1
SEE SHEET 4



VIOLA R4 DRIVE

CANDY LANE R4

AGAVE STREET R4

OAKDALE WAY R4

SAFFRON LANE R4

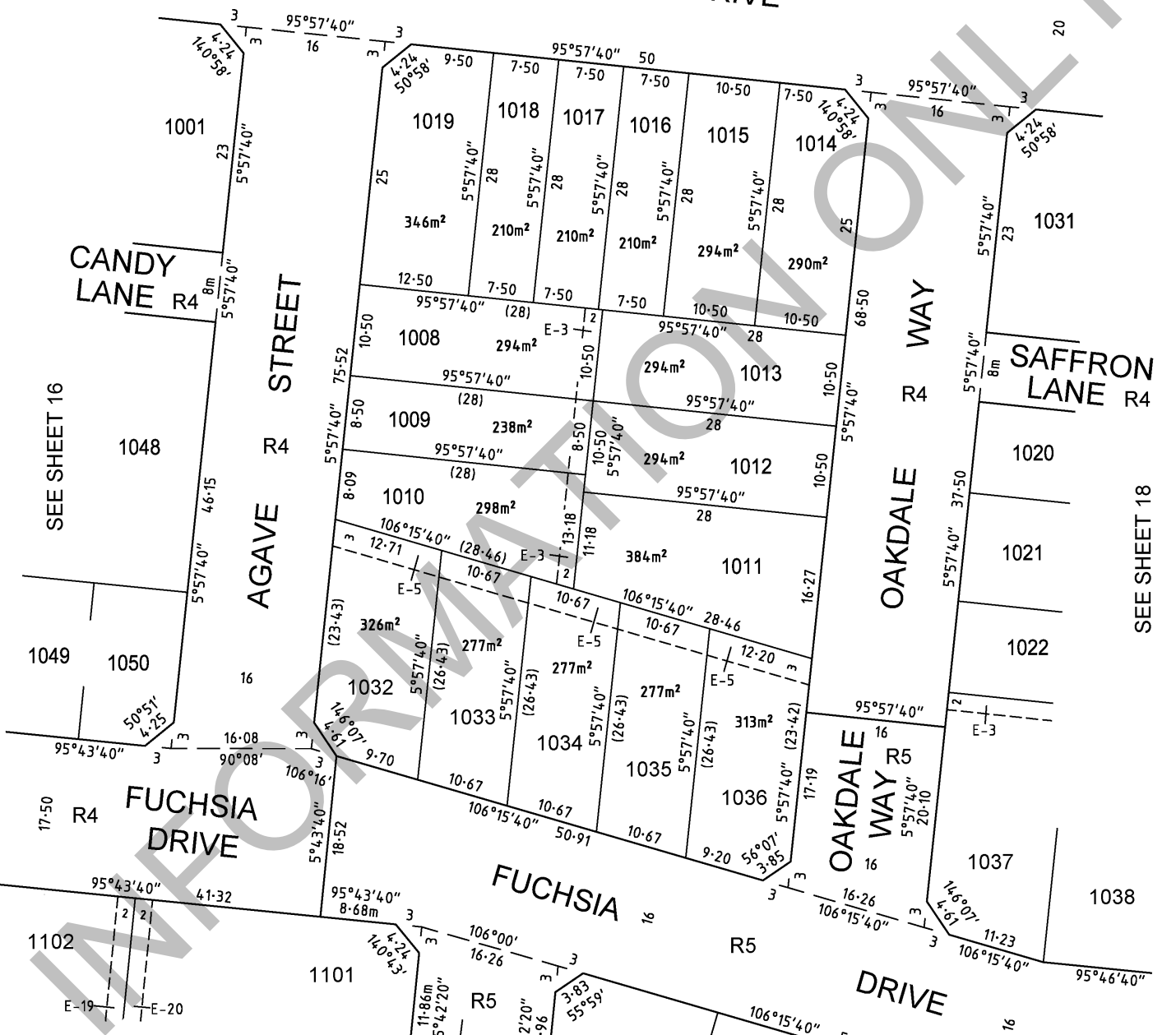
FUCHSIA DRIVE R4

FUCHSIA R5

OAKDALE WAY R5

DRIVE R5

LORIKEET CIRCUIT R7



SEE SHEET 16

SEE SHEET 19

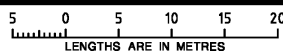
SEE SHEET 26

SEE SHEET 18



0783SCP4 VER J.DWG MW/SB

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 17

Member of the Surbana Jurong Group

REF 0783sCP4

ROHAN BAKKER

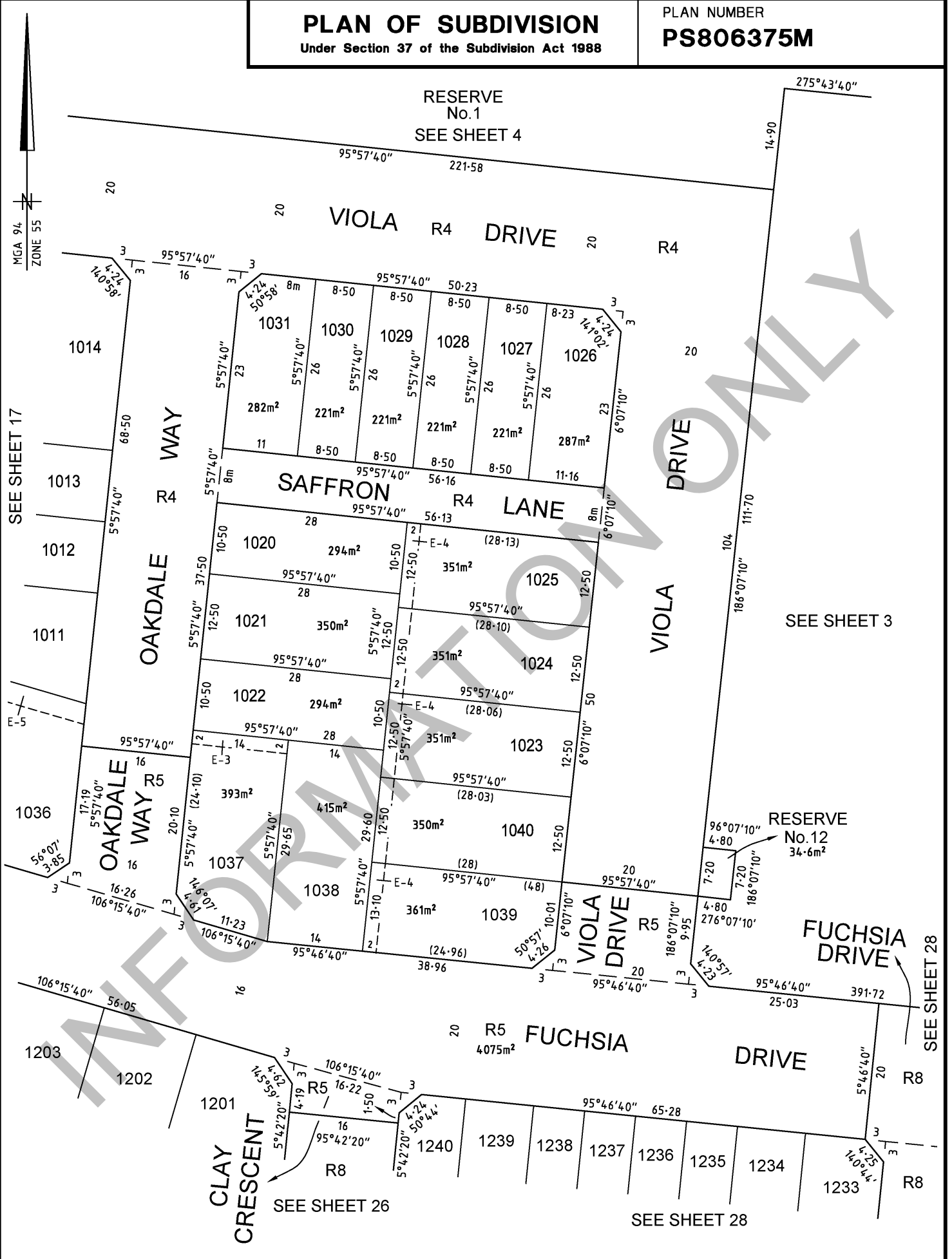
VERSION J

PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

RESERVE
No.1
SEE SHEET 4



0783SCP4 VER J.DWG MW/SB
SMC
 Member of the Surbana Jurong Group
 REF 0783sCP4

SCALE 1:500
 LENGTHS ARE IN METRES
 ROHAN BAKKER VERSION J

ORIGINAL SHEET SIZE: A3
 SHEET 18

PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 16

FUCHSIA

R4

DRIVE

5°43'40"
18-52

FUCHSIA

SEE SHEET 17

DRIVE

SEE SHEET 21

DERRIMUT STREET

LORIKEET CIRCUIT

LORIKEET CIRCUIT

SEE SHEET 26

SEE SHEET 27

SEE SHEET 22

SEE SHEET 23

PLUME TERRACE

R7

RESERVE No.3

SEE SHEET 20

BARK TERRACE

SHEET 19

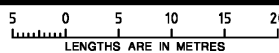
0783SCP4 VER J.DWG MW/SB



Member of the Surbana Jurong Group

REF 0783sCP4

SCALE
1:500



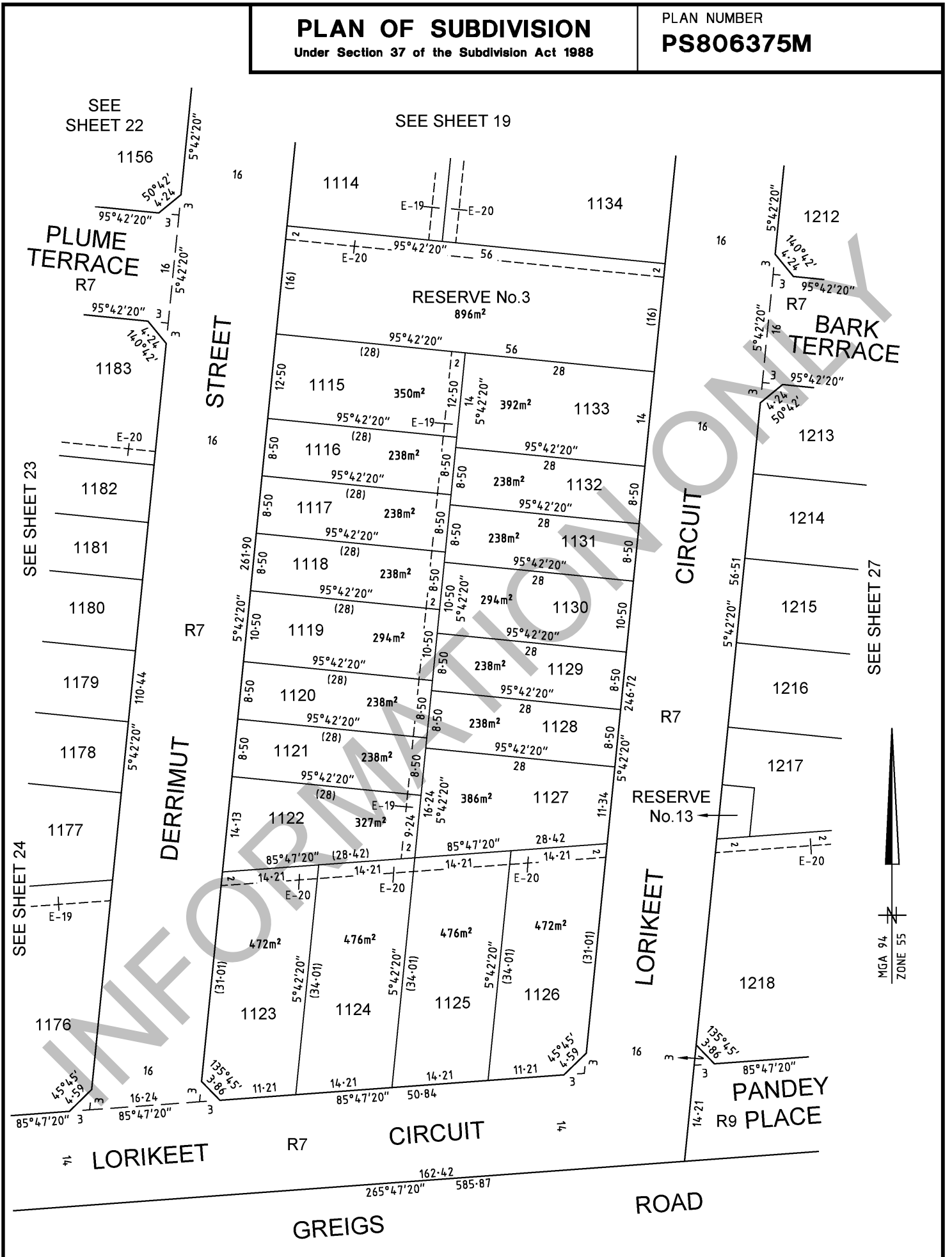
ORIGINAL SHEET
SIZE: A3

ROHAN BAKKER

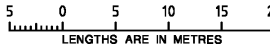
VERSION J

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



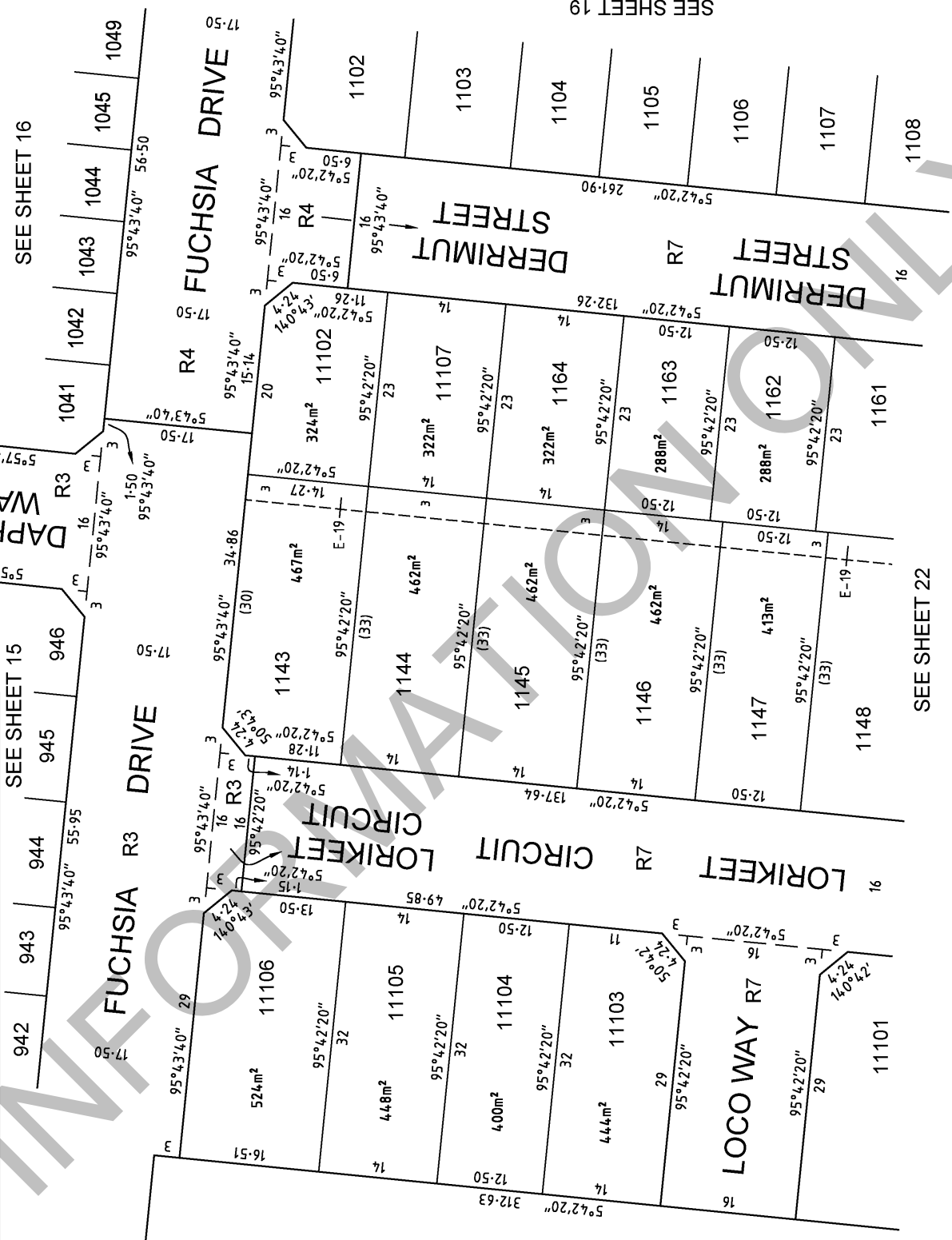
0783SCP4 VER J.DWG MW/SB
 **SMC**
 Member of the Surbana Jurong Group
 REF 0783sCP4

SCALE 1:500

 LENGTHS ARE IN METRES
 ROHAN BAKKER VERSION J

ORIGINAL SHEET SIZE: A3
 SHEET 20

PLAN NUMBER
PS806375M

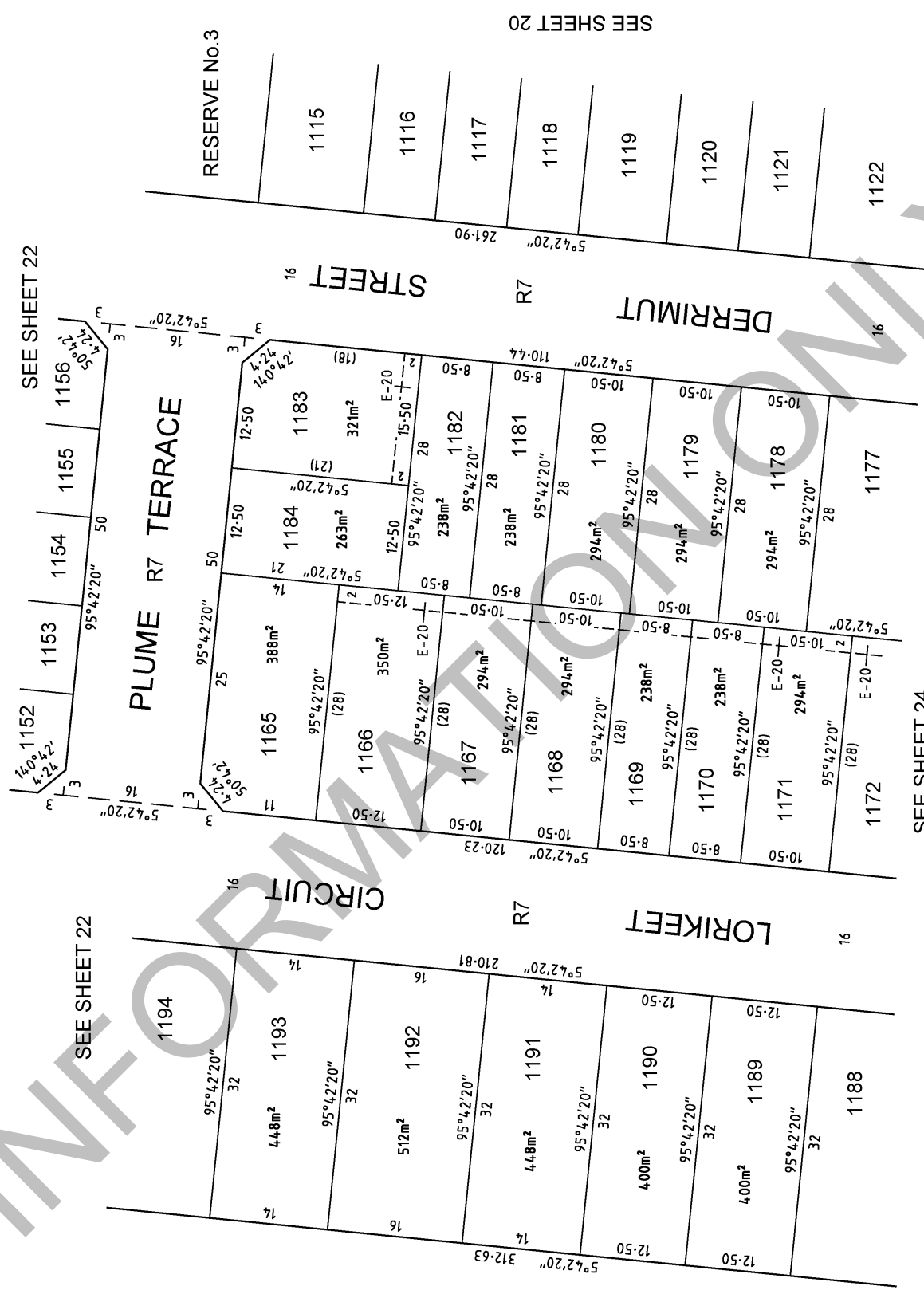
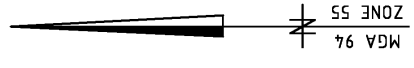
PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988



PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 22

SEE SHEET 22

SEE SHEET 24

SEE SHEET 20

0783SCP4 VER J1DWG MW/SB



Member of the Surbana Jurong Group
REF 0783sCP4

SCALE
1:500



ORIGINAL SHEET
SIZE A3

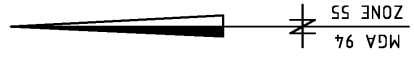
SHEET 23

ROHAN BAKKER

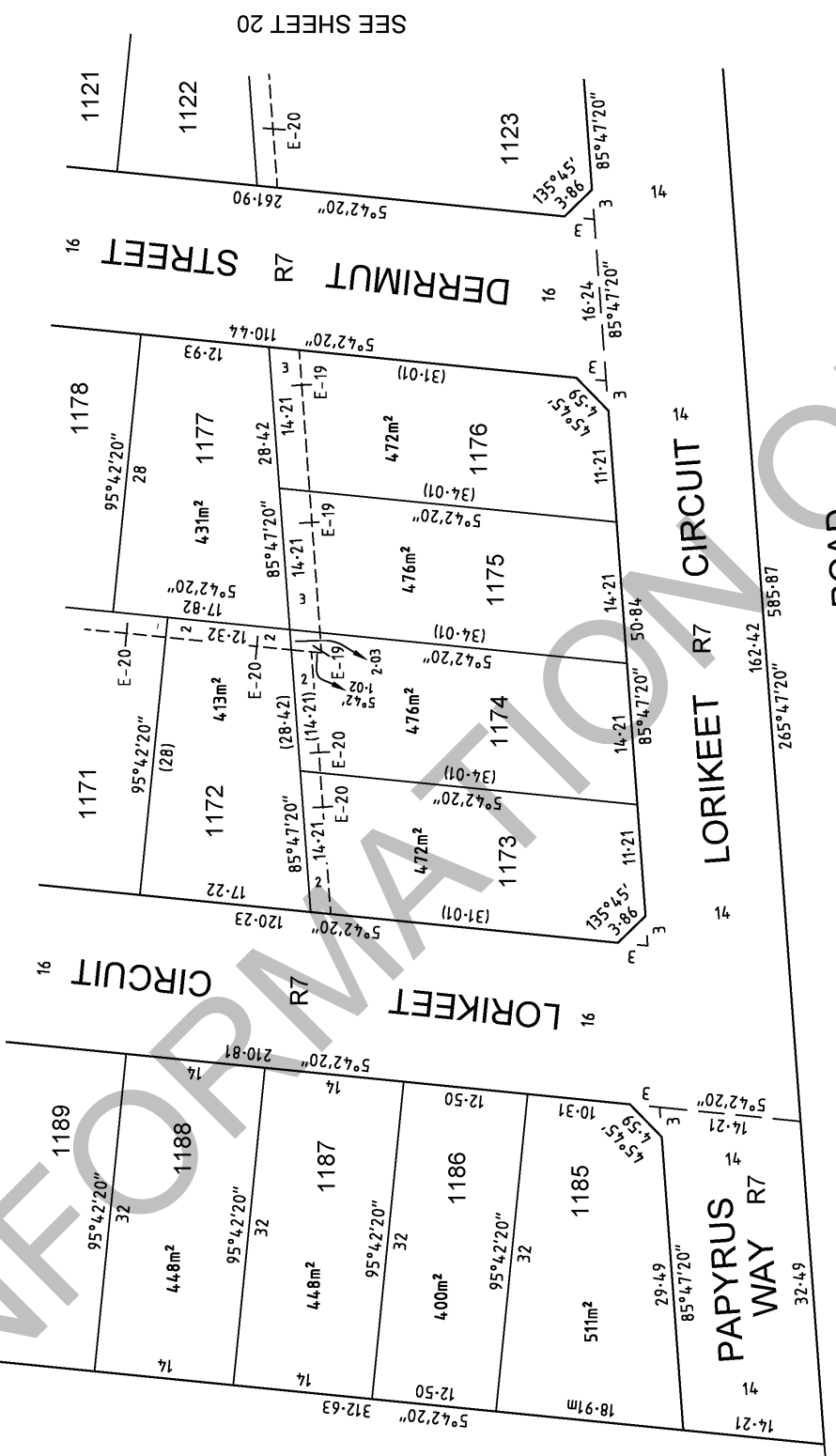
VERSION J

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 23



GREIGS ROAD

ROAD

0783SCP4, VER 1, DWG MW/SB



Member of the Surbana Jurong Group
REF 0783sCP4

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 24

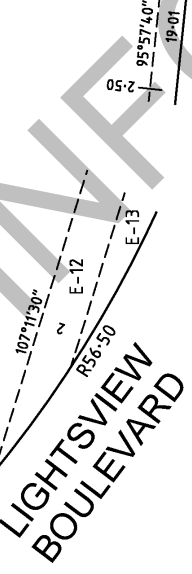
ROHAN BAKKER

VERSION J

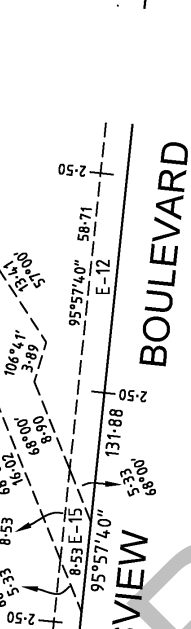
PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

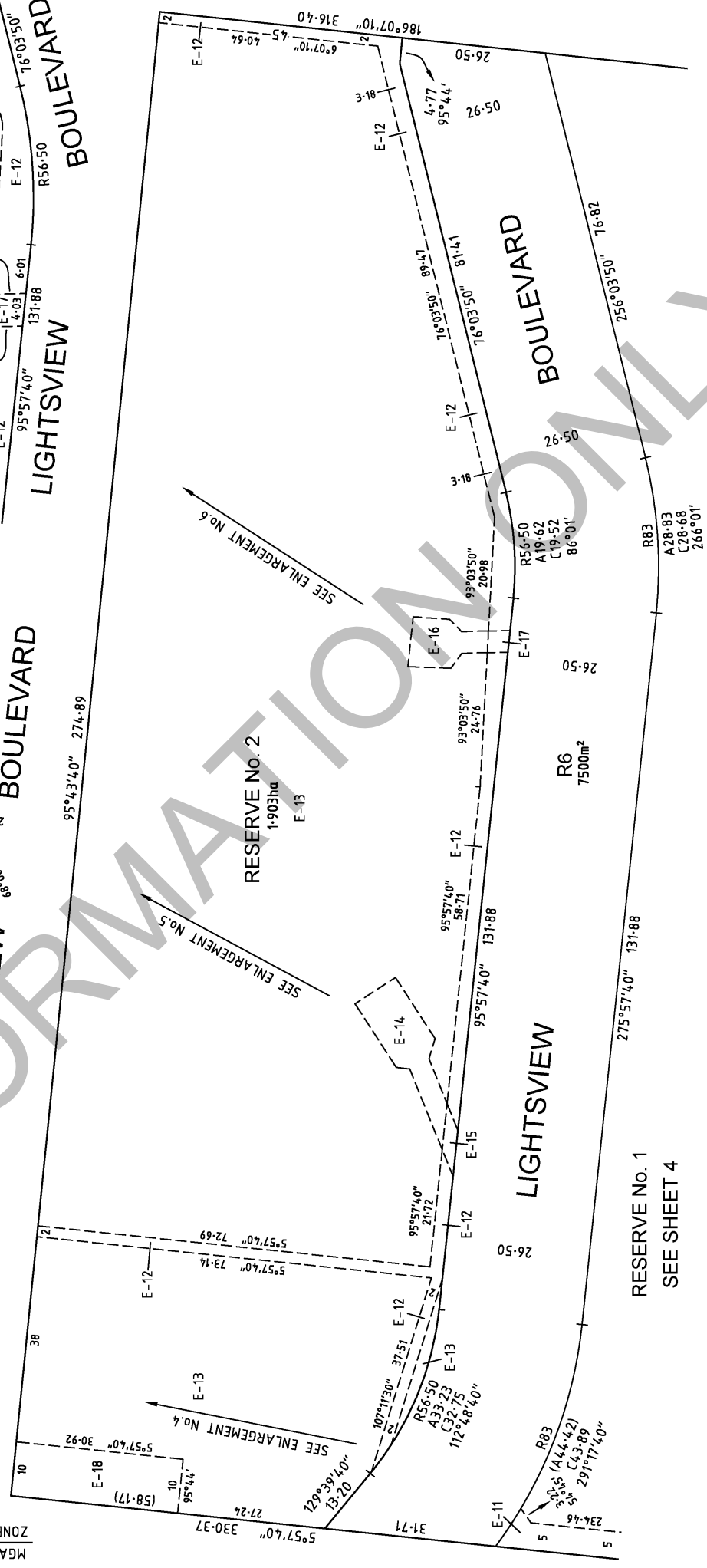
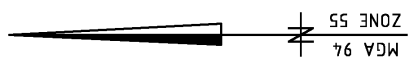
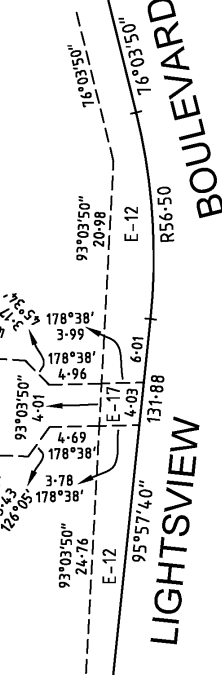
RESERVE No. 2
E-13
ENLARGEMENT No. 4
SCALE 1:250




RESERVE No. 2
E-13
ENLARGEMENT No. 5
SCALE 1:500



RESERVE No. 2
E-13
ENLARGEMENT No. 6
SCALE 1:500

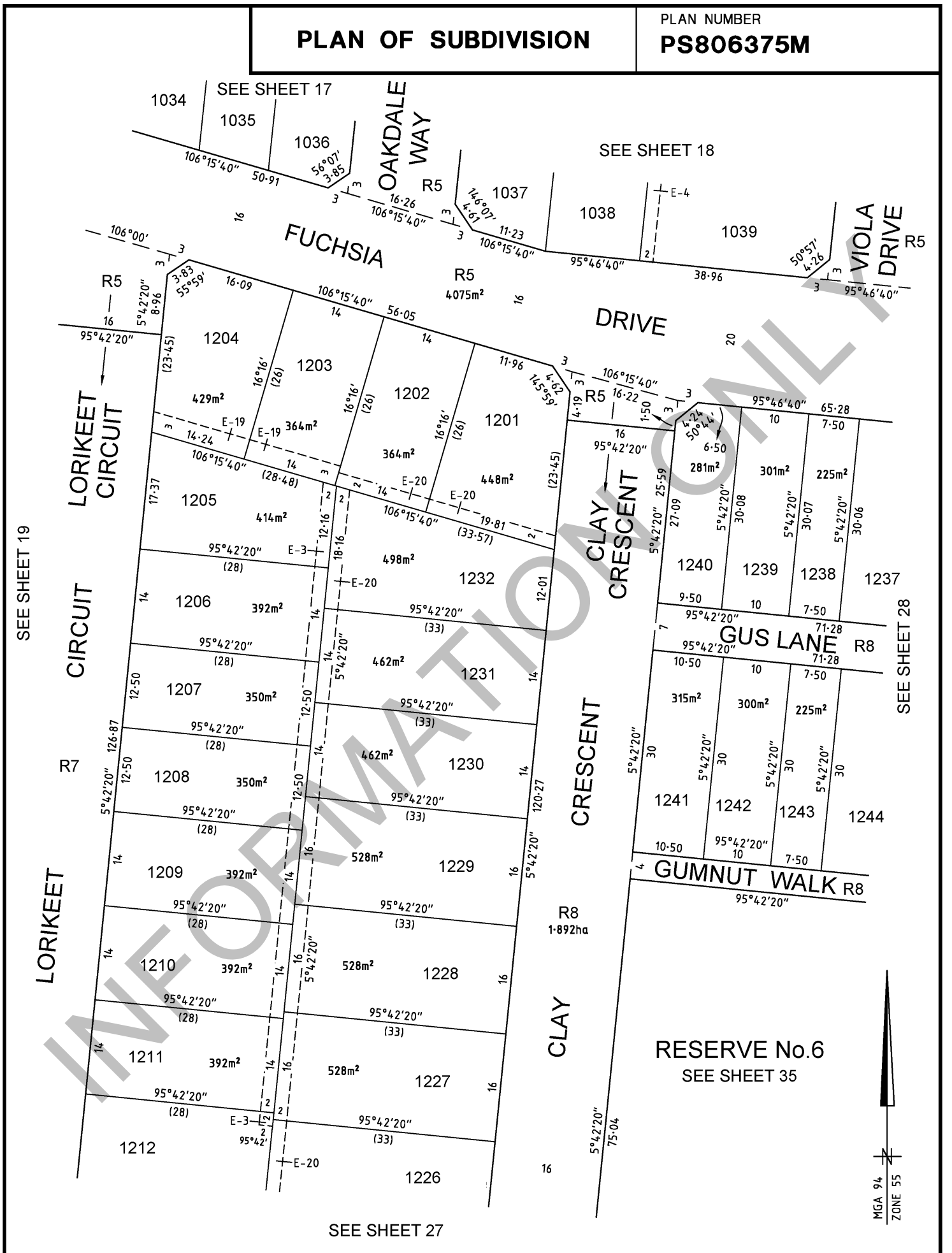


RESERVE No. 1
SEE SHEET 4

 <p>Member of the Surbana Jurong Group REF 0783sCP4</p>		<p>0783sCP4 VER 1.DWG MW/SB</p>	
SCALE 1:750	<p>7.5 0 7.5 15 22.5 30</p> <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 25
<p>ROHAN BAKKER</p>		<p>VERSION J</p>	

PLAN OF SUBDIVISION

PLAN NUMBER
PS806375M



SEE SHEET 19

SEE SHEET 18

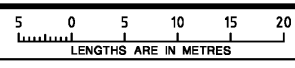
SEE SHEET 28

SEE SHEET 27



0783SCP4 VER K.DWG MW/SB

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

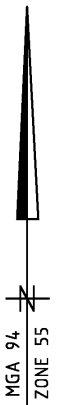
SHEET 26

Member of the Surbana Jurong Group

ROHAN BAKKER

VERSION K

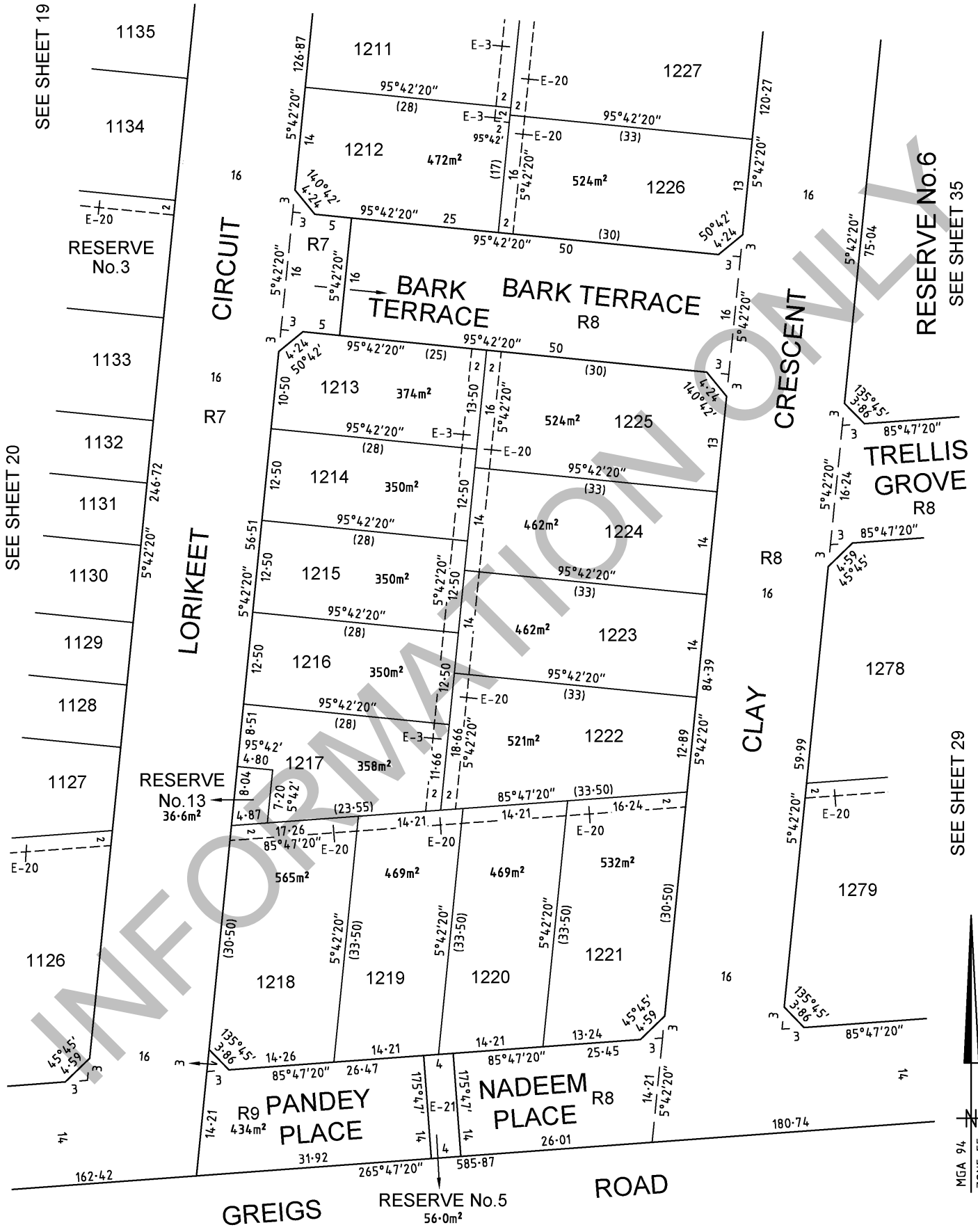
REF 0783sCP4



PLAN OF SUBDIVISION

PLAN NUMBER
PS806375M

SEE SHEET 26

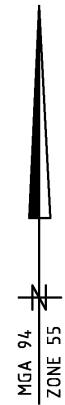


SEE SHEET 19

SEE SHEET 20

SEE SHEET 35

SEE SHEET 29



0783SCP4 VER K.DWG MW/SB
SMC
 Member of the Surbana Jurong Group
 REF 0783sCP4

SCALE 1:500

 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3
 SHEET 27

ROHAN BAKKER VERSION K

PLAN OF SUBDIVISION
PS806375M

PLAN NUMBER
PS806375M

SEE SHEET 18

FUCHSIA R5 DRIVE

GUS LANE R8

INDIA LANE R8

CLAY CRESCENT R8

FUCHSIA DRIVE R8

HONEYEATER WAY R8

GUMNUT WALK R8

RESERVE No.6

SEE SHEET 35

SEE SHEET 30

SEE SHEET 26

SEE SHEET 31

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30

SEE SHEET 30



MGA 94
ZONE 55

95°46'40" 391.72
115.46

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

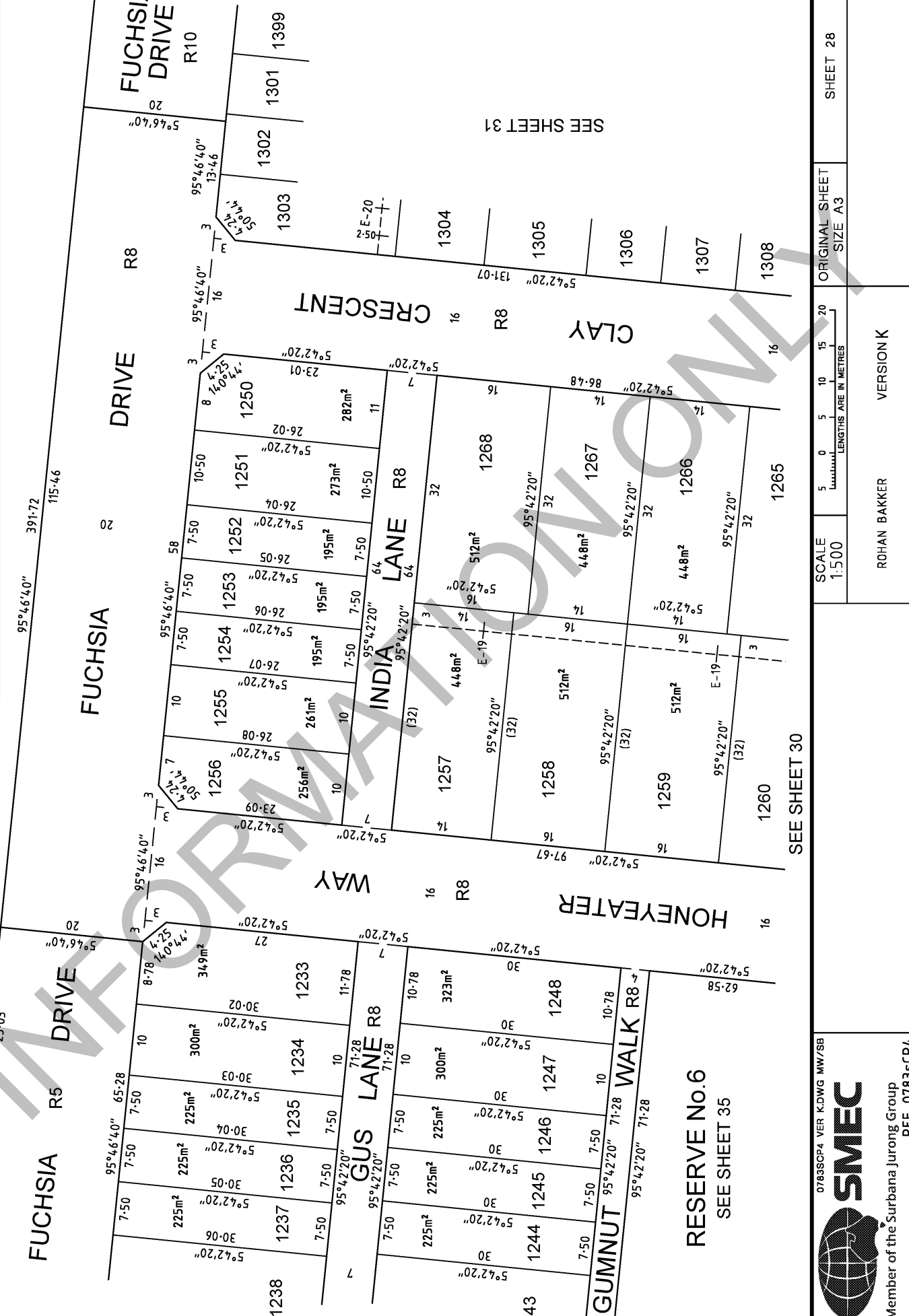
95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16

95°46'40" 16



SCALE
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 28



07835CP4 VER K.DWG MW/SB
SMC
Member of the Surbana Jurong Group
REF 07835CP4

ROHAN BAKKER

VERSION K

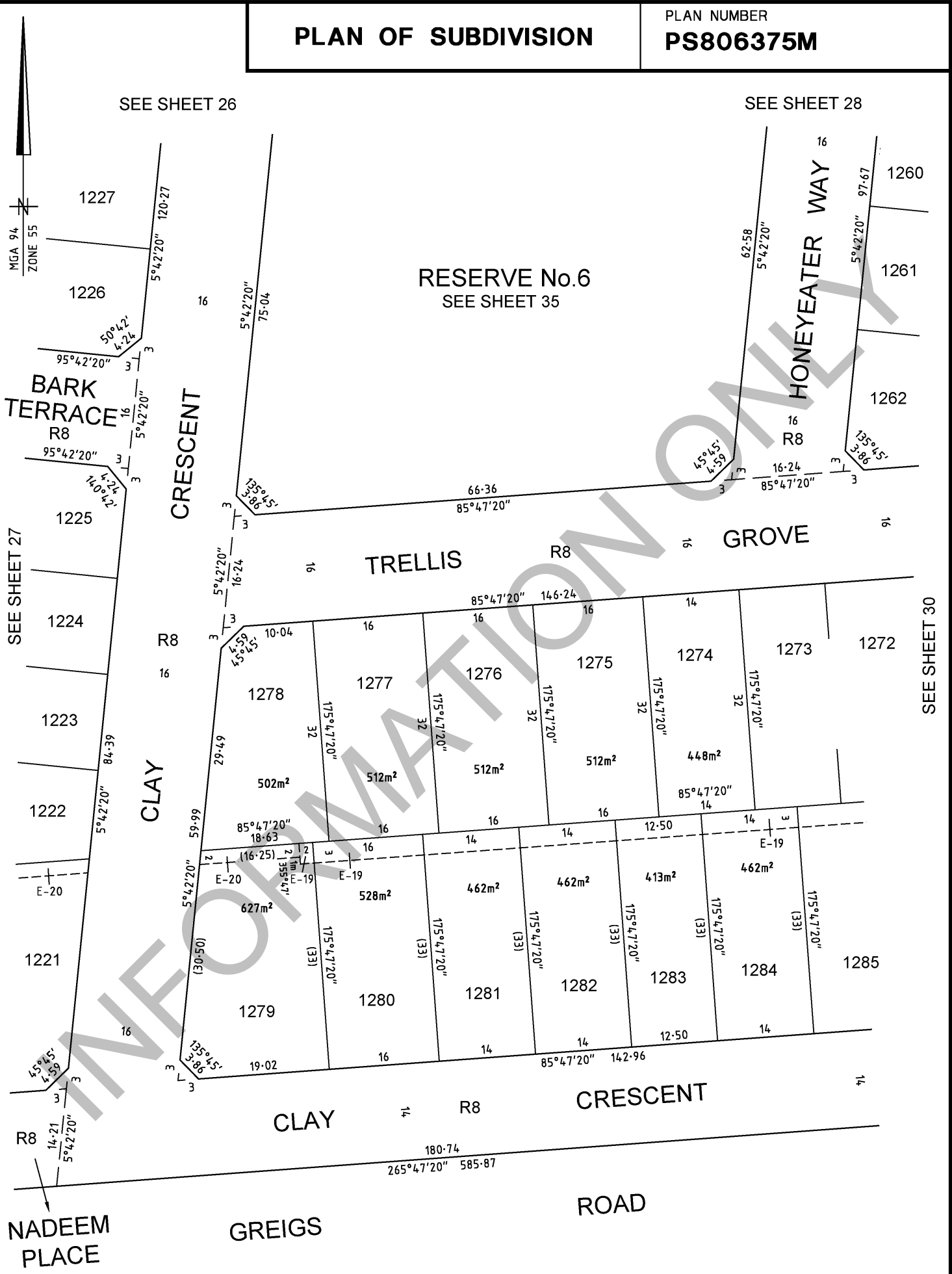
PLAN OF SUBDIVISION

PLAN NUMBER
PS806375M

SEE SHEET 26

SEE SHEET 28

RESERVE No.6
SEE SHEET 35



0783SCP4 VER K.DWG MW/SB

SMC

Member of the Surbana Jurong Group
REF 0783sCP4

SCALE
1:500

LENGTHS ARE IN METRES

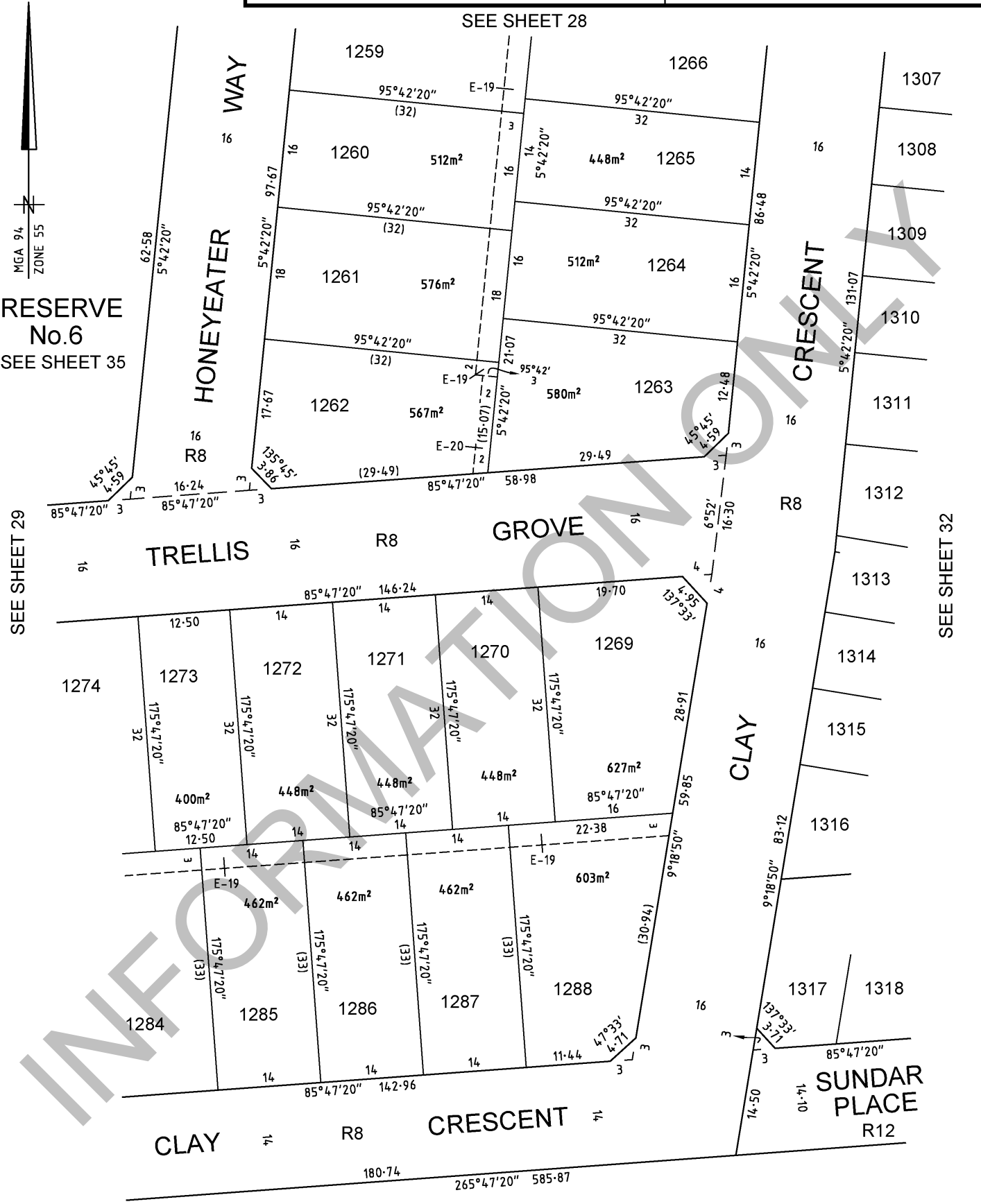
ORIGINAL SHEET
SIZE: A3

SHEET 29

ROHAN BAKKER VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS806375M



RESERVE
No.6
SEE SHEET 35

SEE SHEET 29

SEE SHEET 32

INFORMATION

0783SCP4 VER K.DWG MW/SB

Member of the Surbana Jurong Group
REF 0783sCP4

SCALE
1:500

LENGTHS ARE IN METRES

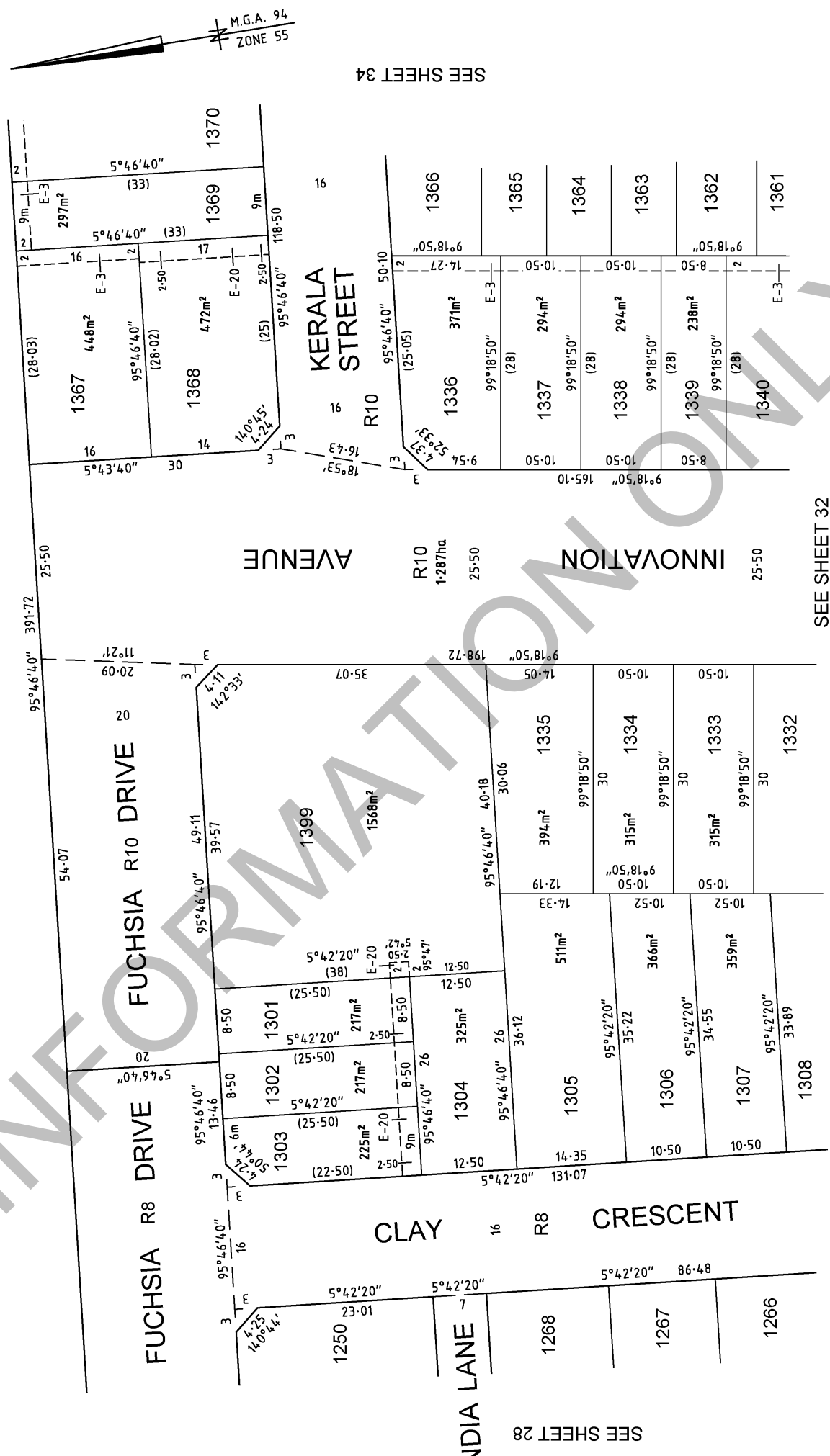
ROHAN BAKKER VERSION K

ORIGINAL SHEET
SIZE: A3

SHEET 30

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 28

SEE SHEET 32

SEE SHEET 34

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 31

ROHAN BAKKER

VERSION K

07835CP4 VER K.DWG MW/SB

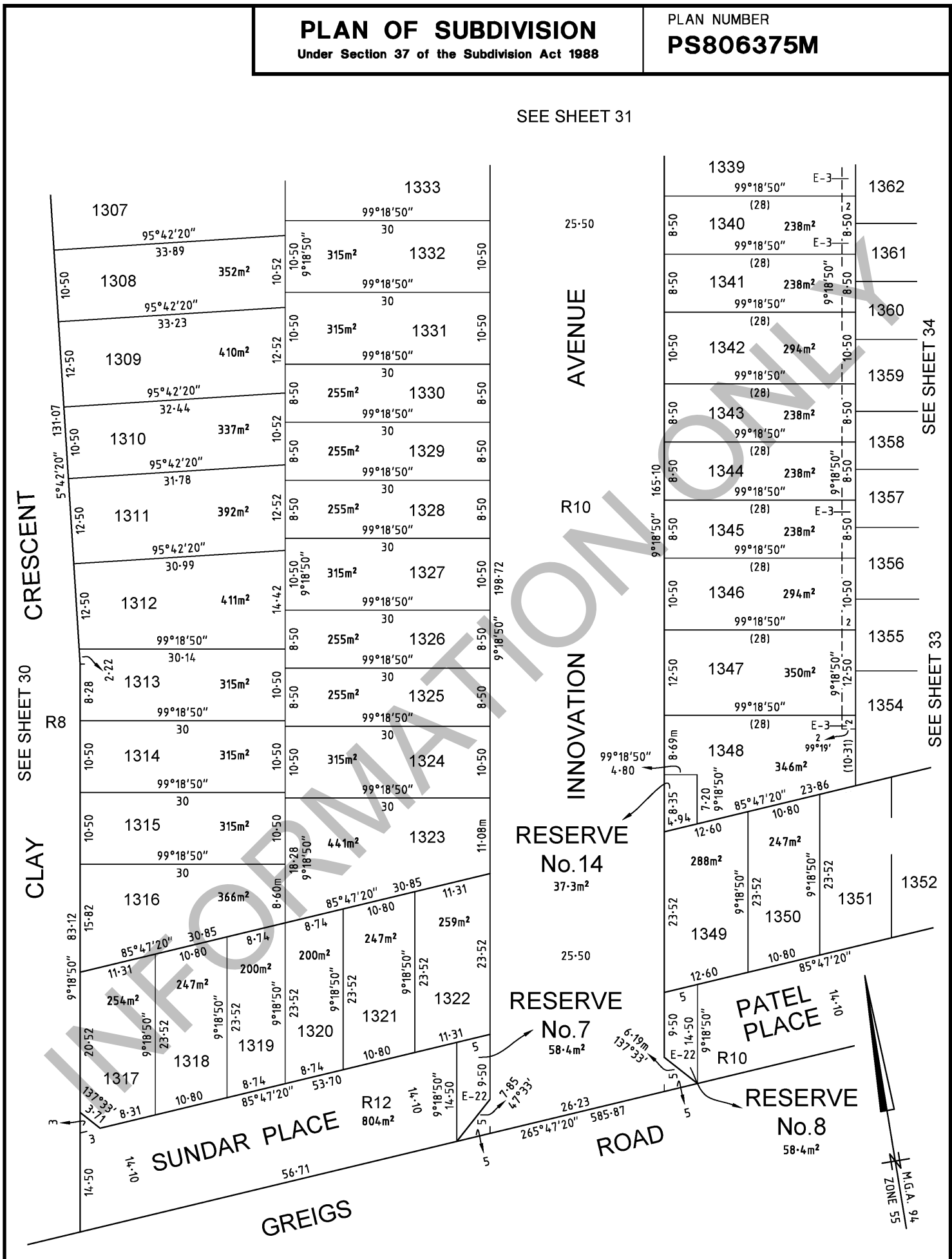
Member of the Surbana Jurong Group

REF 07835CP4

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

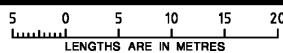
PLAN NUMBER
PS806375M

SEE SHEET 31



0783SCP4 VER K.DWG MW/SB

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 32

Member of the Surbana Jurong Group

ROHAN BAKKER

VERSION K

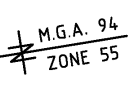
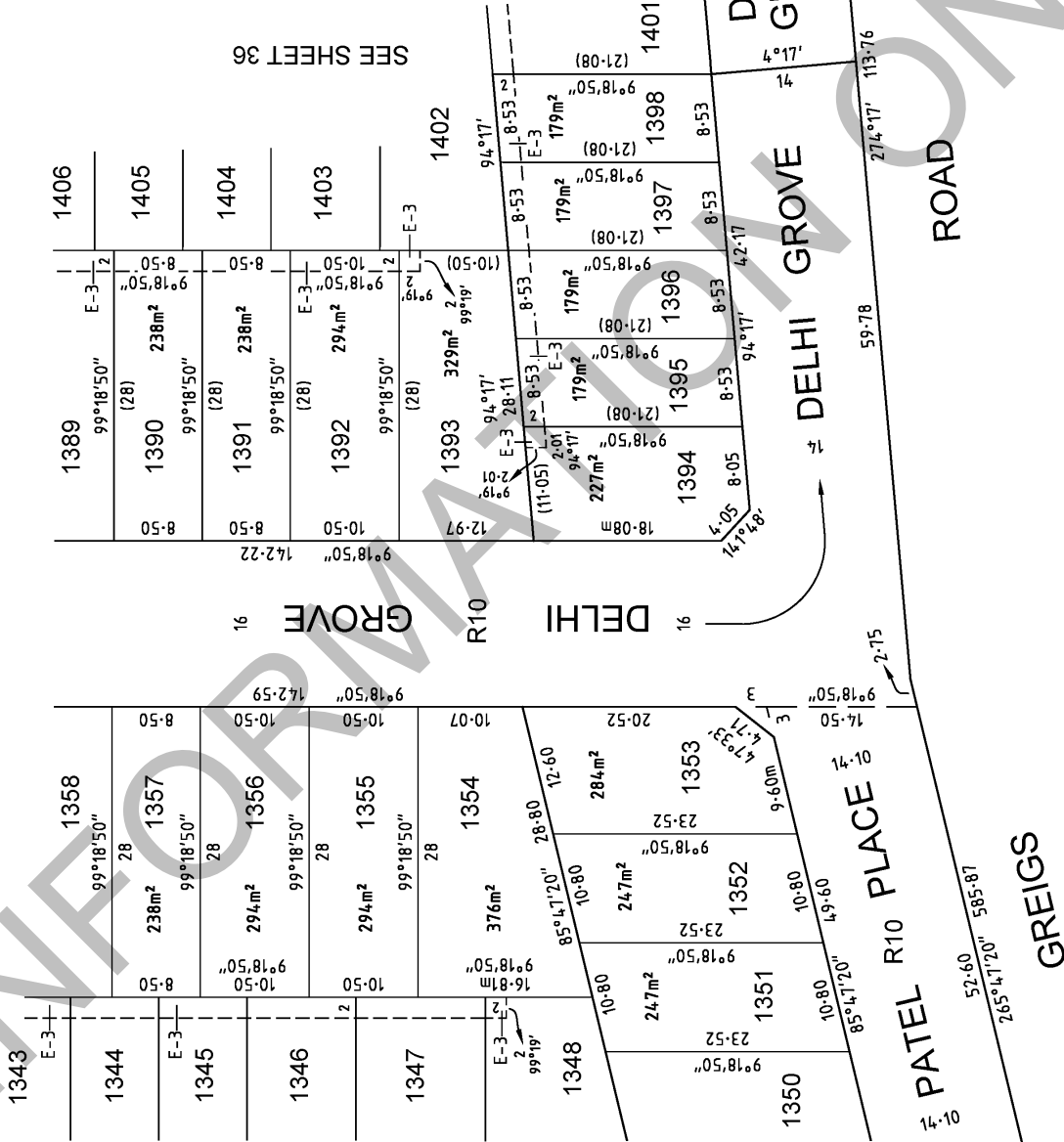
REF 0783sCP4

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

SEE SHEET 34

SEE SHEET 32



0783SCP4 VER L(LUV)DWG MW/SB



Member of the Surbana Jurong Group
REF 0783sCP4

ROHAN BAKKER

VERSION L(LUV)

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 33

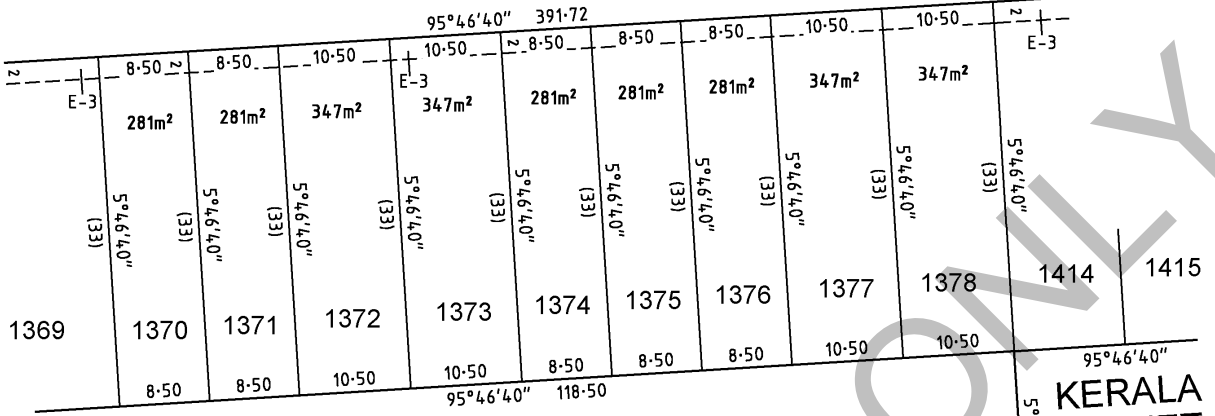
PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 31



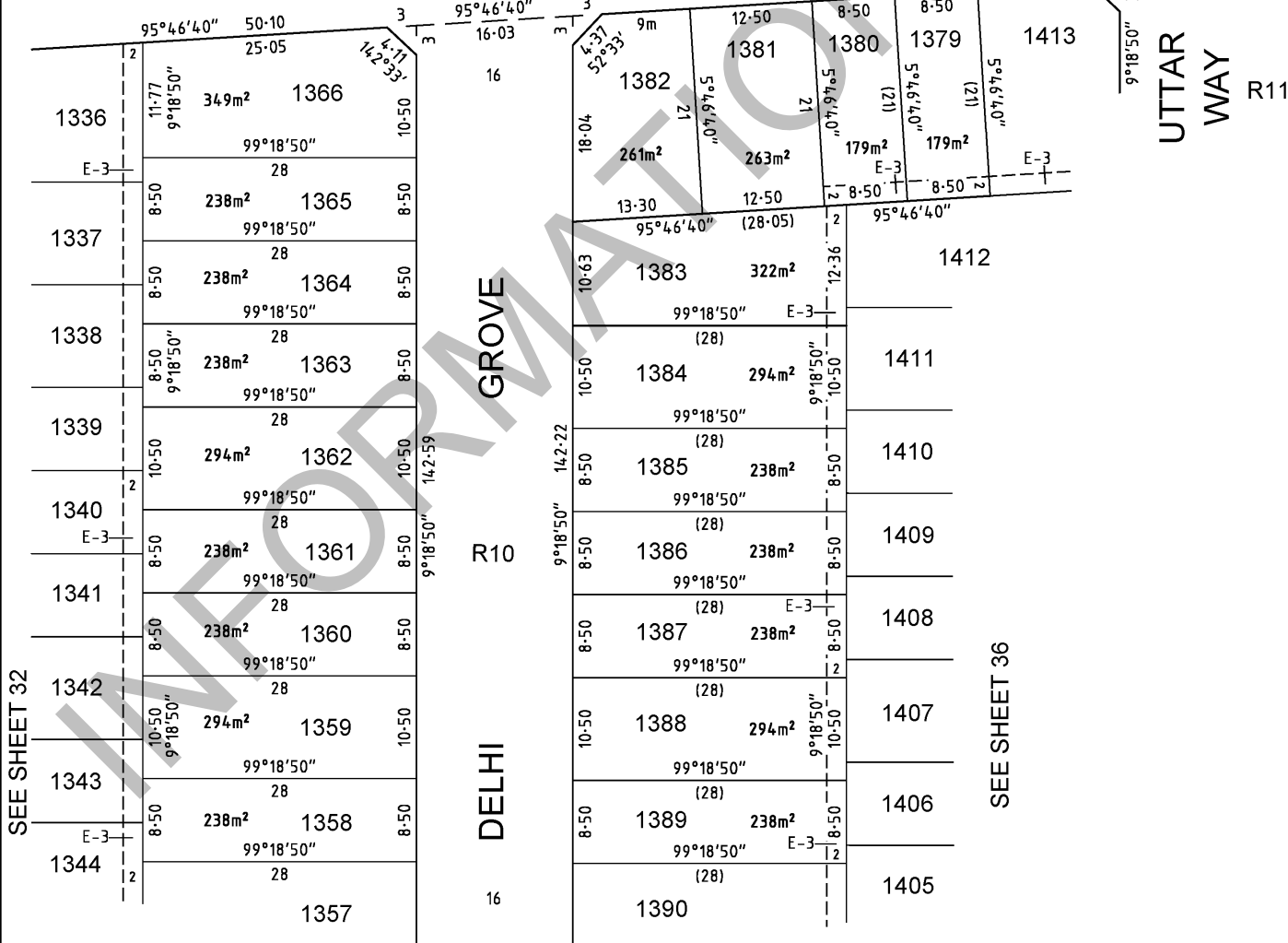
KERALA

STREET

KERALA STREET

UTTAR WAY

SEE SHEET 37



SEE SHEET 32

SEE SHEET 36

SEE SHEET 33



0783SCP4 VER L(LUV).DWG MW/SB

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 34

Member of the Surbana Jurong Group

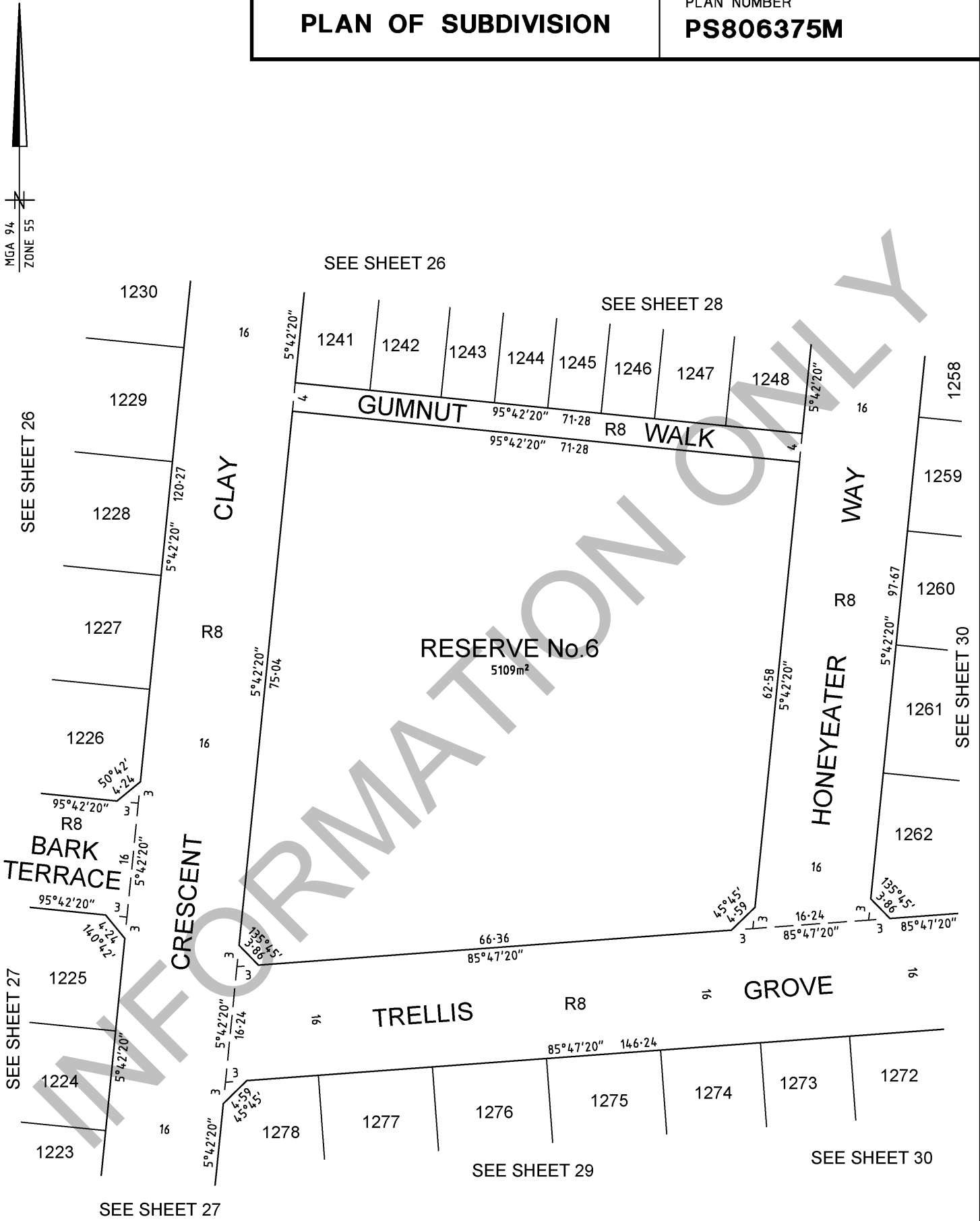
ROHAN BAKKER

VERSION L(LUV)

REF 0783sCP4

PLAN OF SUBDIVISION

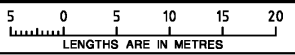
PLAN NUMBER
PS806375M



0783SCP4 VER K.DWG MW/SB

SMC
 Member of the Surbana Jurong Group
 REF 0783sCP4

SCALE
1:500



LENGTHS ARE IN METRES

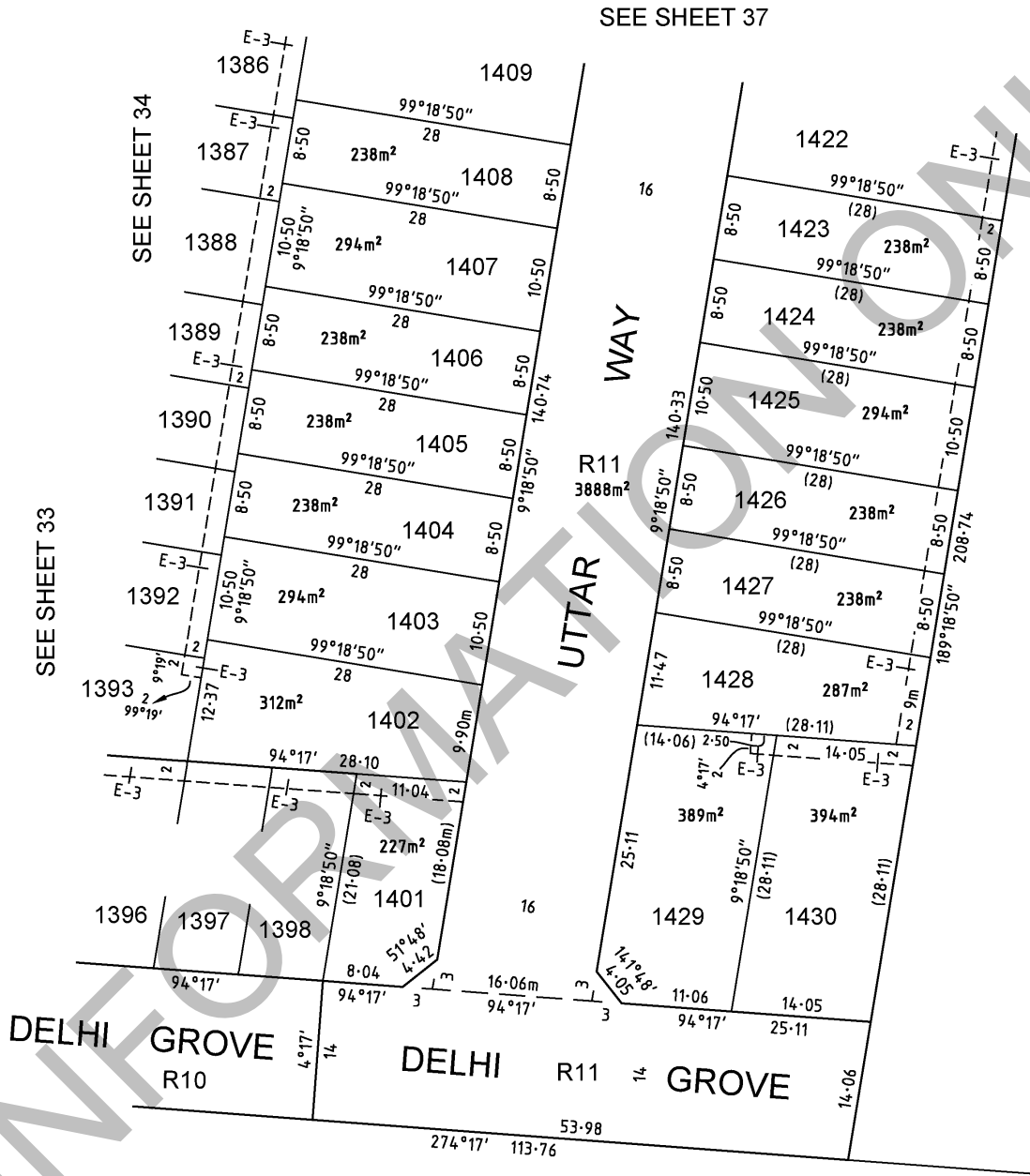
ORIGINAL SHEET
SIZE: A3

SHEET 35

ROHAN BAKKER VERSION K

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

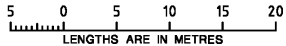
PLAN NUMBER
PS806375M



MEMORANDUM

0783SCP4 VER L(LUV).DWG MW/SB

SMC
 Member of the Surbana Jurong Group
 REF 0783sCP4

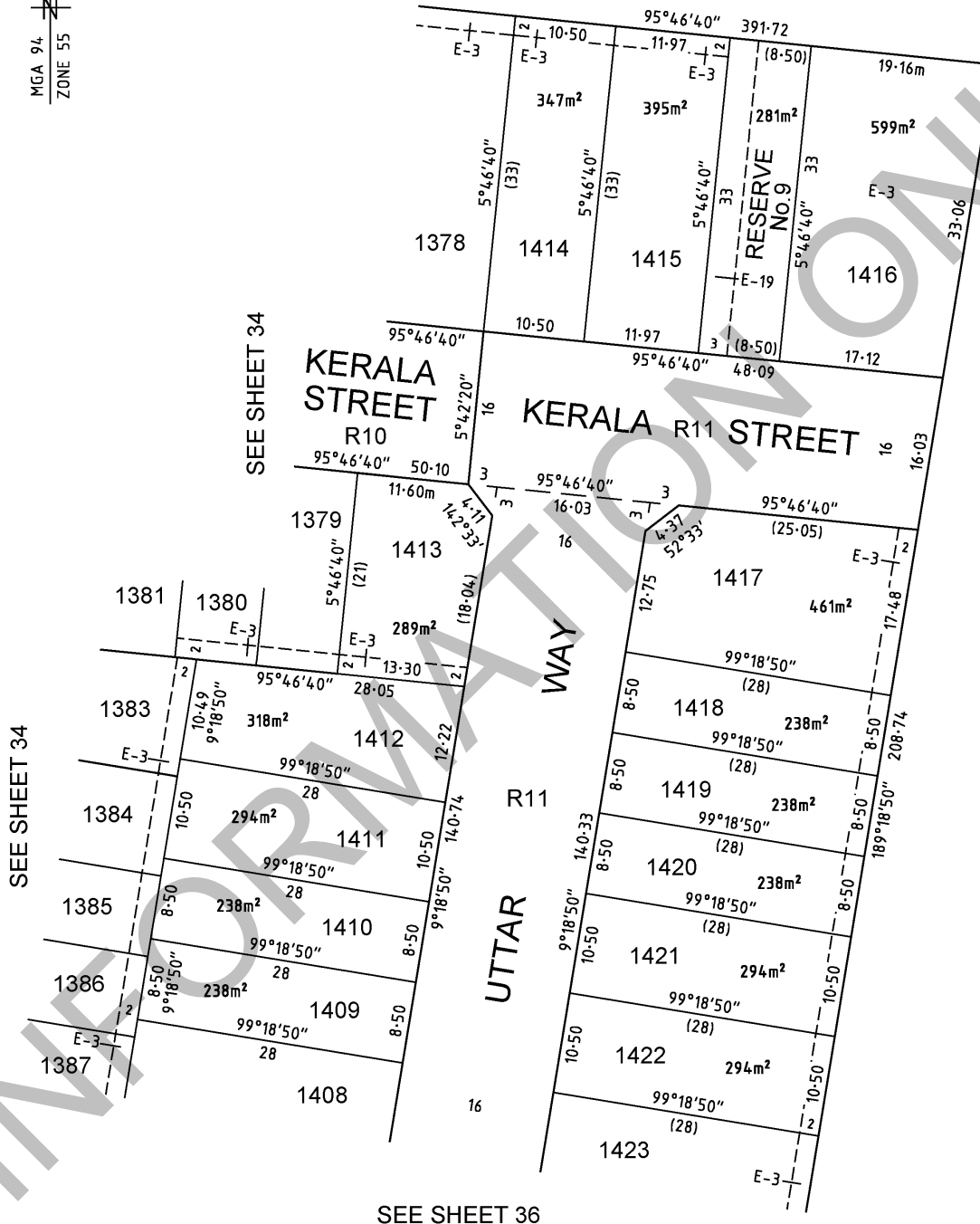
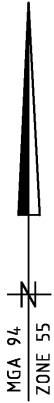
SCALE 1:500

 LENGTHS ARE IN METRES

ROHAN BAKKER
 VERSION L(LUV)

ORIGINAL SHEET SIZE: A3
 SHEET 36

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M



SEE SHEET 34

SEE SHEET 34

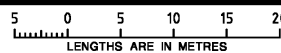
SEE SHEET 36



0783SCP4 VER L(LUV).DWG MW/SB

Member of the Surbana Jurong Group
REF 0783cP4

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 37

ROHAN BAKKER

VERSION L(LUV)

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to be Benefited: Lots 801 to 899, 8101 to 8147, 901 to 955, 1001 to 1050, 1101 to 1199, 11101 to 11107, 1201 to 1248, 1250 to 1288, 1301 to 1398 and 1401 to 1430 (all inclusive) on this plan.

Land to be Burdened: Lots 801 to 899, 8101 to 8147, 901 to 955, 1001 to 1050, 1101 to 1199 and 11101 to 11107, 1201 to 1248, 1250 to 1288, 1301 to 1398 and 1401 to 1430 (all inclusive) on this plan.

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision and any heirs, executors, administrators and transferees shall not (without the written consent of Goldfields Living RB Pty Ltd ("Goldfields") or in all other instances with the written consent of each and every registered proprietor of a benefiting lot on the plan of subdivision) at any time on the said lot or any part or parts thereof:

- (a) build or cause to be built or allow to be built or allow to remain a dwelling house or any other improvements; or
- (b) carry out or cause to be carried out or allow to be carried out,

any building or construction works on the lot without applicable plans and specifications (including finishes schedules) being first prepared and submitted to and approved by Goldfields as complying with the Bridgefield Design Guidelines approved under PA2017/5712 a copy of which can be obtained from Goldfields, and then only in compliance with any condition (consistent with any restrictions, controls or guidelines affecting the lot) imposed by Goldfields.

Expiry

The restriction shall cease to burden Lots 801 to 899, 8101 to 8147, 901 to 955, 1001 to 1050, 1101 to 1199 and 11101 to 11107, 1201 to 1248, 1250 to 1288, 1301 to 1398 (all inclusive) on the Plan of Subdivision with effect from 1st January 2030.

The restriction shall cease to burden Lots 1401 to 1430 (all inclusive) on the Plan of Subdivision with effect from 1st January 2032.

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is created.

Table of land burdened and land benefited:

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
803	802, 804, 826
804	803, 805, 825
825	804, 824, 826
826	803, 825, 827
832	831, 833, 849
833	832, 834, 848
848	833, 847, 849
849	832, 848, 850
854	852, 853, 855
855	829, 852, 854, 856
857	858
858	857, 859
859	858, 860
860	859, 861
861	860, 862
862	861
869	870
870	869, 871
871	870, 872
872	871, 873
873	872, 874
874	873
875	876
876	875, 877
877	876, 878
878	877, 879
879	878, 880
880	879
883	882, 884, 890
884	883, 885, 889
889	884, 888, 890
890	883, 889, 891

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
8102	899, 8101, 8103
8105	899, 8103, 8104, 8106
8106	898, 899, 8105, 8107
8107	897, 898, 8106, 8108
8108	896, 897, 8107, 8109
8109	895, 896, 8108, 8110
8110	894, 895, 8109, 8111
8111	893, 894, 8110, 8112
8124	8119, 8122, 8123, 8125
8125	8118, 8119, 8124, 8126
8128	8115, 8127, 8129
8129	8114, 8128, 8130
8131	8132, 8134
8132	8131, 8133, 8134
8133	8132, 8134
908	907, 909
909	908, 910
910	909, 911
911	910, 912
912	911, 913
913	912, 914
914	913, 915
915	914, 916
916	915, 917
917	916, 918
926	925, 927, 928
929	921, 922, 928, 930
930	920, 921, 929, 931
943	941, 942, 944
1001	1002
1002	1001, 1003
1003	1002, 1004

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
1004	1003, 1005
1005	1004, 1006
1006	1005, 1007
1007	1006
1008	1009, 1013, 1016, 1017, 1018, 1019
1009	1008, 1010, 1012
1010	1009, 1011, 1012
1012	1009, 1010, 1011, 1013
1013	1008, 1012, 1014, 1015, 1016
1014	1013, 1015
1015	1013, 1014, 1016
1016	1008, 1013, 1015, 1017
1017	1008, 1016, 1018
1018	1008, 1017, 1019
1020	1021, 1025
1022	1021, 1023, 1024
1026	1027
1027	1026, 1028
1028	1027, 1029
1029	1028, 1030
1030	1029, 1031
1031	1030
1033	1010, 1032, 1034
1034	1010, 1011, 1033, 1035
1035	1011, 1034, 1036
1041	1042, 1047
1042	1041, 1043, 1047, 1048
1043	1042, 1044, 1048
1044	1043, 1045, 1048
1045	1044, 1048, 1049
1047	1041, 1042, 1046, 1048
1049	1045, 1048, 1050
1050	1048, 1049

FOR CONTINUATION OF RESTRICTION B SEE SHEET 32



Member of the Surbana Jurong Group
REF 0783sCP4

ROHAN BAKKER

VERSION L(LUV)

ORIGINAL SHEET
SIZE: A3

SHEET 38

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

CREATION OF RESTRICTION B (cont.)

Upon registration of this plan the following restriction is created.
Table of land burdened and land benefited: (cont.)

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
1103	1102, 1104, 1142
1104	1103, 1105, 1141, 1142
1105	1104, 1106, 1140, 1141
1106	1105, 1107, 1139, 1140
1107	1106, 1108, 1139
1108	1107, 1109, 1138, 1139
1109	1108, 1110, 1137, 1138
1110	1109, 1111, 1136, 1137
1111	1110, 1112, 1136
1112	1111, 1113, 1135, 1136
1113	1112, 1114, 1134, 1135
1114	1113, 1134
1116	1115, 1117, 1132, 1133
1117	1116, 1118, 1131, 1132
1118	1117, 1119, 1130, 1131
1119	1118, 1120, 1129, 1130
1120	1119, 1121, 1128, 1129
1121	1120, 1122, 1127, 1128
1128	1120, 1121, 1127, 1129
1129	1119, 1120, 1128, 1130
1130	1118, 1119, 1129, 1131
1131	1117, 1118, 1130, 1132
1132	1116, 1117, 1131, 1133
1152	1151, 1153
1153	1151, 1152, 1154
1154	1151, 1153, 1155
1155	1154, 1156, 1157
1156	1155, 1157
1157	1151, 1155, 1156, 1158
1158	1150, 1151, 1157, 1159
1159	1149, 1150, 1158, 1160
1160	1148, 1149, 1159, 1161
1161	1147, 1148, 1160, 1162
1162	1146, 1147, 1161, 1163
1163	1146, 1162, 1164
1167	1166, 1168, 1181, 1182
1168	1167, 1169, 1180, 1181
1169	1168, 1170, 1179, 1180
1170	1169, 1171, 1178, 1179
1171	1170, 1172, 1177, 1178
1178	1170, 1171, 1177, 1179
1179	1169, 1170, 1178, 1180
1180	1168, 1169, 1179, 1181
1181	1167, 1168, 1180, 1182
1182	1166, 1167, 1181, 1183, 1184
1184	1165, 1166, 1182, 1183
1235	1234, 1236
1236	1235, 1237
1237	1236, 1238

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
1238	1237, 1239
1240	1239
1243	1242, 1244
1244	1243, 1245
1245	1244, 1246
1246	1245, 1247
1250	1251
1251	1250, 1252
1252	1251, 1253
1253	1252, 1254
1254	1253, 1255
1255	1254, 1256
1256	1255
1317	1316, 1318
1318	1316, 1317, 1319
1319	1316, 1318, 1320
1320	1319, 1321, 1323
1321	1320, 1322, 1323
1322	1321, 1323
1325	1313, 1314, 1324, 1326
1326	1312, 1313, 1325, 1327
1328	1311, 1327, 1329
1329	1310, 1311, 1328, 1330
1330	1309, 1310, 1329, 1331
1337	1336, 1338, 1364, 1365
1338	1337, 1339, 1363, 1364
1339	1338, 1340, 1362, 1363
1340	1339, 1341, 1361, 1362
1341	1340, 1342, 1360, 1361
1342	1341, 1343, 1359, 1360
1343	1342, 1344, 1358, 1359
1344	1343, 1345, 1357, 1358
1345	1344, 1346, 1356, 1357
1346	1345, 1347, 1355, 1356
1349	1348, 1350
1350	1348, 1349, 1351
1351	1348, 1350, 1352, 1354
1352	1351, 1353, 1354
1353	1352, 1354
1355	1346, 1347, 1354, 1356
1356	1345, 1346, 1355, 1357
1357	1344, 1345, 1356, 1358
1358	1343, 1344, 1357, 1359
1359	1342, 1343, 1358, 1360
1360	1341, 1342, 1359, 1361
1361	1340, 1341, 1360, 1362
1362	1339, 1340, 1361, 1363
1363	1338, 1339, 1362, 1364

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
1364	1337, 1338, 1363, 1365
1365	1336, 1337, 1364, 1366
1369	1367, 1368, 1370
1370	1369, 1371
1371	1370, 1372
1374	1373, 1375
1375	1374, 1376
1376	1375, 1377
1379	1380
1380	1379, 1381, 1383
1381	1380, 1382, 1383
1382	1381, 1383
1384	1383, 1385
1385	1384, 1386
1386	1385, 1387
1387	1386, 1388
1388	1387, 1389
1389	1388, 1390
1390	1389, 1391
1391	1390, 1392
1392	1391, 1393
1394	1393, 1395
1395	1393, 1394, 1396
1396	1393, 1395, 1397
1397	1396, 1398
1398	1397
1401	1402
1403	1402, 1404
1404	1403, 1405
1405	1404, 1406
1406	1405, 1407
1407	1406, 1408
1408	1407, 1409
1409	1408, 1410
1410	1409, 1411
1411	1410, 1412
1413	1412
1418	1417, 1419
1419	1418, 1420
1420	1419, 1421
1421	1420, 1422
1422	1421, 1423
1423	1422, 1424
1424	1423, 1425
1425	1424, 1426
1426	1425, 1427
1427	1426, 1428
1428	1427, 1429, 1430

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table 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 planning permit granted to construct a dwelling on the lot.

Expiry

This restriction shall cease to have effect after the issue of certificate of occupancy for the whole of the dwelling on the lot.



Member of the Surbana Jurong Group
REF 0783sCP4

0783SCP4 VER L(LUV).DWG MW/SB

ROHAN BAKKER

VERSION L(LUV)

ORIGINAL SHEET
SIZE: A3

SHEET 39

PLAN OF SUBDIVISION
Under Section 37 of the Subdivision Act 1988

PLAN NUMBER
PS806375M

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created.
Table of burdened and land benefited

BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN	BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN	BURDENED LOTS ON THIS PLAN	BENEFITING LOTS ON THIS PLAN
932	933	936	935, 937	951	948, 950, 952
933	932, 934	937	936, 938	952	939, 948, 951, 953
934	933, 935	938	937	953	939, 952, 954
935	934, 936	950	948, 949, 951	954	953, 955

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table as a lot subject to the 'Small Lot Housing Code (Type B)' 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 B)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

Expiry

This restriction shall cease to have effect after the issue of certificate of occupancy for the whole of the dwelling on the lot.

INFORMATION ONLY



Member of the Surbana Jurong Group
REF 0783sCP4

0783SCP4 VER L(LUV).DWG MW/SB

ROHAN BAKKER

VERSION L(LUV)

ORIGINAL SHEET
SIZE: A3

SHEET 40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

The land in PS806375M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 801 - 899, 901 - 955, 1001 - 1050, 1101 - 1199, 1201 - 1248, 1250 - 1288, 1304 - 1398, 1401 - 1430, 8101 - 8147, 11101 - 11107.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1339-1367 LEAKES ROAD ROCKBANK VIC 3335

PS806375M/S8 17/10/2023

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. AW429475V 09/01/2023

Additional Owners Corporation Information:

OC051299F 12/03/2021

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 819	100	100
Lot 820	100	100
Lot 821	100	100
Lot 822	100	100
Lot 823	100	100
Lot 824	100	100
Lot 825	100	100
Lot 826	100	100
Lot 827	100	100
Lot 828	100	100
Lot 829	100	100
Lot 830	100	100
Lot 831	100	100
Lot 832	100	100
Lot 833	100	100
Lot 834	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 835	100	100
Lot 836	100	100
Lot 837	100	100
Lot 838	100	100
Lot 839	100	100
Lot 840	100	100
Lot 841	100	100
Lot 842	100	100
Lot 843	100	100
Lot 844	100	100
Lot 845	100	100
Lot 846	100	100
Lot 847	100	100
Lot 848	100	100
Lot 849	100	100
Lot 850	100	100
Lot 851	100	100
Lot 852	100	100
Lot 853	100	100
Lot 854	100	100
Lot 855	100	100
Lot 856	100	100
Lot 857	100	100
Lot 858	100	100
Lot 859	100	100
Lot 860	100	100
Lot 861	100	100
Lot 862	100	100
Lot 863	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 864	100	100
Lot 865	100	100
Lot 866	100	100
Lot 867	100	100
Lot 868	100	100
Lot 869	100	100
Lot 870	100	100
Lot 871	100	100
Lot 872	100	100
Lot 873	100	100
Lot 874	100	100
Lot 875	100	100
Lot 876	100	100
Lot 877	100	100
Lot 878	100	100
Lot 879	100	100
Lot 880	100	100
Lot 881	100	100
Lot 882	100	100
Lot 883	100	100
Lot 884	100	100
Lot 885	100	100
Lot 886	100	100
Lot 887	100	100
Lot 888	100	100
Lot 889	100	100
Lot 890	100	100
Lot 891	100	100
Lot 892	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 893	100	100
Lot 894	100	100
Lot 895	100	100
Lot 896	100	100
Lot 897	100	100
Lot 898	100	100
Lot 899	100	100
Lot 901	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 923	100	100
Lot 924	100	100
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 929	100	100
Lot 930	100	100
Lot 931	100	100
Lot 932	100	100
Lot 933	100	100
Lot 934	100	100
Lot 935	100	100
Lot 936	100	100
Lot 937	100	100
Lot 938	100	100
Lot 939	100	100
Lot 940	100	100
Lot 941	100	100
Lot 942	100	100
Lot 943	100	100
Lot 944	100	100
Lot 945	100	100
Lot 946	100	100
Lot 947	100	100
Lot 948	100	100
Lot 949	100	100
Lot 950	100	100
Lot 951	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 952	100	100
Lot 953	100	100
Lot 954	100	100
Lot 955	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100
Lot 1013	100	100
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1019	100	100
Lot 1020	100	100
Lot 1021	100	100
Lot 1022	100	100
Lot 1023	100	100
Lot 1024	100	100
Lot 1025	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1026	100	100
Lot 1027	100	100
Lot 1028	100	100
Lot 1029	100	100
Lot 1030	100	100
Lot 1031	100	100
Lot 1032	100	100
Lot 1033	100	100
Lot 1034	100	100
Lot 1035	100	100
Lot 1036	100	100
Lot 1037	100	100
Lot 1038	100	100
Lot 1039	100	100
Lot 1040	100	100
Lot 1041	100	100
Lot 1042	100	100
Lot 1043	100	100
Lot 1044	100	100
Lot 1045	100	100
Lot 1046	100	100
Lot 1047	100	100
Lot 1048	100	100
Lot 1049	100	100
Lot 1050	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

**OWNERS CORPORATION 1
PLAN NO. PS806375M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100
Lot 1116	100	100
Lot 1117	100	100
Lot 1118	100	100
Lot 1119	100	100
Lot 1120	100	100
Lot 1121	100	100
Lot 1122	100	100
Lot 1123	100	100
Lot 1124	100	100
Lot 1125	100	100
Lot 1126	100	100
Lot 1127	100	100
Lot 1128	100	100
Lot 1129	100	100
Lot 1130	100	100
Lot 1131	100	100
Lot 1132	100	100
Lot 1133	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1134	100	100
Lot 1135	100	100
Lot 1136	100	100
Lot 1137	100	100
Lot 1138	100	100
Lot 1139	100	100
Lot 1140	100	100
Lot 1141	100	100
Lot 1142	100	100
Lot 1143	100	100
Lot 1144	100	100
Lot 1145	100	100
Lot 1146	100	100
Lot 1147	100	100
Lot 1148	100	100
Lot 1149	100	100
Lot 1150	100	100
Lot 1151	100	100
Lot 1152	100	100
Lot 1153	100	100
Lot 1154	100	100
Lot 1155	100	100
Lot 1156	100	100
Lot 1157	100	100
Lot 1158	100	100
Lot 1159	100	100
Lot 1160	100	100
Lot 1161	100	100
Lot 1162	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1163	100	100
Lot 1164	100	100
Lot 1165	100	100
Lot 1166	100	100
Lot 1167	100	100
Lot 1168	100	100
Lot 1169	100	100
Lot 1170	100	100
Lot 1171	100	100
Lot 1172	100	100
Lot 1173	100	100
Lot 1174	100	100
Lot 1175	100	100
Lot 1176	100	100
Lot 1177	100	100
Lot 1178	100	100
Lot 1179	100	100
Lot 1180	100	100
Lot 1181	100	100
Lot 1182	100	100
Lot 1183	100	100
Lot 1184	100	100
Lot 1185	100	100
Lot 1186	100	100
Lot 1187	100	100
Lot 1188	100	100
Lot 1189	100	100
Lot 1190	100	100
Lot 1191	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1192	100	100
Lot 1193	100	100
Lot 1194	100	100
Lot 1195	100	100
Lot 1196	100	100
Lot 1197	100	100
Lot 1198	100	100
Lot 1199	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100
Lot 1226	100	100
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1237	100	100
Lot 1238	100	100
Lot 1239	100	100
Lot 1240	100	100
Lot 1241	100	100
Lot 1242	100	100
Lot 1243	100	100
Lot 1244	100	100
Lot 1245	100	100
Lot 1246	100	100
Lot 1247	100	100
Lot 1248	100	100
Lot 1250	100	100
Lot 1251	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1252	100	100
Lot 1253	100	100
Lot 1254	100	100
Lot 1255	100	100
Lot 1256	100	100
Lot 1257	100	100
Lot 1258	100	100
Lot 1259	100	100
Lot 1260	100	100
Lot 1261	100	100
Lot 1262	100	100
Lot 1263	100	100
Lot 1264	100	100
Lot 1265	100	100
Lot 1266	100	100
Lot 1267	100	100
Lot 1268	100	100
Lot 1269	100	100
Lot 1270	100	100
Lot 1271	100	100
Lot 1272	100	100
Lot 1273	100	100
Lot 1274	100	100
Lot 1275	100	100
Lot 1276	100	100
Lot 1277	100	100
Lot 1278	100	100
Lot 1279	100	100
Lot 1280	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

**OWNERS CORPORATION 1
PLAN NO. PS806375M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1281	100	100
Lot 1282	100	100
Lot 1283	100	100
Lot 1284	100	100
Lot 1285	100	100
Lot 1286	100	100
Lot 1287	100	100
Lot 1288	100	100
Lot 1304	100	100
Lot 1305	100	100
Lot 1306	100	100
Lot 1307	100	100
Lot 1308	100	100
Lot 1309	100	100
Lot 1310	100	100
Lot 1311	100	100
Lot 1312	100	100
Lot 1313	100	100
Lot 1314	100	100
Lot 1315	100	100
Lot 1316	100	100
Lot 1317	100	100
Lot 1318	100	100
Lot 1319	100	100
Lot 1320	100	100
Lot 1321	100	100
Lot 1322	100	100
Lot 1323	100	100
Lot 1324	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1325	100	100
Lot 1326	100	100
Lot 1327	100	100
Lot 1328	100	100
Lot 1329	100	100
Lot 1330	100	100
Lot 1331	100	100
Lot 1332	100	100
Lot 1333	100	100
Lot 1334	100	100
Lot 1335	100	100
Lot 1336	100	100
Lot 1337	100	100
Lot 1338	100	100
Lot 1339	100	100
Lot 1340	100	100
Lot 1341	100	100
Lot 1342	100	100
Lot 1343	100	100
Lot 1344	100	100
Lot 1345	100	100
Lot 1346	100	100
Lot 1347	100	100
Lot 1348	100	100
Lot 1349	100	100
Lot 1350	100	100
Lot 1351	100	100
Lot 1352	100	100
Lot 1353	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1354	100	100
Lot 1355	100	100
Lot 1356	100	100
Lot 1357	100	100
Lot 1358	100	100
Lot 1359	100	100
Lot 1360	100	100
Lot 1361	100	100
Lot 1362	100	100
Lot 1363	100	100
Lot 1364	100	100
Lot 1365	100	100
Lot 1366	100	100
Lot 1367	100	100
Lot 1368	100	100
Lot 1369	100	100
Lot 1370	100	100
Lot 1371	100	100
Lot 1372	100	100
Lot 1373	100	100
Lot 1374	100	100
Lot 1375	100	100
Lot 1376	100	100
Lot 1377	100	100
Lot 1378	100	100
Lot 1379	100	100
Lot 1380	100	100
Lot 1381	100	100
Lot 1382	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

**OWNERS CORPORATION 1
PLAN NO. PS806375M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1383	100	100
Lot 1384	100	100
Lot 1385	100	100
Lot 1386	100	100
Lot 1387	100	100
Lot 1388	100	100
Lot 1389	100	100
Lot 1390	100	100
Lot 1391	100	100
Lot 1392	100	100
Lot 1393	100	100
Lot 1394	100	100
Lot 1395	100	100
Lot 1396	100	100
Lot 1397	100	100
Lot 1398	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100
Lot 1419	100	100
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

OWNERS CORPORATION 1
PLAN NO. PS806375M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/10/2025 11:18:16 AM

**OWNERS CORPORATION 1
PLAN NO. PS806375M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 11101	100	100
Lot 11102	100	100
Lot 11103	100	100
Lot 11104	100	100
Lot 11105	100	100
Lot 11106	100	100
Lot 11107	100	100
Total	56900.00	56900.00

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.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 14/10/2025 11:24:27 AM

Status	Registered	Dealing Number	AT089939V
Date and Time Lodged	20/03/2020 10:35:08 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 21905386

APPLICATION TO RECORD AN INSTRUMENT

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

FEE SIMPLE

Land Title Reference

9437/681
9437/682
9437/683
9472/269

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

State VIC
Postcode 3337

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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 MELTON CITY COUNCIL
Signer Name JAMIE ANDREW MCCALLUM
Signer Organisation THE LANTERN LEGAL GROUP PTY LTD
Signer Role LAW PRACTICE
Execution Date 20 MARCH 2020

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AT089939V
Number of Pages (excluding this cover sheet)	25
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

MELTON CITY COUNCIL
Council

- and -

GOLDFIELDS LIVING RB PTY LTD
ACN 154 859 891

in relation to land at:

**1211 LEAKES ROAD, ROCKBANK
1339-1365 LEAKES ROAD ROCKBANK
1367 LEAKES ROAD ROCKBANK
322-412 GREIGS ROAD ROCKBANK**

4AXS:21905386

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

This agreement is made the 28 day of February 2020

PARTIES:

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337
(Council)
2. **Goldfields Living RB Pty Ltd (ACN 154 859 891)** of Building 5, 1/658 Church Street, Richmond, 3121 (Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the DCP and for the purposes of Part 3B of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the DCP apply to the Land.
- R.5. The DCP sets out the contribution required from individual land owners within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- R.6. The DCP provides that if the collecting agency agrees in writing, infrastructure or land identified in the DCP may be provided by land owners developing land covered by the DCP in partial or complete satisfaction of its obligation to pay a contribution under the DCP.
- R.7. Council has issued the Permits for the Land. The Permits require the payment of the DIL component of the contribution under the DCP within the timeframe specified in the Permits unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
- R.8. Stages 1, 2, 3 and 4 of the subdivision allowed by the Permits have been completed. The DIL for Stages 1, 2, 3 and 4 has been paid to Council.
- R.9. The remaining Stages of the subdivision allowed by the Permits are not being completed in numerical order. The sequence of subdivision will relevantly be Stages 5, 5A, 6, 7, 4A, 4B, 4C, 4D, 2A, and 10A, followed by stages 8, 9, 10, 11, 12, 13, 14 and 14A unless otherwise approved by Council.
- R.10. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
 - a. satisfy the requirements of the Permits;
 - b. set out the obligations of the Owner to pay the DIL or, in lieu of payment, provide the land specified in this Agreement that the collecting agency has agreed to accept in full or partial satisfaction of the obligation to pay DIL on the terms set out in this Agreement; and
 - c. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.11. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987 (Vic)*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Council** means:
 - 1.3.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.3.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the DCP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.3.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the DCP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.4. **Credit** means a credit against the Owner's liability to pay the DIL fixed in the amount specified in Column C in Schedule 2 for a DCP Land Project, and not subject to any Indexation unless stated otherwise in Column C in Schedule 2.
- 1.5. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.6. **DCP** means the document identified in item 3 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.7. **DCP Land Project** means the provision of land identified in the DCP Land Project Table Schedule 2, which comprises such part of the land project included in the DCP and identified in Column A of Schedule 2 as described in Column B of Schedule 2.
- 1.8. **DIL** means the development infrastructure levy required to be paid in respect of the Land in accordance with the DCP.
- 1.9. **Endorsed Plans** means the plans endorsed under the Permits.
- 1.10. **GAIC** means the Growth Areas Infrastructure Charge under the Act.
- 1.11. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.12. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.13. **Indexation** has the meaning identified in clause 4.3 of the DCP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index

- 1.14. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.15. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the DCP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.16. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.17. **Net Developable Area** means the Net Developable Area of the Land as determined in accordance with the PSP.
- 1.18. **Open Space Land** means the Land for passive open space as shown on the Endorsed Plans to be provided by the Owner to Council.
- 1.19. **Overprovision Payment** means a reimbursement of the difference between the value of the open space contribution that the Owner is required to make with respect to the Land under clause 53.01 of the Planning Scheme, the PSP and the DCP and the value of the Open Space Land calculated in accordance with this Agreement.
- 1.20. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.21. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.22. **Permits** means the planning permits identified in item 4 of Schedule 1, which were issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.23. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.24. **Plan of Subdivision** means a plan which will, upon registration, subdivide all or part of the Land.
- 1.25. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.26. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.27. **Schedule** means a schedule to this Agreement.
- 1.28. **Schedule of Contributions** means the schedule of contributions submitted to and approved by Council under the Permits.
- 1.29. **Stage** is a reference to a stage of subdivision of the Permits as shown on an approved Plan of Subdivision or Endorsed Plan.

- 1.30. **Statement of Compliance** means a statement of compliance issued by Council under the Subdivision Act 1988.
- 1.31. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.32. **Valuation** means the annual valuation of the Land by a registered valuer engaged by Council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY DIL

3.1. Payment of DIL

The Parties agree:

- 3.1.1. Council has agreed to issue a Credit for the land comprising DCP project AR01A, which will be provided at Stage 10A;
- 3.1.2. The Owner must pay the DIL:
 - 3.1.2.1. for Stages 5, 5A, 6, 7, 4A, 4B, 4C, 4D, 2A, and 10A prior to the issue of a Statement of Compliance for Stage 10A, subject to the Owner's entitlement to a Credit under this Agreement; and

3.1.2.2. For Stage 8 and all subsequent Stages:

3.1.2.2.1. prior to the issue of a Statement of Compliance for any Stage; and

3.1.2.2.2. subject to the Owner's entitlement to a Credit under this Agreement.

3.2. Entitlement to a Credit

The parties agree that the Owner will be entitled to a Credit for a Stage if Council confirms in the Schedule of Contributions for that Stage:

- 3.2.1. there is an existing Credit in excess of the DIL liability for that Stage, in which event the Credit will be applied in accordance with clause 5 of this Agreement;
- 3.2.2. there is an existing Credit which is less than the DIL liability for that Stage, in which event the DIL liability for that Stage will be reduced by the amount of the Credit;
- 3.2.3. the land comprising a DCP Land Project will vest in Council upon the registration of the Plan of Subdivision for that Stage, in which event the DIL liability for that Stage will be reduced by the amount of Credit that will accrue upon the registration of the Plan of Subdivision for that Stage; or
- 3.2.4. there is a combination of the circumstances described above in clauses 3.2.1, 3.2.2 or 3.2.3.

4. DCP LAND PROJECTS

4.1. Provision of DCP Land Projects

The Owner agrees that it will transfer to or vest in Council each DCP Land Project within the relevant timeframe identified for the DCP Land Project in column D of Schedule 2 of this Agreement.

4.2. Condition of the land

The Owner agrees that any land transferred to or vested in Council in accordance with clause 4.1 must be:

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre); free from rock, debris and weeds; smoothly graded; and freely draining to the satisfaction of Council;
- 4.2.2. free of all encumbrances;
- 4.2.3. free from contamination;
- 4.2.4. have any liability for GAIC discharged prior to it being transferred to Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;

4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged; and

4.2.6. connected to services, where applicable;

unless otherwise agreed to in writing by Council.

4.3. Survival of liability clause

The Owner agrees that clause 4.2.4 survives the termination or ending of this Agreement.

4.4. No further compensation payable

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land transferred to Council for the DCP Land Project.

5. CREDIT

5.1. Issue of a Credit

5.1.1. Council agrees that it will issue the Owner with a Credit in relation to a DCP Land Project:

5.1.1.1. upon a Statement of Compliance issuing, where the land comprising the DCP Land Project will vest in Council on registration of the Plan of Subdivision to which the Statement of Compliance relates; or

5.1.1.2. once the land comprising the DCP Land Project has vested in or been transferred to Council,

whichever is earlier.

5.1.2. For the purposes of clause 5.2 and 5.3, the Credit includes any Credit that will be issued upon a Statement of Compliance issuing for the relevant Stage.

5.2. Application of the Credit

Council agrees that:

5.2.1. the Owner will not be required to make cash payments towards the Owner's obligation to pay DIL until any Credit has been exhausted as determined in accordance with clause 5.3; and

5.2.2. prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of DIL payable in relation to that Stage from any Credit.

5.3. Exhaustion of the Credit

When the amount of the DIL payable in relation to a Stage exceeds the amount of any Credit remaining:

- 5.3.1. Council must notify the Owner in writing that the Credit has been or will be exhausted;
- 5.3.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of DIL payable in relation to that Stage that exceeds the amount of any Credit remaining prior to the issue of the Statement of Compliance for that Stage; and
- 5.3.3. in relation to subsequent Stages, the Owner must pay the DIL in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further Credit is issued by Council.

5.4. Refund of Credit

Subject to receiving a written request for a refund of the Credit, Council agrees that within 120 days of the later of:

- 5.4.1. a Statement of Compliance being issued in respect of the final Stage; or
- 5.4.2. the transfer to or vesting in Council of the final DCP Land Project;

Council will provide a refund to the Owner of any remaining Credit owed to the Owner.

6. OPEN SPACE LAND

6.1. Requirement to provide Open Space Land

The Owner agrees that prior to the issue of a Statement of Compliance for any Stage or such later time as agreed to by Council in writing, the Owner must:

- 6.1.1. provide to Council any Open Space Land; and/or
- 6.1.2. pay to Council cash in lieu of the provision of open space;

as required under clause 53.01 of the Planning Scheme, the PSP and the DCP to ensure a public open space contribution in the percentage set out at item 10 of Schedule 1.

6.2. Overprovision of Open Space Land

The parties agree that where the Owner is providing an area of Open Space Land above the amount required under clause 53.01 of the Planning Scheme and in accordance with the PSP and the DCP:

- 6.2.1. the Owner is entitled to an Overprovision Payment; and
- 6.2.2. subject to receiving a written request for a refund, the Council will pay the Owner the Overprovision Payment within 120 days of the later of:
 - 6.2.2.1. the Open Space Land being vested in or transferred to Council; and
 - 6.2.2.2. a Statement of Compliance being issued in respect of the final Stage.

6.3. Overprovision payment

The parties agree that any Overprovision Payment to which the Owner is entitled to under clause 6.2 is the difference between:

- 6.3.1. the value of the Open Space Land determined in accordance with the PSP and the DCP at the time that the Open Space Land is vested in or transferred to Council; and
- 6.3.2. the total of the value of the public open space contribution required under clause 53.01 of the Planning Scheme and the PSP and the DCP for each Stage, with the value being determined for each Stage at the time that a Statement of Compliance is issued for that Stage.

6.4. **Obligation to provide Open Space Land fulfilled**

The parties agree that, upon complying with clause 6.1, the Owner has fulfilled its obligations under the Planning Scheme and the Permits in relation to the provision of open space.

7. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 7.1. it is the registered proprietor (or entitled to be so) of the Land;
- 7.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 7.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 7.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 7.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 7.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 7.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 7.5.3. the cancellation or alteration of this Agreement in the Register.
- 7.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 7.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 7.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 7.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all

documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

8. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 8.1. this Agreement relates only to infrastructure that is set out in the DCP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under DCP; and
- 8.2. compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

9. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

10. AMENDMENT

- 10.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 10.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

11. NO WAIVER

The Parties agree that:

- 11.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 11.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 11.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 11.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

12. NO FETTERING OF POWERS OF COUNCIL

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13. INTEREST ON OVERDUE MONEYS

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

14. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 14.1. not later than two business days after being deposited in the mail with postage prepaid;
- 14.2. when delivered by hand;
- 14.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or
- 14.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

15. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

16. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

17. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

18. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

20. GST

The Parties agree that:

- 20.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- 20.2. a supply under this Agreement of:
 - 20.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
 - 20.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
 - 20.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
 - 20.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
 - 20.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
 - 20.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);
- will be exempt from GST.
- 20.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 20.4. a Party is not obliged, under clause 20.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

21. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 21.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.

- 21.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 21.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
 - 21.2.2. where a clearance certificate is not provided in accordance with (a):
 - 21.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - 21.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
 - 21.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 21.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 21.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

22. COMMENCEMENT AND ENDING OF AGREEMENT

- 22.1. This Agreement will commence:
- 22.1.1. on the date that it bears; or
 - 22.1.2. if it bears no date, on the date it is recorded in the Register.
- 22.2. This Agreement will end:
- 22.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
 - 22.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

22.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

22.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

INFORMATION 910397 ONLY

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

Date:

SIGNED on behalf of MELTON CITY COUNCIL by ROBERT BAGGIO, MANAGER PLANNING SERVICES pursuant to an instrument of delegation authorised by a Council resolution dated 25 June 2018 in the presence of:

.....
Signature of delegate



.....
Witness

.....
Print name

Executed by Goldfields Living RB Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:



)
)
)
)
.....
Signature of Sole Director and Sole Company Secretary

.....
Marco Gattino

.....
Print full name

INFORMATION ONLY

MORTGAGEE CONSENT

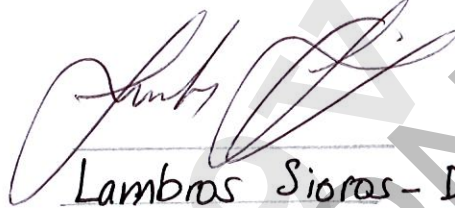
The Mortgagee identified in item 5 of Schedule 1 under the Instrument of Mortgage AR007974Y consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:



Andrew Vasarelli - Director

Executed for and on behalf of CVS Lane Funding 53 Pty Ltd



Lambros Sioros - Director

INFORMATION ONLY

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument of Mortgage AS505858Q consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: *20/02/2020*

Executed for and on behalf of Ark Asset Management Australia Ltd


Signature of Director

Adrian Lee Conway


Signature of Director

Jason Seymour

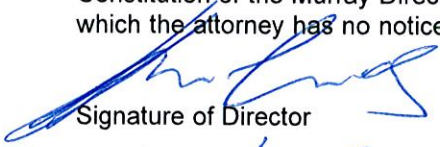
INFORMATION ONLY

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument of Mortgage AS505858Q consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: *20/02/2020*

Executed for and on behalf of **PRESTIGE WHOLESALE PTY LTD 008 125 611** by its duly authorised attorney **ARK Asset Management Australia Limited ACN 604 775 573** pursuant to a power of attorney contained in the Constitution of the Murray Direct Mortgage Fund dated 10 April 2000 of which the attorney has no notice of revocation.



Signature of Director

Sharon Lee Conway

Name of Director



Signature of Director / Company Secretary

Name of Director / Company Secretary

INFORMATION ONLY

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument of Mortgage AS505858Q consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: *20/02/2020*

Executed for and on behalf of **WILEM PTY LTD ACN 163 007 083** by its duly authorised attorney **ARK Asset Management Australia Limited ACN 604 775 573** pursuant to a power of attorney contained in the Constitution of the Murray Direct Mortgage Fund dated 10 April 2000 of which the attorney has no notice of revocation.

[Handwritten Signature]
Signature of Director

Sharon McConway
Name of Director

[Handwritten Signature]
Signature of Director / Company Secretary

Name of Director / Company Secretary

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument of Mortgage AS505858Q consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: *20/02/2020*

Executed for and on behalf of **BUD SUPERANNAUTION PTY LTD 627 600 506** by its duly authorised attorney ARK Asset Management Australia Limited ACN 604 775 573 pursuant to a power of attorney contained in the Constitution of the Murray Direct Mortgage Fund dated 10 April 2000 of which the attorney has no notice of revocation.


Signature of Director

Sharon Lee Connors
Name of Director


Signature of Director / Company Secretary

Name of Director / Company Secretary

INFORMATION ONLY

NO CONTENT

INFORMATION ONLY

NO CONTENT

INFORMATION ONLY

Schedule 1

Item 1 – Land	<p>Certificate of Title volume 09347 folio 683 - Lot 7 on Plan of Subdivision 137799</p> <p>Certificate of Title volume 09347 folio 681 - Lot 5 on Plan of Subdivision 137799</p> <p>Certificate of Title volume 09347 folio 682 - Lot 6 on Plan of Subdivision 137799</p> <p>Certificate of Title volume 09472 folio 269 - Lot 2 on Plan of Subdivision 140000</p>
Item 2 – Precinct Structure Plan	Rockbank Precinct Structure Plan, August 2016
Item 3 – Development Contributions Plan	Rockbank Development Contributions Plan, August 2016
Item 4 – Permits	<p>PA2016/5317</p> <p>PA2016/5451/2</p> <p>PA2017/5673</p> <p>PA2017/5712</p>
Item 5 – Mortgagee & Instrument/s of Mortgagee	<p>Mortgage AR007974Y as shown on Certificate of Title volume 09437 folio 683</p> <p>CVS Lane Funding 53 Pty Ltd</p> <p>Mortgage AS505858Q as shown on Certificate of Title volume 09472 folio 269</p> <p>Ark Asset Management Australia Ltd</p> <p>Prestige Wholesale Pty Ltd</p> <p>Wilem Pty Ltd</p> <p>Bud Superannuation Pty Ltd</p>
Item 6 – Caveator & Instrument of Caveat	N/A
Item 7 – Not used	Not used
Item 8 – Not used	Not used

Item 9 – Time for payment of DIL	NA
Item 10 – Amount of Open Space Payment	2.89% of the value of the Net Developable Area within each Stage

INFORMATION ONLY

Schedule 2

DCP LAND PROJECTS TABLE

A – DCP Project Number and Description	A1 – Total DCP Project Value	B – Extent of DCP Project	C – Credit	D – Timing for delivery
AR01A Rockbank East Sports Reserve (Rockbank East Community Hub) <i>Purchase of land within precinct to facilitate AR01B</i>	\$6,947,057.00	Part of Project	\$7,289,994.81	Prior to Statement of Compliance for Stage 10A
IT02A Intersection: Greigs Road and 'RB North South Road 1' <i>Purchase of land within precinct to facilitate IT02B (ultimate standard)</i>	\$77,375.00	Whole Project	\$168,000.00 subject to Indexation	Prior to Statement of Compliance for Stage 14



Application Number: 202113087

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BS-U 20159/6433422899103 09 June 2021

Issued to

Agent of Owner **Maybach Property Group Pty Ltd**
ACN / ARBN
Postal Address **Level 2, 577-579 Church Street Richmond** Postcode **3121**
Email **permits@maybachpg.com**
Address for serving or giving of documents: **Level 2, 577-579 Church Street Richmond** Postcode **3121**
Contact Person Telephone **8580 3300**

Ownership Details (if person issued with permit is not the owner)

Owner **Samuel James Stephenson**
ACN / ARBN
Postal Address **239 Cranbourne Road Frankston** Postcode **3199**
Email **permits@maybachpg.com**
Contact Person **Samuel James Stephenson** Telephone **0385803300**

Property Details [include title details as and if applicable]

Number **3** Street/Road **Fuchsia Drive** Suburb **Rockbank** Postcode **3335**
Lot/s **802** LP/PS **PS806375M** Volume **12290** Folio **678**
Crown allotment Section No Parish County
Municipal District **Melton City Council**

Builder

Name **Maybach Property Group Pty Ltd** Telephone **8580 3300**
Address **Level 2, 577-579 Church Street Richmond 3121**
*ACN/*ARBN:

*Building practitioner registration no: **DB-U 62242**

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Roy Jordan	Builder	DB-U 62242

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Tsz Ching Mok	engineer	EC- 33094

Details of Domestic Building Work Insurance

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

Insurance policy number : C613787

Insurance policy date : 03/06/2021

Details of Relevant Planning Permit

Planning Permit No: N/A

Date of grant of Planning Permit: N/A

Nature of Building Work

Description: **Construction of a detached Dwelling and Garage**

Storeys contains: **1**

Rise in storeys:

Effective height:

Type of construction: **Construction of Detached Dwelling and Garage**

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

Stage of Building Work Permitted:

Cost of Building Work: **\$285,432.00**

Total floor area of new building work in m2: **177**

Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Garage**

BCA Classification: **10a**

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

BORED PIERS

PRE-SLAB

STEEL REINFORCEMENT

FRAMEWORK

FINAL INSPECTION

Occupation or User 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 of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 09 June 2022

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 09 June 2023

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. Any building work done pursuant to this Building Permit shall comply with the Building Act 1993, the Building Regulations and the Building Code of Australia (as amended) and with any conditions or requirements imposed in accordance with the Act and/or regulations.
2. This Building Permit confirms that if the proposed building works is constructed in accordance with the permit, the works will comply or substantially comply with the regulation and the BCA a appropriate.
3. This Building Permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation.
4. Before building work is commenced any additional permits, licenses and/or consents must be obtained under other relevant Acts, regulations and / or Council by Laws etc.
5. The building work carried out under this Building Permit must be in accordance with the relevant Planning Permit. This Building Permit is not evidence of compliance with any requirements of any relevant Planning Scheme or Permit other than to confirm consistency as required by Section 24(1)(d) of the Act.
6. The building work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress in accordance with the regulations.
7. There must be no unauthorized encroachment of any part of the building work beyond the building alignment, title, or allotment boundary.
8. In the case of an owner builder pursuant to Section 137B of the Building Act 1993 an owner builder must not sell his or her building unless within six months before entering into the contract of sale he or she has obtained from a prescribed building practitioner and given to the purchaser a report containing such matters on the building as are required by the Minister by notice published in the Government Gazette.
9. The person who is in charge of the carrying out of building work must ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant Building Permit and the date of issue is displayed in accordance with the regulations.
10. The person in charge of the carrying out of the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
11. For a Building Permit to Demolish, the person who is in charge of demolition work must ensure that the Demolition Permit is displayed on the allotment specified in accordance with the regulations.
12. An owner of a building or land for which a Building Permit has been issued must notify the Relevant Building Surveyor (RBS) with 14 days of any change of name or address of the owner or building in accordance with the regulations. The penalty for non-compliance is 10 penalty units.
13. In accordance with section 33(1) of the Building Act 1993, the person that is named as the builder in a building permit issued for building work must ensure the relevant building surveyor is notified without delay of the completion of each mandatory notification stage of that work.
14. The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor. Any changes on site must be documented and approval by the building surveyor prior to inspection.
15. All wet areas are required to comply with Part 3.8.1 of the NCC/BCA & AS 3740. Be aware that the NCC/BCA & AS 3740 includes but is not limited to works that include unenclosed showers and unenclosed showers over the bath that will require a floor waste to the floor of that room, with the floor graded to the floor waste.
16. Surface drainage must be considered in the construction of this dwelling in accordance with Clause 5.6.3 of AS2870-2011. Surface drainage must be controlled from the start of construction and must be completed by the finish of construction prior to an occupancy permit being issued.

17. There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
18. Prior to booking a frame inspection, the builder must provide floor joist and floor beam computations, certification and layouts satisfactory to the relevant building surveyor.
19. Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
20. Sanitary Compartments- The door must open outward or be removable from the outside, or have 1.2m clear distance between the closet pan & doorway.
21. Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set–2006 Glass in buildings Set or AS2047–2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959– 2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
22. Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work as follows: roof plumbing, sanitary plumbing, drainage (below ground sewer), drainage (below ground stormwater), cold water plumbing, hot water plumbing, gasfitting.
23. Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
24. Prior to or with an application for an occupancy permit, the builder must provide an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia and a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.
25. The owner is to be responsible to ensure that the works comply with any covenant or Section 173 agreements on title.
26. This Building Permit only allows for all Mandatory Inspections and 1 Re-Inspections. Any additional inspections will be charged at a rate of \$165.00 each.
27. Bushfire prone area - Construction to comply with A.S. 3959-2009
28. Construction of the dwelling to be in compliance with NCC 2019 Clause 3.8.7.3 - flow rate and discharge from exhaust system, and NCC 2019 Clause 3.8.7.4 - Ventilation of roof spaces.
29. Note: Required by Regulation 41 a sign detailing the building practitioners registration numbers and contact details of both builder and building surveyor, the building permit number and the date of issue of the building permit must be displayed on site.
30. The relevant building surveyor may cause any building work to be demolished, opened or cut into or tested if this is reasonably required to facilitate the carrying out of an inspection for the purposes of this Act or the regulations.
31. The relevant building surveyor may cause building work for which a permit has been issued to be inspected at any time whether or not a mandatory notification stage has been completed.
32. A person who is carrying out building work for which a permit has been issued must stop carrying out that work or any part of that work on completion of a mandatory notification stage if directed to do so by the relevant building surveyor. \$1000.00 Fine
33. A person who is in charge of the carrying out of building work for which a permit has been issued must notify the relevant building surveyor without delay after completion of each mandatory notification stage of that work. Possible \$1000.00 Fine
34. ALL INSPECTIONS MUST BE BOOKED WITH THIS OFFICE 24 HOURS IN ADVANCE. PLEASE BE AWARE THAT NO SAME DAY INSPECTIONS WILL BE PERMITTED.
35. The dwelling is required to comply with the 6 star energy report. A letter is required at occupancy permit stage stating that all aspects the 6 star report have been complied with throughout

Relevant Building Surveyor

Name: **Vito Munafa**

Address: **Suite 1, 1-3 Albert Street, Blackburn, VIC, 3130**

Email: **adminnorth@northpointbs.com.au**

Building practitioner registration no.: **BS-U 20159**

Municipal district: **Melton City Council**



INFORMATION ONLY



northpoint building surveyors P/L

ACN 119 709 116

SURVEYORS, CONSULTANTS & INSPECTORS

Application Number: 202113087

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 3	Street/Road: Fuchsia Drive	Suburb: Rockbank	Postcode: 3335
Lot/s: 802	LP/PS: PS806375M	Volume: 12290	Folio: 678
Crown: allotment	Section: No	Parish:	County:
Municipal District: Melton City Council			

Building permit details

Building permit number: **BS-U 20159/6433422899103**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	Dwelling
Permitted use:	Residential
BCA Class of building:	1a(a)
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	N/A

Part of building to which permit applies:	Garage
Permitted use:	residential
BCA Class of building:	10a
Maximum permissible floor live load:	1.5KPa
Maximum number of people to be accommodated:	n/a

Storeys contained: **1**

Rise in storeys (for Class 2-9 buildings):

Effective height:

Type of construction: **Construction of Detached Dwelling and Garage**

Suitability for occupation

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

The building or part of a building to which this permit applies is suitable for occupation. This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2018.

Approved Inspections

- 1. BORED PIERS - 20/07/2021
- 2. PRE-SLAB - 27/07/2021
- 3. STEEL REINFORCEMENT - 29/07/2021
- 4. FRAMEWORK Re-Inspection - 19/08/2021
- 5. FINAL INSPECTION - 09/12/2021

Relevant building surveyor

Name: **Vito Munafo**
Address: **Suite 1, 1-3 Albert Street, Blackburn, VIC, 3130**
Email: **Vito@northpointbs.com.au**
Building practitioner registration no.: **BS-U 20159**
Municipal district name: **Melton City Council**
Occupancy Permit no. **BS-U 20159/6433422899103**
Date of issue: **19 January 2022**
Date of final inspection **9 December 2021**
Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Samuel James Stephenson**239 Cranbourne Rd
FRANKSTON
VIC 3199**

Policy Number:

C613787

Policy Inception Date:

03/06/2021

Builder Account Number:

003868

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **Lot 802 Fuchsia Drive Rockbank VIC 3335 Australia**Carried out by the builder: **MAYBACH PROPERTY GROUP PTY LTD**Builder ACN: **614191963**

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

For the building owner(s): **Samuel James Stephenson**Pursuant to a domestic building contract dated: **17/10/2020**For the contract price of: **\$ 285,432.00**Type of Cover: **Cover is only provided if MAYBACH PROPERTY GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

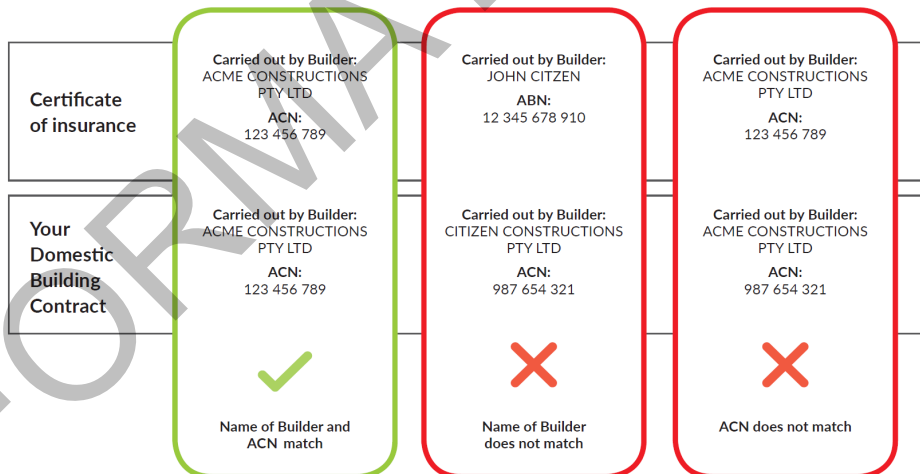
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$910.00
GST:	\$91.00
Stamp Duty:	\$100.10
Total:	\$1,101.10

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

Below are some example of what to look for



Owners Corporation Certificate

s.151(4)(a) Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No:	806375M
Address:	1339-1367 Leakes Road ROCKBANK VIC 3335
This certificate is issued for:	802
Postal address is:	3 Fuchsia Drive ROCKBANK VIC 3335
Applicant for the certificate is:	Samuel James Stephenson
Address for delivery of certificate:	Sam_Stephenson931@Hotmail.com
Date that the application was received:	16/10/2025

IMPORTANT:

The information in this certificate is issued on 16/10/2025. You should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot for the financial year 01 July 2025 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

The annual Administrative Fund contributions for Lot 802 are \$1,197.32 **per annum** commencing on 01/07/2025. Contributions for this plan are raised over 4 **periods** as shown in the table below:

Period	Amount	Due Date	Status
01/07/2025 to 30/09/2025	\$301.13	01/07/2025	Part Paid
01/10/2025 to 31/12/2025	\$301.13	01/10/2025	Due
01/01/2026 to 31/03/2026	\$297.53	01/01/2026	Not yet issued
01/04/2026 to 30/06/2026	\$297.53	01/04/2026	Not yet issued
TOTAL AMOUNT OVERDUE AS AT 16/10/2025: \$357.82			

Penalty if unpaid 10.00% per annum
Current Levy Year 01/07/2025 to 30/06/2026

- (b) The date to which the fees for the lot have been paid up to is: **30/06/2025**

The total of any unpaid fees or charges for the lot is: **Total Amount Owning: (c) + (d) = \$359.44**

Outstanding amounts are payable by BPAY:

Bill Code: 96503

DEFT Reference No: 27743011290000291536

(c) Administrative Fund	
Amount owing	\$357.82
Interest owing	\$1.62
Owner invoices owing	\$0.00
Total amount owing	\$359.44
 <i>Unallocated Fund</i>	
Amount owing	\$0.00
Interest owing	\$0.00
Owner invoices owing	\$0.00
Total amount owing	\$0.00
 <i>Maintenance Fund</i>	
Amount owing	\$0.00

Interest owing	\$0.00
Owner invoices owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: There are currently no special charges payable by Lot 802 that relate to work performed by the Owners Corporation or some other act that incurs special charge **None**.

Additional Works

- (f) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above
None scheduled at this date.

Insurance

- (i) The Owners Corporation has the following insurance cover:

Policy No: HU0006083909
Type: Strata
Broker: Aughtersons Insurance Brokers Pty Ltd
PO Box 427 RINGWOOD VIC 3134
Insurer: CHU Underwriting Agencies Pty Ltd
Premium: \$2,095.00
Paid on: 19/06/2025
Policy start date: 08/06/2025
Next due: 08/06/2026

Coverage	Insured Amount	Excess	Notes
Buildings Insurance	\$100,000.00	\$1,000.00	Common Area Cover Only
Common Area Contents	\$1,000.00	\$0.00	
Loss of Rent and Temp. Accommodation	\$15,000.00	\$0.00	
Liability to Others	\$20,000,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	\$200000/2000
Fidelity Guarantee	\$100,000.00	\$0.00	
Machinery Breakdown	\$1,000,000.00	\$0.00	
Government Audit Costs	\$25,000.00	\$0.00	
Appeal expenses - common property health & safety breaches	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000.00	\$0.00	

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act If so then provide the date of that resolution: **N/A**

Owners Corporation Funds

- (h) Funds held by Owners Corporation
The Owners Corporation holds the following as at 16/10/2025

Fund Name	Cash At Bank Balance
Administrative Fund	\$113,053.57
Total	\$116,964.45

Fund Name	Cash At Bank Balance
Maintenance Fund	\$0.00
Unallocated Fund	\$3,910.88
Total	\$116,964.45

Contingent Liabilities

- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above If so, then provide details: **Nil**

Common Property

- (j) Are there any current contracts, leases, licences or agreements affecting the common property If so, then provide details: **Refer to minutes of Inaugural Annual General Meeting held 26 February 2020.**

Engine Estates Management Pty Ltd-Contract of Appointment, Bridgefield Estate, Rockbank- Development Agreement, Bridgefield Estate Rockbank- Licence Agreement.

Service to Members

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public If so, then provide details: **Refer to minutes of Inaugural Annual General Meeting held 26 February 2020.**

Engine Estates Management Pty Ltd-Contract of Appointment.

Notices or Orders

- (l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied If so, then provide details: **Nil**

Legal Proceedings

- (m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings If so, then provide details: **Nil**

Manager

- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager If so, then provide details:

The manager is: **Engine Communities Management Pty Ltd**
Suite 201, 126 Wellington Parade
EAST MELBOURNE VIC 3002
Telephone: 03 9235 9900

Administrator

- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator **Nil**

Attached Documents

- (p) Documents required to be attached to the Owners Corporation certificate are:
- . A copy of the minutes of the last annual general meeting of the Owners Corporation
 - . A copy of the consolidated rules registered at Land Victoria
 - . A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

IMPORTANT: This certificate is issued on the following basis:

1. You should obtain a new certificate for current information prior to settlement.
2. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
3. The information is subject to change without notice.
4. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under \Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
5. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

Engine Property Group Pty Ltd
PO Box 589
East Melbourne VIC 8002

Requests for Certificate/s must be accompanied by a cheque payable to: **Engine Property Group Pty Ltd**
Schedule of rates is available on application to: reception@enginepropertygroup.com.au

Phone: **03 9235 9900**

Date of Issue: **16/10/2025**

This Owners Corporation certificate was prepared by:

Lwazi Mpinda

Lwazi Mpinda
Manager
As the Delegate of the Owners Corporation



INFORMATION ONLY

**MINUTES OF THE FIRST ANNUAL GENERAL MEETING
OWNERS CORPORATION NO 1 PLAN NO: 806375M
S8, S9 & S10
1339-1367 LEAKES ROAD, ROCKBANK
“BRIDGEFIELD ESTATE”**

The First Annual General Meeting of the Owners Corporation was held on Friday 11 June 2021 at Level 1, Building 5, 658 Church Street, Richmond commencing at 3.00 pm.

- 1. PRESENT & PROXIES:** Mr Marco Gattino of Goldfields Living RB Pty Ltd being the registered proprietor of all the land in the plan and the applicant for the registration of the plan.
- 2. CHAIRMAN:** Mr Marco Gattino was appointed to chair the meeting.

Ms Sharon Howard, Engine Estates Management Pty Ltd was also present.
- 3. REGISTRATION OF PLAN:** That the Owners Corporation noted the registration of the Plan of Subdivision Stage 8 occurring 12 March 2021, Stage 9 occurring 11 May 2021 and Stage 10 occurring 13 May 2021, and that Goldfields Living RB Pty Ltd (“the Owner”) is the registered proprietor of all the land in the plan.
- 4. WAIVER OF NOTICE:** It was resolved that the requirement of the Owners Corporations Act 2006 (“the Act”) to give at least 14 days notice of the meeting to each lot owner be waived.
- 5. SECTION 67 REQUIREMENTS:** The Owner, being the Applicant for registration of the plan, will provide to the Owners Corporation the various items as set out in Section 67 of the Act:
 - (a) the owners corporation register;
 - (b) any accounts or records made on behalf of the owners corporation;
 - (c) books to enable the owners corporation to keep the necessary minutes, accounts and other records;
 - (d) the maintenance plan (upon completion of Leisure Centre);
 - (e) a copy of the plan of subdivision and all related building plans, planning documents and other similar documents;
 - (f) a copy of the Act and the Owners Corporations Regulations 2018 (“Regulations”) and the

Subdivision Act 1988 and the Regulations under that Act;

- (g) any contracts, leases and licences binding on or benefiting the owners corporation;
- (h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the *Sale of Land Act* 1962;
- (i) the names of the companies, tradespeople or suppliers who provided a warranty or other guarantee on any matter for which the owners corporation is responsible and copies of those warranties and guarantees;
- (j) the common seal of the owners corporation.

6. SECTION 68 OBLIGATIONS:

It was noted the Owner is required to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under the Act whilst the Owners are the owners of the majority of the lots affected by the Owners Corporation and only until the end of the period of 5 years following the registration of the plan of subdivision.

7. COMMON SEAL:

It was resolved the common seal is adopted as the common seal of the Owners Corporation and that it only is affixed in accordance with Sections 20 and 21 of the Act.

8. MANAGER:

It was resolved that:-

- (a) Engine Estates Management Pty Ltd ABN No: 42 109 797 533 is appointed pursuant to Section 119 of the Act to be the Manager of the Owners Corporation;
- (b) The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment of Owners Corporation Manager ("Contract"), a copy of which is attached to the notice of meeting;
- (c) The delegation to the Manager is subject to the conditions and limitations in the Contract; and
- (d) The common seal of the Owners Corporation is affixed to the Contract.

9. BANK ACCOUNTS:

It was resolved that the Manager be authorised to open and operate a bank account or bank accounts for the Owners Corporation at a bank to be decided on by the Manager.

10. BUDGET:

It was resolved that upon completion of the Recreational Facilities or earlier as determined by the Manager, that the Manager prepare a budget to enable the Owners Corporation to set fees to cover general administration, maintenance & repairs, insurance, maintenance plan contributions and other recurrent obligations of the Owners Corporation.

11. FEES:

It was resolved:-

- (a) that fees set in accordance with Section 23(1) of the Act per unit of liability to commence on a date to be advised; and
- (b) that the fees be paid in advance in quarterly instalments;
- (c) that the fees apply to any new lots from the date of registration of the stage plan.

12. ABN/GST:

It was resolved the Owners Corporation:-

- (a) apply for ABN registration;
- (b) apply for GST registration.

13. COMMITTEE:

It was resolved to elect a Committee as soon as practicable.

14. INSURANCE:

That the Owners Corporation note that the following insurance policies are in place:

Insurance Company:	CHU
Policy Number:	CAH0009892
Premium:	\$1,725.74
Renewal Date:	08/06/2022
Excess:	\$300.00
Community Property:	\$100,000
Common Area Contents:	\$1,000
Common Area Community Income:	\$15,000
Public Liability Cover:	\$20,000,000
Voluntary Workers:	\$200,000
Office Bearers Liability:	\$1,000,000
Fidelity Guarantee:	\$100,000
Government Audit Costs:	\$25,000
Appeal Expenses:	\$100,000
Legal Defence Expenses:	\$50,000

That the Owners Corporation accepts that the above insurance complies with its obligations to take out insurance under Part 3 Division 6 of the Act and authorises the additional insurance involved in the above details.

That the Owner pay the initial insurance premium and recovers that premium as an adjustment item as each lot settles.

15. INSURANCE DISCLOSURE:

The Manager explained that when a Manager arranges and/or pays for the Owners Corporation insurance in accordance with the Owners Corporation's instructions he or she is providing a financial service under the Financial Services Reform Act ("FSRA").

The FSRA requires all providers of financial services to be licensed. Honan Insurance Group is licensed under the FSRA and authorizes Manager to act under its licence.

Manager made all appropriate disclosures relative to insurance commissions as required under the FSRA.

It was resolved that the Owners Corporation accept the financial services provided by the Manager and that Manager provide three (3) quotations to the Committee prior to renewal of the insurance policy in each policy year.

16. ADDRESS:

It was resolved the address of the Owners Corporation is C/- Engine Estates Management Pty Ltd P.O.Box 589 East Melbourne 8002 and that the Registrar is notified and that the Manager arrange for the erection and maintenance of a sign complying with Regulation 17.

17. ADDITIONAL RULES:

It was resolved that the Owners Corporation by Special Resolution pursuant to Section 138 of the Act make the Rules, Rules of Use and Design Guidelines attached to this notice. The Rules, Rules of Use and the Design Guidelines attached to this notice being the entire Rules, Rules of Use and Design Guidelines of the Owners Corporation and so that the model rules for an Owners Corporation in Schedule 2 to the Regulations do not apply to this Owners Corporation.

18. PENALTY INTEREST:

It was resolved to charge interest at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 on money owed by a member to the Owners Corporation one month after the due date for fees and charges set under Sections 23 and 24 of the Act and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest.

19. DEVELOPMENT AGREEMENT:

It was resolved that the Owners Corporation:-

Enter into a Development Agreement (copy of which is attached to the notice) and that the common seal of the Owners Corporation is affixed to that Development Agreement; and

Enter into a Licence for the purpose of the Development Agreement (Annexure B of the Development Agreement) and that the common seal of the Owners Corporation be affixed to that Licence.

20. RESOLUTION UNDER SECTION 82 OF THE ACT:

It was resolved that the appointment or removal of a Manager is a matter or type of matter that may be determined only by ordinary resolution of the Owners Corporation at a General Meeting.

21. PLAN OF SUBDIVISION:

It was resolved by the Owners Corporation by Unanimous Resolution within the meaning of Section 95 of the Owners Corporations Act 2006 to alter the Plan of Subdivision in any of the following ways:

- i. to purchase or otherwise obtain land for inclusion in or to become common property or which is or is to become a lot;
- ii. to alter the boundaries of any land affected by the owners corporation, whether or not the alteration results in an increase or decrease of the area of land affected by the owners corporation;
- iii. increase or reduce the number of lots affected by the owners corporation; or
- iv. create new lots or new common property; or
- v. create and name an owners corporation and specify the land to be land effected by that new

owners corporation and specify lot entitlement and lot liability in relation to that owners corporation,

pursuant to Sections 32(b) - (f) of the Subdivision Act 1988 as may be consistent with the quality and intent of the development and so that existing lots or common property which are not affected by the owners corporation may be incorporated into the Plan of Subdivision so that such lots or common property are effected by the owners corporation and that the owners corporation will do all such things and sign all such documents as are necessary to give affect to the alteration of the Plan of Subdivision and this Unanimous Resolution including but not limited to affixation of the owners corporation's seal in accordance with section 20 of the Owners Corporations Act 2006.

22. MANAGER'S DELEGATON

It was resolved that the Owners Corporation delegate to the Manager of the Owners Corporation under Section 11(2(b) of the Owners Corporations Act 2006 all powers or functions other than a power or function that requires a Unanimous Resolution, a Special Resolution or a Resolution at a General Meeting and the power of delegation itself, and to execute an instrument of delegation as evidence of this Resolution.



Marco Anthony Gattino
Chairperson
11 June 2021

**MINUTES OF THE FIRST ANNUAL GENERAL MEETING
OWNERS CORPORATION NO 1 PLAN NO: 806375M
S8, S9 & S10
1339-1367 LEAKES ROAD, ROCKBANK
“BRIDGEFIELD ESTATE”**

The First Annual General Meeting of the Owners Corporation was held on Friday 11 June 2021 at Level 1, Building 5, 658 Church Street, Richmond commencing at 3.00 pm.

- 1. PRESENT & PROXIES:** Mr Marco Gattino of Goldfields Living RB Pty Ltd being the registered proprietor of all the land in the plan and the applicant for the registration of the plan.
- 2. CHAIRMAN:** Mr Marco Gattino was appointed to chair the meeting.

Ms Sharon Howard, Engine Estates Management Pty Ltd was also present.
- 3. REGISTRATION OF PLAN:** That the Owners Corporation noted the registration of the Plan of Subdivision Stage 8 occurring 12 March 2021, Stage 9 occurring 11 May 2021 and Stage 10 occurring 13 May 2021, and that Goldfields Living RB Pty Ltd (“the Owner”) is the registered proprietor of all the land in the plan.
- 4. WAIVER OF NOTICE:** It was resolved that the requirement of the Owners Corporations Act 2006 (“the Act”) to give at least 14 days notice of the meeting to each lot owner be waived.
- 5. SECTION 67 REQUIREMENTS:** The Owner, being the Applicant for registration of the plan, will provide to the Owners Corporation the various items as set out in Section 67 of the Act:
 - (a) the owners corporation register;
 - (b) any accounts or records made on behalf of the owners corporation;
 - (c) books to enable the owners corporation to keep the necessary minutes, accounts and other records;
 - (d) the maintenance plan (upon completion of Leisure Centre);
 - (e) a copy of the plan of subdivision and all related building plans, planning documents and other similar documents;
 - (f) a copy of the Act and the Owners Corporations Regulations 2018 (“Regulations”) and the

Subdivision Act 1988 and the Regulations under that Act;

- (g) any contracts, leases and licences binding on or benefiting the owners corporation;
- (h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the *Sale of Land Act* 1962;
- (i) the names of the companies, tradespeople or suppliers who provided a warranty or other guarantee on any matter for which the owners corporation is responsible and copies of those warranties and guarantees;
- (j) the common seal of the owners corporation.

6. SECTION 68 OBLIGATIONS:

It was noted the Owner is required to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under the Act whilst the Owners are the owners of the majority of the lots affected by the Owners Corporation and only until the end of the period of 5 years following the registration of the plan of subdivision.

7. COMMON SEAL:

It was resolved the common seal is adopted as the common seal of the Owners Corporation and that it only is affixed in accordance with Sections 20 and 21 of the Act.

8. MANAGER:

It was resolved that:-

- (a) Engine Estates Management Pty Ltd ABN No: 42 109 797 533 is appointed pursuant to Section 119 of the Act to be the Manager of the Owners Corporation;
- (b) The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment of Owners Corporation Manager ("Contract"), a copy of which is attached to the notice of meeting;
- (c) The delegation to the Manager is subject to the conditions and limitations in the Contract; and
- (d) The common seal of the Owners Corporation is affixed to the Contract.

9. BANK ACCOUNTS:

It was resolved that the Manager be authorised to open and operate a bank account or bank accounts for the Owners Corporation at a bank to be decided on by the Manager.

10. BUDGET: It was resolved that upon completion of the Recreational Facilities or earlier as determined by the Manager, that the Manager prepare a budget to enable the Owners Corporation to set fees to cover general administration, maintenance & repairs, insurance, maintenance plan contributions and other recurrent obligations of the Owners Corporation.

11. FEES: It was resolved:-
(a) that fees set in accordance with Section 23(1) of the Act per unit of liability to commence on a date to be advised; and
(b) that the fees be paid in advance in quarterly instalments;
(c) that the fees apply to any new lots from the date of registration of the stage plan.

12. ABN/GST: It was resolved the Owners Corporation:-
(a) apply for ABN registration;
(b) apply for GST registration.

13. COMMITTEE: It was resolved to elect a Committee as soon as practicable.

14. INSURANCE: That the Owners Corporation note that the following insurance policies are in place:

Insurance Company:	CHU
Policy Number:	CAH0009892
Premium:	\$1,725.74
Renewal Date:	08/06/2022
Excess:	\$300.00
Community Property:	\$100,000
Common Area Contents:	\$1,000
Common Area Community Income:	\$15,000
Public Liability Cover:	\$20,000,000
Voluntary Workers:	\$200,000
Office Bearers Liability:	\$1,000,000
Fidelity Guarantee:	\$100,000
Government Audit Costs:	\$25,000
Appeal Expenses:	\$100,000
Legal Defence Expenses:	\$50,000

That the Owners Corporation accepts that the above insurance complies with its obligations to take out insurance under Part 3 Division 6 of the Act and authorises the additional insurance involved in the above details.

That the Owner pay the initial insurance premium and recovers that premium as an adjustment item as each lot settles.

15. INSURANCE DISCLOSURE:

The Manager explained that when a Manager arranges and/or pays for the Owners Corporation insurance in accordance with the Owners Corporation's instructions he or she is providing a financial service under the Financial Services Reform Act ("FSRA").

The FSRA requires all providers of financial services to be licensed. Honan Insurance Group is licensed under the FSRA and authorizes Manager to act under its licence.

Manager made all appropriate disclosures relative to insurance commissions as required under the FSRA.

It was resolved that the Owners Corporation accept the financial services provided by the Manager and that Manager provide three (3) quotations to the Committee prior to renewal of the insurance policy in each policy year.

16. ADDRESS:

It was resolved the address of the Owners Corporation is C/- Engine Estates Management Pty Ltd P.O.Box 589 East Melbourne 8002 and that the Registrar is notified and that the Manager arrange for the erection and maintenance of a sign complying with Regulation 17.

17. ADDITIONAL RULES:

It was resolved that the Owners Corporation by Special Resolution pursuant to Section 138 of the Act make the Rules, Rules of Use and Design Guidelines attached to this notice. The Rules, Rules of Use and the Design Guidelines attached to this notice being the entire Rules, Rules of Use and Design Guidelines of the Owners Corporation and so that the model rules for an Owners Corporation in Schedule 2 to the Regulations do not apply to this Owners Corporation.

18. PENALTY INTEREST:

It was resolved to charge interest at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 on money owed by a member to the Owners Corporation one month after the due date for fees and charges set under Sections 23 and 24 of the Act and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest.

19. DEVELOPMENT AGREEMENT:

It was resolved that the Owners Corporation:-

Enter into a Development Agreement (copy of which is attached to the notice) and that the common seal of the Owners Corporation is affixed to that Development Agreement; and

Enter into a Licence for the purpose of the Development Agreement (Annexure B of the Development Agreement) and that the common seal of the Owners Corporation be affixed to that Licence.

20. RESOLUTION UNDER SECTION 82 OF THE ACT:

It was resolved that the appointment or removal of a Manager is a matter or type of matter that may be determined only by ordinary resolution of the Owners Corporation at a General Meeting.

21. PLAN OF SUBDIVISION:

It was resolved by the Owners Corporation by Unanimous Resolution within the meaning of Section 95 of the Owners Corporations Act 2006 to alter the Plan of Subdivision in any of the following ways:

- i. to purchase or otherwise obtain land for inclusion in or to become common property or which is or is to become a lot;
- ii. to alter the boundaries of any land affected by the owners corporation, whether or not the alteration results in an increase or decrease of the area of land affected by the owners corporation;
- iii. increase or reduce the number of lots affected by the owners corporation; or
- iv. create new lots or new common property; or
- v. create and name an owners corporation and specify the land to be land effected by that new

owners corporation and specify lot entitlement and lot liability in relation to that owners corporation,

pursuant to Sections 32(b) - (f) of the Subdivision Act 1988 as may be consistent with the quality and intent of the development and so that existing lots or common property which are not affected by the owners corporation may be incorporated into the Plan of Subdivision so that such lots or common property are effected by the owners corporation and that the owners corporation will do all such things and sign all such documents as are necessary to give affect to the alteration of the Plan of Subdivision and this Unanimous Resolution including but not limited to affixation of the owners corporation's seal in accordance with section 20 of the Owners Corporations Act 2006.

22. MANAGER'S DELEGATON

It was resolved that the Owners Corporation delegate to the Manager of the Owners Corporation under Section 11(2(b) of the Owners Corporations Act 2006 all powers or functions other than a power or function that requires a Unanimous Resolution, a Special Resolution or a Resolution at a General Meeting and the power of delegation itself, and to execute an instrument of delegation as evidence of this Resolution.



Marco Anthony Gattino
Chairperson
11 June 2021



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006083909
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	08/06/2025 to 08/06/2026 at 4:00pm
Plan Number	806375M
The Insured	OWNERS CORPORATION PLAN NO. PS - 806375M
Situation	1339-1365 LEAKES ROAD ROCKBANK VIC 3335

Policies Selected

Policy 1 – Insured Property

Building: \$100,000
Common Area Contents: \$1,000
Loss of Rent & Temporary Accommodation (total payable): \$15,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

15/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Bridgefield.

Design
Guidelines
Stages 8-10

INFORMATION ONLY

April
2019

Contents

1.0	Introduction	2
1.1	Vision	2
1.2	Purpose	2
1.3	Operation	2
1.4	Construction of Your Home	3
1.5	Bridgefield Approval Process	3
1.6	Authority Approval Process	3
2.0	Siting and Orientation	5
2.1	Building Envelopes and Setbacks	5
3.0	Built Form	6
3.1	Architectural Style	6
3.2	Façade Design	7
3.3	Materials & Colours	7
3.4	Dwelling Size	8
3.5	Corner Allotments	8
3.6	Roofs	8
3.7	Garages	9
4.0	External Considerations	10
4.1	Access & Driveways	10
4.2	Fences	10
4.3	Water Saving Initiatives	12
4.4	Letterboxes	12
4.5	General	12
4.6	NBN Broadband Network	12
4.7	Lanscaping	13
4.8	Esd/Sustainability	14
5.0	Application Form	15

1.1 Vision

Welcome to Bridgefield, Rockbank an exclusive estate in the western suburbs of Melbourne.

Build your dream home and lifestyle just a short train ride from Melbourne's CBD.

1.2 Purpose

The principal aim of these Design Guidelines is to create a coherent vision for the Bridgefield community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Bridgefield are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape.

The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the development.

1.3 Operation

The Design Assessment Panel ("DAP") will comprise an Architect and a representative of the developer. The makeup of the panel may be varied. However, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP in relation to these Guidelines prior to seeking a Planning Permit (if required) and a Building Permit. The design guidelines may be amended from time to time at the Developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals.

Applications will be assessed against (and must comply with) the current version of the design guidelines. The final decision regarding all aspects of the design guidelines will be at the discretion of the DAP. The DAP also reserve the right to waive or vary any requirement of the design guidelines.

1.4 Construction Of Your Home

Building works are to commence within 12 months of settlement. Incomplete building works must not be left for more than 3 months without being continued and all building works must be completed within twelve months of their commencement.

1.5 Bridgefield Approval Process

1. Purchase Your Land

2. Design Your Dwelling

In accordance with:

- Design Guidelines & covenants
- Rescode
- Local Council requirements
- Victorian Building Code
- All other relevant authority requirements

3. Submit Plans For Developers Approval

Non-compliant submissions must be amended and re-submitted to the DAP.

4. Receive Developers Approval

Any changes made to the approved design must be submitted to the DAP for re-assessment.

1.6 Authority Approval Process

5. Building Permit

A Building Permit must be obtained from your Building Surveyor or Local Council.

6. Begin Construction

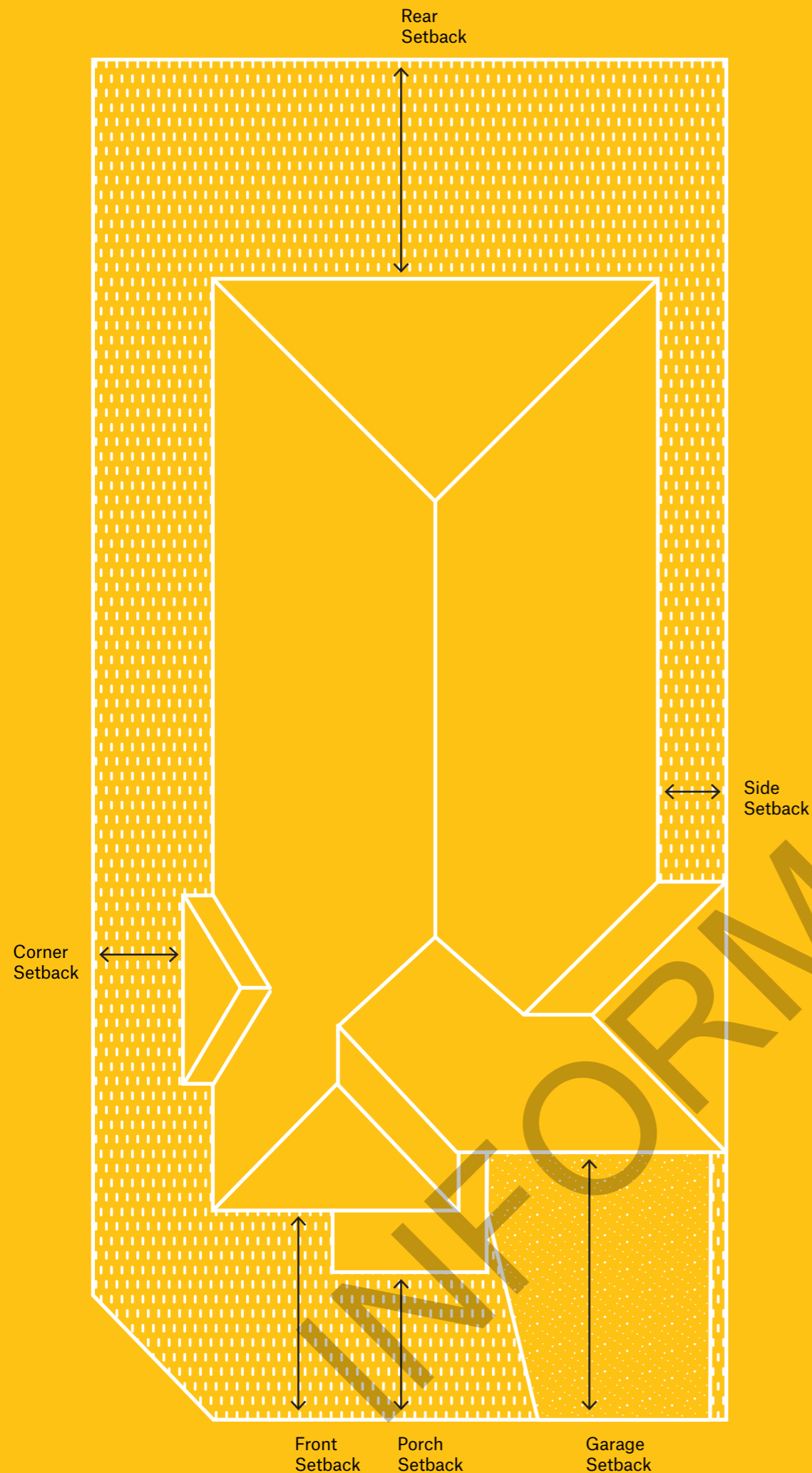
You must comply with Local Council requirements along with the Design Guidelines & Covenants during all phases of construction.

7. Complete Construction

Certificate of Occupancy must be obtained from the Building Surveyor prior to occupancy.

8. Extensions & Outbuildings

Any proposed extensions or outbuildings which were not included within the original submission to the DAP require approval & may also require relevant authority approval. It is the responsibility of the applicant to ensure the full approval process is followed.



2.0 Siting & Orientation

2.1 Setbacks

All setbacks must comply with the Building Envelope.

Where a setback requirement is not specified by the Building Envelope, the Building Regulations 2006 must be complied with.

2.1.1 Standard Lots -The following applies to lots that are 300sqm or more:

- Dwellings on lots above 300sqm must have a minimum front setback of 4 metres and a minimum rear setback of 2 metres.
- Porches, verandahs and porticos less than 3.6m in height may encroach up to 1.5metres into the minimum front setback.
- Garages are to be set back a minimum of 5.4m from the principal street frontage and be located behind the predominant wall of the dwelling.
- For dwellings on lots with frontages of less than 20 metres a minimum 1m setback must be maintained from 1 side boundary.
- For dwellings on lots with frontages of 20 metres and greater (except corner lots), all side boundary setbacks including that of garages must be a minimum of 1 metre.
- Eaves, facias, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services may encroach no more than 0.5 metres into the setback around the whole dwelling excluding garage walls on the boundary.

The construction of two dwellings on a lot is strongly discouraged unless they are on corner allotments of 600sqm or above, subject to planning permit approval by Melton City Council.

2.1.2 Small Lots- The following applies to Small Lots (Less than 300sqm):

For lots within the estate that are less than 300sqm, the Small Lot Housing Code (SLHC) is relevant. The SLHC was introduced in 2011 in order to encourage the development of smaller houses, despite the need to provide a building envelope and planning application.

Where the house meets the relevant house design and SLHC standards, there is no need for a planning permit.

For more information about the SLHC, please go to:
<https://vpa.vic.gov.au/strategy-guidelines/small-lot-housing-code/>

2.1.3 Corner Lots- The following applies to Corner Lots:

- Dwellings on corner lots must be setback to a minimum of 2 metres from the secondary street frontage.
- Where facing the secondary street frontage, the garage must be setback a minimum of 5.0 metres from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the lot boundary but are not permitted adjacent to boundaries abutting public open space (except where the frontage exceeds 20m where a minimum 1meter setback is required).

2.1.4 Dual Occupancy

- Dual occupancies will only be considered on corner lots greater than 600m2, subject to Planning Permit Approval by Melton City Council.

3.1 Architectural Style

A variety of architectural styles are encouraged and permitted, however, each design will be assessed on its merit by the DAP. Integration with the wider streetscape shall be considered, specifically in relation to the built form and façade detailing of traditional proposals. Front facades must sufficiently address the street - large areas of blank or unarticulated walls will not be permitted.

Details to be considered include:

- An entry feature such as a porch
- Window configurations and positions
- Articulation of the floor plan and roof line
- The choice of external materials and colours
- Articulation between the ground and first floor for double storey dwellings.

A dwelling must avoid replicating an identical or overly similar façade of a dwelling within 3 lots in either direction on the same side of the street, or within 3 lots on the opposite side of the street.

Example 3 houses separation



- Red lot denotes a façade that has already been approved by the DAP.
- You cannot have a similar or identical façade to the Red lot if you are building on a Pink lot

3.2 Facade Design

Front entries must be clearly visible from the street and should include protruding elements such as a verandah to reinforce the dwellings sense of address.

Habitable rooms should be located on the primary facade to provide a clear view to the primary streetscape.

Lightweight materials (i.e. fibre cement sheet) are not permitted above garage doors, windows or doors on front elevations or side elevations facing a road or reserve unless it is integral to the design of the dwelling.

Articulate building facades along both primary and secondary frontages through the use of openings, balconies, variation of materials, recessed and projected elements on ground and upper floors. This will reduce the overall mass of the proposed dwelling.

3.3 Materials & Colours

External walls must be constructed from at least 25% brick or rendered finish.

The front facade must contain at least 2 of the following contrasting materials; with the 2nd material to comprise at least 25% (excludes windows/openings/roof):

- Face brick
- Render
- Stone
- Weatherboards or other composite cladding material
- Tiles
- Other materials may be permitted at the discretion of the DAP

Materials and finishes such as galvanised metal, raw fibre cement sheet, raw zincalume, reflective glazing and stained glass are not permitted.

Bright or fluorescent colours are not supported, unless they are deemed complimentary to the design and palette of the dwelling.

All ancillary items such as balconies, posts, verandahs, porticos, pergolas, balustrades, down pipes and gutters and other minor architectural detailing items must be of a similar colour to one of the selected facade colours.



3.4 Dwelling Size

Dwellings must comply with the following minimum sizes (excluding garages, porches, verandahs, balconies and alfresco areas):

- 130 square metres in the case of a lot having an area of 500 square metres or greater; or
- 110 square metres in the case of a lot having an area of less than 500 square metres.
- A maximum building height of 11m and no more than 3 storeys.

All dwellings are required to ensure all ceiling and building heights comply with Clause 54 or 55 of the Melton Planning Scheme.

3.5 Corner Allotments

Dwellings must address both the primary and secondary street frontages and be of a consistent architectural design. Corner dwellings should include a habitable room with a clear view to secondary streetscapes.

Design elements (such as verandahs, detailing, feature windows & materials) used on the primary frontage must continue on the part of the secondary frontage that is visible from the public realm (not concealed by boundary fencing).

Large areas of flat or blank walls to street or reserve elevations will not be permitted.

Fences must be a minimum of 4 meters from the front façade and a habitable room window provided on the secondary frontage for positive surveillance.

3.6 Roofs

Roof forms must be generally pitched with some flat elements permitted where box guttering is hidden from the street view.

All roofs must include minimum 450mm eaves to the front facade. Corner lot dwellings must also include eaves to the secondary facade. Eaves must return along the adjoining elevation and continue to the first habitable window or for a distance of at least 3.0m, whichever is lesser.

If a dwelling incorporates pitched (gabled/hipped) roofs, the roof pitch must be a minimum of 22 degrees.

If a dwelling incorporates skillion roofs, the roof pitch must be at least 10 degrees.

The final decision regarding roof design will be at the discretion of the DAP.

3.7 Garages

Double garages must be provided on lots with a frontage of 12m or greater.

For lots with a frontage of 12m to 14m, the maximum width allowable for the garage door is 5.5m. Lots with a frontage exceeding 14m may have a wider garage door, provided it does not exceed 40% of the width of the lot.

For lots with a frontage of less than 12m the maximum garage width must not exceed 40% of the width of the lot.

For two storey dwellings, garages that exceed 40% of the width of the frontage are discouraged. Notwithstanding, they will only be permitted where balconies or windows are provided above the garage.

Triple garages are strongly discouraged. Notwithstanding, they will only be permitted on lots with primary frontages 18m and above, or on corner lots with primary frontages 20m or above. Triple garages must comprise either one double and one single garage element, or three single garage elements with a column/pillar dividing at least two of the elements.

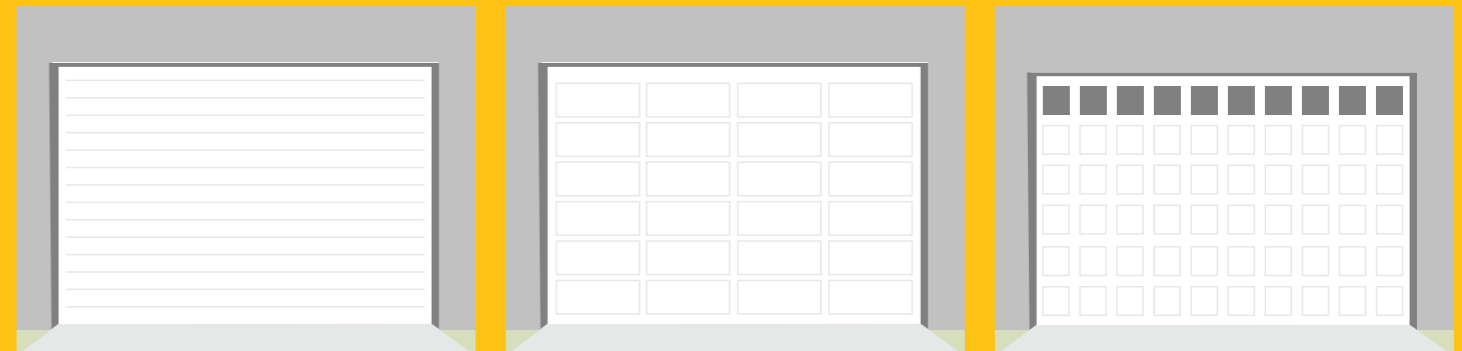
For corner dwellings, garages must not be located on the corner where the primary and secondary frontages meet.

For lots with frontages less than 8.5m that are not rear loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

The architectural character of the garage should adopt the same roofline as the dwelling.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated facade. Roller doors are not permitted to the street frontage.

Example garage door types



4.1 Access & Driveways

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or exposed aggregate. Natural concrete is not permitted. All driveways must be completed prior to the occupation of the home.

Examples of permitted driveway finishes:



4.2 Fences

Boundary fencing must be constructed from capped timber palings with a plinth and exposed posts (125mm X 75mm), to a height of 1.8m and must not extend past the front façade.

Fencing must return from side boundaries at 90 degrees to abut the dwelling. Where applicable, this 'wing fencing' must be setback to allow access to meter boxes and at least 1.0m behind the front façade. Gates may also be included where required. All wing fences and gates must be constructed to match the boundary fencing, or from a complimentary timber style, such as merbau slats.

Fencing to corner boundaries must be setback at least 4.0m behind the front façade.

The boundary fencing described above must be constructed prior to occupation of the home.

Front Fences

Fencing must also be constructed along the front boundary.

Front fencing shall be at least 30% transparent (not a solid mass) and not exceed a height of 1.2m. Note: a 1m height limit shall apply where applicable for corner lot proposals in accordance with Council's planning scheme and Part 4 of the Building Regulations 2006. Low masonry walls not exceeding 0.9m in height which complement the facade of the building may be permitted.

On corner lots, the front fence must continue along the secondary frontage to abut the timber corner fencing.

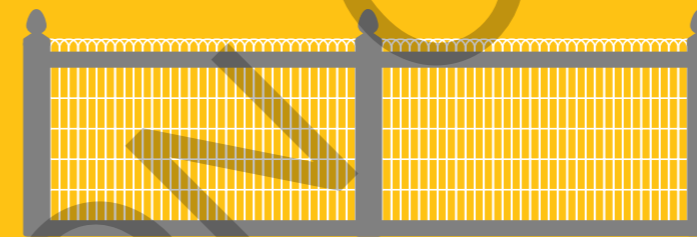
Front fencing design must generally be in accordance with the example images below. Alternatives will be assessed on merit by the DAP.

Please note that the front fencing information above refers only to fencing along the front boundary. Fencing must also be constructed along the side boundaries in the front yard, however, this fencing must be constructed from capped timber palings with a plinth and exposed posts (125mm X 75mm), to a height matching the front fence (eg 1.2m maximum). These fences must abut the fencing along the front boundary, continuing along the side boundary to connect to the 1.8m-2.0m high side boundary fencing with a raked (diagonal) transition.

Front fencing and the connecting timber fences must be constructed within 3 months from the date of the Certificate of Occupancy.

You must obtain a front fence approval from the DAP prior to undertaking works.

Examples



A: Heritage Woven Wire



B: Contemporary Pillar



C: Flat Top Picket Fence



D: Cable Railings

4.3 Water Saving Initiatives

All homes within the estate must implement water saving devices into their properties. Rainwater tanks with a minimum size of 2,000L plumed to toilets are mandatory for all dwellings. Larger rain water tank sizes are encouraged where appropriate.

4.4 Letter Boxes

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.

4.5 General

Air-Conditioning Units must be positioned so that they are not visible from the main frontage of the dwelling where possible. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridge-line towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.

Satellite dishes, television antennae, clotheslines, hot water services, evaporative units must be located away from direct view lines from the street or public realm.

Roof mounted building services must be located away from the streetscape or appropriately concealed by a parapet or roof structure that is a part of the overall dwelling design.

Rainwater Tanks must be not visible from the street frontage. Water tanks must be located behind the main street address of the dwelling, and appropriately screened by front or side fencing, subject to the appropriate regulatory requirements.

No external Plumbing to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

Meter boxes and gas meters shall be located in the least visually obtrusive location from public view.

Commercial Vehicles with a carrying capacity of 2 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

Advertising Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale as a House and land package only.
- No signage is allowed for the resale of vacant land.

Garbage bins that are to be stored to the front of the property, should be screened from view from the public realm by an integrated enclosure, screen or fencing appropriate to the design of the dwelling.

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge height of 3 metres and a maximum floor area of 9 square metres. It is the responsibility of the purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements. All sheds are to be erected with a muted/earthy tone colorbond material.

Detached garages, sheds or ancillary storage of boats, caravans or alike must not be visible from the public realm; and must also be of an appropriate size and colour and positioned to minimize visibility from the street and adjoining properties.

Carports may be permitted at the discretion of the DAP. The DAP will consider factors such as the proposed size, location, materials, finish and potential impact on neighbouring properties. Carports must be submitted to the DAP for approval.

Internal Window Furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

North facing solar panels should follow the roof pitch to minimize visibility from the street.

4.6 NBN Broadband Network

Bridgefield is part of Australia's NBN Broadband Network. In your newly-built home, both your Internet and landline phone services will be delivered over the nbn™ network, giving you access to fast and reliable broadband services for decades to come.

The nbn™ network is a state of the art communications network that opens up a world of possibilities across areas such as education, business and entertainment. It gives Australians the opportunity to be more productive, more creative, more efficient and more connected.

Before you start enjoying all the benefits of the nbn™ network, there are a few steps you need to take during the construction of your new home:

STEP 1 - Conduit (Pipe) Installation

You must make sure your builder has installed a Lead-in Conduit using a nominal P20 White Telecommunications Conduit (23mm Internal Diameter) from the proposed external nbn™ utility box (located at the dwelling) to the property boundary. Your builder must then install an internal nominal P20 White Telecommunications Conduit from the external nbn™ utility box location to the internal nbn™ connection box.

An example of this is available on the nbn website nbn.com.au/industry/new-developments/new-developments-technical-guidelines.html.

STEP 2 - Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms

Talk to your builder about your preferences for voice and data ports now so they can mark these up on the building plans and provide a quote for any additional wiring work required. If you don't have a copy of your new home plans to work on, it's a good idea to draw a quick diagram of your house and port locations. Make sure you keep a copy for your records.

Questions to consider:

Data ports

- Where will you use home computers?
- Will you be considering smart kitchen appliances in the future that might require fixed or Wi-Fi Internet access?
- Where would be the best place to locate a wireless router for Wi-Fi devices?
- Are you planning to have a security or medical alarm system installed

that will need a hard-wired Internet connection and/or special wiring (e.g. Mode 3 phone cabling)?

- Where will you want to place TVs to use Internet TV services and other Internet connected devices like gaming consoles?

Voice ports

- Where will you want to have fixed-line connections?
- Will you need a phone line in your study or home office?
- Do you have a medical alarm service that will need a fixed phone line?
- Will you have a security alarm that will need a fixed phone line and/or special wiring (e.g. Mode 3 phone cabling)?

4.7 Landscaping Front/Side Landscape Area

Front gardens should be planted with a minimum of one canopy tree per standard residential lot frontage combined with lower scale planting.

Impermeable hard surface materials must not exceed 40% of the front garden area including the driveway and front path.

A minimum soft scape area of 60% of the total front garden area is to be installed. The soft scape should consist of turf, garden beds and permeable surface materials including decorative stone aggregate or pebbles.

At least 30% of the soft scape area must consist of planted garden bed.

Do not use prohibited invasive weed species. Further information can be found at: www.environment.vic.gov.au/invasive-plants-and-animals/weed-risk-ratings

Landscape Materials

Grass lawn (pre-grown turf) must be a warm season turf variety. The lawn should be maintained and regularly edged to present neatly. Grass is to be installed on a minimum 100mm depth of suitable topsoil.

Minimum 200mm depth of suitable topsoil is to be installed to all garden bed areas. Garden bed areas are to include an 80mm depth of mulch to retain moisture within the soil and suppress weed growth.

Plant Species

All plants are to be selected from the plant species list derived from Council's Landscape Design Guidelines. Plant species to be used in front gardens are to be hardy, appropriate to the site and have reasonable drought tolerance to reduce the need for irrigation.

4.0 External Considerations (Cont'd)

4.8 ESD/Sustainability

Energy Efficiency & Lighting

All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant rating tools such as Green Star (GBCA), NABERS and AccuRate.

It is encouraged that all internal light fittings such as down lights, pendants, wall mounts etc. allow or compact fluorescents or LED. External light fittings must not result in excessive light spill.

Passive Design

Locate living spaces to the north of the dwelling to facilitate solar access in winter months.

Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc. to prevent summer solar access.

Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.

If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

5.0 Application Form

Bridgefieldliving.com.au

PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP WITH YOUR SUBMISSION DOCUMENTS FOR APPROVAL TO:

Post: **Bridgefield DAP**
339 Ferrars Street
Albert Park VIC 3206

or Email
bridgefield@sheltonfinnis.com.au

Allotment Details

Lot Number Street

Owner details

Name

Mailing Address

Contact

Phone Number Email

Builder Details

Company

Contact Person

Mailing Address

Phone Number Email

Correspondence to be sent to (please tick one) Owner Builder/Draftsman

Attachments

- Site plan (1:200) Elevations (1:100)
 Floor plan/s (1:100) Schedule of external colours and materials

Note: If submitted via the post, plans must be A3. If submitted via email, all documents must be in PDF format

INFORMATION ONLY

INFORMATION ONLY



Oliver Hume
03 9684 8135

Bridgefieldliving.com.au

Developed by



Goldfields

Plans, illustrations and images are depictions for presentation purposes and are indicative only and believed to be correct at the time of printing. This should not be relied upon by purchasers, as no warranty or representation is given or to be construed. Areas and dimensions are subject to survey and proposed facilities are subject to regulatory approval and change without notice. This does not form part of any contract and purchasers should review the contract carefully, make their own inquiries and obtain independent advice before proceeding.

Bridgefield.

Design
Guidelines
Stages 11-14



September
2020

Contents

1.0	Introduction	2
1.1	Vision	2
1.2	Purpose	2
1.3	Operation	2
1.4	Construction of Your Home	3
1.5	Bridgefield Approval Process	3
1.6	Authority Approval Process	3
2.0	Siting and Orientation	4
2.1	Building Envelopes and Setbacks	4
3.0	Built Form	6
3.1	Architectural Style	6
3.2	Façade Design	7
3.3	Materials & Colours	7
3.4	Dwelling Size	8
3.5	Corner Allotments	8
3.6	Roofs	8
3.7	Garages	9
4.0	External Considerations	10
4.1	Access & Driveways	10
4.2	Fences	10
4.3	Water Saving Initiatives	12
4.4	Letterboxes	12
4.5	General	12
4.6	NBN Broadband Network	12
4.7	Lanscaping	13
4.8	Esd/Sustainability	14
5.0	Application Form	15

1.1 Vision

Welcome to Bridgefield, Rockbank an exclusive estate in the western suburbs of Melbourne.

Build your dream home and lifestyle just a short train ride from Melbourne's CBD.

1.2 Purpose

The principal aim of these Design Guidelines is to create a coherent vision for the Bridgefield community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Bridgefield are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape.

The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the development.

1.3 Operation

The Design Assessment Panel ("DAP") will comprise an Architect and a representative of the developer. The makeup of the panel may be varied. However, the panel will always include at least one Architect member.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP in relation to these Guidelines prior to seeking a Planning Permit (if required) and a Building Permit. The design guidelines may be amended from time to time at the Developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals.

Applications will be assessed against (and must comply with) the current version of the design guidelines. The final decision regarding all aspects of the design guidelines will be at the discretion of the DAP. The DAP also reserve the right to waive or vary any requirement of the design guidelines.

1.4 Construction Of Your Home

Building works are to commence within 12 months of settlement. Incomplete building works must not be left for more than 3 months without being continued and all building works must be completed within twelve months of their commencement.

1.5 Bridgefield Approval Process

1. Purchase Your Land

2. Design Your Dwelling

In accordance with:

- Design Guidelines & covenants
- Rescode
- Local Council requirements
- Victorian Building Code
- All other relevant authority requirements

3. Submit Plans For Developers Approval

Non-compliant submissions must be amended and re-submitted to the DAP.

4. Receive Developers Approval

Any changes made to the approved design must be submitted to the DAP for re-assessment.

1.6 Authority Approval Process

5. Building Permit

A Building Permit must be obtained from your Building Surveyor or Local Council.

6. Begin Construction

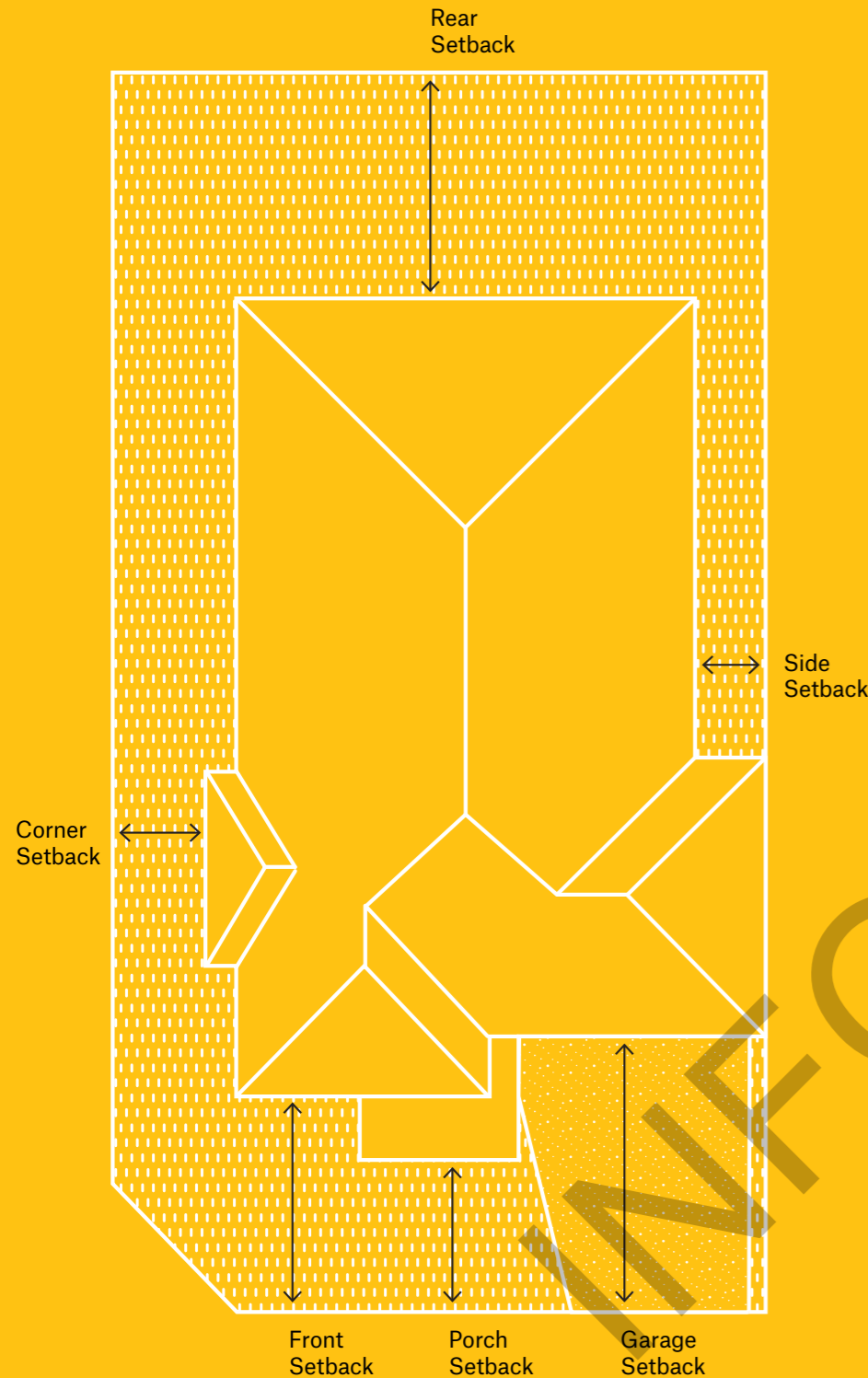
You must comply with Local Council requirements along with the Design Guidelines & Covenants during all phases of construction.

7. Complete Construction

Certificate of Occupancy must be obtained from the Building Surveyor prior to occupancy.

8. Extensions & Outbuildings

Any proposed extensions or outbuildings which were not included within the original submission to the DAP require approval & may also require relevant authority approval. It is the responsibility of the applicant to ensure the full approval process is followed.



2.1 Setbacks

All setbacks must comply with the Building Envelope shown in these Design Guidelines and the setback distances specified in Section 2.1.1.

Where a setback requirement is not specified in these Design Guidelines, the Building Regulations 2006 must be complied with.

2.1.1 Standard Lots (300sqm or greater)

The following applies to lots that are 300sqm or more:

- Dwellings on lots above 300sqm must have a minimum front setback of 4 metres and a minimum rear setback of 2 metres, except for the following allotments which must be provided with a minimum front setback of 3 metres:

- Lot 1102.
- Lot 1115.
- Lot 1122.
- Lot 1127.
- Lot 1133.
- Lots 1141-1142.
- Lot 1164.
- Lot 1177.
- Lot 1325.
- Lots 1335-1337.
- Lot 1348.
- Lot 1378.
- Lot 1385.
- Lot 1399.

- Porches, verandahs and porticos less than 3.6m in height may encroach up to 1.5metres into the minimum front setback.

- Garages are to be set back a minimum of 5.4m from the principal street frontage and be located behind the predominant wall of the dwelling.

- For dwellings on lots with frontages of less than 20 metres a minimum 1m setback must be maintained from 1 side boundary.

- For dwellings on lots with frontages of 20 metres and greater (except corner lots), all side boundary setbacks including that of garages must be a minimum of 1 metre.

- Eaves, fascias, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services may encroach no more than 0.5 metres into the setback around the whole dwelling excluding garage walls on the boundary.

The construction of two dwellings on a lot is strongly discouraged unless they are on corner allotments of 600sqm or above, subject to planning permit approval by Melton City Council.

2.1.2 Small Lots (Less than 300sqm):

For lots within the estate that are less than 300sqm, the Small Lot Housing Code (SLHC) applies. The SLHC was introduced in 2011 to encourage the development of smaller houses and eliminates the need for a planning permit on lots less than 300sqm where a clear set of house design and siting standards are met.

The house design and siting standards include requirements for setbacks, building height, provision of car spaces and private open space, overlooking, overshadowing, building articulation and fences.

The small lot housing code applies to lots less than 300sqm in the Bridgefield Estate, hence where the dwelling design meets the relevant house design and SLHC standards, there is no need for a planning permit.

For more information, please go to: <https://vpa.vic.gov.au/strategy-guidelines/small-lot-housing-code/>

Despite the Standards contained in the SLHC, the following small lot housing code lots must be provided with a minimum front setback of 4 metres:

- Lots 1167-1171 (inclusive);
- Lot 1184;
- Lot 1293;
- Lots 1308-1309 (inclusive);
- Lots 1311-1313 (inclusive);
- Lots 1402-1404 (inclusive), &;
- Lots 1407-1409 (inclusive).

2.1.3 Corner Lots

- Dwellings on corner lots must be setback to a minimum of 2 metres from the secondary street frontage.

- Where facing the secondary street frontage, the garage must be setback a minimum of 5.0 metres from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the lot boundary but are not permitted adjacent to boundaries abutting public open space (except where the frontage exceeds 20m where a minimum 1meter setback is required).

2.1.4 Dual Occupancy

- Dual occupancies will only be considered on corner lots greater than 600m2, subject to Planning Permit Approval by Melton City Council.

3.1 Architectural Style

A variety of architectural styles are encouraged and permitted, however, each design will be assessed on its merit by the DAP. Integration with the wider streetscape shall be considered, specifically in relation to the built form and façade detailing of traditional proposals. Front facades must sufficiently address the street - large areas of blank or unarticulated walls will not be permitted.

Details to be considered include:

- An entry feature such as a porch
- Window configurations and positions
- Articulation of the floor plan and roof line
- The choice of external materials and colours
- Articulation between the ground and first floor for double storey dwellings.

A dwelling must avoid replicating an identical or overly similar façade of a dwelling within 3 lots in either direction on the same side of the street, or within 3 lots on the opposite side of the street.

Example 3 houses separation



- Red lot denotes a façade that has already been approved by the DAP.
- You cannot have a similar or identical façade to the Red lot if you are building on a Pink lot

3.2 Facade Design

Front entries must be clearly visible from the street and should include protruding elements such as a verandah to reinforce the dwellings sense of address.

Habitable rooms should be located on the primary facade to provide a clear view to the primary streetscape.

Lightweight materials (i.e. fibre cement sheet) are not permitted above garage doors, windows or doors on front elevations or side elevations facing a road or reserve unless it is integral to the design of the dwelling.

Articulate building facades along both primary and secondary frontages through the use of openings, balconies, variation of materials, recessed and projected elements on ground and upper floors. This will reduce the overall mass of the proposed dwelling.

3.3 Materials & Colours

External walls must be constructed from at least 25% brick or rendered finish.

The front facade must contain at least 2 of the following contrasting materials; with the 2nd material to comprise at least 25% (excludes windows/openings/roof):

- Face brick
- Render
- Stone
- Weatherboards or other composite cladding material
- Tiles
- Other materials may be permitted at the discretion of the DAP

Materials and finishes such as galvanised metal, raw fibre cement sheet, raw zincalume, reflective glazing and stained glass are not permitted.

Bright or fluorescent colours are not supported, unless they are deemed complimentary to the design and palette of the dwelling.

All ancillary items such as balconies, posts, verandahs, porticos, pergolas, balustrades, down pipes and gutters and other minor architectural detailing items must be of a similar colour to one of the selected facade colours.



3.4 Dwelling Size

Dwellings must comply with the following minimum sizes (excluding garages, porches, verandahs, balconies and alfresco areas):

- 130 square metres in the case of a lot having an area of 500 square metres or greater; or
- 110 square metres in the case of a lot having an area of less than 500 square metres.
- A maximum building height of 11m and no more than 3 storeys.

All dwellings are required to ensure all ceiling and building heights comply with Clause 54 or 55 of the Melton Planning Scheme.

3.5 Corner Allotments

Dwellings must address both the primary and secondary street frontages and be of a consistent architectural design. Corner dwellings should include a habitable room with a clear view to secondary streetscapes.

Design elements (such as verandahs, detailing, feature windows & materials) used on the primary frontage must continue on the part of the secondary frontage that is visible from the public realm (not concealed by boundary fencing).

Large areas of flat or blank walls to street or reserve elevations will not be permitted.

Fences must be a minimum of 4 meters from the front façade and a habitable room window provided on the secondary frontage for positive surveillance.

3.6 Roofs

Roof forms must be generally pitched with some flat elements permitted where box guttering is hidden from the street view.

All roofs must include minimum 450mm eaves to the front facade. Corner lot dwellings must also include eaves to the secondary facade. Eaves must return along the adjoining elevation and continue to the first habitable window or for a distance of at least 3.0m, whichever is lesser.

If a dwelling incorporates pitched (gabled/hipped) roofs, the roof pitch must be a minimum of 22 degrees.

If a dwelling incorporates skillion roofs, the roof pitch must be at least 10 degrees.

The final decision regarding roof design will be at the discretion of the DAP.

3.7 Garages

Double garages must be provided on lots with a frontage of 12m or greater.

For lots with a frontage of 12m to 14m, the maximum width allowable for the garage door is 5.5m. Lots with a frontage exceeding 14m may have a wider garage door, provided it does not exceed 40% of the width of the lot.

For lots with a frontage of less than 12m the maximum garage width must not exceed 40% of the width of the lot.

For two storey dwellings, garages that exceed 40% of the width of the frontage are discouraged. Notwithstanding, they will only be permitted where balconies or windows are provided above the garage.

Triple garages are strongly discouraged. Notwithstanding, they will only be permitted on lots with primary frontages 18m and above, or on corner lots with primary frontages 20m or above. Triple garages must comprise either one double and one single garage element, or three single garage elements with a column/pillar dividing at least two of the elements.

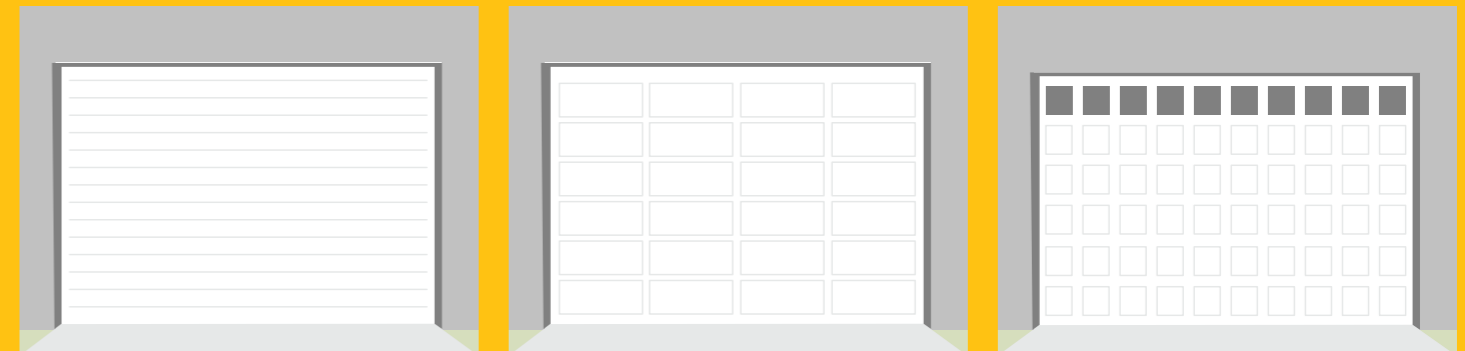
For corner dwellings, garages must not be located on the corner where the primary and secondary frontages meet.

For lots with frontages less than 8.5m that are not rear loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

The architectural character of the garage should adopt the same roofline as the dwelling.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated facade. Roller doors are not permitted to the street frontage.

Example garage door types



4.1 Access & Driveways

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or exposed aggregate. Natural concrete is not permitted. All driveways must be completed prior to the occupation of the home.

Examples of permitted driveway finishes:



4.2 Fences

Boundary fencing must be constructed from capped timber palings with a plinth and exposed posts (125mm X 75mm), to a height of 1.8m and must not extend past the front facade.

Fencing must return from side boundaries at 90 degrees to abut the dwelling. Where applicable, this 'wing fencing' must be setback to allow access to meter boxes and at least 1.0m behind the front facade. Gates may also be included where required. All wing fences and gates must be constructed to match the boundary fencing, or from a complimentary timber style, such as merbau slats.

Fencing to corner boundaries must be setback at least 4.0m behind the front façade.

The boundary fencing described above must be constructed prior to occupation of the home.

Front Fences

Fencing must also be constructed along the front boundary.

Front fencing shall be at least 30% transparent (not a solid mass) and not exceed a height of 1.2m. Note: a 1m height limit shall apply where applicable for corner lot proposals in accordance with Council's planning scheme and Part 4 of the Building Regulations 2006. Low masonry walls not exceeding 0.9m in height which complement the facade of the building may be permitted.

On corner lots, the front fence must continue along the secondary frontage to abut the timber corner fencing.

Front fencing design must generally be in accordance with the example images below. Alternatives will be assessed on merit by the DAP.

Please note that the front fencing information above refers only to fencing along the front boundary. Fencing must also be constructed along the side boundaries in the front yard, however, this fencing must be constructed from capped timber palings with a plinth and exposed posts (125mm X 75mm), to a height matching the front fence (eg 1.2m maximum). These fences must abut the fencing along the front boundary, continuing along the side boundary to connect to the 1.8m-2.0m high side boundary fencing with a raked (diagonal) transition.

Front fencing and the connecting timber fences must be constructed within 3 months from the date of the Certificate of Occupancy.

You must obtain a front fence approval from the DAP prior to undertaking works.

Examples



A: Heritage Woven Wire



B: Contemporary Pillar



C: Flat Top Picket Fence



D: Cable Railings

4.3 Water Saving Initiatives

All homes within the estate must implement water saving devices into their properties. Rainwater tanks with a minimum size as dictated by the following table plumed to toilets are mandatory for all dwellings. Larger rain water tank sizes are encouraged where appropriate.

Scenario	Rainwater Tank Size (KL)	Average Annual Harvesting Volume per Dwelling (KL)
1 (Lot Size 300m ²)	2	54.4
2 (Lot Size 301m ² to 350m ²)	2.5	37.1
3 (Lot Size >351m ²)	3	40.7

4.4 Letter Boxes

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to Certificate of Occupancy.

4.5 General

Air-Conditioning Units must be positioned so that they are not visible from the main frontage of the dwelling where possible. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridge-line towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.

Satellite dishes, television antennae, clotheslines, hot water services, evaporative units must be located away from direct view lines from the street or public realm.

Roof mounted building services must be located away from the streetscape or appropriately concealed by a parapet or roof structure that is a part of the overall dwelling design.

Rainwater Tanks must be not visible from the street frontage. Water tanks must be located behind the main street address of the dwelling, and appropriately screened by front or side fencing, subject to the appropriate regulatory requirements.

No external Plumbing to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

Meter boxes and gas meters shall be located in the least visually obtrusive location from public view.

Commercial Vehicles with a carrying capacity of 2 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

Advertising Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale as a House and land package only.
- No signage is allowed for the resale of vacant land.

Garbage bins that are to be stored to the front of the property, should be screened from view from the public realm by an integrated enclosure, screen or fencing appropriate to the design of the dwelling.

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4m, maximum ridge

height of 3 metres and a maximum floor area of 9 square metres. It is the responsibility of the purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements. All sheds are to be erected with a muted/earthy tone colorbond material.

Detached garages, sheds or ancillary storage of boats, caravans or alike must not be visible from the public realm; and must also be of an appropriate size and colour and positioned to minimize visibility from the street and adjoining properties.

Carports may be permitted at the discretion of the DAP. The DAP will consider factors such as the proposed size, location, materials, finish and potential impact on neighbouring properties. Carports must be submitted to the DAP for approval.

Internal Window Furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

North facing solar panels should follow the roof pitch to minimize visibility from the street.

4.6 NBN Broadband Network

Bridgefield is part of Australia's NBN Broadband Network. In your newly-built home, both your Internet and landline phone services will be delivered over the nbn™ network, giving you access to fast and reliable broadband services for decades to come.

The nbn™ network is a state of the art communications network that opens up a world of possibilities across areas such as education, business and entertainment. It gives Australians the opportunity to be more productive, more creative, more efficient and more connected.

Before you start enjoying all the benefits of the nbn™ network, there are a few steps you need to take during the construction of your new home:

STEP 1 - Conduit (Pipe) Installation

You must make sure your builder has installed a Lead-in Conduit using a nominal P20 White Telecommunications Conduit (23mm Internal Diameter) from the proposed external nbn™ utility box (located at the dwelling) to the property boundary. Your builder must then install an internal nominal P20 White Telecommunications Conduit from the external nbn™ utility box location to the internal nbn™ connection box.

An example of this is available on the nbn website nbn.com.au/industry/new-developments/new-developments-technical-guidelines.html.

STEP 2 - Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms

Talk to your builder about your preferences for voice and data ports now so they can mark these up on the building plans and provide a quote for any additional wiring work required. If you don't have a copy of your new home

plans to work on, it's a good idea to draw a quick diagram of your house and port locations. Make sure you keep a copy for your records.

Questions to consider:

Data ports

- Where will you use home computers?
- Will you be considering smart kitchen appliances in the future that might require fixed or Wi-Fi Internet access?
- Where would be the best place to locate a wireless router for Wi-Fi devices?
- Are you planning to have a security or medical alarm system installed that will need a hard-wired Internet connection and/or special wiring (e.g. Mode 3 phone cabling)?
- Where will you want to place TVs to use Internet TV services and other Internet connected devices like gaming consoles?
- Where will you want to have fixed-line connections?
- Will you need a phone line in your study or home office?
- Do you have a medical alarm service that will need a fixed phone line?
- Will you have a security alarm that will need a fixed phone line and/or special wiring (e.g. Mode 3 phone cabling)?

Voice ports

4.7 Landscaping

Front/Side Landscape Area

Front gardens should be planted with a minimum of one canopy tree per standard residential lot frontage combined with lower scale planting. Impermeable hard surface materials must not exceed 40% of the front garden area including the driveway and front path.

A minimum soft scape area of 60% of the total front garden area is to be installed. The soft scape should consist of turf, garden beds and permeable surface materials including decorative stone aggregate or pebbles.

At least 30% of the soft scape area must consist of planted garden bed.

Do not use prohibited invasive weed species. Further information can be found at: www.environment.vic.gov.au/invasive-plants-and-animals/weed-risk-ratings

Landscape Materials

Grass lawn (pre-grown turf) must be a warm season turf variety. The lawn should be maintained and regularly edged to present neatly. Grass is to be installed on a minimum 100mm depth of suitable topsoil.

Minimum 200mm depth of suitable topsoil is to be installed to all garden bed areas. Garden bed areas are to include an 80mm depth of mulch to retain moisture within the soil and suppress weed growth.

Plant Species

All plants are to be selected from the plant species list derived from Council's Landscape Design Guidelines. Plant species to be used in front gardens are to be hardy, appropriate to the site and have reasonable drought tolerance to reduce the need for irrigation.

4.0 External Considerations (Cont'd)

4.8 ESD/Sustainability

Energy Efficiency & Lighting

All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant rating tools such as Green Star (GBCA), NABERS and AccuRate.

It is encouraged that all internal light fittings such as down lights, pendants, wall mounts etc. allow or compact fluorescents or LED. External light fittings must not result in excessive light spill.

Passive Design

Locate living spaces to the north of the dwelling to facilitate solar access in winter months.

Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc. to prevent summer solar access.

Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.

If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

5.0 Application Form

PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP WITH YOUR SUBMISSION DOCUMENTS FOR APPROVAL TO:

Post: **Bridgefield DAP**
339 Ferrars Street
Albert Park VIC 3206

or Email
bridgefield@sheltonfinnis.com.au

Allotment Details

Lot Number Street

Owner details

Name

Mailing Address

Contact

Phone Number Email

Builder Details

Company

Contact Person

Mailing Address

Phone Number Email

Correspondence to be sent to (please tick one) Owner Builder/Draftsman

Attachments

- Site plan (1:200) Elevations (1:100)
 Floor plan/s (1:100) Schedule of external colours and materials

Note: If submitted via the post, plans must be A3. If submitted via email, all documents must be in PDF format

INFORMATION ONLY



INFORMATION ONLY



Oliver Hume
03 9684 8135

Bridgefieldliving.com.au

Developed by



3L ALLIANCE

Plans, illustrations and images are depictions for presentation purposes and are indicative only and believed to be correct at the time of printing. This should not be relied upon by purchasers, as no warranty or representation is given or to be construed. Areas and dimensions are subject to survey and proposed facilities are subject to regulatory approval and change without notice. This does not form part of any contract and purchasers should review the contract carefully, make their own inquiries and obtain independent advice before proceeding.

Owners Corporation Rules

Bridgefield PS806375M

INFORMATION ONLY

Owners Corporation Rules

1. Interpretation

To ensure that each Owner of a Lot and Occupier have the right to use the Recreational Facilities within the Development and to maintain the quality of the Development these Rules are to be interpreted having regard to the following objectives of the Developer:

1.1 Design Guidelines

Ensuring compliance with the Design Guidelines;

1.2 Landscaping

Maintaining and enhancing all landscaping for which the Owners Corporation is responsible;

1.3 Recreational Facilities

Maintaining and enhancing the Recreational Facilities and other amenities for the benefit of each Owner of a Lot and Occupier; and

1.4 Provision of Services

Ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality and intent of the Development.

2. Definitions

2.1 In these Rules unless the context otherwise requires the following definitions apply;

Common Property means that part of the Land shown in the Plan as Common Property and includes any area of the Land that shall become Common Property upon the registration of any future stage of the Plan.

Date of Completion of the Development means the date of settlement of the sale of the last Lot or other land in the Development of which the Developer is registered as the proprietor.

Design Guidelines means the Bridgefield Design Guidelines as amended from time to time.
Design Assessment Panel means the committee established as provided for in the Design Guidelines.

Developer means Goldfields Living RB Pty Ltd ACN 154 859 891.

Development means the development known as "Bridgefield".

Land means the whole of the land described in the Plan.

Lot means any Lot on the Plan.

OCA means the *Owners Corporations Act 2006* as may be amended from time to time.

OC Regulations means any regulations made under the OCA.

Owner of a Lot means the registered proprietor of a Lot on the Plan save and except for the Developer.

Occupier means the occupier from time to time of a Lot.

Owners Corporation Rules

Owners Corporation means the Owners Corporation created upon registration of the Plan or if more than one, the unlimited Owners Corporation created by the Plan.

Owners Corporation Manager means the person appointed by the Owners Corporation as the manager of the Owners Corporation.

Plan means Plan of Subdivision PS806375M which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into the Plan.

Recreational Facilities means the "recreational facilities" to be erected by the Developer on the Recreational Facilities Area for the use of each Owner of a Lot or Occupier and each owner or occupier of any other lot contained within the Development.

Recreational Facilities Area means the area on which the Recreational Facilities are proposed to be constructed.

Residence means one permanent non-transportable private residence.

Settlement Date means the date of transfer of any Lot to any Owner of a Lot.

VCAT means the Victorian Civil & Administrative Tribunal established under the *Victorian Civil and Administrative Tribunal Act 1998*.

Works means the works set out in Rule 4 of these Rules.

- 2.2 The obligations and restrictions set out in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. Use of Lots - Developer

3.1 Display Lots

The Developer may:

- (a) use Lots or any part of Common Property for display purposes including a sale office and car parking;
- (b) allow prospective purchasers of any Lot to inspect any display Lot; and
- (c) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

3.2 Development Rights

Notwithstanding any other rule, the Developer:

- (a) is entitled to progressively develop staged Lots as set out in the Plan;
- (b) is entitled to incorporate further land into the Plan, to become part of the Development;
- (c) need not comply with any rule:
 - (i) which is inconsistent with or limits a right under these rules; or

Owners Corporation Rules

- (ii) the application of which, in the Developer's opinion, is inappropriate to the development of a Lot while that Lot remains undeveloped or during its development; or
- (iii) is inconsistent with or limits a right under the Lease of Common Property.

3.3 Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Recreational Facilities and the Works.

4. Works Carried Out by the Owner of a Lot

4.1 Development

- (a) After obtaining approval from the Developer in accordance with the Design Guidelines and undertaking works in accordance with that approval, no Owner of a Lot may further develop a Lot in a way which is not dealt with by the Design Guidelines and the Developer (**Further Development**) without approval by the Owners Corporation (**Further Works Approval**).
- (b) Any Further Development must be in accordance with the Further Works Approval.
- (c) Once an Owner of a Lot has commenced Further Development, it must not alter the Further Development without a revised Further Works Approval.

4.2 Application for Further Works Approval

Any application must be made by submitting to the Owners Corporation (in triplicate):

- (a) an application form as available from the Owners Corporation;
- (b) fully dimensioned and accurately drawn plans to scale, including any supporting documentation to show:
 - (i) site layout plan (3 copies);
 - (ii) internal plans, elevations and sections (3 copies);
 - (iii) cut and fill on the allotment relative to the existing site levels (3 copies);
 - (iv) vertical dimensions of wall and overall building height relative to the existing site level (3 copies);
 - (v) schedule and sample board of external finishes and colours (1 copy);
 - (vi) details of fencing (1 copy);
 - (vii) structural engineering drawings and geotechnical reports (3 copies)
 - (viii) swimming pool plans and structural drawings (3 copies);
 - (ix) a landscape plan (3 copies); and

Owners Corporation Rules

- (x) a report addressing the extent to which the proposal complies with the Design Guidelines; and

any other information required from time to time by the Owners Corporation
(Application).

4.3 Notice

The Owners Corporation may write to each Owner of a Lot and Occupier of a Lot immediately abutting the Lot inviting them to review the Application and any other materials given by the relevant Owner of a Lot to the Owners Corporation.

4.4 Consultant's Costs

- (a) The Owners Corporation may:
 - (i) determine that the Owner of a Lot is to pay the whole or part of the cost to the Owners Corporation of any consultant retained by the Owners Corporation to advise and assist the Owners Corporation to consider the Application **(Consultant's Costs)**; and
 - (ii) require the Owner of a Lot to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Review Committee to meet the liability of the Consultant's Costs.
- (b) The Owners Corporation is not obliged to consider the Application until payment by the Owner of a Lot to the Owners Corporation of all sums of money determined as payable under these rules.

4.5 Fee

The Owners Corporation may from time to time determine a fee or fees to be paid by a person making an Application. The Owners Corporation may determine different fees for different Applications depending on their nature and complexity.

5. Proceeding with Works

5.1 Carry Out Works

Upon receipt of Further Works Approval from the Owners Corporation the Owner of a Lot is, as soon as practicable, to satisfy all conditions of that Further Works Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six months from the date of Further Works Approval and completion within 12 months from the date of Further Works Approval.

5.2 Failure to Comply

If the Owner of a Lot fails to comply with this rule, any Further Works Approval given is to be deemed revoked unless the Owners Corporation, upon written request by the Owner of a Lot made prior to the expiration of the six month period, extends the time for commencement of the development of the Lot.

Owners Corporation Rules

5.3 Development of Lot to be Completed in Accordance with Application

The Owner of a Lot is to complete the development of the Lot in accordance with the construction schedule set out in the Further Works Approval and in any event is to complete the works within one month after the finish date specified in the Further Works Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner of a Lot or would result in great hardship to the Owner of a Lot.

5.4 Owners Corporation May Proceed

If the Owner of a Lot fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of Rule 6 as though the failure to complete the improvements were a non-compliance.

6. Inspection and Correction of Works

6.1 Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- (a) upon the completion of any development on a Lot requiring Further Works Approval under these rules, the Owner of a Lot must as soon as possible give notice of completion to the Owners Corporation;
- (b) within 30 days of receipt of a notice of completion from the Owner of a Lot, the Owners Corporation may inspect the development and decide whether the development of the Lot is complete in accordance with the Further Works Approval; and
- (c) if the Owners Corporation decides that the works are not in accordance with the Further Works Approval it is to notify the Owner of a Lot in writing of that non-compliance within that 30 day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner of a Lot to remedy them.

6.2 Non-Compliance

The Owner of a Lot must remedy that non-compliance notified to it by the Owners Corporation within 30 days of receipt by the Owner of a Lot of the notice referred to in rule 6.1(c) or such longer period as the Owners Corporation may specify in the notice.

6.3 Remedy Non-Compliance

If the Owner of a Lot does not comply with that notice as provided in rule 6.2 the Owners Corporation may at the expense of the Owner of a Lot do whatever is necessary to remedy that non-compliance.

7. Development and Maintenance of a Lot

Each Owner of a Lot and Occupier:

7.1 Design Guidelines

Owners Corporation Rules

Must comply with the Design Guidelines.

7.2 Appearance of Residence

Must install permanent window furnishings within three months of the issue of an Occupancy Permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot.

7.3 Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by an Owner of a Lot or any Occupier as set out in the Design Guidelines.

7.4 Fencing

Must erect fencing around the Lot subject to and in compliance with these Rules and the Design Guidelines within three months after the issue of an Occupancy Permit for the construction of the Residence.

7.5 Upkeep of Yard Areas

Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first-class residential development and as determined by the Owners Corporation from time to time.

7.6 Nature Strip

Must maintain and keep tidy any nature strip adjoining the Lot.

7.7 Rubbish disposal

Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal.

7.8 Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects.

7.9 General Appearance of Property

Must keep the Lot free of rubbish, debris or any other item save and except for items which might ordinarily be found in domestic suburban gardens.

7.10 Insurance

Must ensure that the Residence and any improvements, including the Residence, constructed on the Lot are insured for full replacement value including without limitation all requirements of the OCA and OC Regulations.

7.11 Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the construction of the Residence and any improvements in accordance with any notice in writing served on an Owner of a Lot by the Developer or the Owners Corporation.

7.12 Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer or the Owners Corporation.

Owners Corporation Rules

7.13 Enforcements Costs

Must pay all costs incurred by the Developer and/or the Owners Corporation in respect of the enforcement of these Rules or the Design Guidelines.

8. Amenity Controls

An Owner of a Lot must not and must ensure that any Occupier, visitor, guest or invitee does not and the Occupier must not do any of the following:

8.1 No Breach

breach any provisions of the Design Guidelines, whether on Common Property, in a Lot or in the vicinity of a Lot.

8.2 No Alterations

without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections or services to a Lot.

8.3 No Interference with Cabling

do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of electrical cabling and ancillary equipment ("the electrical cabling") installed or to be installed by the Developer and/or any electrical or power supplier on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. Electronic cabling (if any) remains the property of the Developer and/or any electrical or power supplier.

8.4 Use of Lot

use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to any Owner of a Lot or Occupier.

8.5 Garage

use the garage in a Lot for any purpose other than as a garage for the vehicles and for general storage purposes unless the garage in a Lot is used as an office in a display home in a display village but then only so long as the Lot is used for display purposes.

8.6 Restrictions on car parking

(a) Commercial Vehicles

- (i) park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including without limitation trucks and utilities) in excess of one tonne.
- (ii) park or allow to be parked on a Lot or any road, reserve or any other land in the vicinity of a Lot any commercial vehicle (including without limitation trucks and utilities) of less than one tonne, any caravans, trailers, boats or any mobile machinery unless they are housed or contained wholly within a garage on a Lot or parked in the driveway on a Lot and screened from public view.

(b) All vehicles

- (i) park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot.

Owners Corporation Rules

- (c) Vehicles on Common Property
 - (i) unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle –
 - (A) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
 - (B) on Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - (C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

8.7 No Vehicle Repairs

carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs, maintenance or restoration of vehicles.

8.8 Signs and Advertising

erect or display any sign, hoarding or advertising including but not limited to a "For Sale" sign unless:

- (a) the sign is a "home for sale" sign on a Lot not being a vacant Lot erected or displayed after completion of construction of a dwelling.
- (b) the sign is a builder's sign not exceeding 600 mm² x 600mm² and any such builder's sign may be erected or displayed during construction only and must be removed on completion of the building works.

8.9 Fencing

- (a) construct any fence that does not comply with the Design Guidelines.
- (b) alter or remove any fence without the approval of the Owners Corporation.
- (c) allow any fence to fall into a state of disrepair.
- (d) claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the registered proprietor of an adjoining Lot.
- (e) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof.

8.10 Insurance Premiums

do or permit anything to be done which may void, vitiate, invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

8.11 No Damage to Common Property

- (a) damage or alter the Common Property;
- (b) mark, paint or otherwise damage or deface any structure that form part of the Common Property.

8.12 No Interference with Common Property

Owners Corporation Rules

use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by another Owner of a Lot or Occupier or their visitors, guests or invitees.

8.13 Articles on Common Property

without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

8.14 No Storage on Common Property

store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent.

8.15 Not cause a danger

keep the Lot in a manner which is dangerous or likely to cause danger to life or property or the reputation of the Land.

8.16 Noise

by himself or herself or by allowing any other person in a Lot or on Common Property to:

- (a) carry on a noxious or offensive activity; or
- (b) make or allow noise that will interfere with the enjoyment of a Lot or the Common Property by any other person entitled to use or enjoy a Lot or Common Property.

8.17 Behaviour

be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property, unless fully clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner of a Lot, Occupier or any person lawfully using the Common Property.

8.18 Pets and Animals

- (a) allow animals, except common household pets, in a Lot and the behaviour of pets must be controlled so that it does not interfere with the enjoyment of a Lot or Common Property by others.
- (b) keep more than two animals in a Lot.
- (c) permit an animal to enter or remain on Common Property except if suitably restrained on a leash or harness or if carried.
- (d) each Owner of a Lot or Occupier who keep and maintain a pet will be liable for any and all action by the pet whether or not the Owner of a Lot or Occupier had knowledge, notice or forewarning of the likelihood of such action.
- (e) if any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the relevant Owner of a Lot or Occupier does not prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot and the Land. The Owner of a Lot and Occupier must remove the animal from the Lot and the Land immediately upon receipt of the notice from the Owners Corporation.

Owners Corporation Rules

8.19 No Trade or Business

Each Owner of a Lot and Occupier must not use a Lot or any part of the Common Property or the Land for any trade or business nor permit others to do so unless:

- (a) the Planning Scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with

however, if the trade or business can be carried on, and is carried on, without causing undue nuisance to another Owner of a Lot or Occupier the Owners Corporation may at its sole discretion authorise in writing the carrying on of such trade or business.

9. Builders' Site Refuse Guidelines

- 9.1 Each Owner of a Lot and Occupier must keep the Lot, the Land and the Development clean, tidy and free of rubbish, refuse, building materials, goods and chattels.
- 9.2 The litter refuse system used by each Owner of a Lot and Occupier must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
- 9.3 Each Owner of a Lot and Occupier during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
- 9.4 All building materials must be stored within the property boundaries of a Lot at all material times.
- 9.5 No building materials are permitted to be stored on the nature strip of a Lot.
- 9.6 Each Owner of a Lot must ensure that their builders
 - (a) erect and maintain fencing around the entire perimeter of the Lot from the commencement, and for the duration of, the construction of a Residence or improvements. The fence shall:
 - (i) be at a height of not less than 1.5m;
 - (ii) be capable of preventing litter from being transported from a building site by wind; and
 - (iii) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
 - (b) provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated for the duration of the construction of a Residence or improvements and keep all of the site refuse within the bin.
- 9.7 Each Owner of a Lot must comply with, and must ensure that their builders comply with, any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches.
- 9.8 Each Owner of a Lot must, and must ensure that their builders, as soon as is reasonably practicable repair all damage that has been caused by the Owner of a Lot or its builder or any other person engaged on behalf of the Owner of a Lot or its builder to any part of the Development including but not limited to damage to landscaping, trees, nature strips, fencing,

Owners Corporation Rules

bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of the Development.

9.9 In the event that an Owner of a Lot fails to comply with this Rule or any notice served by the Owners Corporation in accordance with this Rule 9, the relevant Owner of a Lot irrevocably agrees that:

- (a) the Owners Corporation or its authorised agent is entitled to enter upon the Lot and clean up the Lot in accordance with this Rule 9; and
- (b) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from the relevant Owner of a Lot on the basis that the cost is an Owners Corporation charge for which the relevant Owner of a Lot solely benefits and is solely responsible for the payment of.

10. Owners Corporation – Provision of Services and Levies

Each Owner of a Lot agrees that:

10.1 **Services:**

The Owners Corporation may provide the following services:

- (a) The operation of a security surveillance service.
- (b) The repair, maintenance and improvement of the Recreational Facilities.
- (c) Any other service or facility provided by the Owners Corporation for the benefit of each Owner of a Lot and Occupiers which is consistent with the stated objectives of these Rules.
- (d) Any further or additional service in the furtherance of the development, the Design Guidelines and their objectives.

10.2 **Cost**

The provision of the services set out at Rule 10.1 hereof by the Owners Corporation will be paid for by each Owner of a Lot according to Lot liability as set out in the Schedule of Liabilities in the Plan.

10.3 **Landscaping**

Subject to and in accordance with any agreement between the Developer and council the Owners Corporation shall provide the service of repairing and maintaining of such landscaping within the Plan as the Owners Corporation is responsible for and the provision of that service will be paid for by each Owner of a Lot according to Lot liability as set out in the Schedule of Liabilities in the Plan.

10.4 **Lease or Licence**

Until the Date of Completion of the Development the Developer may cause the Owners Corporation to or the Owners Corporation itself shall grant a lease or licence over the Common Property or part of it to any legal entity as it sees fit including without limitation a lease or licence enabling the legal entity to become responsible for the overall management of all community facilities within the Common Property.

Owners Corporation Rules

11. Recreational Facilities

Each Owner of a Lot and Occupier must observe and comply with the following rules in relation to the Recreational Facilities and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or Rule 12:

11.1 Invitees to be accompanied

Visitors, guests and invitees must only use the Recreational Facilities if accompanied by an Owner of a Lot or Occupier;

11.2 Alcohol

Alcohol must not be taken into or consumed around the Recreational Facilities without the prior written consent of the Owners Corporation.

11.3 Smoking

Smoking is not permitted inside or in the immediate vicinity the Recreational Facilities.

11.4 Behaviour

Each Owner of a Lot, Occupier, and their visitors, guests and invitees must not in or in the vicinity of the Recreational Facilities behave in a manner which interferes with the use and enjoyment of the Recreational Facilities by any other person.

11.5 Clothing

Suitable clothing must be worn in and in the vicinity of the Recreational Facilities at all times.

11.6 Risk

All users of the Recreational Facilities:

- (a) must undergo all induction procedures as directed by the Owners Corporation;
- (b) must complete honestly and candidly any pre-activity questionnaire as directed by the Owners Corporation;
- (c) do so at their own risk.

11.7 Notification of Damage

Each Owner of a Lot and Occupier must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Recreational Facilities.

11.8 Compensation

Each Owner of a Lot and Occupier must compensate the Owners Corporation in respect of any damage to the Recreational Facilities caused by the relevant Owner of a Lot, Occupier or their visitors, guests or invitees.

11.9 Obey Directions

Each Owner of a Lot, Occupier or their visitors, guests or invitees must obey any lawful direction given to them by the Owners Corporation.

12. Recreational Facilities Rules

Owners Corporation Rules

12.1 Additional Rules

Where the Recreational Facilities Area includes any or all of the following amenities:

- (a) a gym;
- (b) a pool;
- (c) a BBQ area;
- (d) a tennis court area; or
- (e) other amenities,

the Owners Corporation makes additional rules relating to the use of the Recreational Facilities Area which additional rules are attached in Schedule 1 and may in the future make additional rules relating to the use of the Recreational Facilities Area on the condition that those rules are not inconsistent with these Rules. The Owners Corporation Manager is authorised to create and enforce guidelines which are generally consistent with the additional rules.

12.2 Breach

A breach of any rules made by the Owners Corporation pursuant to Rule 12.1 will be deemed to be a breach of these Rules.

13. Non-Compliance

13.1 Recovery of Costs

If any Owner of a Lot or Occupier has not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, then:

- (a) The Owners Corporation, its employees, contractors, or agents is irrevocably permitted to enter the Lot and rectify the non-compliance.
- (b) The Owner of a Lot must pay to the Owners Corporation any charges levied against it in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot.
- (c) An Owner of a Lot must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the non-compliance with these Rules.
- (d) Each Owner of a Lot must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on the outstanding fees and charges until they are paid.
- (e) Any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.
- (f) Any costs incurred by the Owners Corporation relating to the non-compliance are costs incurred in the performance of a service to the relevant Owner of a Lot.

13.2 Enforcement

Owners Corporation Rules

If any Owner of a Lot has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders' Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel such Owner of a Lot to comply with these Rules.

13.3 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by any Owner of a Lot or Occupier or invitees, guests, servants, employees, agents, children, or licensees of such Owner of a Lot or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt due in an action in VCAT or any court of competent jurisdiction from each Owner of a Lot who were the registered proprietors of the Lot at the time when the breach occurred.

14. GST

14.1 Definition

For the purposes of these Rules:

- (a) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature.
- (b) Primary Payment means any payment or consideration given by any Owner of a Lot or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by any Owner of a Lot or Occupier to the Owners Corporation in connection with any supply of any goods and services.

14.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, each Owner of a Lot must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the relevant Owner of a Lot is required to pay the Primary Payment in respect of which the GST relates.

15. Incorporation of OCA

To the extent permitted by Sections 138 and 140 and Schedule 1 of the OCA and at law the Owners Corporation adopts as rules the provisions of the OCA including but not limited to:

- (a) Sections 48-50 inclusive;
- (b) Section 117;
- (c) Section Part 7
- (d) and Section 32 of the Sale of Land Act 1962 and a breach of any such section shall constitute a breach of these rules.

16. Dispute Resolution

- 16.1 The grievance procedure set out in this rule applies to dispute involving any Owner of a Lot, the Owners Corporation Manager, Occupier or the Owners Corporation.
- 16.2 The party making the complaint must prepare a written complaint in the approved form.
- 16.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

Owners Corporation Rules

- 16.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant.
- 16.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation (as the case may be) after the dispute comes to the attention of all the parties.
- 16.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 16.7 If the dispute is not resolved, the grievance committee or Owners Corporation (as the case may be) must notify each party of his or her right to take further action under Part 10 and/or Part 11 of the Act.

INFORMATION ONLY

SCHEDULE 1 - RECREATIONAL FACILITY RULES

Rules of Use: Gym

- The Gym is open for use as determined by the Owners Corporation and the manager of the Recreational Facilities.
- Users are not permitted to access the Gym outside of the designated hours of use.
- Children under the age of 16 must be actively supervised by an adult Member or Occupier at all times.
- No child under the age of 12 is permitted in the gym at any time.
- The Gym is intended for use by Members and Occupiers and their guests only.
- Guests are only permitted to use the Gym if accompanied by a Member or Occupier at all times.
- Members and Occupiers accept full responsibility for guests, in their use of the Gym.
- Members and Occupiers must ensure their guest is fully aware of these rules of use.
- Appropriate clothing & foot wear must be worn at all times using the Gym and surrounding area.
- No food or alcohol is permitted in the Gym.
- Smoking is not permitted at any time throughout the facility.
- No pets at any time in the Gym or surrounding areas.
- For reasons of the health and safety, users must adhere strictly to the following:
 - All equipment is to be returned tidily to the appropriate location in the Gym and surrounding area.
 - Users who wish to use the Gym must bring a towel.
 - Suitable gym wear must be worn at all times.
 - All equipment must be wiped down after use. Disinfectant spray has been provided for all gym users.
 - Offensive behaviour or language will not be tolerated.
 - Excessive noise and mistreatment of equipment will not be tolerated.
- The users will under no circumstances use the Gym for any trade or business where they receive financial restitution.
- The Owners Corporation and the manager of the Recreational Facilities reserve the right to close down the Gym for an extended period of time due to maintenance and/or ensure the health & safety of the Gym.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time.
- Any user in breach of these rules will be asked to vacate the Gym immediately and their level of access into the Gym and surrounding area will reviewed by the Owners Corporation.

Owners Corporation Rules

Rules of Use: Pool

- The Pool is open for use as determined by the Owners Corporation and the manager of the Recreational Facilities.
- Users are not permitted to access the Pool outside of the designated hours of use.
- Children under the age of 16 must be actively supervised by an adult Member or Occupier at all times.
- The Pool is intended for use by Members, Occupiers and their guests only.
- Guests are only permitted to use the Pool when accompanied by a Member or Occupier.
- Members and Occupiers accept full responsibility for guests, in their use of the Pool.
- Members and Occupiers must ensure their guest is fully aware of these rules of use.
- Appropriate clothing & footwear must be worn at all times while using the Pool.
- No alcohol is permitted in the Pool. Food is permitted in the outside facilities however Members and Occupiers are required to clean up after themselves ie: rubbish must be put into the bins. Chairs put back to their appropriate place ready for use again.
- Smoking is not permitted at any time throughout the facility.
- No pets at any time in the Pool or surrounding areas.
- Please observe all safety signage and note the following rules apply in the Pool - no diving running, bombing, horseplay, glass wear.
- For reasons of health and safety, users must adhere strictly to the following:
 - All equipment and furniture is to be returned tidily to the appropriate location in the Pool and surrounding area.
 - Users who wish to use the Pool must bring a towel to dry off.
 - Users must refrain from walking through common property whilst still wet.
 - Suitable swimwear must be worn at all times.
 - All users must shower before entering the Pool.
 - Offensive behaviour or language will not be tolerated.
 - Excessive noise and mistreatment of equipment will not be tolerated.
- The user will under no circumstances use the Pool for any trade or business where they receive financial restitution.
- The Owners Corporation and the manager of the Recreational Facilities reserve the right to close down the Pool for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the Pool.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time. Any user in breach of these rules will be asked to vacate the Pool immediately and their level of access into the Pool and surrounding area will be reviewed by the Owners Corporation.

Owners Corporation Rules

Rules of Use: BBQ Area

- The BBQ Area is open for use as determined by the Owners Corporation and the manager of the Recreational Facilities.
- Users are not permitted to access the BBQ Area outside of the designated hours of use.
- Children under the age of 16 must be actively supervised by an adult Member or Occupier at all times.
- The BBQ Area is intended for use by Members and Occupiers and their guests only.
- Guests are only permitted to use the BBQ Area if accompanied by a Member or Occupier.
- Members and Occupiers accept full responsibility for guests in their use of the BBQ Area.
- Members and Occupiers must ensure their guests are fully aware of these rules of use.
- Appropriate clothing must be worn at all times while using the BBQ Area.
- No alcohol is permitted in the BBQ Area.
- Smoking is not permitted at any time throughout the common property.
- Please observe all signage and note the following rules apply for the BBQ Area:
 - No Pets
 - No Alcohol
 - No Smoking
 - No Glass Wear
- For reasons of health and safety, users must adhere strictly to the following:
 - All Users must keep the area tidy and free of rubbish.
 - Dangerous goods or gas cylinders are not allowed on common property.
 - No sound amplification equipment is to be used.
 - BBQ must be cleaned after use.
 - Offensive behaviour or language will not be tolerated.
 - Excessive noise and mistreatment of the BBQ Area will not be tolerated.
- The Owners Corporation and the manager of the Recreational Facilities reserve the right to close down the BBQ Area for an extended period of time due to maintenance and/or to ensure the health & safety of all users of the BBQ Area.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time.
- Any user in breach of these rules will be asked to vacate the BBQ Area immediately and their level of access to this area will be reviewed by the Owners Corporation.

Owners Corporation Rules

Rules of Use: Tennis Court Area

- The Tennis Court Area is open for use as determined by the Owners Corporation and the manager of the Recreational Facilities.
- Users are not permitted to access the Tennis Court Area outside of the designated hours of use.
- Children under the age of 16 must be actively supervised by an adult Member or Occupier at all times.
- The Tennis Court Area is intended for use by Members and Occupiers and their guests only.
- Guests are only permitted to use the Tennis Court Area when accompanied by a Member or Occupier.
- Members and Occupiers accept full responsibility for their guests, in their use of the Tennis Court Area.
- Members and Occupiers must ensure their guest is fully aware of these rules of use.
- The guest policy must be adhered to at all times.
- Appropriate clothing & footwear must be worn at all times while using the Tennis Court Area.
- No alcohol, no smoking and no food is permitted in the Tennis Court Area.
- No pets are permitted in the Tennis Court Area.
- Strictly no scooters, no bikes, no skateboards are to be used within the Tennis Court Area.
- Offensive behaviour or language will not be tolerated.
- Excessive noise and mistreatment of equipment will not be tolerated.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time.
- Any user in breach of these rules will be asked to vacate the Tennis Court Area immediately and their level of access to this area will be reviewed by the Owners Corporation.

Owners Corporation Rules

Rules of Use: General Provisions

- Any other areas or amenities within the Recreational Facilities (**Additional Facilities**) are open for use as determined by the Owners Corporation and the manager of the Recreational Facilities.
- Users are not permitted to access these Additional Facilities outside of the designated hours of use.
- Children under the age of 16 must be actively supervised by an adult Member or Occupier at all times.
- Additional Facilities within the Recreational Facilities are intended for use by Members and Occupiers and their guests only.
- Guests are only permitted to use the Additional Facilities if accompanied by a Member or Occupier at all times.
- Members and Occupiers accept full responsibility for guests, in their use of the Additional Facilities.
- Members and Occupiers must ensure their guest is fully aware of these rules of use.
- Smoking is not permitted at any time throughout the Additional Facilities.
- For reasons of the health and safety, users must adhere strictly to the following:
 - Offensive behaviour or language will not be tolerated.
 - Excessive noise and mistreatment of the Additional Facilities will not be tolerated.
- The users will under no circumstances use the Additional Facilities for any trade or business where they receive financial restitution.
- The Owners Corporation and the manager of the Recreational Facilities reserve the right to close down the Additional Facilities for an extended period of time due to maintenance and/or ensure the health & safety of the Additional Facilities.
- The Owners Corporation reserves the right to deny and/or limit a user's access at any time.
- Any user in breach of these rules will be asked to vacate the Additional Facilities immediately and their level of access into the Additional Facilities will reviewed by the Owners Corporation.

IMPORTANT - Please note:

- Tenants are aware that as of the end of lease date access is automatically cancelled until proof of lease extension is provided. This must be from the landlord or estate agent on their letterhead and provided to the manager of the Recreational Facilities.
- Both owners and tenants are aware that if/when they vacate/sell on the property they are responsible for returning the fob/s to the Recreational Facilities, charges will be incurred if fob/s are not returned. This will also impact the next resident for that property gaining their access.

Active supervision requires focused attention and intentional observation of children at all times. Parents/Guardians MUST position themselves so that they can observe the children: watching, listening and within arm's reach at all times. This constant vigilance helps keep children safe.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Development Agreement

for

Bridgefield Estate – Rockbank

BETWEEN:

Owners Corporation No. 1 Plan of Subdivision PS806375M

and

Goldfields Living RB Pty Ltd ACN 154 859 891

HWL
EBSWORTH
LAWYERS

Level 8
447 Collins Street
MELBOURNE VIC 3000
DX 564 MELBOURNE
ABN 37 246 549 189
Tel: (03) 8644 3500
Fax: 1300 365 323
www.hwlebsworth.com.au
Ref: MM:SBS:308041

Development Agreement

Date	
Parties	<p>Owners Corporation No. 1 Plan of Subdivision PS806375M of Level 2, 126 Wellington Parade, East Melbourne VIC 8002.</p> <p style="text-align: right;">(the Owners Corporation)</p> <p>Goldfields Living RB Pty Ltd ACN 154 859 891 of Building 5, 658 Church Street, Richmond VIC 3121.</p> <p style="text-align: right;">(the Owner)</p>
Recitals	<p>A. The Owner is the registered proprietor of the land known as Bridgefield Estate, Rockbank and being the land described in Certificates of Title Volume 9437 Folios 677, 681, 682 and 683 and Volume 9472 Folio 269 and the land formerly contained in Volume 9437 Folios 678 and 679 (the Land).</p> <p>B. The Owner and its agents are in the process of developing and subdividing the Land.</p> <p>C. The Owner has subdivided the land described in Certificate of Title Volume 9437 Folio 679 by registering plan of subdivision PS742688S/S1. The Owners Corporation is the Owners Corporation created on the registration of the Plan of Subdivision PS742688S/S1.</p> <p>D. The Owner has subdivided the land described in Certificate of Title Volume 9437 Folio 678 by registering plan of subdivision PS721250F. The Owners Corporation No 1 on Plan of Subdivision PS721250F/S1 is the Owners Corporation created on the registration of the Plan of Subdivision PS721250F/S1.</p> <p>E. The Owner has subdivided the land described in Certificate of Title Volume 9437 Folio 683 by registering plan of subdivision PS801008T. The Owners Corporation No 1 on Plan of Subdivision PS801008T/S1 is the Owners Corporation created on the registration of the Plan of Subdivision PS801008T/S1.</p> <p>F. The Owner has subdivided the land described in Certificate of Title Volume 9472 Folio 269, Volume 12280 Folio 472 and Volume 12281 Folio 582 and by registering plan of subdivision PS806375M. The Owners Corporation No 1 Plan of Subdivision PS806375M/S1 is the Owners Corporation created on the registration of the Plan of Subdivision PS806375M/S1.</p> <p>Part of the development of Land involves the construction of recreational facilities (Recreational Facilities) on the Licensed Area being part of the Land.</p>

- F. The Owner intends to grant a non-exclusive licence of all or part of the Licensed Area to the Owners Corporation.
- G. The Owner intends to grant non-exclusive licences of all or part of the Licensed Area to the other proposed owners corporations which will be created as part of development of the Land.
- H. The Owner and its agents may decide to use the Recreational Facilities or part thereof for the sale and promotion of the Land.
- I. The Owners Corporation wishes to procure rights to use the Recreational Facilities for its Members and Occupiers.
- J. The Owners Corporation and the Owner wish to enter into this agreement to show the required good faith and determination to act in the best interests of the Owners Corporation and Members and Occupiers in providing for the construction of the proposed Recreational Facilities and for their use and for the future incorporation of some or all of the Licensed Area into common property of plan of subdivision PS721250F by a further stage plan.

Agreement

The parties agree that:

1. Definitions and Interpretations

Architect means the architect appointed by the Owner and its agents from time to time.

Builder means the builder or contractor engaged by and on behalf of the Owner and its agents to carry out the Works.

Building means the buildings to be constructed on the Licensed Area.

Development means the development of the Recreational Facilities Area to be undertaken by and on behalf of the Owner and its agents generally in accordance with the Plans and Specifications.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Land means the land described in Certificate of Title Volume 9437 Folios 677, 681, 682 and 683 and Volume 9472 Folio 269 and the land formerly contained in Volume 9437 Folios 678 and 679.

Licensed Area means the land hatched and highlighted in yellow on the plan in Annexure A and named as the Residents Club, being 3,900 square metres of part of Lot S7 on proposed plan of subdivision PS721250F/S5, being the proposed location of the Recreational Facilities.

Lot means each and every Lot on the Plan of Subdivision PS806375M/S1.

Manager means the person for the time being appointed by the Owners Corporation as its manager.

Member means a member of the Owners Corporation.

OCA means the Owners Corporations Act 2006 (Vic).

Occupier means an occupier of a Lot.

Owners Corporation means Owners Corporation Plan of Subdivision No. 1 PS806375M.

Planning Permit means the planning permit issued in relation to the Development.

Plans and Specifications means the architectural plans and specifications for the Recreational Facilities to be provided by the Architect.

Recreational Facilities means the recreational facilities to be erected by the Owner and its agents on the Licensed Area for the use of all Members and Occupiers.

Regulations means the Owners Corporations Regulations 2018.

Works means the design and construction works required for the completion of the Recreational Facilities substantially in accordance with the Plans and Specifications (inclusive of any variations) at any stage or part thereof.

Unless the context otherwise requires:

- 1.1 Headings are for convenience only.
- 1.2 Words importing a gender include any gender.
- 1.3 An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency.
- 1.4 A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- 1.5 A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- 1.6 A reference to an 'Owners Corporation' includes any elected committee of the Owners Corporation in whose favour the Owners Corporation has resolved to delegate power and/or in whose favour the Owners Corporation has executed an Instrument of delegation of Power.
- 1.7 A reference to a thing includes part of that thing.

2. Term

The parties agree that this agreement shall continue from the date on which it is executed by the parties until the commencement date of the licence in Annexure B.

3. Owners Corporation acknowledges

The Owners Corporation acknowledges to the Owner and agrees:

- 3.1 that the Planning Permit permits the Development.
- 3.2 that the Owner and its agents may develop the Land for any purpose permitted by the Planning Permit with the Owner and its agents having the exclusive right to amend or

vary the Planning Permit or make application for a further planning permit so as to enable the Owner and its agents to develop the Land in any manner the Owner and its agents may decide to determine.

- 3.3 that the Owner will to develop the Licensed Area including construction of the Recreational Facilities and the Works.

4. Variations

- 4.1 The Owner may without reference to the Owners Corporation at any time approve variations to the Plans and Specifications for the Works as the Owner deems necessary or desirable. Such variations or alterations may include:
- 4.1.1 substitution of any of the fixtures, fittings, finishes and appliances with items of similar quality;
 - 4.1.2 changes in the size or design to balconies or other similar structures in or about the Licensed Area;
 - 4.1.3 undertaking landscaping of the Licensed Area;
 - 4.1.4 closing or changing the size, nature or location of the Licensed Area (and to the extent required, the Owners Corporation will procure all necessary consents and resolutions to give effect to the same);
 - 4.1.5 any changes resulting from the site conditions or to ensure compliance with any requirements of any Authorities;
 - 4.1.6 making improvements to any building or the Licensed Area;
 - 4.1.7 adding to or reducing, varying or extending, modifying or redesigning any building including the installation of additional levels or a new façade;
 - 4.1.8 changing the mix and composition of any plan of subdivision; and
 - 4.1.9 alterations to and repositioning of building facades required to accommodate changes to the proposed use, mix and composition of Lots or Allotments as the nature of the Development evolves.
- 4.2 That the Owner and/or its agent(s) may for the purpose of completion of the Works:
- 4.2.1 install, affix or erect such structures, barriers, fences, hoardings, signs on Licensed Area as it deems necessary to facilitate the Works;
 - 4.2.2 install furniture, tables, chairs or other equipment in Licensed Area areas;
 - 4.2.3 take exclusive and sole possession of any parts of the Licensed Area as it may need to have exclusive possession of in order to carry out the Works or any activities in relation to the completion of any buildings or structures on the Licensed Area on such terms as it deems appropriate;
 - 4.2.4 exclude any Member, Occupier and invitees from any parts of the Licensed Area as may be necessary in order to carry out the Works;
 - 4.2.5 erect 'for sale', 'for lease', promotional advertising or other signs as it may require on any part of the Licensed Area;

- 4.2.6 grant rights to use or access through or over the Licensed Area (including sub-leases of parts of the Licensed Area) to third parties on such terms and conditions as the Owner thinks fit;
- 4.2.7 use whatever rights of way and/or points of egress and ingress to the Licensed Area as necessary to carry out the Works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Licensed Area in order to carry out the Works;
- 4.2.8 install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and, other electronic equipment and facilities on any part of the Licensed Area;
- 4.2.9 enter into long-term agreements for the supply of utilities to the Licensed Area;
- 4.2.10 connect to existing services;
- 4.2.11 create or reserve such easements or reservations over areas of the Licensed Area as may be necessary to give effect to and to protect the rights of ownership of and access to equipment and facilities within such areas;
- 4.2.12 assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion provided the Owner notify that Owners Corporation of any such assignment; and
- 4.2.13 construct any part of the Works on Licensed Area;
- 4.2.14 erect such barriers, fences, hoardings and signs as are necessary to facilitate the Works and Occupational Health and Safety compliance;
- 4.2.15 take exclusive and sole possession of the Licensed Area in order to carry out the Works;
- 4.2.16 exclude any person from the Licensed Area as may be reasonably necessary in order to carry out the Works;
- 4.2.17 grant rights to use or access through or over the Licensed Area to third parties on such term and conditions as the Owner and its agents thinks fit;
- 4.2.18 use whatever rights of way and/or points of egress and ingress to the Licensed Area as necessary to carry out the Works and to block for whatever period are necessary any rights of way or points of egress and ingress to the Licensed Area in order to carry out the Works

provided that the Owner, agents and any third party authorised by the Owner under this clause or any transferee or assignee, must not in exercising its rights and entitlements under this clause, restrict or limit the use of any Lot and must exercise such rights and entitlements in consultation with the Manager.

- 4.3 That there will be continuing surveying, engineering and construction works in respect of the Licensed Area and the Owners Corporation grants the Owner and its agents and the Builder and their contractors, consultants and other invitees the right of access to the Licensed Area for those purposes.
- 4.4 That the Development will involve connections to existing services and further construction, parts of which will become Common Property on registration of plans under the *Subdivision Act* 1988 and that these works and connections are contemplated by the Plans and Specifications and it will make no objection to any of such connections or works.

5. Owner's covenants

The Owner covenants and agrees with the Owners Corporation:

- 5.1 To cause minimum disturbance and dislocation to other Owners and Occupiers in the course of or arising out of the Works. All of the Works shall unless otherwise specified be at the cost of the Owner.
- 5.2 To be responsible for the upgrading of any present services whether fire services, electricity, sewerage, gas, water or any other services as may be necessary to provide adequate service to the existing Lots and the Building if the Works result in an inadequacy of service currently enjoyed by Members and Occupiers of the Lots.
- 5.3 To ensure that the Works are duly completed and carried out in a proper and workmanlike manner and in accordance with plans and specifications approved by a registered building surveyor and in accordance with requirements within the planning scheme and any permits granted thereunder and to provide on completion the following:
 - 5.3.1 Occupancy Permit and/or Certificate of Final Inspection; and
 - 5.3.2 Certificate of Practical Completion from the Architect.
- 5.4 To regularly remove all rubbish from the Licensed Area resulting from the Works and to leave the Licensed Area at the completion of the Works on each day in a clean and tidy condition.
- 5.5 To provide the Owners Corporation with copies of the Planning Permit and the Plans and Specifications in relation to the Works and any amendments to the Works.
- 5.6 To take out and maintain the insurances for public liability of at least \$20 million, for contract works covering the cost of the Works and for third party damage of at least \$20 million in the name of the Owners Corporation, the Owner and the Builder and to produce the policies and proof of currency to the Owners Corporation.

6. Recreational Facilities

Upon completion of the Works, the parties are deemed to have entered a non-exclusive licence on terms substantially in accordance with the licence attached in Annexure B (or otherwise agreed by the parties acting reasonably).

7. Ownership of the Licensed Area

- 7.1 The Owner may:
 - 7.1.1 transfer its freehold interest in the Licensed Area to the Owners Corporation No 1 on PS721250F;
 - 7.1.2 register a further plan of subdivision creating the Licensed Area as common property on PS721250F; or
 - 7.1.3 transfer its freehold interest in the Licensed Area to any other party.
- 7.2 Upon the Owner giving written notice to the Owners Corporation of any of the events listed above in clause 7.1:

- 7.2.1 the Owners Corporation acknowledges and agrees that it hereby consents to novation of this Development Agreement from the Owner as exiting party to the new registered proprietor of the Licensed Area.
- 7.2.2 the Owners Corporation will perform its obligations under this Development Agreement in favour of the new registered proprietor and accept performance of the Owner's obligations in this Development Agreement by the new registered proprietor.
- 7.2.3 the Owners Corporation agrees to be bound by the terms and conditions of the Development Agreement in all respects and in every way as if the new registered proprietor had originally been named in the Development Agreement as a party in place of the Owner.
- 7.2.4 the Owners Corporation releases and forever discharges the Owner from the further performance of the Development Agreement and from all claims and demands whatsoever in respect of the Development Agreement and accepts the liability of the new registered proprietor in lieu of the liability of the Owner.
- 7.3 The Owners Corporation irrevocably appoints the Owner as the Owners Corporation's attorney to execute all documents and do all things necessary to give effect to the novation of this Development Agreement.

8. Dispute Resolution

- 8.1 Should there be any disagreement arising between the Owner and the Owners Corporation either party may give written notice of the disagreement to the other party. The notice shall state that it is a notice under this Clause 9 and shall specify the disagreement concerned (the "Notice").
- 8.2 If a disagreement which is the subject of a Notice is not settled by agreement between the parties within 7 days of service of the Notice, then to the extent permitted by law, either party may by further notice in writing submit such a disagreement to an independent expert who shall be agreed upon by the parties, or if no such agreement can be reached within 14 days of the service of the Notice, to an independent expert who shall have experience in the relevant field of the disagreement nominated by the President for the time being of the Law Institute of Victoria or the nominee of the President.
- 8.3 The independent expert shall deliver any determination supported by reasons and in doing so shall be deemed to act as an expert and not as an arbitrator.
- 8.4 The independent expert's fees shall be borne equally by the parties.
- 8.5 The independent expert's determination shall be binding on the Owner and the Owners Corporation.
- 8.6 Nothing in this clause shall preclude either party from seeking injunctive relief from any court or competent jurisdiction should either party deem that to be necessary.

9. Agreement to Execute

The parties agree to promptly diligently and fully complete and execute all documents and do all acts matters and things and to procure and provide all information documents and particulars as on their respective part may be reasonably necessary to give full financial commercial and legal effect to this Agreement.

10. Delegation to Manager

The Owners Corporation hereby acknowledges and agrees to delegate to the Manager all powers and functions exercisable by ordinary resolution and to execute an instrument of delegation to that effect. Matters requiring the approval of the Owners Corporation are to be referred to the manager whose decision will be accepted by the Owners Corporation as its decision. Any consents or approvals of the Owners Corporation under this Agreement are not to be unreasonably withheld or unreasonably delayed.

INFORMATION ONLY

ANNEXURE A - LICENSED AREA PLAN

INFORMATION ONLY

ANNEXURE B - LICENCE TO USE RECREATIONAL FACILITIES

INFORMATION ONLY

HWL
EBSWORTH
LAWYERS

Licence

Bridgefield Estate Rockbank

Owners Corporation No. 1 PS806375M

and

Goldfields Living RB Pty Ltd ACN 154 859 891

Ref: **MM:SBS:308041**

Doc ID 818543933/v2

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

Table of contents

1.	Definitions	1
	Definitions	1
2.	Access Licence	4
	2.1 Grant	4
3.	Payments by the Licensee	4
	3.1 Payment of Licence Fee	4
4.	Use of Licensed Area	4
	4.1 Permitted Use	4
	4.2 Covenants	5
	4.3 Owners Corporation Rules	5
	4.4 Compliance with Laws	5
	4.5 Damage	5
	4.6 Alterations	5
	4.7 Indemnity	5
5.	Licensor's obligations	6
	5.1 General	6
	5.2 Licensor to effect insurance	6
	5.3 Evidence of Payment	6
	5.4 Not to Invalidate or Increase	6
6.	GST	6
	6.1 Definitions	6
	6.2 GST Exclusive	7
	6.3 Increase in Consideration	7
	6.4 Payment of GST	7
	6.5 Tax Invoice	7
	6.6 Reimbursements	7
	6.7 Adjustment events	7
7.	Assignment and Sub-Licensing	8

8.	Grant of Licence only	8
9.	Ownership of the Licensed Area	8
10.	Termination	9
10.1	Default	9
10.2	Destruction, resumption or withdrawal of consent	9
10.3	Planning Laws	9
10.4	Rights of the parties	9
11.	General	10
11.1	Notices	10
11.2	Entire Understanding	10
11.3	Waiver	10
11.4	Interest	10
12.	Interpretation	10
12.1	Governing Law and Jurisdiction	10
12.2	Persons	10
12.3	Joint and Several	11
12.4	Legislation	11
12.5	Clauses and Headings	11
12.6	Severance	11
12.7	Number and Gender	11
	Signing page	12
	Annexure A - Licensed Area Plan	13

Licence

Date _____ of _____ 2019

Parties **Goldfields Living RB Pty Ltd ACN 154 859 891** of
of Building 5, 658 Church Street, Richmond VIC 3121.
(Licensor)

Owners Corporation No. 1 PS806375M
of Level 2, 126 Wellington Parade, East Melbourne VIC 8002.
(Licensee)

Recitals

- A. The Licensor is the registered proprietor of the land known as Bridgefield Estate, Rockbank and being the land described in Certificates of Title Volume 9437 Folios 677, 681, 682 and 683 and Volume 9472 Folio 269 and the land formerly contained in Volume 9437 Folios 678 and 679 (**the Land**).
-
- B. The Licensor has agreed to grant to the Licensee a licence to use and deal with the Licensed Area upon the terms and conditions set out below.
-

This Licence witnesses that in consideration of, among other things, the mutual promises contained in this Licence the parties agree as follows:

1. Definitions

Definitions

In this Licence, unless expressed or implied to the contrary:

Authority means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the law.

Commencement Date	means the date of commencement of operation of the Recreational Facilities where they are available for use by Licensee Members and Licensee Occupiers.
Licence Fee	means the licence fee of \$1.00 per Licensee Member (plus GST) per year and as subsequently amended by the Licensor on an annual basis (acting reasonably).
Licensed Area	means part of the Land hatched and highlighted in yellow on the plan in Annexure A and named as the Residents Club, being 3,900 square metres of part of Lot S7 on proposed plan of subdivision PS721250F/S5, being the proposed location of the Recreational Facilities.
Licensee	means the Licensee specified in the Parties section of this Licence and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.
Licensee Member	means a member of the Licensee.
Licensee Occupier	means an occupier of a lot on Plan of Subdivision PS806375M.
Licensor	means the Licensor specified in the Parties section of this Licence and includes the Licensor's successors and assigns and where it is consistent with the context includes the Licensor's employees and agents.
Owners Corporation Rules	means the owners corporation rules of Licensee from time to time.
Outgoings	means all amounts assessable, chargeable, paid or payable or otherwise in connection with the Licensed Area, including all: <ul style="list-style-type: none">(a) rates, charges, assessments, levies and other charges payable to any Authority;(b) taxes (excluding income and capital gains tax), land tax, imposts, duties, fees, deductions, compulsory loans or withholdings payable to any Authority;

- (c) insurance costs and charges (including insurance broker fees) in respect of risks in connection with the Licensed Area which the Licensor considers appropriate to cover by insurance, including building, plate glass, workers compensation, public liability, consequential loss and loss of rent insurance;
- (d) costs in respect of cleaning (including cleaning of the internal and external windows and surfaces of buildings on the Licensed Area);
- (e) costs in respect of pest and vermin eradication and garbage disposal and the supply of paper towels, soap and other toilet requisites any washrooms;
- (f) costs in respect of fire protection, security and caretaking services;
- (g) costs in respect of the provision and maintenance of signs, directory boards and information systems;
- (h) costs in respect of the management, control and administration of Licensed Area, including fees to any managing agent or consultant (whether internal or external), and all salaries, wages, superannuation, leave entitlements and other employment costs;
- (i) costs in respect of safety and environmental audits of the Licensed Area and the Services;
- (j) costs in respect of the supply, usage, maintenance, service, replacement and repair of the Services;
- (k) costs in respect of repairs, redecoration, renovations, replacements and maintenance of the Licensed Area;
- (l) costs in respect of outdoor and indoor gardening, maintenance and landscaping to areas in or adjacent to the Licensed Area;
- (m) costs of painting or redecorating any buildings or structures on the Licensed Area;
- (n) costs in designing, erecting, maintaining and repairing any signage on the Licensed Area;

- (o) the cost of auditing the Outgoings; and
- (p) any other expenses in the ownership, management, operation, maintenance and repair of the Licensed Area (including in relation to complying with requirements of Authorities).

Recreational Facilities means the recreational facilities to be erected by the Licensor and its agents on the Licensed Area for the use of all Licensee Members and Licensee Occupiers.

Services means the services supplied to the Licensed Area, including electricity, gas, water, sewerage, telephone, air-conditioning, ventilation, heating, security, lifts, fire protection, lighting, plumbing and drainage, together with all plant and equipment relating to those services.

Term means 99 years from the Commencement Date.

2. Access Licence

2.1 Grant

From the date of this Licence, the Licensor grants to the Licensee a non-exclusive licence to use the Licensed Area for the Term. The Owner intends to grant non-exclusive licences of all or part of the Licensed Area to the other proposed owners corporations which will be created as part of the development of the Land.

3. Payments by the Licensee

3.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to the Licensor on the Commencement Date.

4. Use of Licensed Area

4.1 Permitted Use

The Licensee, the Licensee Members, the Licensee Occupiers and their invitees may use Recreational Facilities on the Licensed Area. The Licensee must not use the Licensed Area for any other purpose unless agreed between the parties in writing.

4.2 Covenants

The Licensee must ensure that the Licensee Members, the Licensee Occupiers and their invitees not cause any nuisance, damage, obstruction, annoyance or inconvenience to the other licensees or occupiers of the Licensed Area.

4.3 Owners Corporation Rules

The Licensee acknowledges that it has read and understood the Owners Corporation Rules and must ensure the Licensee Members, the Licensee Occupiers and their invitees comply with:

- (a) the Owners Corporation Rules to the extent that they apply to the Licensed Area; and
- (b) any reasonable directions of the Licensor from time to time in relation to the use of the Licensed Area.

4.4 Compliance with Laws

The Licensee must ensure the Licensee Members, the Licensee Occupiers and their invitees comply with all laws and any requirements of any Authority in connection with the Licensed Area and the Licensee's use of the Licensed Area.

4.5 Damage

- (a) The Licensee must ensure the Licensee Members, the Licensee Occupiers and their invitees do not damage the Licensed Area.
- (b) If the Licensee or the Licensee Members, the Licensee Occupiers and their invitees do damage the Licensed Area, the Licensor may carry out such repairs, maintenance and works as are required to rectify the damage caused by the Licensee. The cost of such repairs, maintenance and works must be paid by the Licensee to the Licensor within 28 days of demand.
- (c) The Licensee must ensure the Licensee Members, the Licensee Occupiers and their invitees give the Licensor prompt written notice of any damage to the Licensed Area, or anything likely to be a risk to the Licensed Area or any person in the Licensed Area.

4.6 Alterations

The Licensee must ensure the Licensee Members, the Licensee Occupiers and their invitees not make any alterations to the Licensed Area without the consent of the Licensor and such consent may be withheld at the Licensor's discretion.

4.7 Indemnity

The Licensee indemnifies the Licensor in relation to all costs, expenses, losses or other liability arising from the Licensee breaching or failing to comply with the terms of this

Licence and must keep the Licensor indemnified in relation to these matters throughout the Term.

5. Licensor's obligations

5.1 General

- (a) The Licensor must operate the Recreational Facilities on the Licensed Area.
- (b) The Licensor must keep and maintain the Licensed Area, the Recreational Facilities and the Services in good repair and condition.
- (c) The Licensor must grant the Licensee access to the Licensed Area as is necessary including ingress and egress.
- (d) The Licensor must pay all Outgoings and all charges for the supply of the Services.

5.2 Licensor to effect insurance

The Licensor must at all times during the Term maintain insurance for:

- (a) public liability for \$20 million concerning one single event; and
- (b) building, plate glass, workers compensation, and consequential loss.

5.3 Evidence of Payment

The Licensor must pay all insurance premiums on or before the due date for payment and produce evidence of payment to the Licensee, if requested by the Licensee .

5.4 Not to Invalidate or Increase

The parties must not do anything which may make any insurance effected by the Licensor or the Licensee invalid, capable of being cancelled or rendered ineffective, or which may increase any insurance premium.

6. GST

6.1 Definitions

In this clause:

- (a) words and expressions that are not defined in this Licence but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

- (b) GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999.

6.2 **GST Exclusive**

Except as otherwise provided by this clause, all consideration payable under this Licence in relation to any supply is exclusive of GST.

6.3 **Increase in Consideration**

If GST is payable in respect of any supply made by a supplier under this Licence (GST Amount), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

6.4 **Payment of GST**

Subject to clause 6.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Licence.

6.5 **Tax Invoice**

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 6.4.

6.6 **Reimbursements**

If this Licence requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

6.7 **Adjustment events**

If an adjustment event occurs in relation to a taxable supply under this Licence:

- (a) the supplier must provide an adjustment note to the recipient within seven days of becoming aware of the adjustment; and
- (b) any payment necessary to give effect to the adjustment must be made within seven days after the date of receipt of the adjustment note.

7. Assignment and Sub-Licensing

The Licensee may allow the Licensee Members and Licensee Occupiers to use the Licenced Area. The Licensee must not otherwise transfer, assign, sub-licence or deal with its interest under this Deed without the written consent of the Licensor which may be withheld at its absolute discretion.

8. Grant of Licence only

The Licensee agrees with the Licensor that:

- (a) this Licence does not create any estate or interest in the Licensed Area, other than a contractual right; and
- (b) this Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law.

9. Ownership of the Licensed Area

9.1 The Owner may:

- (a) transfer its freehold interest in the Licensed Area to the Licensee;
- (b) register a further plan of subdivision creating the Licensed Area as common property on PS721250F; or
- (c) transfer its freehold interest in the Licensed Area to any other party.

9.2 Upon the Licensor giving written notice to the Licensee of any of the events listed above in clause 9.1:

- (a) the Licensee will do everything necessary to take a transfer of the freehold interest in the Licensed Area if the Owner wishes to do so;
- (b) the Licensee acknowledges and agrees that it hereby consents to novation of this Licence from the Licensor as exiting party to the new registered proprietor of the Licensed Area.
- (c) the Licensee will perform its obligations under this Licence in favour of the new registered proprietor and accept performance of the Licensor's obligations in this Licence by the new registered proprietor.
- (d) the Licensee agrees to be bound by the terms and conditions of the Licence in all respects and in every way as if the new registered proprietor had originally been named in the Licence as a party in place of the Licensor.
- (e) the Licensee releases and forever discharges the Licensor from the further performance of the Licence and from all claims and demands whatsoever in

respect of the Licence and accepts the liability of the new registered proprietor in lieu of the liability of the Licensor.

- 9.3 The Licensee irrevocably appoints the Licensor as the Licensee's attorney to execute all documents and do all things necessary to give effect to the novation of this Licence.

10. Termination

10.1 Default

The Licensor may terminate this Licence by giving the Licensee 28 days' written notice in the event that:

- (a) the Licensee breaches a material provision of this Licence; and
- (b) the Licensee fails to rectify that material breach within 28 days of receiving written notice from the Licensor outlining the particulars of the material breach.

10.2 Destruction, resumption or withdrawal of consent

Either the Licensor or the Licensee may, by one month's written notice to the other party, terminate this Licence if the following occurs:

- (a) resumption or compulsory acquisition of the whole of the Licensed Area; or
- (b) damage to or destruction of the Licensed Area, and it is, in the reasonable opinion of the Licensee, impractical to continue the operation of the Licensed Area.

10.3 Planning Laws

- (a) If any valid authority considers that this Licence or the use by the Licensee of the Licensed Area to be inconsistent with any applicable planning laws then either party elect without penalty to terminate this Licence by giving the other party at least 28 days' written notice of its intention to do so.
- (b) If a party issues the other party with a termination notice under clause 10.3(a) each party will promptly if requested by the other sign all documentation that the reasonably requires to give effect to clause 10.3(a) of this Licence at no cost to the other.

10.4 Rights of the parties

Termination of this Licence in accordance with this clause 9 does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

11. General

11.1 Notices

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

- (a) the Licensee at its address set out in this Licence, the Licensee's registered office address, the Licensed Area, or the last known address of the Licensee; and
- (b) the Licensor at its address set out in this Licence or any other address notified in writing to the Licensee by the Licensor.

11.2 Entire Understanding

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

11.3 Waiver

If the Licensor accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Licensor's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Licensor's rights under this Licence.

11.4 Interest

Interest will be payable on demand at the rate per annum equal to the rate for the time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable under this Licence which remains unpaid for seven days.

12. Interpretation

12.1 Governing Law and Jurisdiction

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

12.2 Persons

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

12.3 Joint and Several

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

12.4 Legislation

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

12.5 Clauses and Headings

In this Licence:

- (a) a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and
- (b) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Licence.

12.6 Severance

In this Licence:

- (a) if a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- (b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

12.7 Number and Gender

In this Licence, a reference to:

- (a) the singular includes the plural and vice versa; and
- (b) a gender includes the other genders.

Development Agreement

HWL Ebsworth

Executed as a Deed

This _____ day of _____ 2021.

The **COMMON SEAL** of **Owners Corporation No 1 PS806375M** was hereto affixed pursuant to section 10 of the Owners Corporation Act 2006 (Vic) by:



Signature of Chairperson

Signature of Secretary

Full name (print)

Full name (print)

Executed by **Goldfields Living RB Pty Ltd ACN 154 859 891** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Annexure A - Licensed Area Plan

INFORMATION ONLY

Owner Update Form

Please complete all fields marked with*. Please email the completed form to reception@enginepropertygroup.com.au or send to this office via post to:
Engine Property Group Pty Ltd, PO Box 589, EAST MELBOURNE VIC 8002

Date: ___/___/___

PROPERTY DETAILS			
Plan of Subdivision:		Lot Number:	
Property Address:			
OWNER DETAILS			
*Owner Name/s:			
*Owner Address			
*Contact Phone:		*Mobile:	
*Email:			
MANAGING AGENT DETAILS (IF APPLICABLE)			
*Company:			
*Address:			
*Contact Phone:		*Mobile:	
*Email:			
IMPORTANT NOTE			
<p>Charges apply for all international postage. These charges will be levied back to the lot owner. Overseas mail will incur a minimum of \$15.00 postage fee. This fee applies to each and every letter issued to an international postal address. If you do not wish to incur International Postal fee please provide an Australian Postal address and valid email address for ALL Levy and Delivery Notices.</p>			
LEVY & NOTICE DELIVERY			
PLEASE NOTE AT LEAST 1 OPTION FROM EACH COLUMN MUST BE SELECTED			
FEE NOTICES SENT TO:		CORRESPONDENCE SENT TO:	
<input type="checkbox"/> Owner via Post		<input type="checkbox"/> Owner via Post	
*Please provide Australian Postal address if above Post option has been selected:			
<input type="checkbox"/> Owner via Email		<input type="checkbox"/> Owner via Email	
<input type="checkbox"/> Agent via post		<input type="checkbox"/> Agent via post	
<input type="checkbox"/> Agent via Email		<input type="checkbox"/> Agent via Email	
OWNER AUTHORISATION			
<p>I/We as the owner/s of the above property give authority for Engine Property Group Pty Ltd to change my details to the above.</p>			
*Owner/s Signature:			

What is an Owners Corporation?

Am I a member of the Owners Corporation?

An Owners Corporation (formerly known as a Body Corporate) is the collective name given to lot owners within a development which has common property. That is, property which all owners have the right to use, such as; a lift, driveway, swimming pool, tennis court or community gardens.

Once settlement has occurred and you are the owner of a property (or 'lot'), you are automatically a member of the Owners Corporation. Membership applies whether you own vacant land or an existing house.

Owners' Benefits & Responsibilities

As a lot owner and member of the Owners Corporation, you have benefits as well as legal and financial responsibilities to the Owners Corporation (other lot owners).

You are entitled to:

- The right to use common property.
- Attend and vote at an Annual General Meeting (AGM) or Special General Meeting (SGM).
- Become an Owners Corporation Committee member.

You are responsible for:

- Payment of Owners Corporation Contributions (fees).
- Complying with the Rules of Use, Owners Corporation Rules, Design Guidelines, the Owners Corporations Act 2006 and Owners Corporations Regulations 2018.

Legal Basis

The Owners Corporations Act 2006 puts this system in place, to guarantee that the Owners Corporation is consistently maintained through responsible administration, management and repairs.

Increase Assets' Value

The Owners Corporation benefits all members by ensuring that the development is well maintained, which adds to the value of your investment asset or home.

How does an Owners Corporation work?

2 OC Manager

The Owners Corporation Manager (OC Manager) is a company which is appointed to manage the Owners Corporation.

The OC Manager has no voting rights or decision making powers; its' purpose is to facilitate the instructions and wishes of the Owners Corporation.

The OC Manager liaises with the Committee and provides a team of administration support and finance trained staff to manage the Owners Corporation.

The OC Manager:

- Stores all records of the Owners Corporation.
- Takes direction from the Committee by completing and providing research for tasks and then fulfilling the decisions of the Committee.
- Handles all incoming money (collecting OC fees) and outgoing money (paying bills, insurance).
- Ensures all stakeholders comply with all rules and legislation pertaining to the Owners Corporation.

3 Club Manager

The day to day operations, functions and maintenance of the common property is the responsibility of the Club/Facility Management team.

This on-site team deals directly with the various contractors and suppliers in carrying out maintenance work to ensure all common property and facility equipment is in good condition.

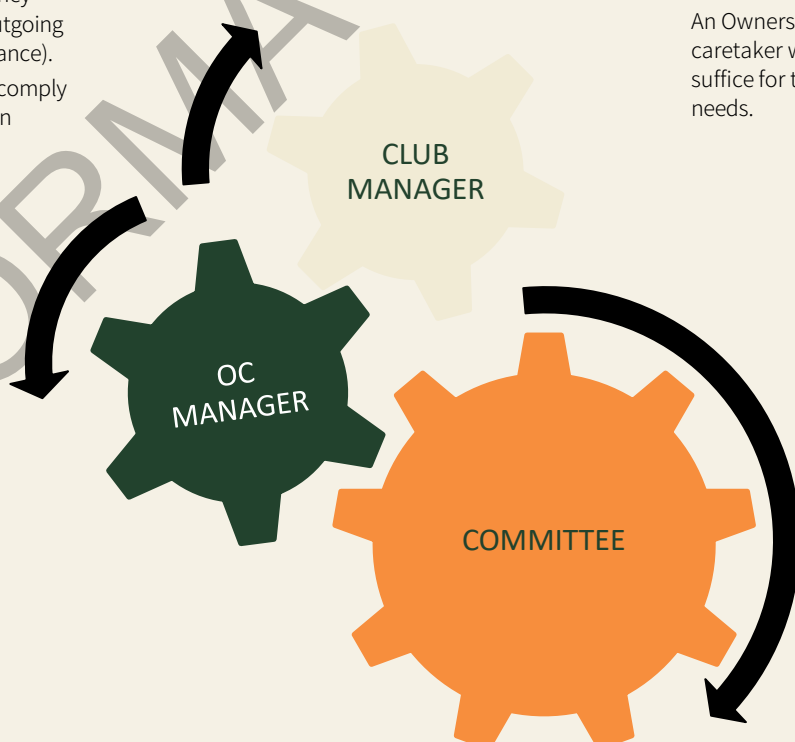
The Club Management team are the first point of contact for the daily operations of the facility.

Not all Owners Corporations have a Club Manager or Facility Management team; this is not a requirement.

Many Owners Corporations do not have the common property to require this level of management and operate without it.

An Owners Corporation can also have a caretaker which may be enough to suffice for the Owners Corporation's needs.

Three levels of management for an Owners Corporation



1 Committee

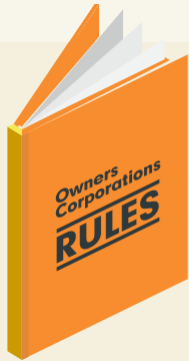
A Committee is elected by owners at an Annual General Meeting.

The Committee is responsible for making decisions on behalf of all owners.

The Committee will elect a Chairperson to encourage direction and decision making.

The Committee can determine any ordinary resolutions which will apply to the management of the Owners Corporation.

What are the responsibilities of an Owners Corporation?



All Owners Corporations are governed by the Owners Corporations Act 2006.

Owners Corporations are required to have rules for the management, use and enjoyment of the shared property and of owner lots. These rules can be established by the Owners Corporation themselves to suit their particular requirements. Alternatively, the Owners Corporation can follow a set of rules which are the Owners Corporations Regulations 2018.



PROPOSALS FOR CHANGE, VOTING AND RESOLUTIONS

All owners have the right to put forward a case for changes to the common property or the Owners Corporation. Any such changes, as well as important decisions, are decided by a vote, either at the Annual General Meeting (AGM), at a Committee Meeting, or by a ballot. The case is put to a vote as a motion and if the motion receives enough votes, it becomes a Resolution and will be acted upon.

An Ordinary Resolution is the day-to-day running of the Owners Corporation. These decision making powers are delegated to the Committee to make these decisions throughout the year. The usual motions at an AGM are Ordinary Resolutions. At an AGM should a quorum not be achieved (half of total lot owners in attendance), an Ordinary Interim Resolution is required.

There are 3 types of Resolutions:

<p>Ordinary Resolution</p> <p>requires 50% or more of owners in favour</p>	<p>Special Resolution</p> <p>requires 75% or more of owners in favour</p>	<p>Unanimous Decision</p> <p>requires 100% of owners in favour</p>
---	--	---

An Interim Ordinary Resolution initially requires a notice to be sent to all owners within 14 days of the AGM announcing the Interim Ordinary Resolution and giving owners 28 days to present a petition against the proposed change if they wish to do so. If more than 25% of the Owners Corporation say no, then the vote on the proposal is lost. On the 29th day after the meeting, if 25% have not voted against the motion, then the motion becomes a Resolution of the Owners Corporation.

What are Owners Corporation fees?

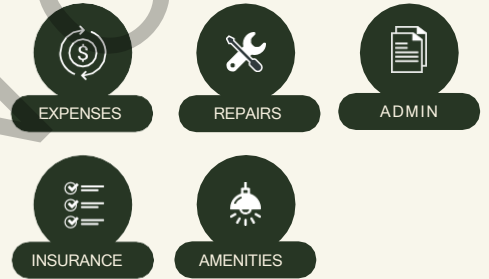
All members of the Owners Corporation share responsibility for contributing to the costs associated with the running of the Owners Corporation. The Owners Corporation Contributions (also known as OC fees) cover the cost of the maintenance and the legal requirements of an Owners Corporation.

THE BUDGET

The budget lists the likely costs for each item that will require service and maintenance for the Owners Corporation during the coming year.

Owners contribute towards these costs via their Owners Corporation Contributions (OC fees).

The Owners Corporation fees can change depending on the requirements of the budget.



The Owners Corporation fees paid by all owners, cover the costs as determined by the Owners Corporation Committee and OC Manager, who monitor actual costs and research and forecast likely future costs. This detailed budget is presented at the Annual General Meeting.

OWNERS CORPORATION FEES

Invoices for payment of the Owners Corporation fees are issued to the lot owner 28 days before the due date. Members have a responsibility to ensure their contributions are paid on time.

If owners cannot make a payment on time, penalties and debt recovery fees will apply, pursuant to the Owners Corporations Act 2006 sections 30, 31, 32. Should you pay your Owners Corporation fees after the prescribed due date, there is an approved Debt Recovery Procedure that will be enacted.

From www.planning.vic.gov.au at 21 October 2025 05:55 PM

PROPERTY DETAILS

Address: **3 FUCHSIA DRIVE ROCKBANK 3335**
Lot and Plan Number: **Lot 802 PS806375**
Standard Parcel Identifier (SPI): **802\PS806375**
Local Government Area (Council): **MELTON**
Council Property Number: **865840**
Planning Scheme: **Melton**
Directory Reference: **Melway 344 G12**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

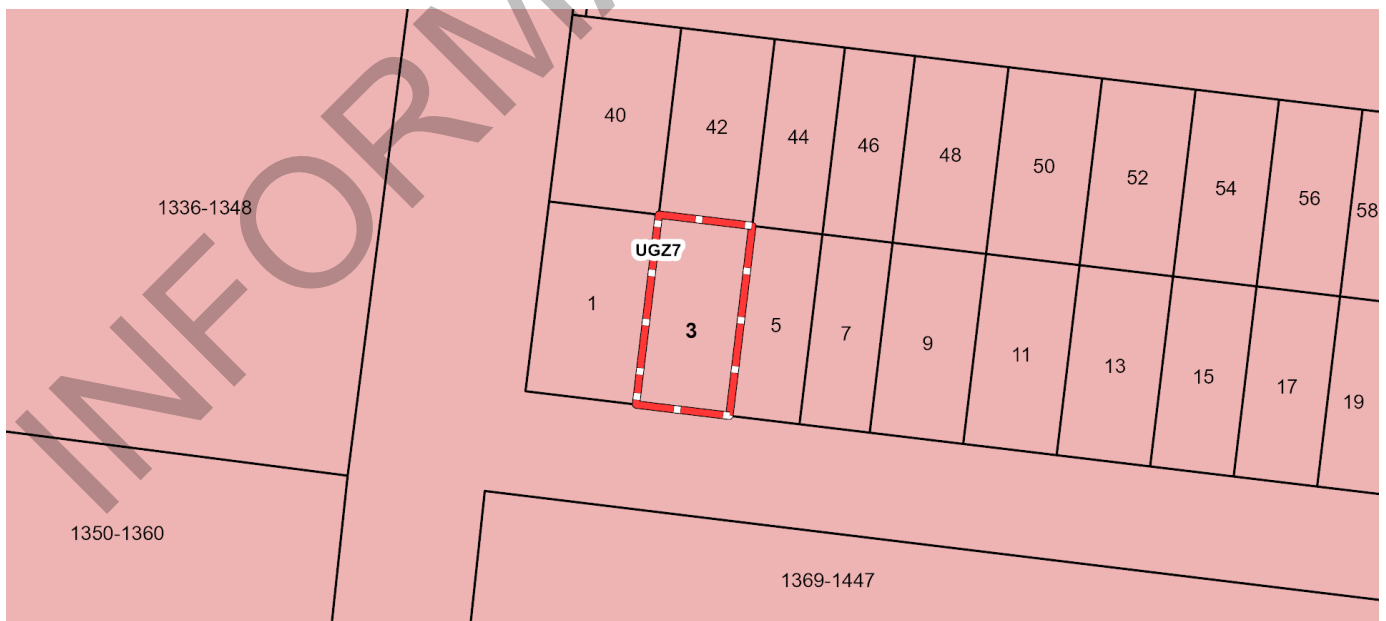
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)



UGZ - Urban Growth

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

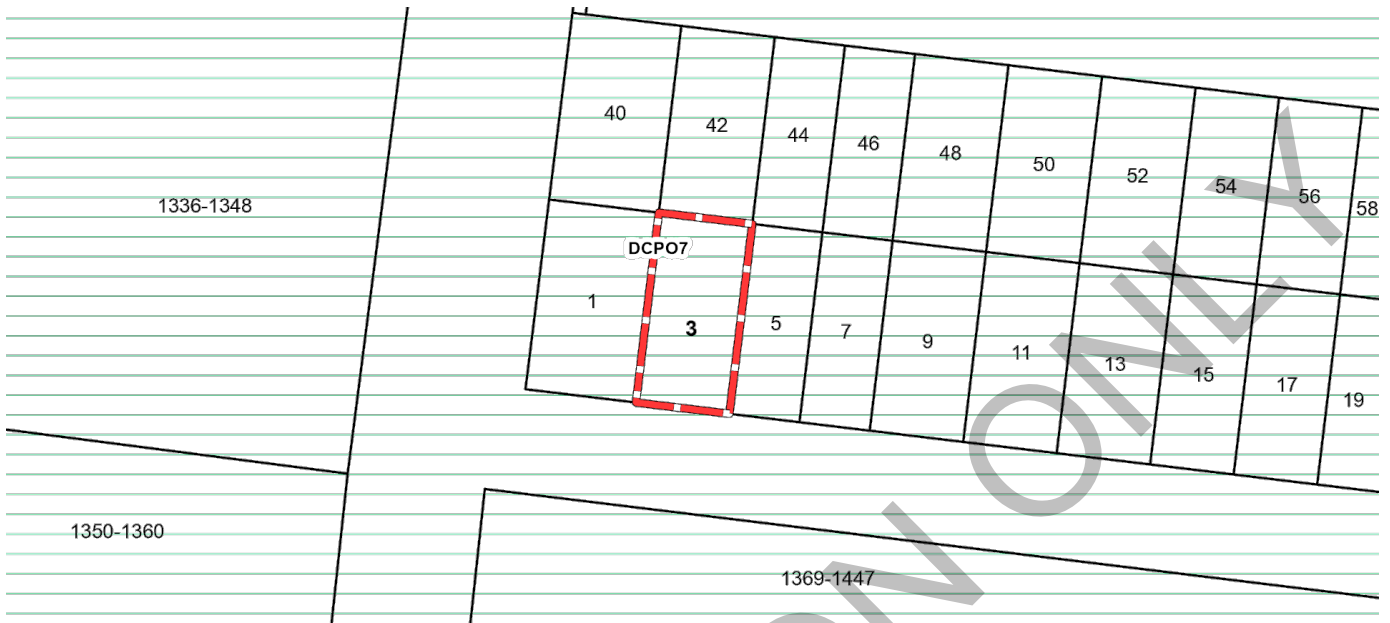
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7 (DCPO7)



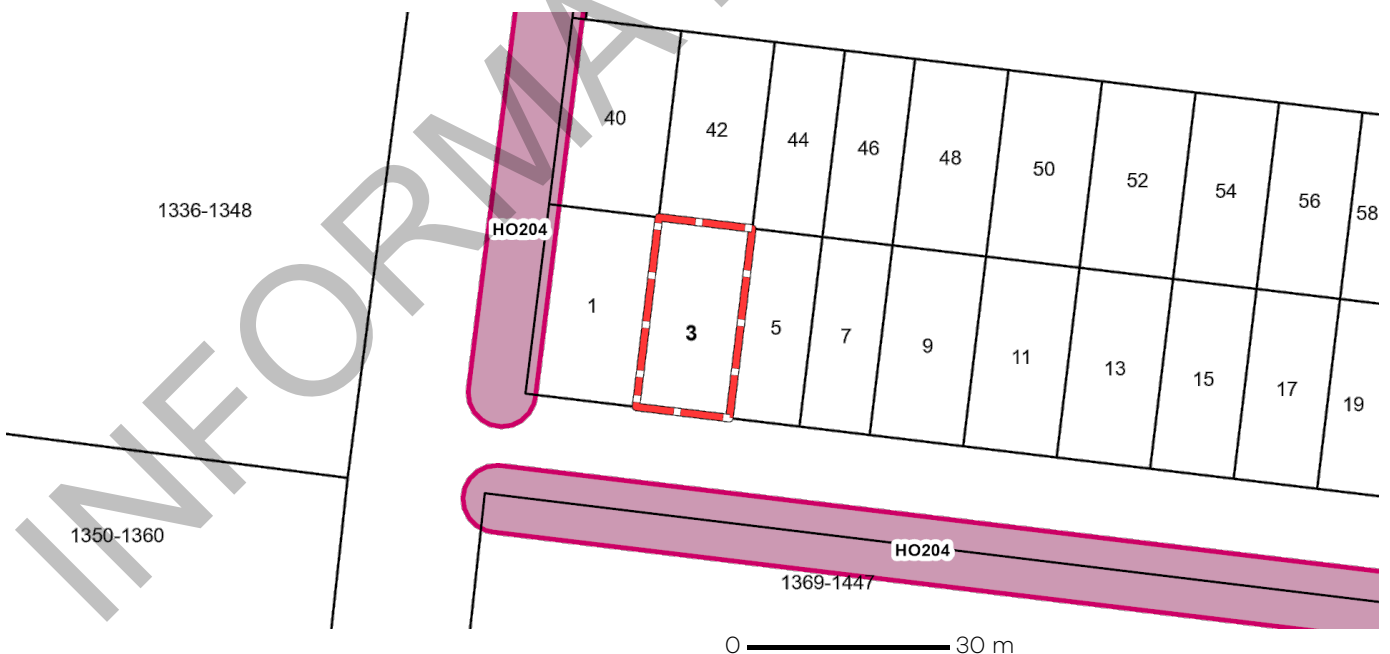
 **DCPO - Development Contributions Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

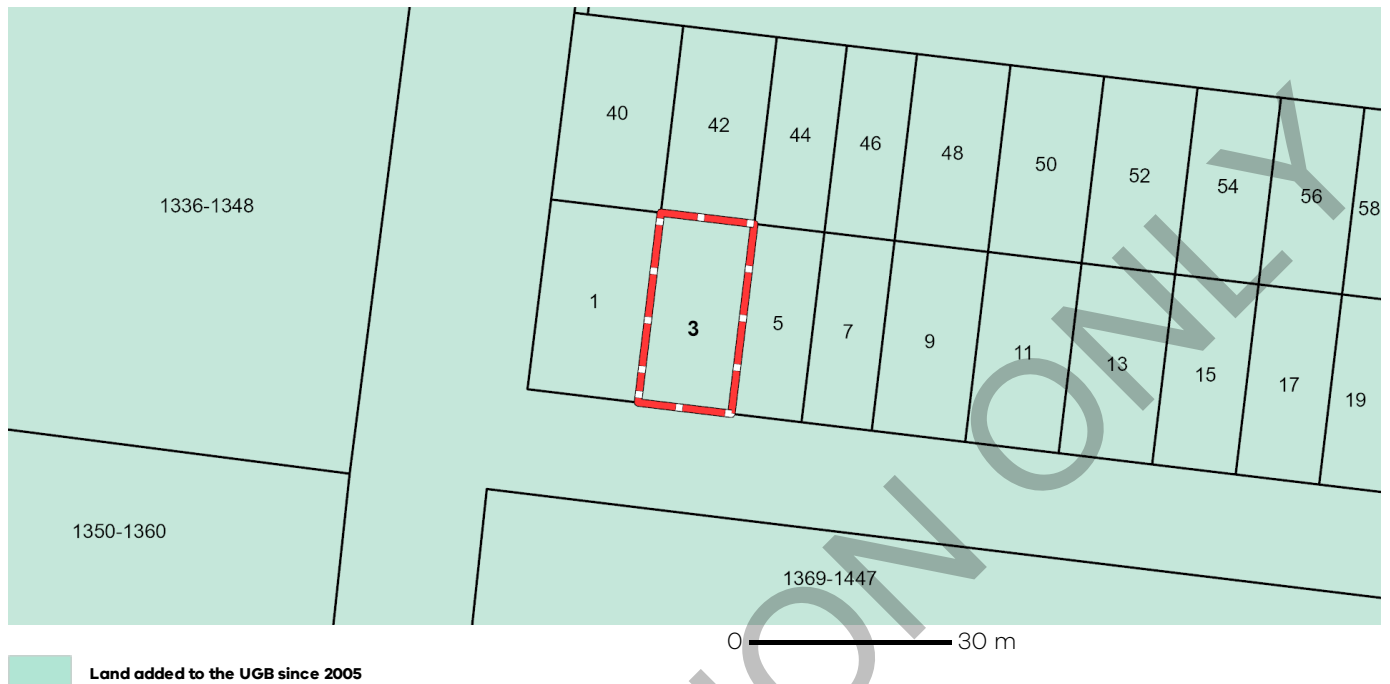


 **HO - Heritage Overlay**

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

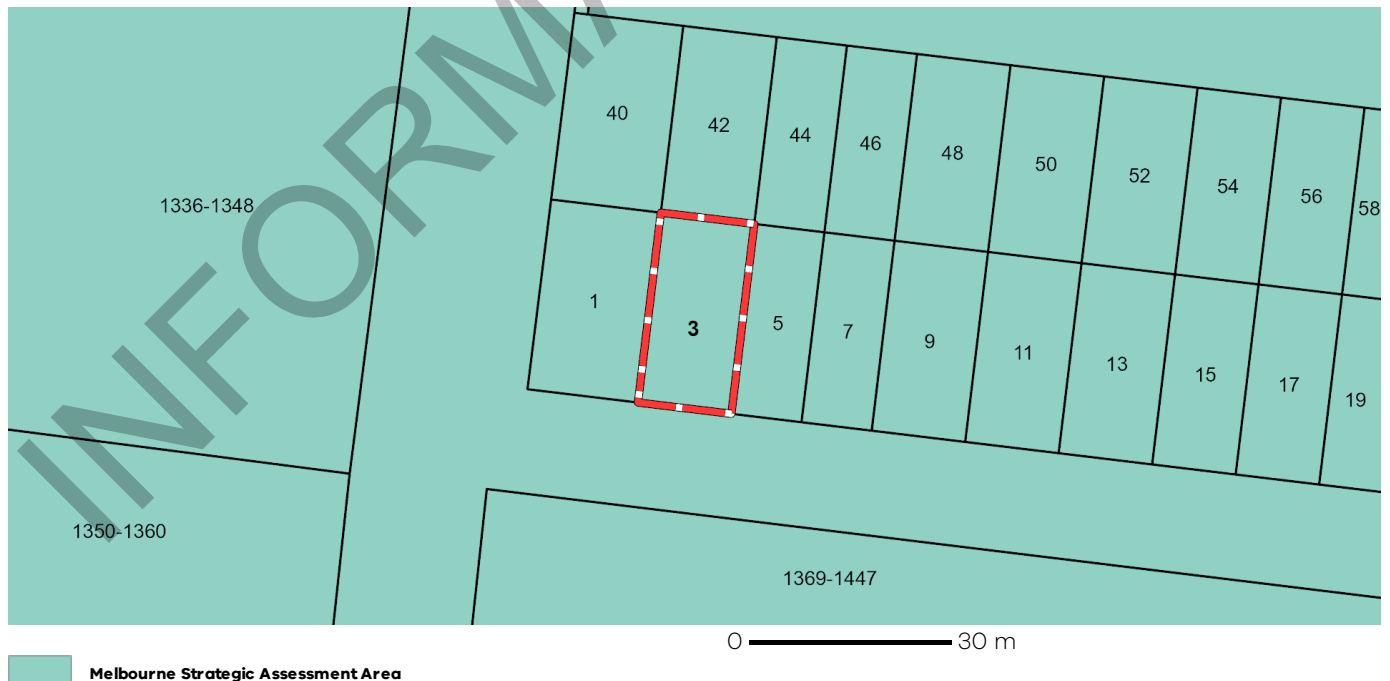
Growth Area Infrastructure Contribution

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](http://www.vpa.vic.gov.au)



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/>



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

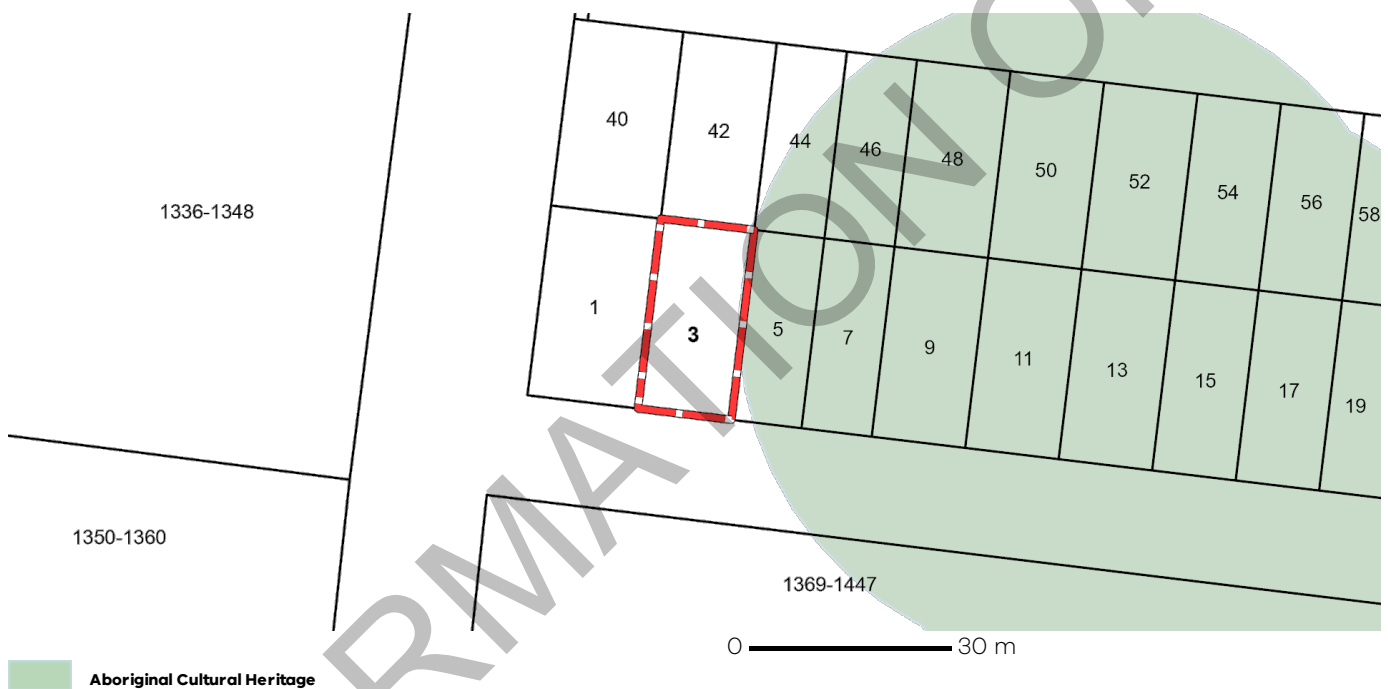
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 16 October 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

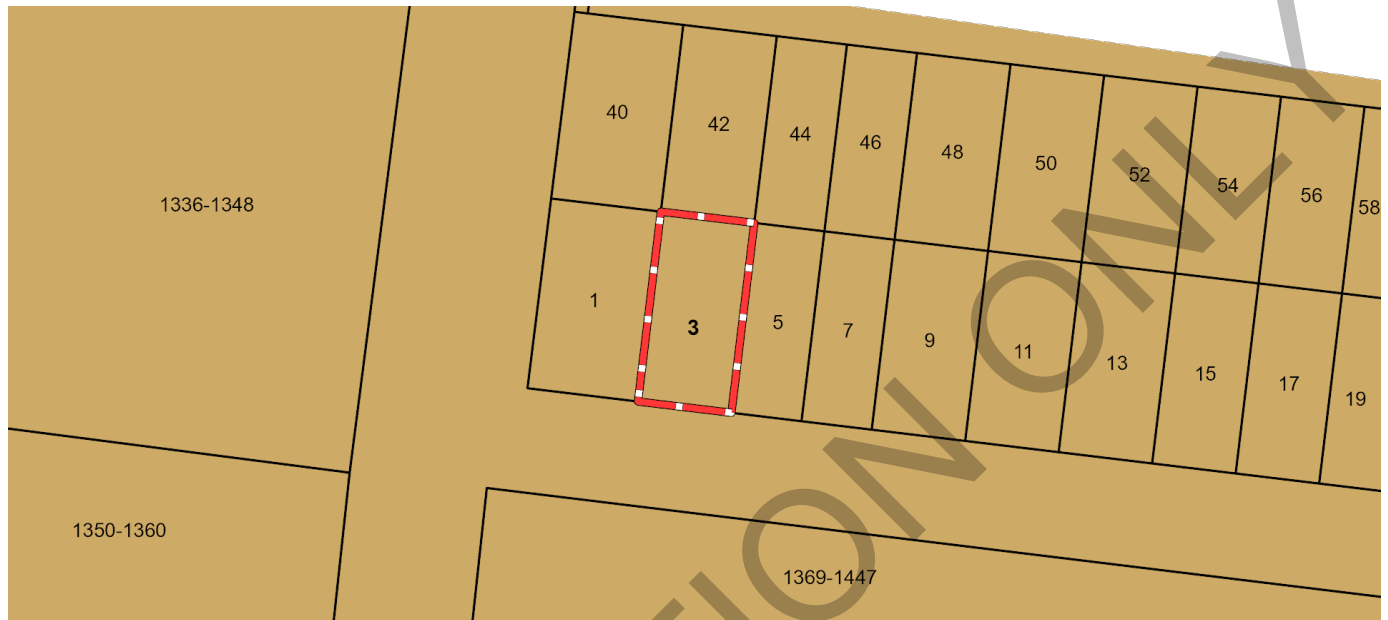
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Property Clearance Certificate

Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	89298917:130982930
Certificate No:	93694735
Issue Date:	14 OCT 2025
Enquiries:	ESYSPROD

Land Address: 3 FUCHSIA DRIVE ROCKBANK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48248830	802	806375	12290	678	\$1,500.00

Vendor: SAMUEL STEPHENSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
SAMUEL JAMES STEPHENSON	2025	\$350,000	\$1,500.00	\$0.00	\$1,500.00

Comments:

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$590,000
SITE VALUE (SV):	\$350,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,500.00

Notes to Certificate - Land Tax

Certificate No: 93694735

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,500.00

Taxable Value = \$350,000

Calculated as \$1,350 plus (\$350,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,900.00

Taxable Value = \$590,000

Calculated as \$590,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93694735

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 93694735

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 89298917:130982930

Certificate No: 93694735

Issue Date: 14 OCT 2025

Enquires: ESYSPROD

Land Address: 3 FUCHSIA DRIVE ROCKBANK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48248830	802	806375	12290	678	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$590,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93694735

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	89298917:130982930
Certificate No:	93694735
Issue Date:	14 OCT 2025

Land Address: 3 FUCHSIA DRIVE ROCKBANK VIC 3335

Lot	Plan	Volume	Folio
802	806375	12290	678

Vendor: SAMUEL STEPHENSON
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 93694735

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 93694735

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 93694735

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Rates, charges and valuation notice

2025/2026

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



For the period 1 July 2025 to 30 June 2026

A.B.N 22 862 073 889

Date of Issue: 20/08/2025

S J Stephenson
239 Cranbourne Road
FRANKSTON VIC 3199

Arrears will be charged interest at 10% P.A.

Assessment Number

865840

Arrears Amount

Due

Pay this amount

\$495.84

Not later than

30/09/2025

Property Location 3 Fuchsia Drive ROCKBANK VIC 3335
Description LOT 802 ST 1 PS 806375M V/F 12290/678

Ward

MOUNT ATKINSON

Capital Improve Value	Site Value	Net Annual Value
\$590,000	\$345,000	\$29,500

PREScribed DATE OF VALUATION: 01/01/2025
EFFECTIVE DATE OF VALUATION: 01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00211580	x \$590,000	\$1,248.32
Municipal Charge	\$189.00	x 1	\$189.00
Waste Service C-240L yellow, 120L red, 120L green	\$308.00	x 1	\$308.00

Emergency Services & Volunteer Fund

Residential ESVF Fixed Charge	\$136.00	x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$590,000	\$102.07

Total Rates & Charges

\$1,983.39

1st Instalment 30/09/2025
\$495.84

2nd Instalment 30/11/2025
\$495.85

3rd Instalment 28/02/2026
\$495.85

4th Instalment 31/05/2026
\$495.85

Total Balance

\$1,983.39

The Emergency Services & Volunteer Fund sum of \$238.07 is collected for the State Government. AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/26) *Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m3) of Waste* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2026)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No. 001008658401



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330 001008658401

ASSESSMENT NUMBER **865840**

RATE PAYER S J Stephenson

PROPERTY LOCATION 3 Fuchsia Drive ROCKBANK VIC 3335



Scan here to pay

Amount Payable

\$495.84



Register now at melton.enotices.com.au with eNotices reference number:

40760593CM



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email



S Stephenson
239 Cranbourne Rd
FRANKSTON VIC 3199



Get your bill delivered straight to your inbox

Go to gww.com.au to switch to e-bills.

Account number

75518 50000

Tax Invoice 755920613984

Date of issue 12 Sep 2025

Service address

3 Fuchsia Drive, Rockbank VIC, 3335

Amount to pay

\$1,431.44

Previous bill	\$1,188.27
Payments received	\$0.00
Balance	\$1,188.27
Current charges	\$243.17
Total charges	\$1,431.44

Please see page 2 for detailed information

Pay by

08 Oct 2025

Having trouble paying your bill?

Call us on **13 44 99** or visit gww.com.au/accounts-billing

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit at gww.com.au or call **13 44 99**



BPAY

Billcode: **8789**
Ref: **75518500006**
Go to bpay.com.au

® Registered to BPAY Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card at gww.com.au or call **13 44 99**



Australia Post

Billcode: **0362**
Ref: **0755 1850 0007**

Pay at any post office, by phone **13 18 16**, at postbillpay.com.au, or via AusPost app

Centrelink

Make regular deductions from your Centrelink payments. Call **13 44 99** or visit centrelink.gov.au
Greater Western Water reference: **555-054-071-L**
Your account number: **75518 50000**





MR SAMUEL J STEPHENSON
239 CRANBOURNE ROAD
FRANKSTON VIC 3199

Our reference: 7163749532405

Phone: **13 28 66**

10 October 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SAMUEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411143602178
Vendor name	SAMUEL JAMES STEPHENSON
Clearance Certificate Period	9 October 2025 to 9 October 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S STATEMENT

Property:
3 Fuchsia Drive ROCKBANK VIC 3335

Sargeants Conveyancing

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: admin@sargeantscs.com.au

Ref: 25/6631