

# Contract of Sale of Real Estate

**Property address**                      **9 GOSSAMER WAY MICKLEHAM VIC 3064**

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 SIGNING IT.

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

**Print name(s) of person(s) signing:** .....

.....

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print name(s) of person(s) signing:**                      **STEVEN RAYMOND PATTERSON AND MELINA ALESSI**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

**STEVEN RAYMOND PATTERSON**

**MELINA ALESSI**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:24/3094AJ

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference |       |       |     | being lot | on plan   |
|--------------------------------|-------|-------|-----|-----------|-----------|
| Volume                         | 11596 | Folio | 273 | 1642      | PS649691Y |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

### Property address

The address of the land is: **9 GOSSAMER WAY MICKLEHAM VIC 3064**

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

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

### Payment (general condition 14 and 17)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

### GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

### Settlement (general condition 17)

is due on .....

**PLEASE NOTE - NO Settlements between 20/12/2024-15/01/2025 – our office will be closed.**

**See special condition 25.**

**Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.**

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

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

### Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the 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 :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

### Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

**Special conditions**



## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 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.
- 3.5 The Purchaser must:
  - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;despite
  - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
  - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 3.9 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.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 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 special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 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 Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of 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.

5.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*

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.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

**9.6 General Condition 12 is Deleted from this Contract.**

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.9 The Purchaser agrees to make their own enquiries with any authority or Party they may presume applicable or relevant of any particulars of any notice, order, declaration, deed, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, and the Purchaser agrees to assume, to the fullest extent permitted by law or equity, complete responsibility and liability for and comply with all the requirements and obligations of all notices, orders, declarations, deeds, reports or recommendations served in the respect of the Property, including any Notice, Order, declaration, deed, report or recommendation contained in the Contract herein, if any, whether the service is on the Vendor or otherwise, on or before or after the day of sale or settlement. Failure of disclosure of any such notices or orders, declaration, deed, report or recommendation to the Purchaser or failure of compliance with any notices or orders, declaration, deed, report or recommendation by the Vendor does not constitute a defect in the vendor's title or affects the validity of this contract and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind the Contract whatsoever because of this special condition.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

**10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

**11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

**12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

**13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the

Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.

- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

#### **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

#### **15. Guarantee & Indemnity.**

- 15.1** Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

#### **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1** If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
  - 16.1.1** warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2** If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
  - 16.2.1** must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
  - 16.2.2** The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
  - 16.2.3** The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

#### **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

#### **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

#### **19. Adjustments of Outgoings**

- 19.1** The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2** If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
  - (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or

(b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier(including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.



## 26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

## GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

## SCHEDULE

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2024 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

## 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received 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 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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) The 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:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

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

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

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

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

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

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

## 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 Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

**Land**

9 GOSSAMER WAY MICKLEHAM VIC 3064

**Vendor's name**

MELINA ALESSI

**Date**  
/ /

**Vendor's  
signature**

**Vendor's name**

STEVEN RAYMOND PATTERSON

**Date**  
/ /

**Vendor's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

|                                                                                                                                                                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPCC No. 120                                                       |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?                                                                                                                                                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows    | Date:<br>OR<br><input checked="" type="checkbox"/> Not applicable   |

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

### 4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 4.2. Agricultural Chemicals

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 4.3. Compulsory Acquisition

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

## 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

|  |
|--|
|  |
|--|

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

Page 1 of 2

VOLUME 11596 FOLIO 273

Security no : 124119693012D  
Produced 08/11/2024 05:00 PM

### LAND DESCRIPTION

Lot 1642 on Plan of Subdivision 649691Y.  
PARENT TITLE Volume 11567 Folio 647  
Created by instrument PS649691Y Stage 21 07/09/2015

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
STEVEN RAYMOND PATTERSON  
MELINA ALESSI both of 30 FOREST RED GUM DRIVE MICKLEHAM VIC 3064  
AM222673G 01/10/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM635652M 16/03/2016  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS649691Y 07/09/2015

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  
AL469589Y 06/11/2014

### DIAGRAM LOCATION

SEE PS649691Y 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: 9 GOSSAMER WAY MICKLEHAM VIC 3064

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 16/03/2016

### OWNERS CORPORATIONS

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

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Page 2 of 2

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS649691Y

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS649691Y</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>96</b>               |
| Document Assembled                              | <b>08/11/2024 17:00</b> |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|
| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     | Stage No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | LRS use only<br><b>EDITION 24</b> | Plan Number<br><b>PS 649691Y</b> |
| <p style="text-align: center;"><b>Location of Land</b></p> <p>Parish: Mickleham<br/> Township: _____<br/> Section: _____<br/> Crown Allotment: _____<br/> Crown Portion: 2B (Part)</p> <p>Title Reference: Vol. 8795 Fol. 871<br/> Vol. 8735 Fol. 421</p> <p>Last Plan Reference: Lot 1 TP 513671C<br/> Lot 1 TP 760363H</p> <p>Postal Address: 535 &amp; 535A Mount Ridley Road<br/> (at time of subdivision) Mickleham 3064</p> <p>MGA94 Co-ordinates: E 313 900 Zone: 55<br/> (of approx. centre of land in plan) N 5 840 300</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     | <p style="text-align: center;"><b>Council Certificate and Endorsement</b></p> <p>Council Name: Hume City Council Ref: _____</p> <ol style="list-style-type: none"> <li>This plan is certified under section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988.<br/> Date of original certification under section 6 / / 20</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.<br/> <u>OPEN SPACE</u><br/> (ii) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.<br/> (ii) The requirement has been satisfied.<br/> (iii) The requirement is to be satisfied in Stage.....</li> </ol> <p>Council Delegate<br/> Council Seal<br/> Date / / 20</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988<br/> Council Delegate<br/> Council Seal<br/> Date / / 20</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |                                  |
| <b>Vesting of Roads and/or Reserves</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| Identifier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Council/Body/Person |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| <b>SEE SHEET 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     | <b>Notations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                                  |
| <p>Building Envelope Schedules are within the Instrument for the relevant Stage;<br/> See below for details.</p> <p>Lots 101 to 152 Instrument PS 649691Y<br/> Lots 201 to 243 Instrument PS 649691Y/S2<br/> Lots 244 to 281 Instrument PS 649691Y/S3<br/> Lots 301 to 338 Instrument PS 649691Y/S4<br/> Lots 339 to 364 Instrument PS 649691Y/S17<br/> Lots 501 to 524 Instrument PS 649691Y/S6<br/> Lots 525 to 551 Instrument PS 649691Y/S18<br/> Lots 701 to 730 Instrument PS 649691Y/S8<br/> Lots 601 to 649 Instrument PS 649691Y/S7<br/> Lots 731 to 774 Instrument PS 649691Y/S20<br/> Lots 801 to 851 Instrument PS 649691Y/S9<br/> Lots 1601 to 1617, 1628 to 1649 &amp; 1653 to 1658<br/> Instrument PS 649691Y/S21<br/> Lots 901 to 951 Instrument PS 649691Y/S10<br/> Lots 1001 to 1058 Instrument PS 649691Y/S11<br/> Lots 1201 to 1230 Instrument PS 649691Y/S13<br/> Lots 1231 to 1262 Instrument PS 649691Y/S24<br/> Lots 1101 to 1135 Instrument PS 649691Y/S12<br/> Lots 1136 to 1174 Instrument PS 649691Y/S23<br/> Lots 1301 to 1353 Instrument PS 649691Y/S25<br/> Lots 1618 to 1627, 1650 to 1652, 1659 &amp; 1660<br/> Instrument PS 649691Y/S22<br/> Lots 1701 to 1748 Instrument PS 649691Y/S26<br/> Lots 1801 to 1837 Instrument PS 649691Y/S27</p> <p>Lots on this plan may be affected by one or more Owners Corporations.</p> <p>Estate: TRILLIUM</p> |                     | <p><b>Staging</b> This is <del>is not</del> a staged subdivision<br/> Planning Permit No. P15448</p> <p><b>Depth Limitation</b> : Does not apply.</p> <p>Lots 1 to 100 (Both Inclusive), 153 to 200 (Both Inclusive), 282 to 300 (Both Inclusive), 365 to 500 (Both Inclusive), 552 to 600 (Both Inclusive), 650 to 700 (Both Inclusive), 775 to 800 (Both Inclusive), 852 to 900 (Both Inclusive), 952 to 1000 (Both Inclusive), 1059 to 1100 (Both Inclusive), 1175 to 1200 (Both Inclusive), 1263 to 1300 (Both Inclusive), 1354 to 1400 (Both Inclusive), 1418 to 1600 (Both Inclusive), 1661 to 1700 (Both Inclusive), 1749 to 1800 (Both Inclusive) and S2 to S27 (Both Inclusive) have been omitted from this plan.</p> <p>The easement for transmission of electricity purpose created by D104619 merges upon registration of this plan.</p> <p>E-4 &amp; E-7, Party Wall Easements, have been exaggerated in the diagrams herein for clarity purposes.</p> <p>Reserve No.11 has been exaggerated for clarity.</p> <p><b>Other purpose of plan:</b><br/> To remove the easement for carriageway purposes shown on TP 513671C created by Transfer D104619.</p> <p><b>Grounds for Removal of Easement:</b><br/> By direction in Planning Permit No. P15448 issued by Hume City Council.</p> <p><b>Survey</b> This plan is <del>is not</del> based on survey.<br/> See BP 2632P.</p> <p>This survey has been connected to Mickleham Permanent Marks no(s) PM3 &amp; PM4<br/> This land is in Proclaimed Survey Area No.74.</p> |                                   |                                  |
| <b>Easement Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| <b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| Easement Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Purpose             | Width (Metres)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Origin                            | Land Benefited/In Favour Of      |
| <b>SEE SHEET 3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| <b>THIS IS A LAND USE VICTORIA COMPILED PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| FOR DETAILS SEE MODIFICATION TABLE HEREIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
| SHEET 1 OF 94 SHEETS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                                  |
|  <p><b>WATSONS</b><br/> URBAN DEVELOPMENT<br/> CONSULTANTS &amp; MANAGERS</p> <p>5 MAIN ST, MORNINGTON PH.(03) 5975 4644<br/> SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE<br/> PH.(03) 9860 0300</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     | <p>LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE</p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE _____</p> <p>REF 36182 VERSION _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     | <p>DATE / / 20</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                   |                                  |

|                                         |                                       |            |                                |                                  |
|-----------------------------------------|---------------------------------------|------------|--------------------------------|----------------------------------|
| <b>PLAN OF SUBDIVISION</b>              |                                       | Stage No.  | LRS use only<br><b>EDITION</b> | Plan Number<br><b>PS 649691Y</b> |
| <b>Vesting of Roads and/or Reserves</b> |                                       |            |                                |                                  |
| Identifier                              | Council/Body/Person                   | Identifier | Council/Body/Person            |                                  |
| Roads R-1                               | Hume City Council                     |            |                                |                                  |
| Roads R-2                               | Hume City Council                     |            |                                |                                  |
| Roads R-3                               | Hume City Council                     |            |                                |                                  |
| Roads R-4                               | Hume City Council                     |            |                                |                                  |
| Roads R-6                               | Hume City Council                     |            |                                |                                  |
| Roads R-7                               | Hume City Council                     |            |                                |                                  |
| Roads R-8                               | Hume City Council                     |            |                                |                                  |
| Roads R-9                               | Hume City Council                     |            |                                |                                  |
| Roads R-10                              | Hume City Council                     |            |                                |                                  |
| Roads R-11                              | Hume City Council                     |            |                                |                                  |
| Roads R-12                              | Hume City Council                     |            |                                |                                  |
| Roads R-13                              | Hume City Council                     |            |                                |                                  |
| Roads R-17                              | Hume City Council                     |            |                                |                                  |
| Roads R-18                              | Hume City Council                     |            |                                |                                  |
| Roads R-20                              | Hume City Council                     |            |                                |                                  |
| Roads R-21                              | Hume City Council                     |            |                                |                                  |
| Roads R-22                              | Hume City Council                     |            |                                |                                  |
| Roads R-23                              | Hume City Council                     |            |                                |                                  |
| Roads R-24                              | Hume City Council                     |            |                                |                                  |
| Roads R-25                              | Hume City Council                     |            |                                |                                  |
| Roads R-26                              | Hume City Council                     |            |                                |                                  |
| Roads R-27                              | Hume City Council                     |            |                                |                                  |
| Roads R-28                              | Hume City Council                     |            |                                |                                  |
| Reserve No. 1                           | Hume City Council                     |            |                                |                                  |
| Reserve No. 2                           | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 3                           | Hume City Council                     |            |                                |                                  |
| Reserve No. 4                           | Hume City Council                     |            |                                |                                  |
| Reserve No. 5                           | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 6                           | Hume City Council                     |            |                                |                                  |
| Reserve No. 7                           | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 8                           | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 9                           | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 10                          | Hume City Council                     |            |                                |                                  |
| Reserve No. 11                          | Hume City Council                     |            |                                |                                  |
| Reserve No. 15                          | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 16                          | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |
| Reserve No. 17                          | Jemena Electricity Networks (Vic) Ltd |            |                                |                                  |

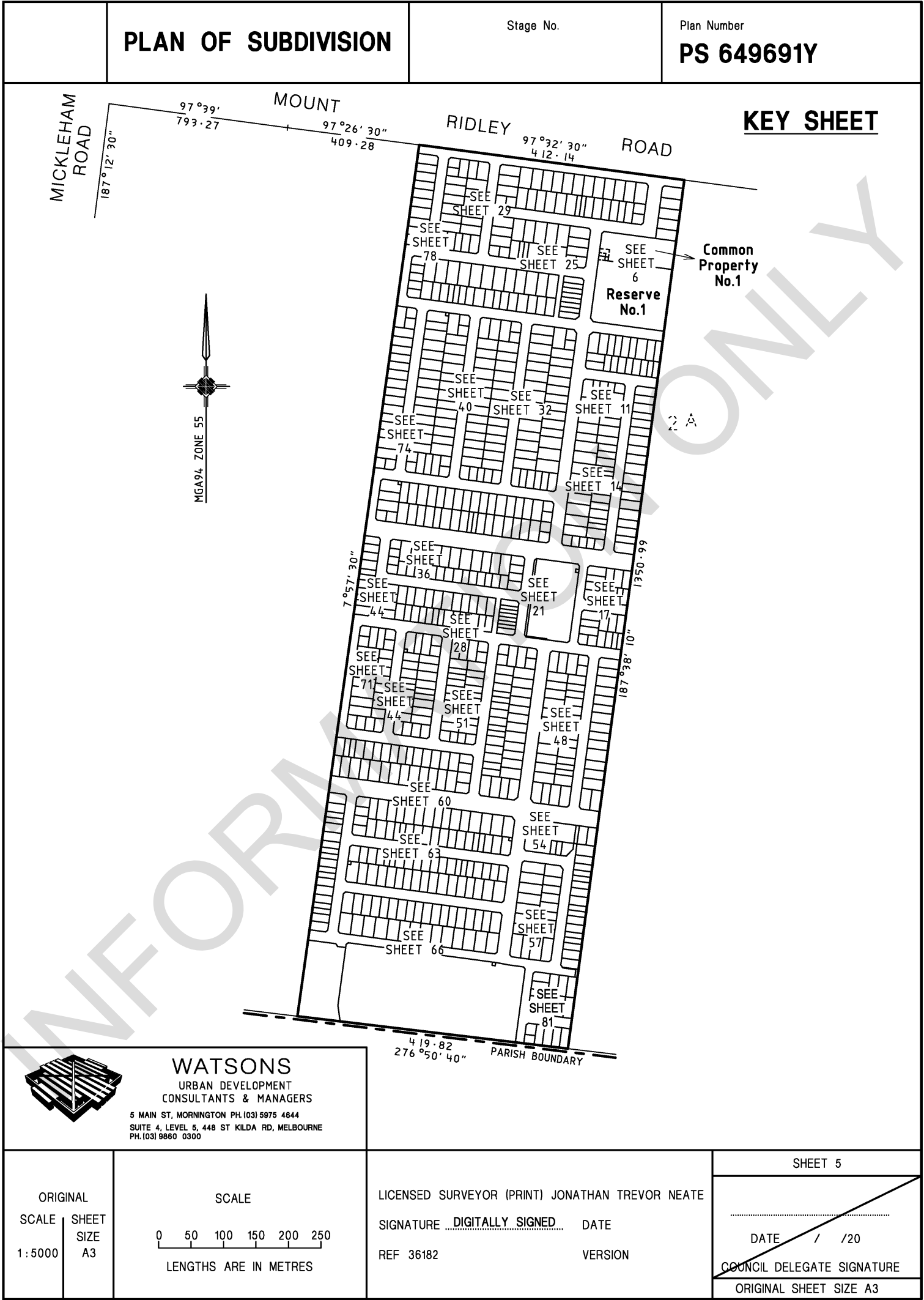
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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|  <p><b>WATSONS</b><br/>URBAN DEVELOPMENT<br/>CONSULTANTS &amp; MANAGERS</p> <p>5 MAIN ST, MORNINGTON PH.(03) 5975 4644<br/>SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE<br/>PH.(03) 9860 0300</p> | <p>LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE</p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE</p> <p>REF 36182 VERSION</p> | <p>SHEET 2</p> <hr/> <p>DATE / /20</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|

| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                       |             | Stage No.          | LRS use only<br><b>EDITION</b>                                                | Plan Number<br><b>PS 649691Y</b>       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------|-------------------------------------------------------------------------------|----------------------------------------|
| Easement Information                                                                                                                                                                                                                                             |             |                    |                                                                               |                                        |
| Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)                                                                                                                                                                        |             |                    |                                                                               |                                        |
| Easement Reference                                                                                                                                                                                                                                               | Purpose     | Width (Metres)     | Origin                                                                        | Land Benefited/In Favour Of            |
| E-1                                                                                                                                                                                                                                                              | Drainage    | Diagram<br><br>See | This Plan                                                                     | Hume City Council                      |
| E-2                                                                                                                                                                                                                                                              | Sewerage    |                    | This Plan                                                                     | Yarra Valley Water Corporation         |
| E-3                                                                                                                                                                                                                                                              | Drainage    |                    | This plan                                                                     | Hume City Council                      |
|                                                                                                                                                                                                                                                                  | Sewerage    | This Plan          | Yarra Valley Water Corporation                                                |                                        |
| E-4                                                                                                                                                                                                                                                              | Party Wall  | 0.15               | This Plan                                                                     | The relevant abutting lot on this plan |
| E-5                                                                                                                                                                                                                                                              | Powerline   | Diagram<br><br>See | This Plan<br>Section 88 of the<br>Electricity Industry<br>Act 2000            | Jemena Electricity Networks (Vic) Ltd  |
| E-6                                                                                                                                                                                                                                                              | Carriageway |                    | This Plan                                                                     | Jemena Electricity Networks (Vic) Ltd  |
| E-7                                                                                                                                                                                                                                                              | Party Wall  | 0.15               | This Plan                                                                     | The relevant abutting lot on this plan |
|                                                                                                                                                                                                                                                                  | Sewerage    | Diagram<br><br>See | This Plan                                                                     | Yarra Valley Water Corporation         |
|                                                                                                                                                                                                                                                                  |             |                    |                                                                               |                                        |
|  <b>WATSONS</b><br>URBAN DEVELOPMENT<br>CONSULTANTS & MANAGERS<br>5 MAIN ST, MORNINGTON PH.(03) 5975 4644<br>SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE<br>PH.(03) 9860 0300 |             |                    |                                                                               |                                        |
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|  |                            |           |                                  |
|--|----------------------------|-----------|----------------------------------|
|  | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b> |
|--|----------------------------|-----------|----------------------------------|

| LOT INDEX |       |           |       |           |       |                         |       |
|-----------|-------|-----------|-------|-----------|-------|-------------------------|-------|
| LOT       | SHEET | LOT       | SHEET | LOT       | SHEET | LOT                     | SHEET |
| 101-110   | 7     | 763-774   | 39    | 1335-1341 | 68    | RESERVE NO. 1           | 6     |
| 111-122   | 8     | 801-812   | 41    | 1342-1348 | 69    | RESERVE NO. 2           | 9     |
| 123-127   | 7     | 813-822   | 42    | 1349-1353 | 70    | RESERVE NO. 3           | 22    |
| 128-140   | 9     | 823-836   | 43    | 1401-1417 | 81    | RESERVE NO. 4           | 23    |
| 141-152   | 10    | 837-845   | 42    | 1601-1617 | 45    | RESERVE NO. 5           | 19    |
| 201-210   | 12    | 846-851   | 41    | 1618-1624 | 72    | RESERVE NO. 6           | 58    |
| 211-220   | 13    | 901-906   | 49    | 1625-1627 | 73    | RESERVE NO. 7           | 41    |
| 221-243   | 12    | 907-920   | 50    | 1628-1631 | 47    | RESERVE NO. 8           | 39    |
| 244-260   | 15    | 921-933   | 49    | 1632-1645 | 46    | RESERVE NO. 9           | 56    |
| 261-281   | 16    | 934-946   | 50    | 1646-1649 | 47    | RESERVE NO. 10          | 56    |
| 301-306   | 18    | 946-951   | 49    | 1650-1652 | 73    | RESERVE NO. 11          | 58    |
| 307-324   | 19    | 1001-1008 | 52    | 1653-1658 | 47    | RESERVE NO. 15          | 59    |
| 325-338   | 20    | 1009-1027 | 53    | 1659-1660 | 73    | RESERVE NO. 16          | 64    |
| 339-345   | 22    | 1028-1041 | 52    | 1701-1707 | 75    | RESERVE NO. 17          | 77    |
| 346-359   | 23    | 1042-1050 | 53    | 1708-1717 | 76    | COMMON PROPERTY<br>NO.1 | 6     |
| 360-364   | 24    | 1051-1058 | 52    | 1718-1731 | 77    |                         |       |
| 501-506   | 26    | 1101-1105 | 61    | 1732-1742 | 76    |                         |       |
| 507-524   | 27    | 1106-1125 | 62    | 1743-1748 | 75    |                         |       |
| 525-529   | 30    | 1126-1135 | 61    | 1801-1811 | 79    |                         |       |
| 530-544   | 31    | 1136-1142 | 64    | 1812-1826 | 80    |                         |       |
| 545-551   | 30    | 1143-1161 | 65    | 1827-1837 | 79    |                         |       |
| 601-612   | 33    | 1162-1174 | 64    | S28       | 66    |                         |       |
| 613-618   | 34    | 1201-1208 | 55    | A         | 56    |                         |       |
| 619-635   | 35    | 1209-1228 | 56    | B         | 66    |                         |       |
| 636-643   | 34    | 1229-1230 | 55    |           |       |                         |       |
| 644-649   | 33    | 1231-1249 | 58    |           |       |                         |       |
| 701-730   | 28    | 1250-1262 | 59    |           |       |                         |       |
| 731-737   | 37    | 1301-1313 | 68    |           |       |                         |       |
| 738-750   | 38    | 1314-1318 | 69    |           |       |                         |       |
| 751-762   | 37    | 1319-1328 | 70    |           |       |                         |       |
|           |       | 1329-1334 | 69    |           |       |                         |       |

|                                                                                                                                                                                                                                                                                     |                                                                                                                               |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------|
|  <p><b>WATSONS</b><br/>URBAN DEVELOPMENT<br/>CONSULTANTS &amp; MANAGERS</p> <p>5 MAIN ST, MORNINGTON PH.(03) 5975 4644<br/>SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE<br/>PH.(03) 9860 0300</p> | <p>LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE</p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE</p> <p>REF 36182 VERSION</p> | SHEET 4    |
|                                                                                                                                                                                                                                                                                     |                                                                                                                               | DATE / /20 |
|                                                                                                                                                                                                                                                                                     | <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>                                                               |            |

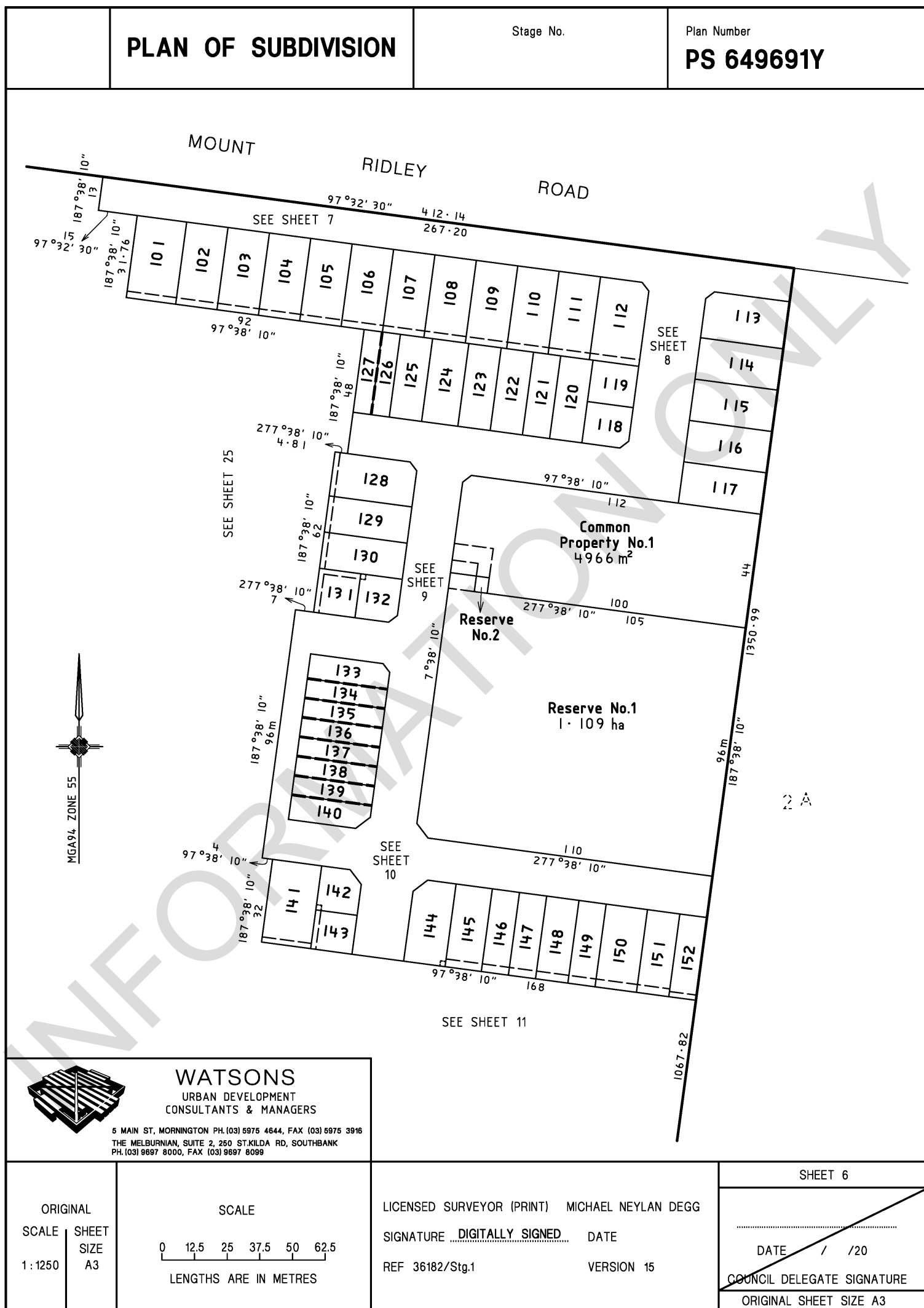


# PLAN OF SUBDIVISION

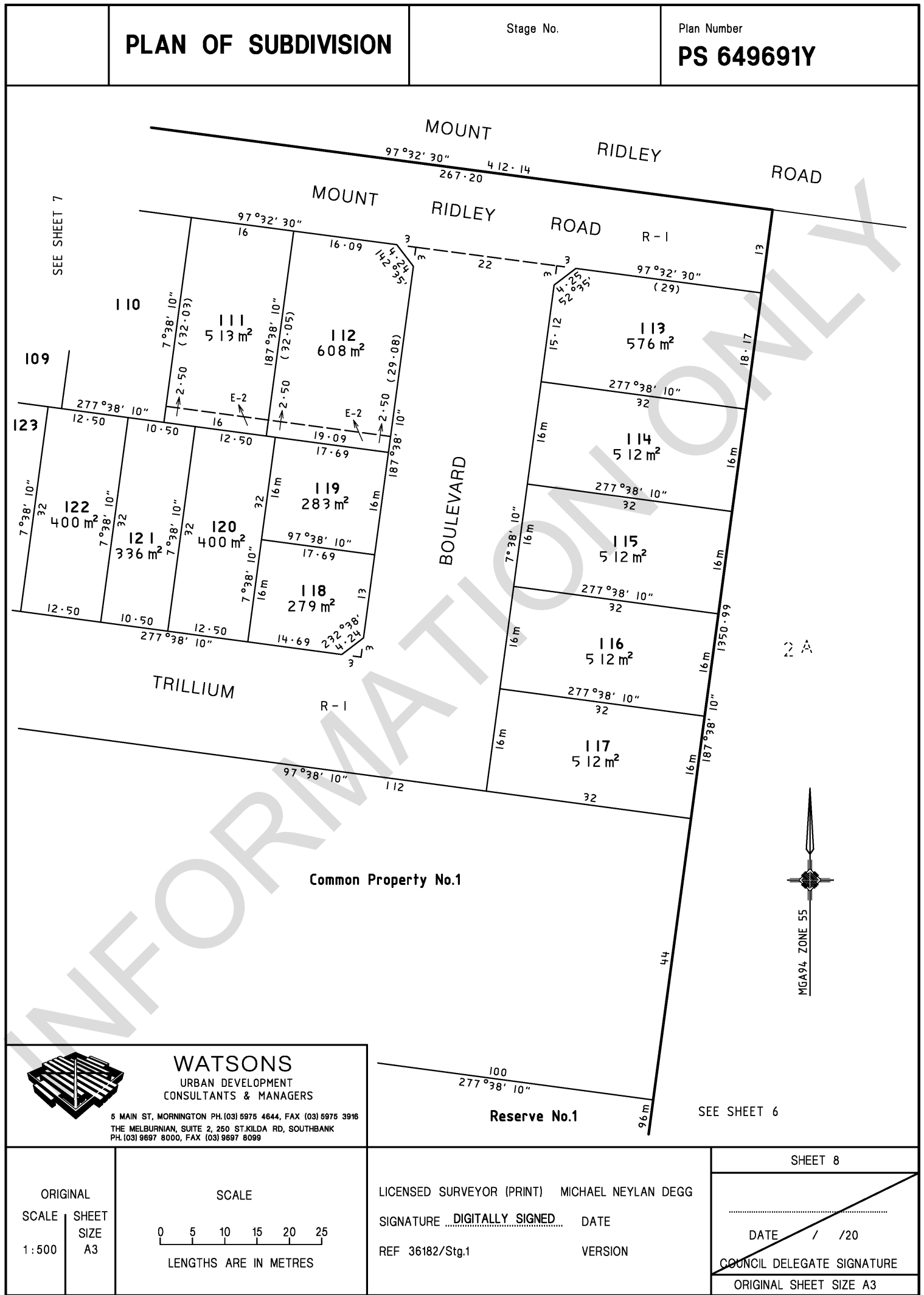
Stage No.

Plan Number

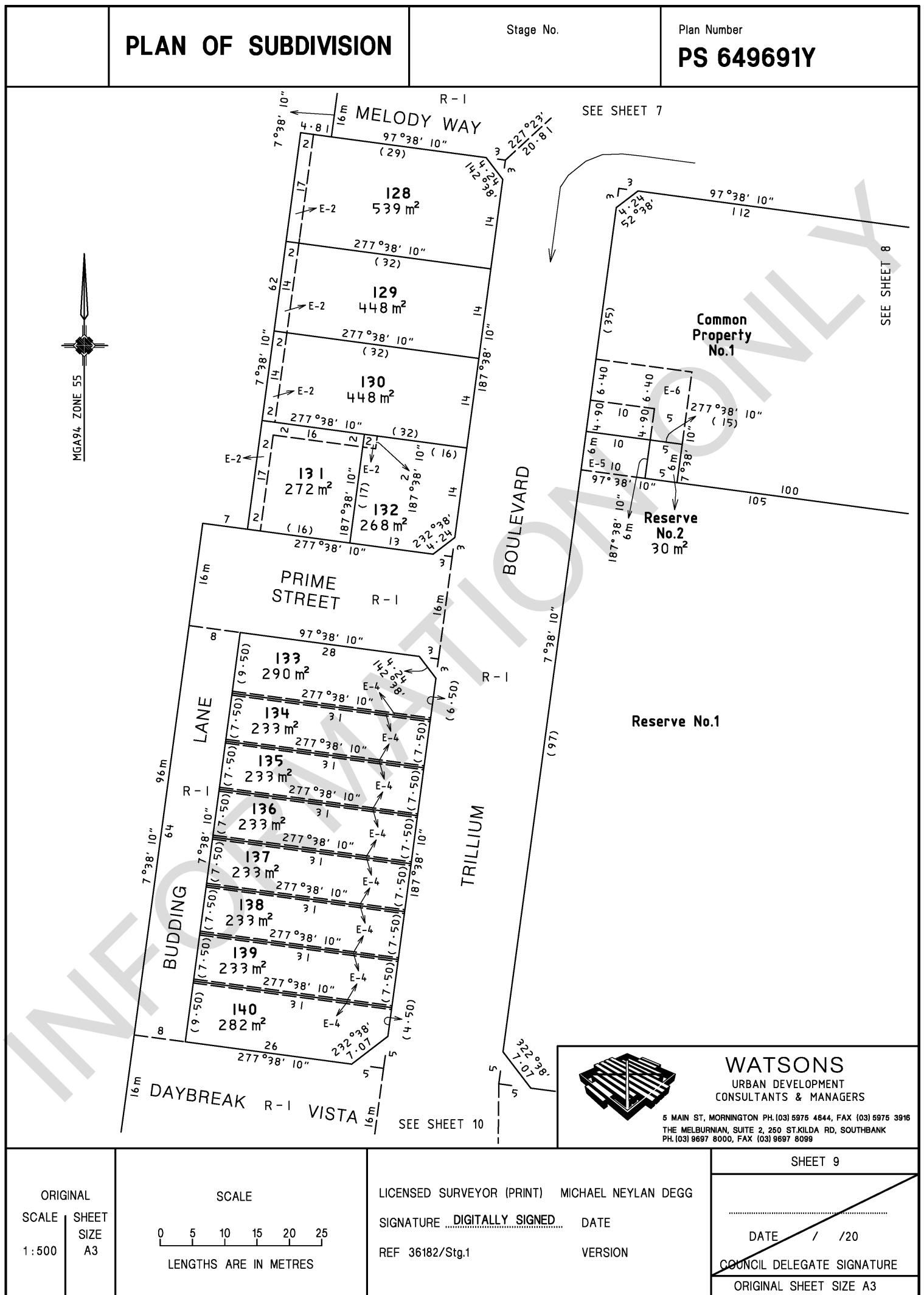
**PS 649691Y**





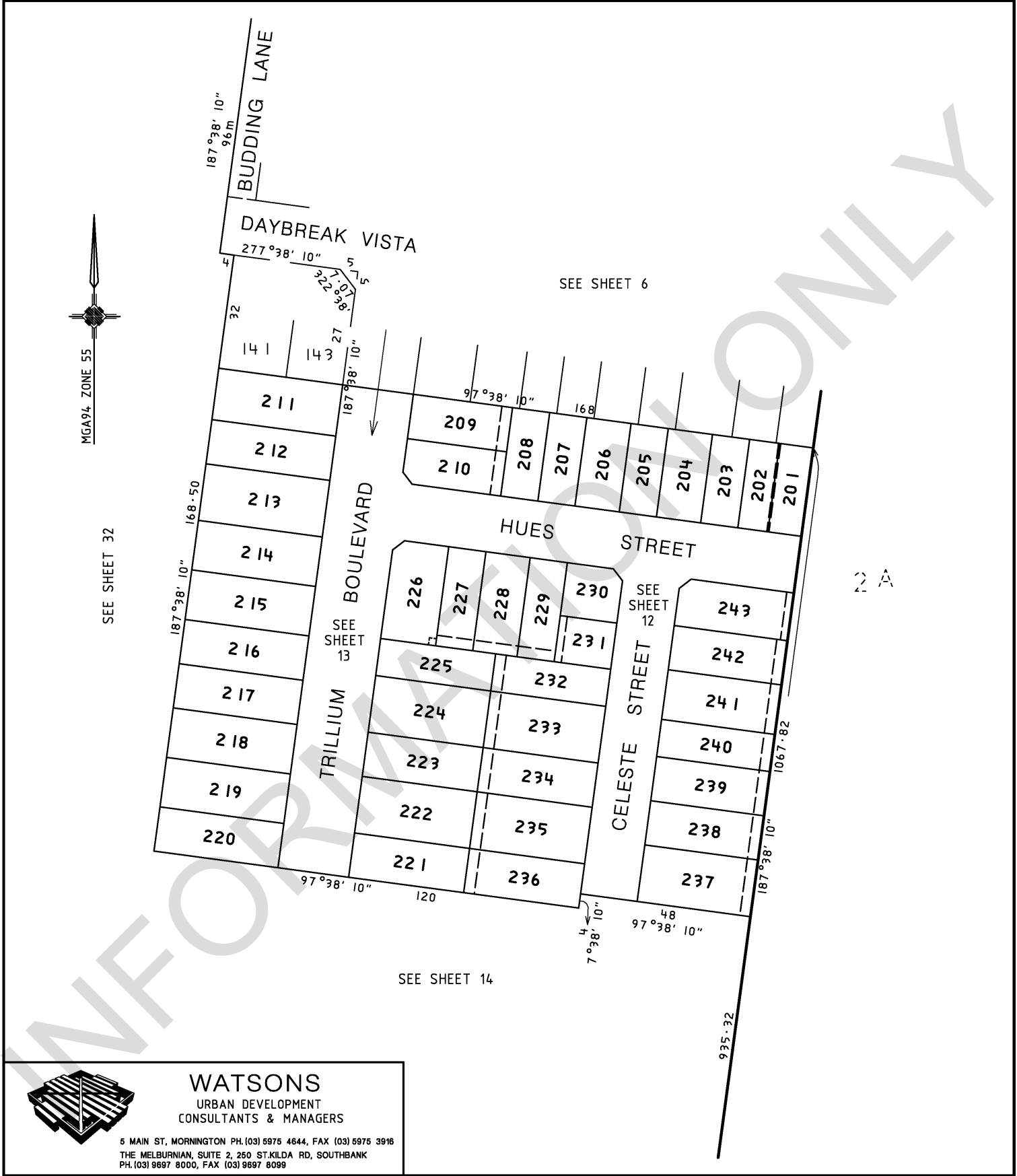








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|---------------------|--|-----------|----------------------------------|
| PLAN OF SUBDIVISION |  | Stage No. | Plan Number<br><b>PS 649691Y</b> |
|---------------------|--|-----------|----------------------------------|

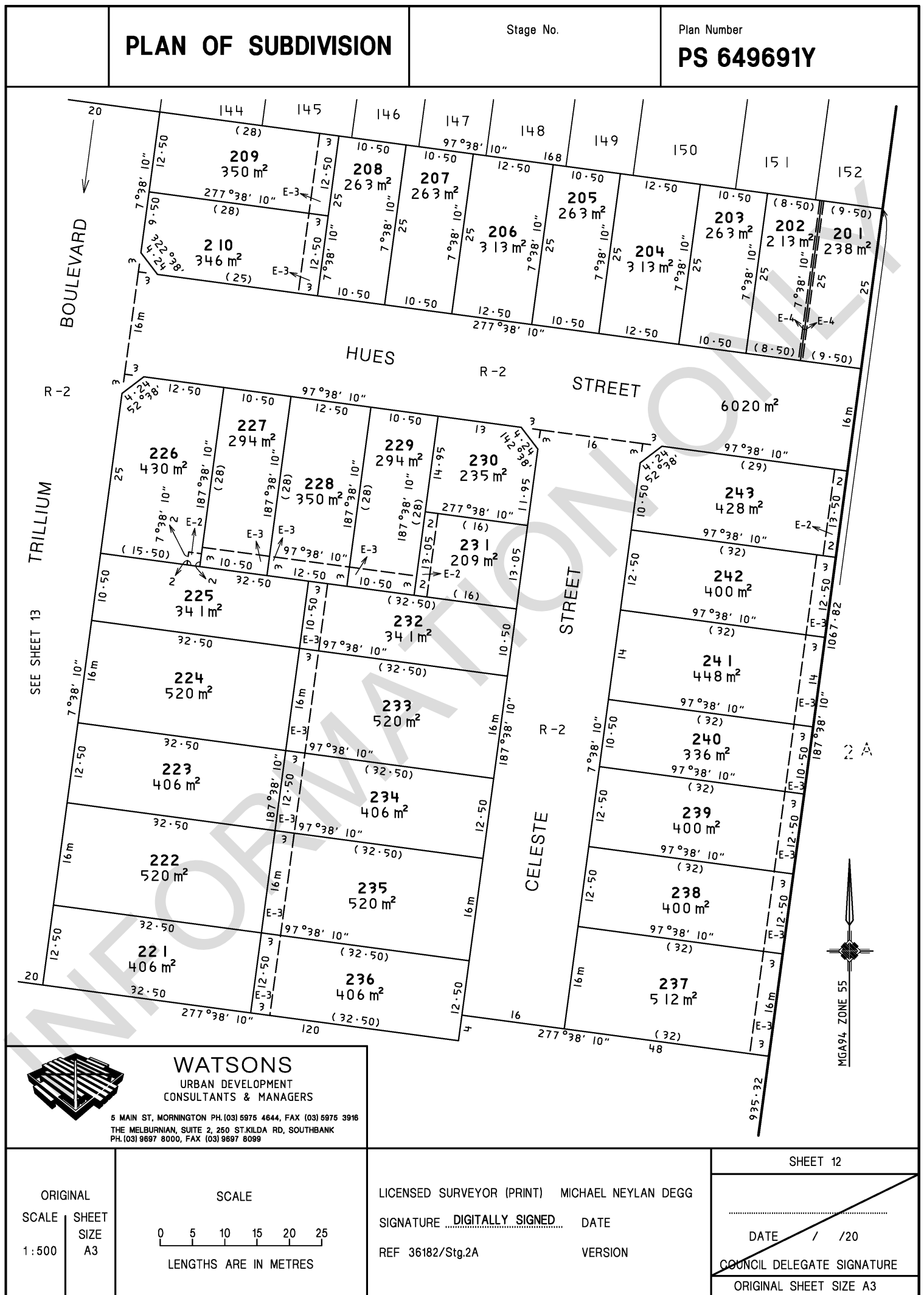




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|                             |  |                     |  |                                                    |  |                                                                                                                     |  |                                                                                |  |
|-----------------------------|--|---------------------|--|----------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|
| ORIGINAL<br>SCALE<br>1:1000 |  | SHEET<br>SIZE<br>A3 |  | SCALE<br>0 10 20 30 40 50<br>LENGTHS ARE IN METRES |  | LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG<br>SIGNATURE <u>DIGITALLY SIGNED</u> DATE<br>REF 36182/Stg.2A VERSION |  | SHEET 11<br>DATE / /20<br>COUNCIL DELEGATE SIGNATURE<br>ORIGINAL SHEET SIZE A3 |  |
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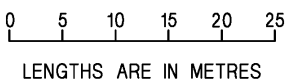


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ORIGINAL  
SCALE  
1:500

SCALE



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182/Stg.2A

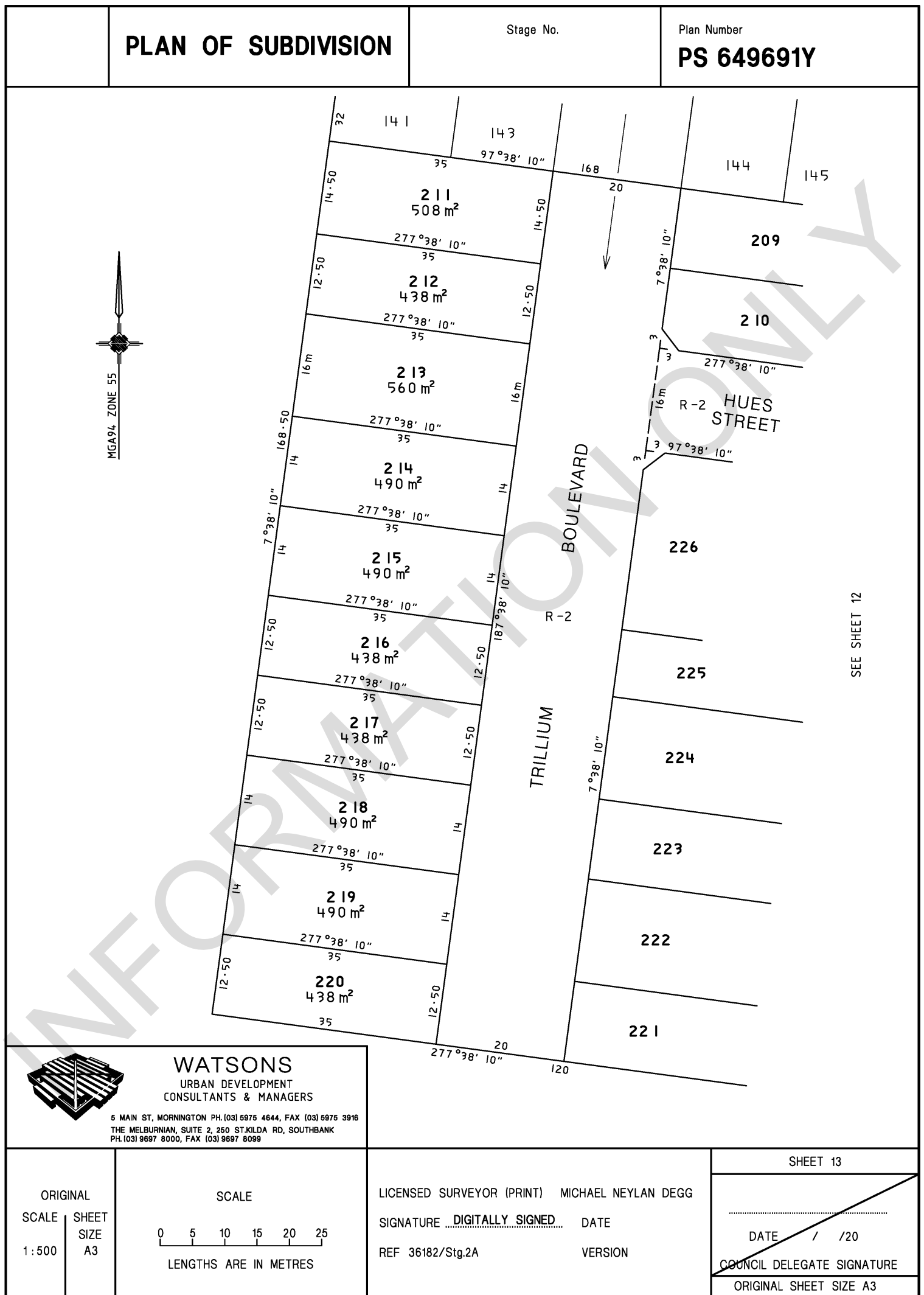
VERSION

SHEET 12

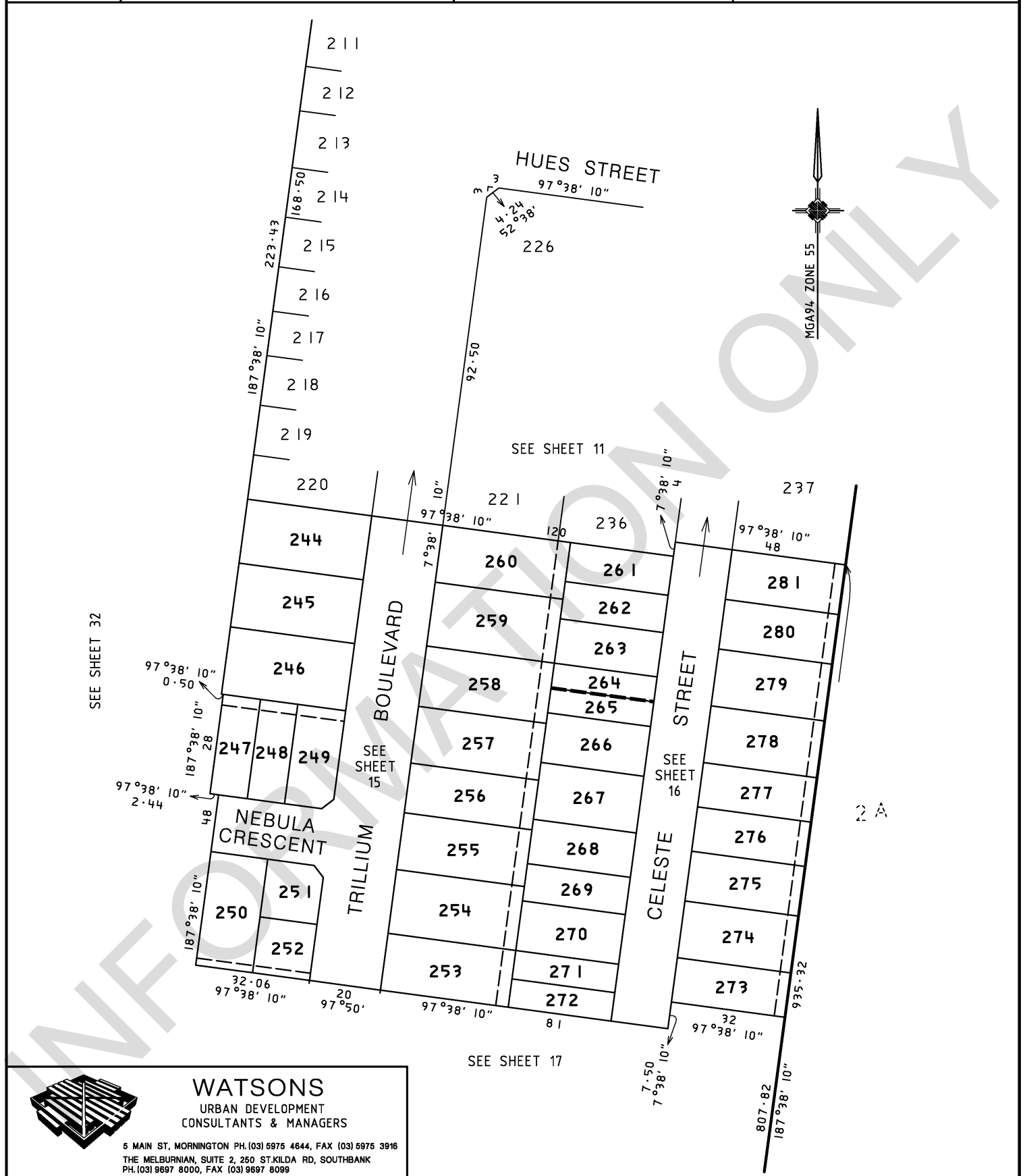
DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



|  |                            |           |                                  |
|--|----------------------------|-----------|----------------------------------|
|  | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b> |
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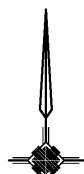
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|                                                                      |                                                                   |                                                                                                                                    |                                                                                                         |

# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 649691Y



MGA94, ZONE 55



SEE SHEET 16



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THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099ORIGINAL  
SCALE  
1:500SHEET  
SIZE  
A3

SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182/Stg.2B

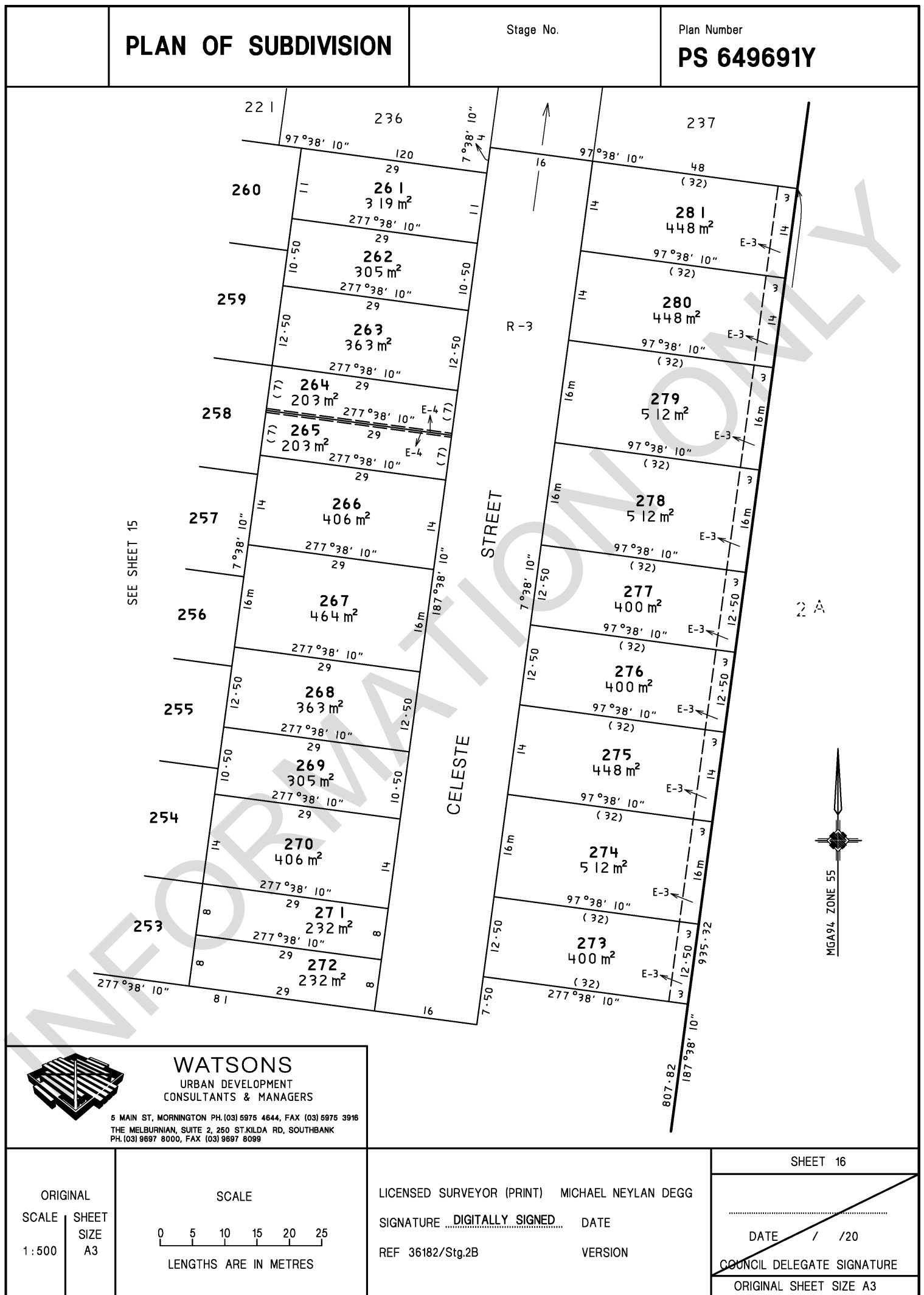
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SHEET 15

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



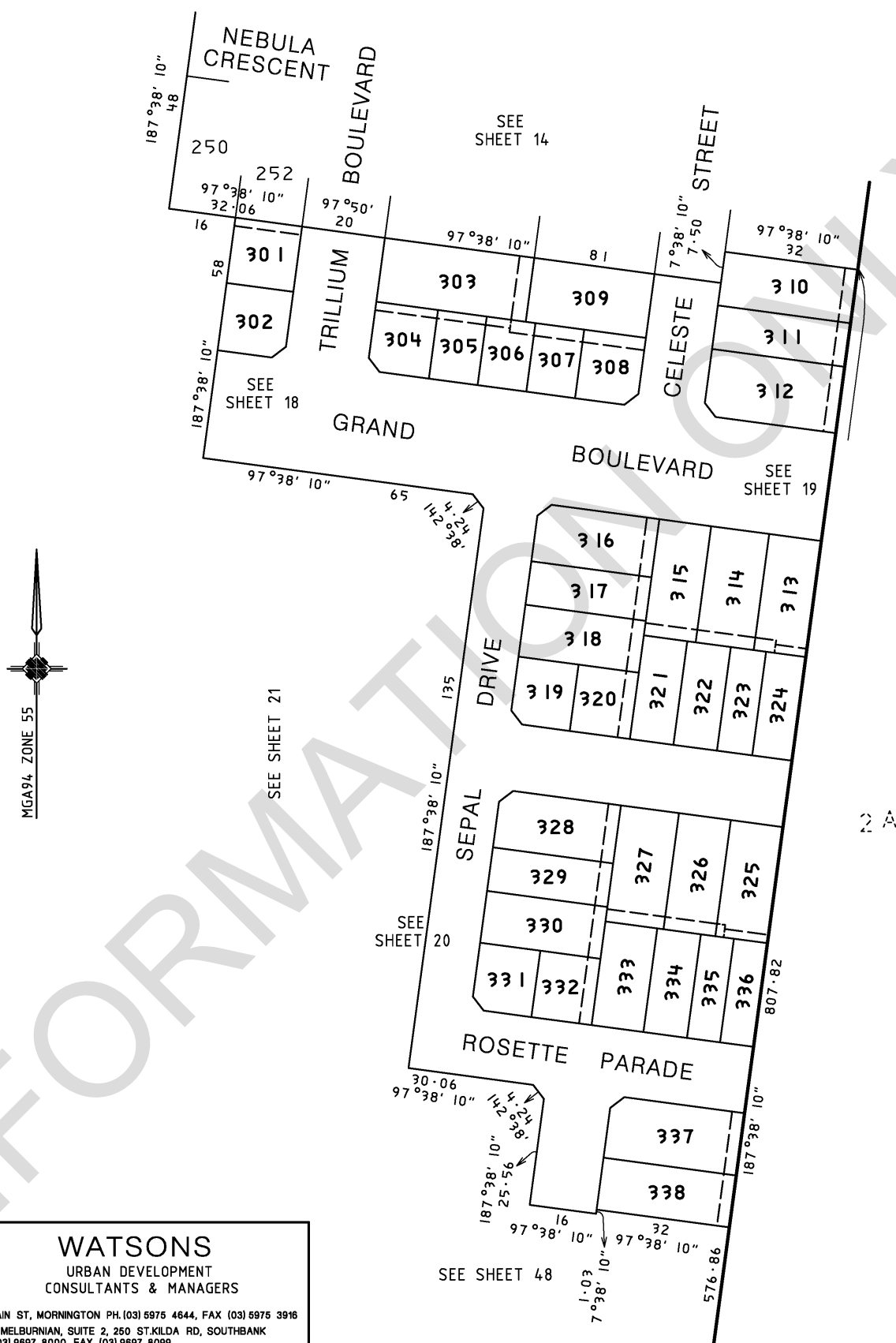


# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**



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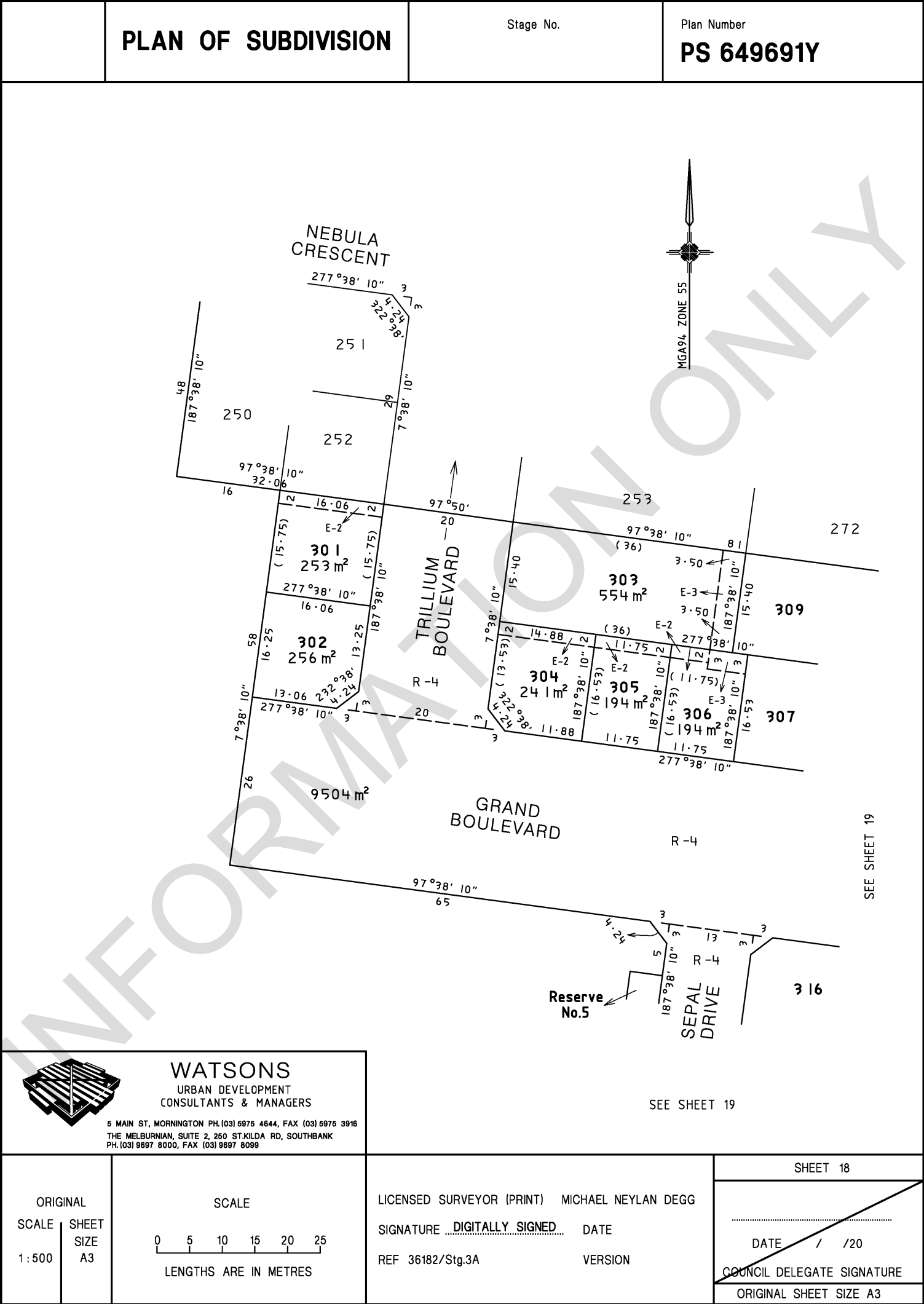
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
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REF 36182 VERSION

SHEET 17

DATE / /20  
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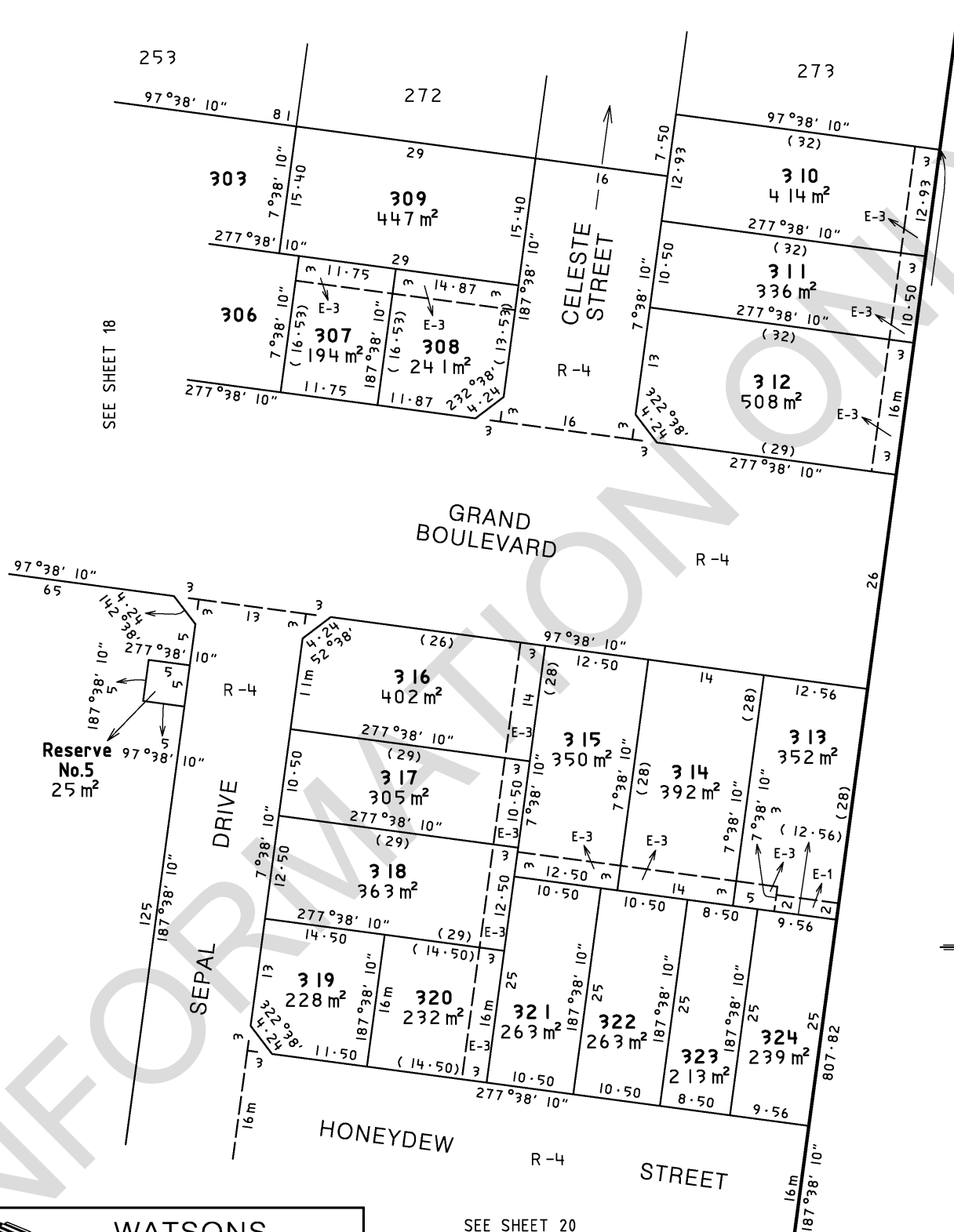


# PLAN OF SUBDIVISION

Stage No.

Plan Number

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ORIGINAL  
SCALE SHEET  
1:500 SIZE  
A3

SCALE  
0 5 10 15 20 25  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 36182/Stg.3A VERSION

SHEET 19

DATE / /20  
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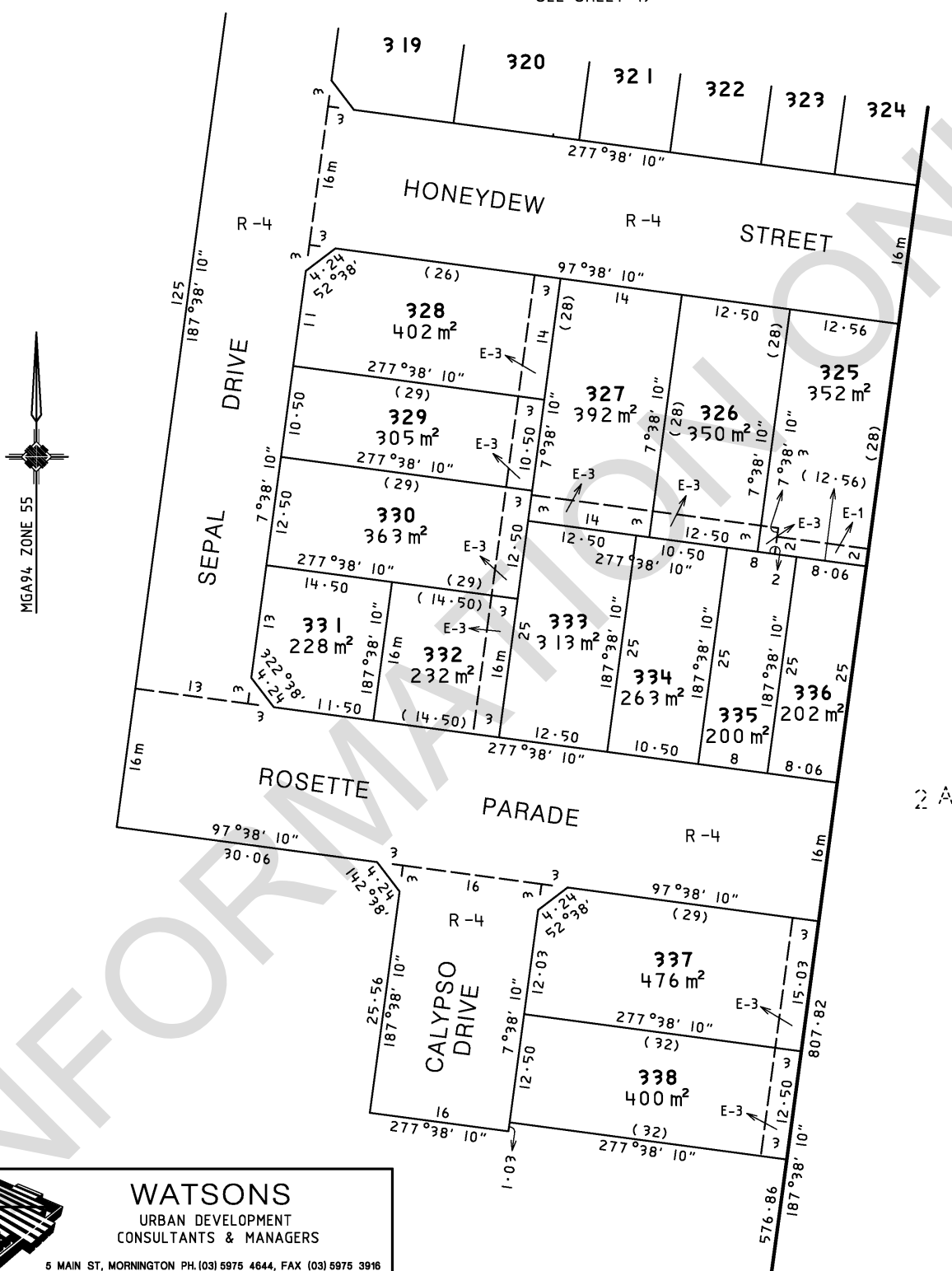
# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**

SEE SHEET 19



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ORIGINAL

SCALE SHEET  
SIZE  
1:500 A3

SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182/Stg.3A

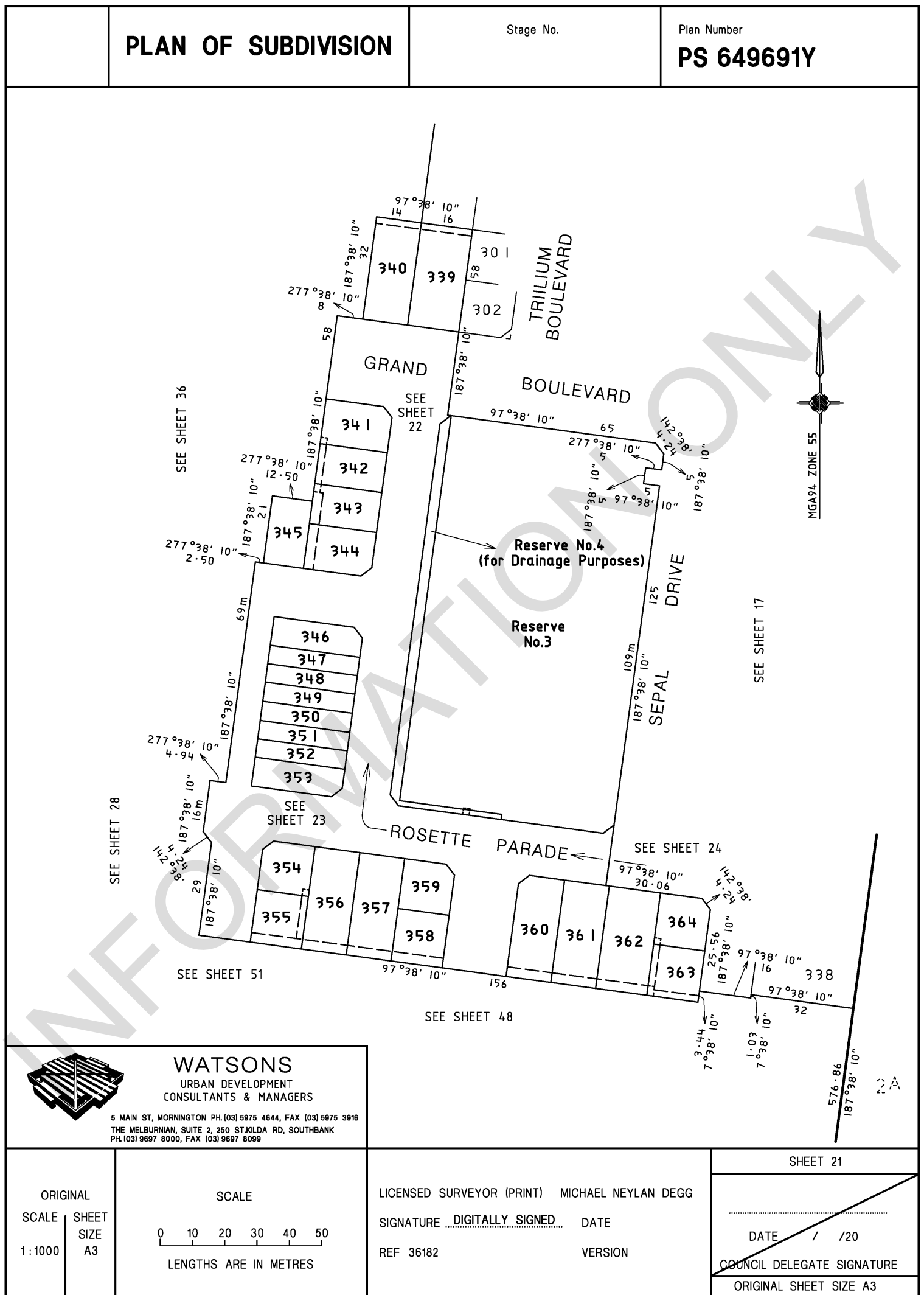
VERSION

SHEET 20

DATE / /20

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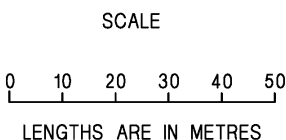
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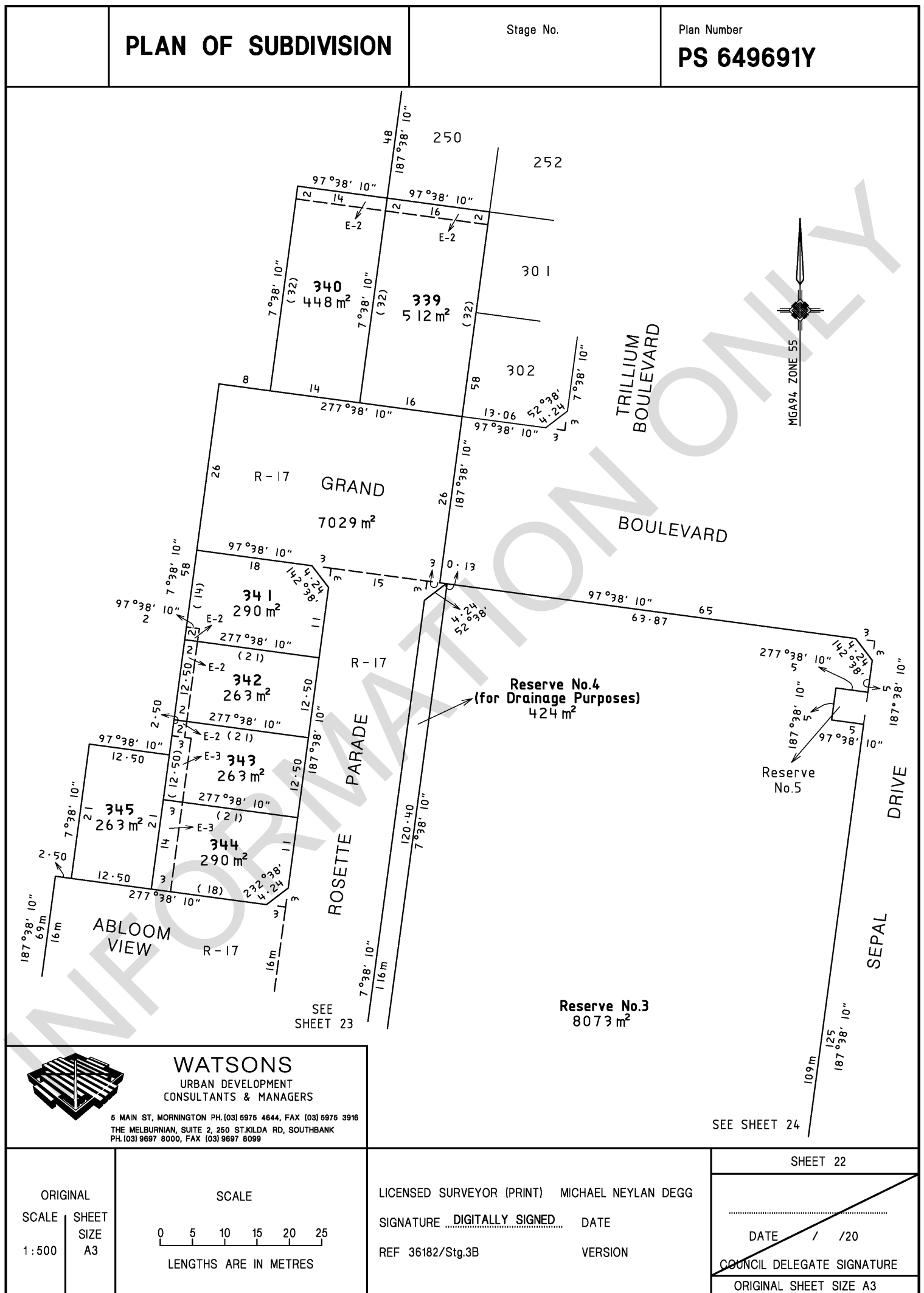
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 SCALE      SHEET  
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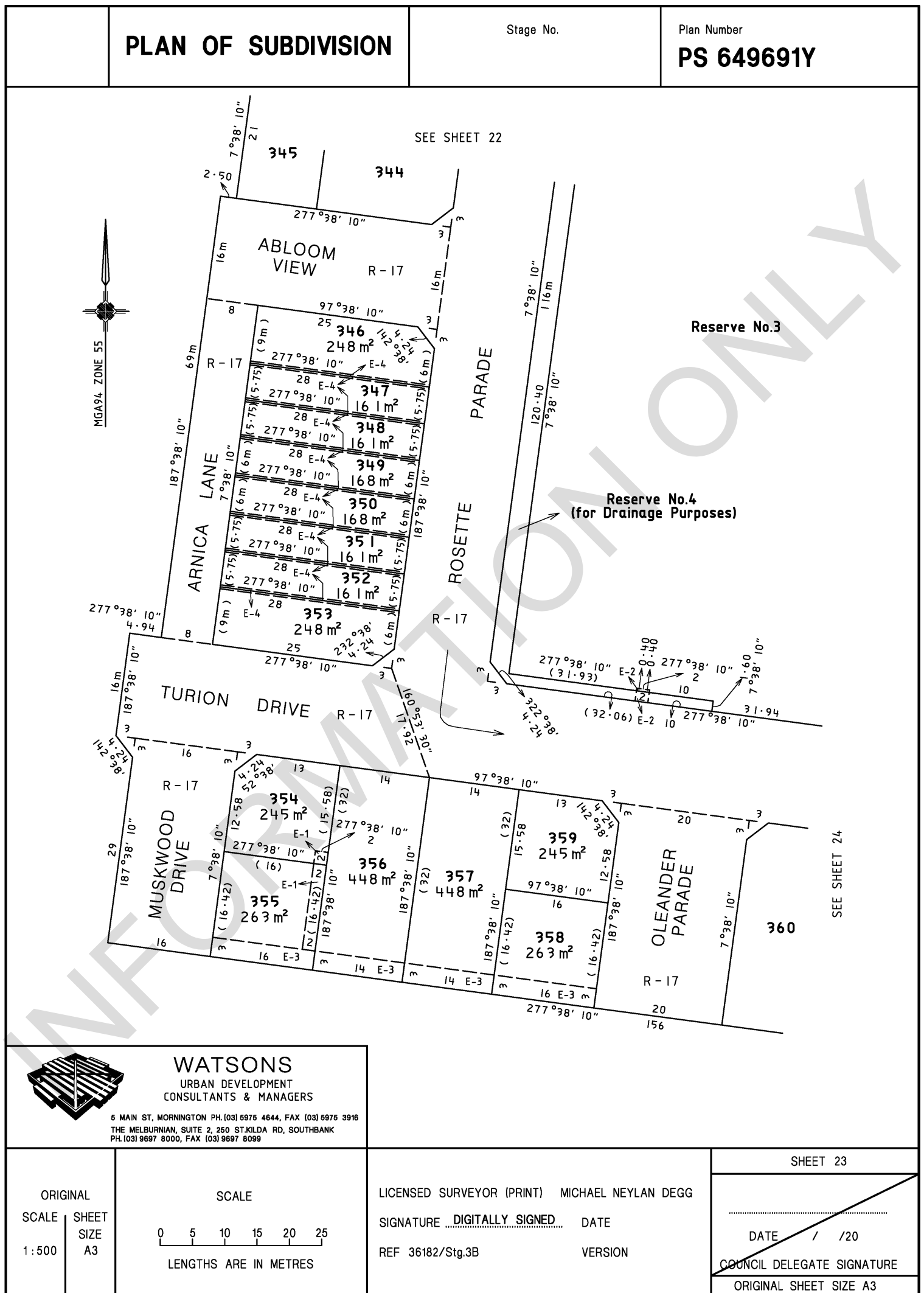


LICENSED SURVEYOR (PRINT)      MICHAEL NEYLAN DEGG  
 SIGNATURE DIGITALLY SIGNED      DATE  
 REF 36182      VERSION

SHEET 21

DATE      /      /20  
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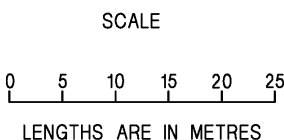




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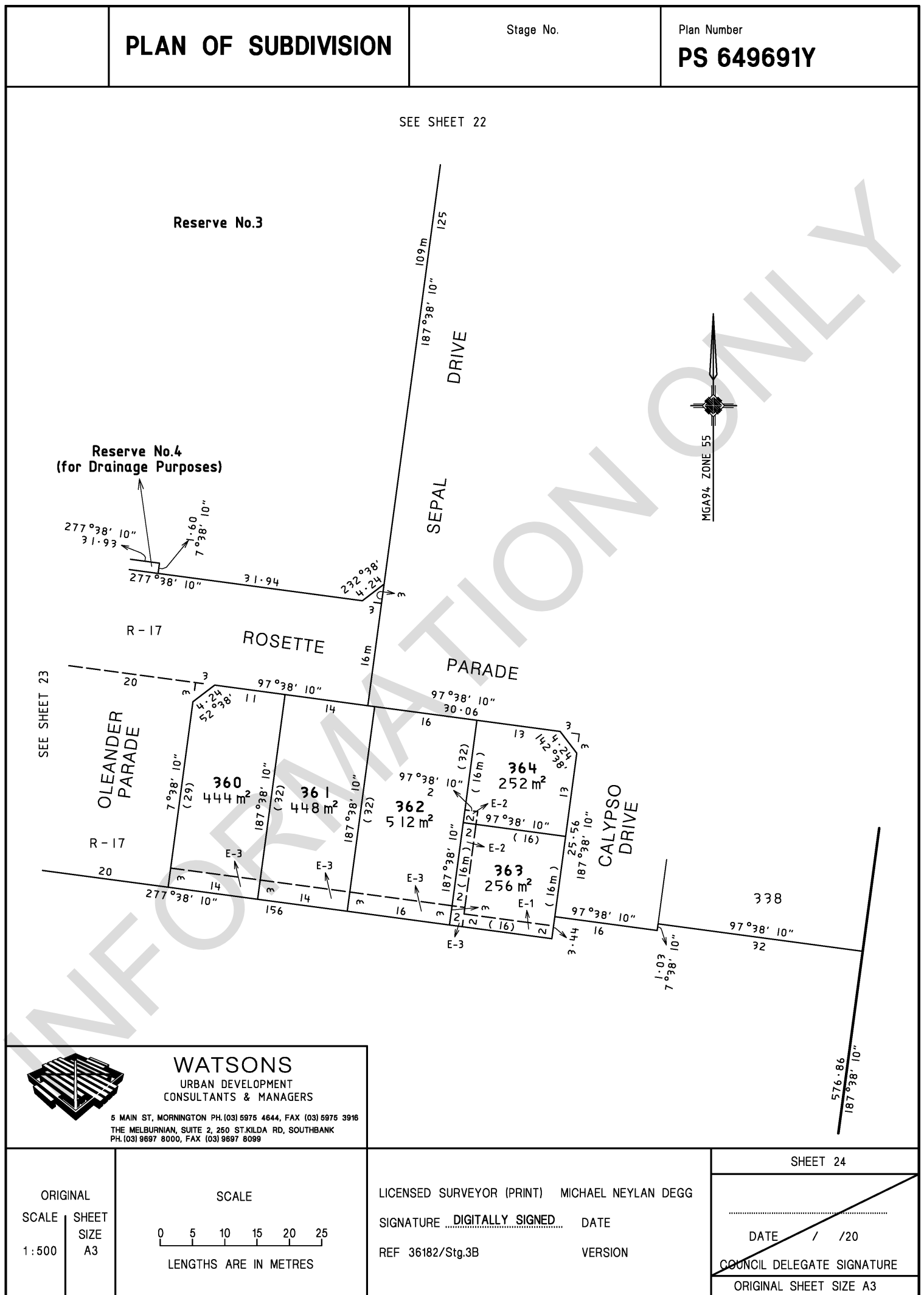
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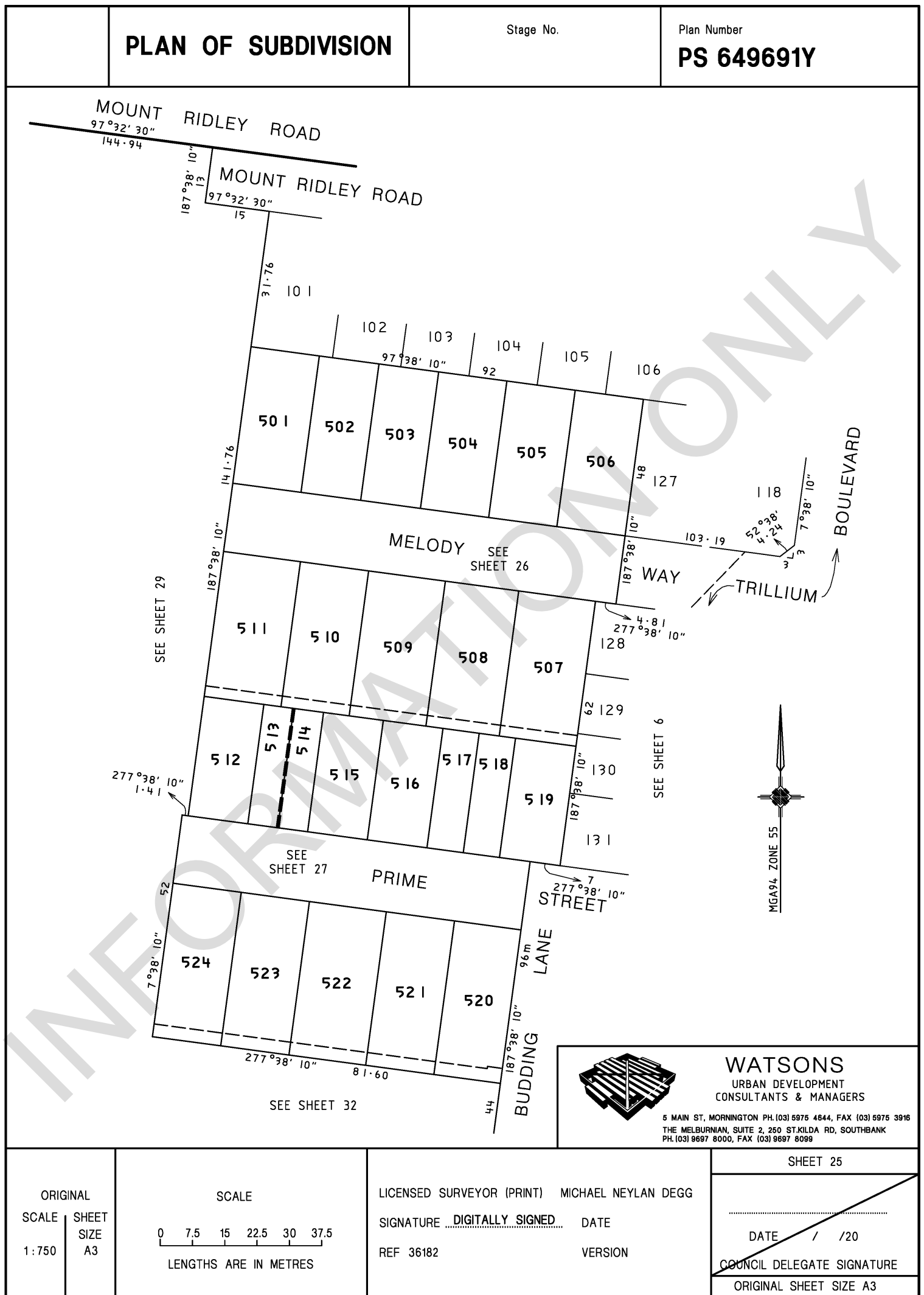
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
 SIGNATURE DIGITALLY SIGNED DATE  
 REF 36182/Stg.3B VERSION

SHEET 23

DATE / /20  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3







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SHEET 25

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182

VERSION

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

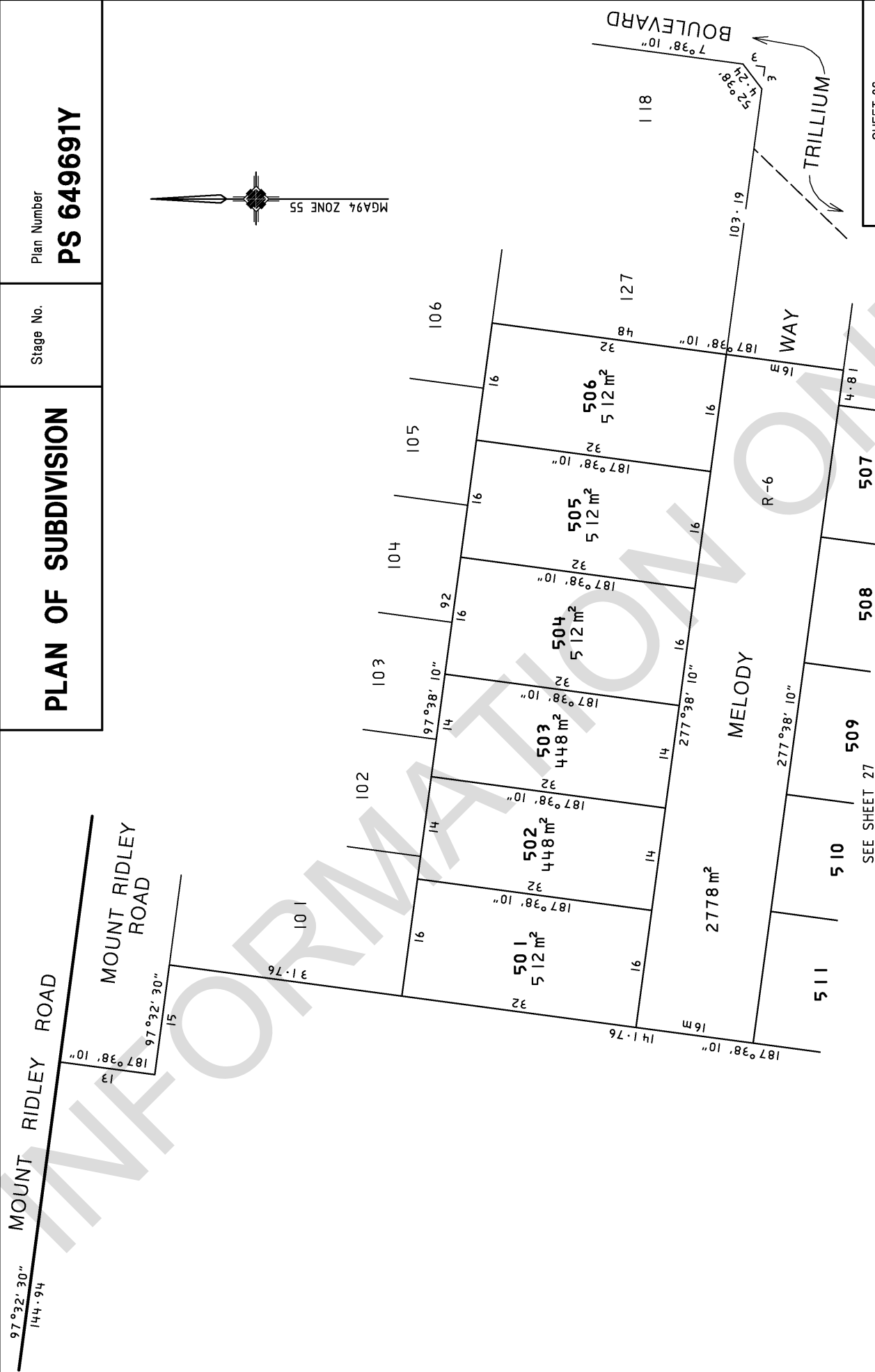
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 A3

SCALE  
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 LENGTHS ARE IN METRES

# PLAN OF SUBDIVISION

Plan Number

**PS 649691Y**



SHEET 26

WATSONS  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DIGITALLY SIGNED .....

DATE / /20

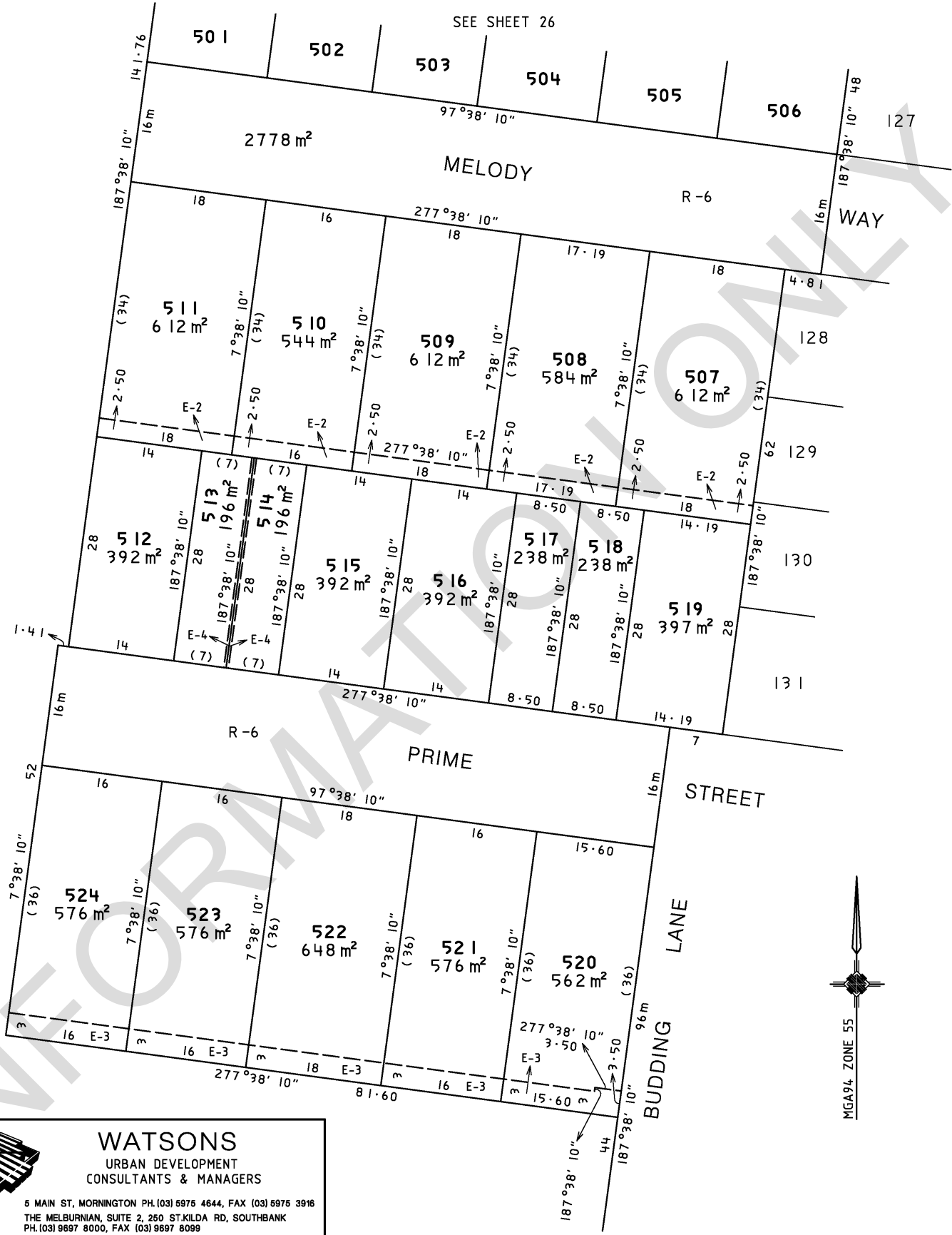
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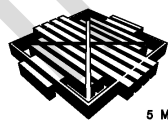
VERSION

~~COUNCIL DELEGATE SIGNATURE~~

ORIGINAL SHEET SIZE A3

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| PLAN OF SUBDIVISION |  | Stage No. | Plan Number<br><b>PS 649691Y</b> |
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THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

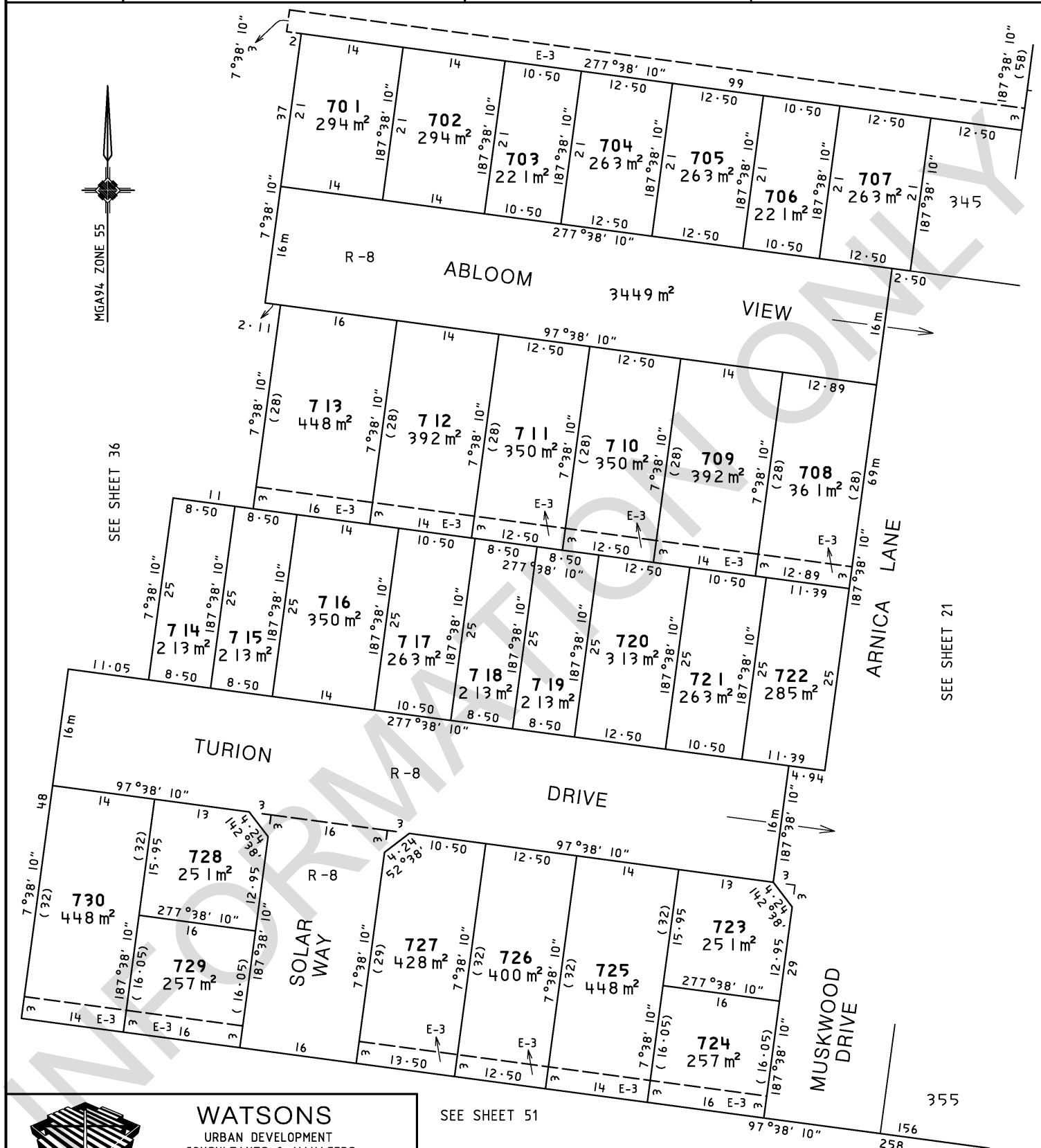
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|----------------------------|--|---------------------|--|---------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL

SCALE

SCALE SHEET  
1:500 SIZE  
A3

0 5 10 15 20 25  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182/Stg.7A

VERSION

SHEET 28

DATE / /20

COUNCIL DELEGATE SIGNATURE

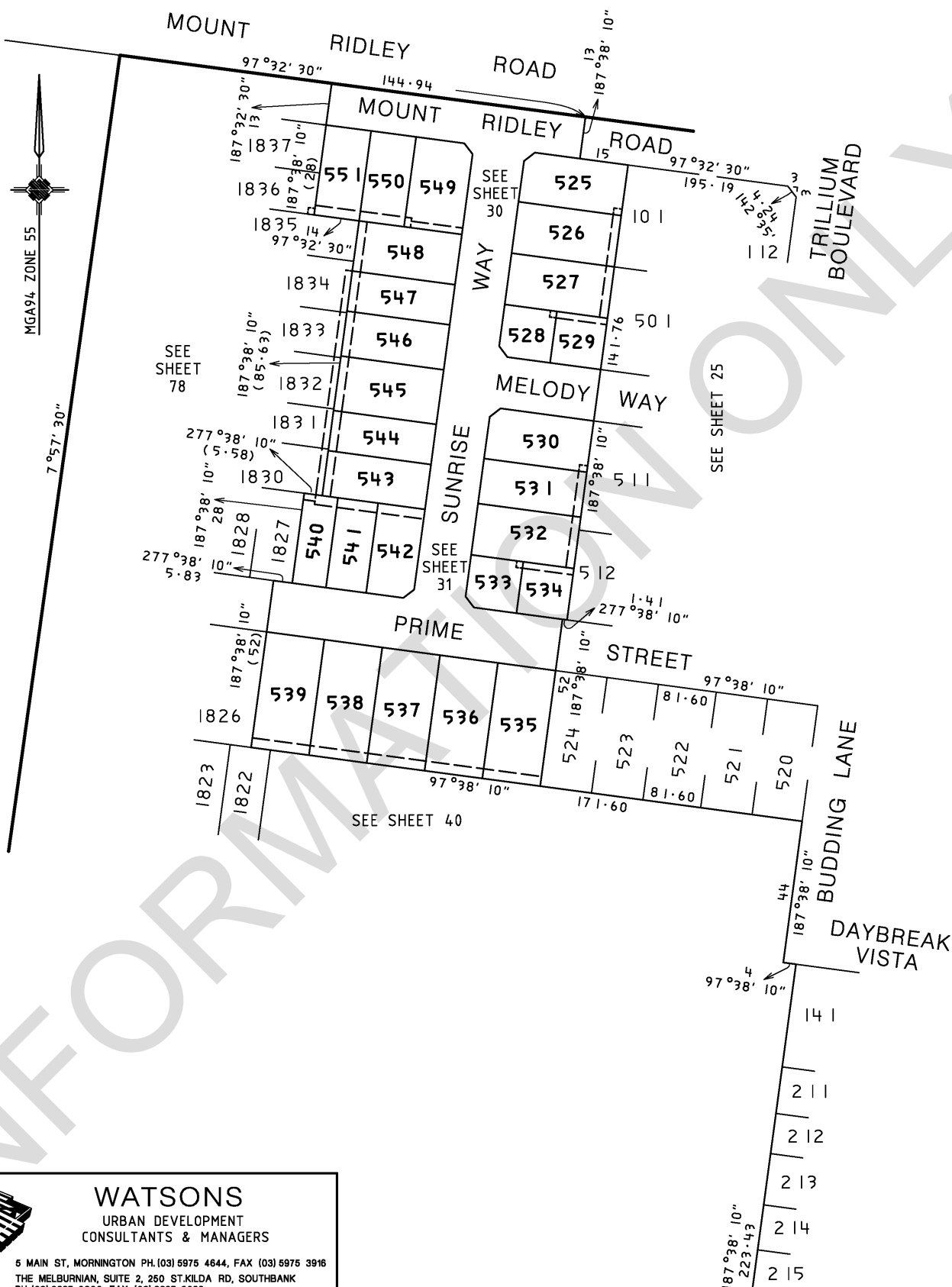
ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**



**WATSONS**

URBAN DEVELOPMENT  
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PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL  
SCALE SHEET  
1:1250 SIZE  
A3

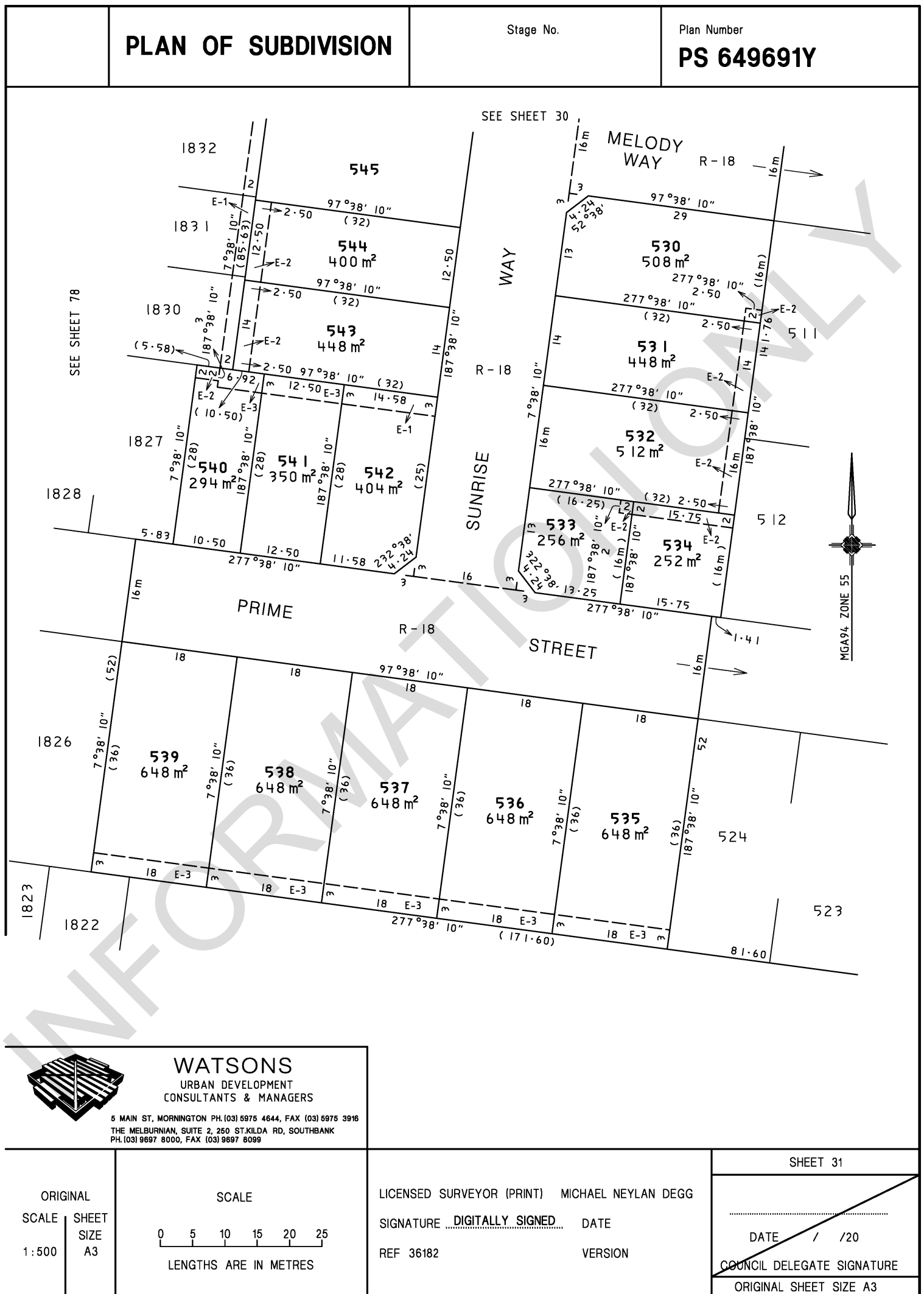
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LENGTHS ARE IN METRES

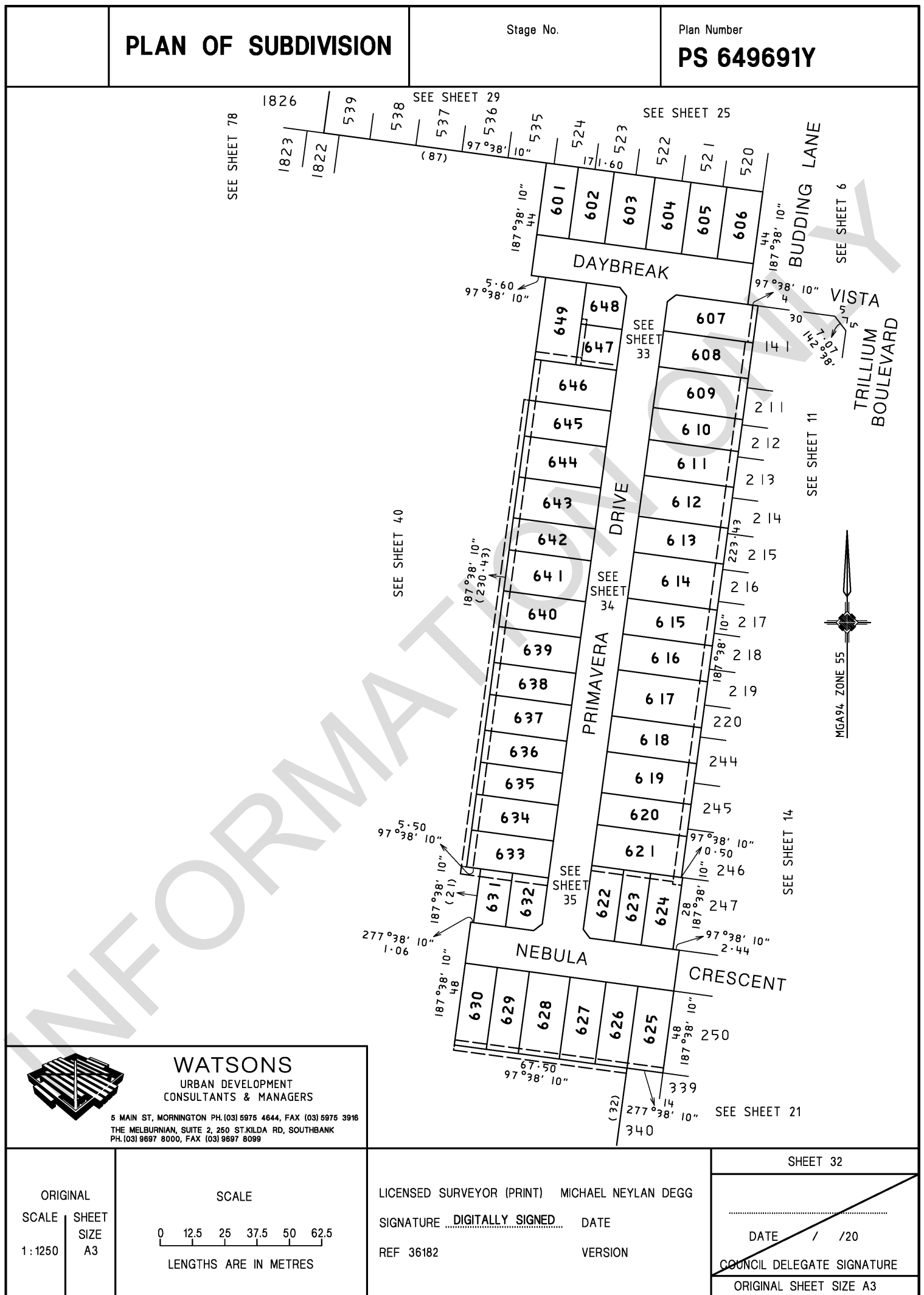
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
SIGNATURE DIGITALLY SIGNED DATE  
REF 36182 VERSION

SHEET 29

DATE / /20  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3





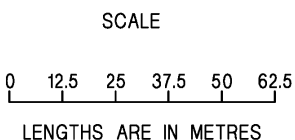


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PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL  
SCALE SHEET  
1:1250 SIZE  
A3

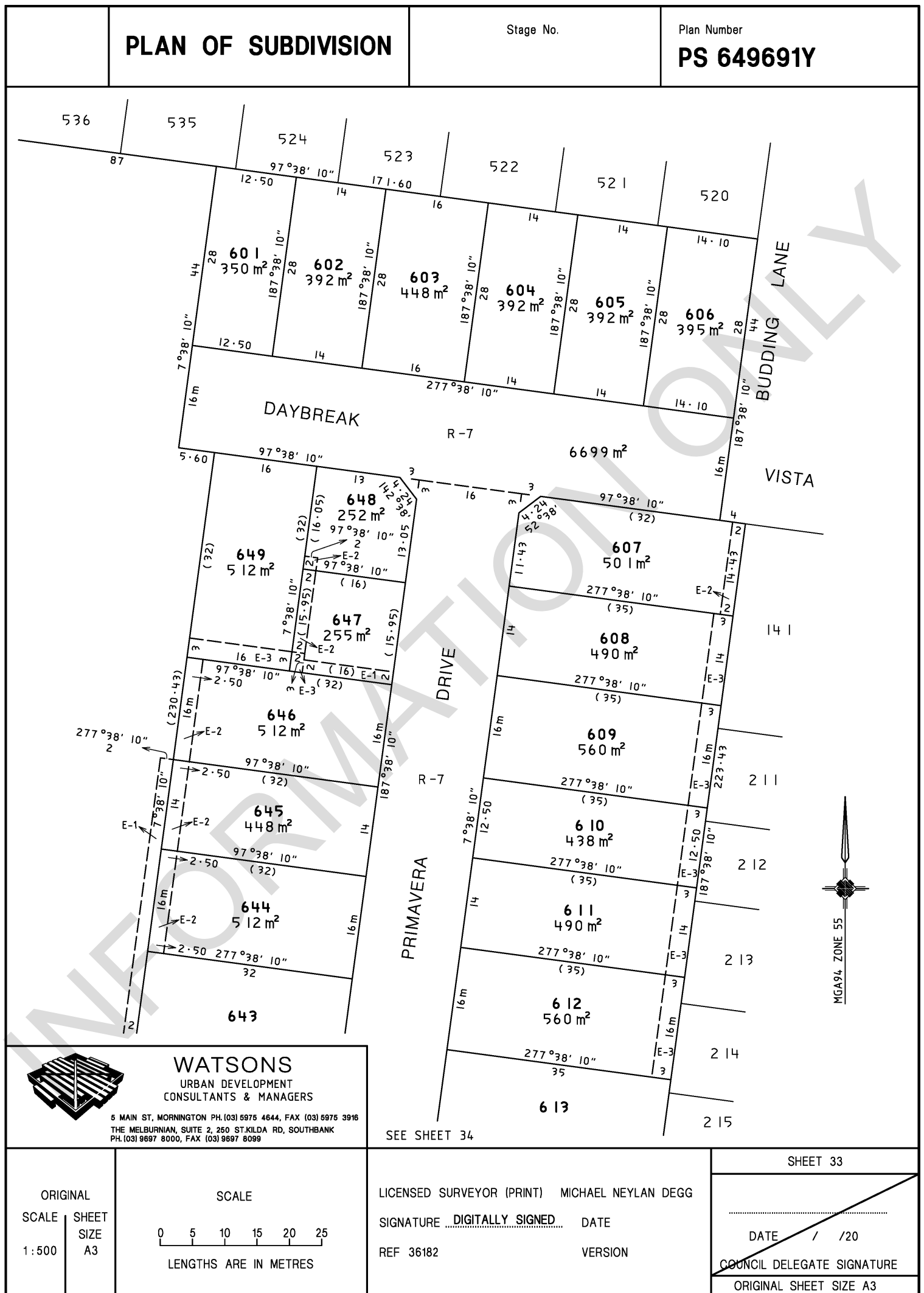


LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG  
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REF 36182 VERSION

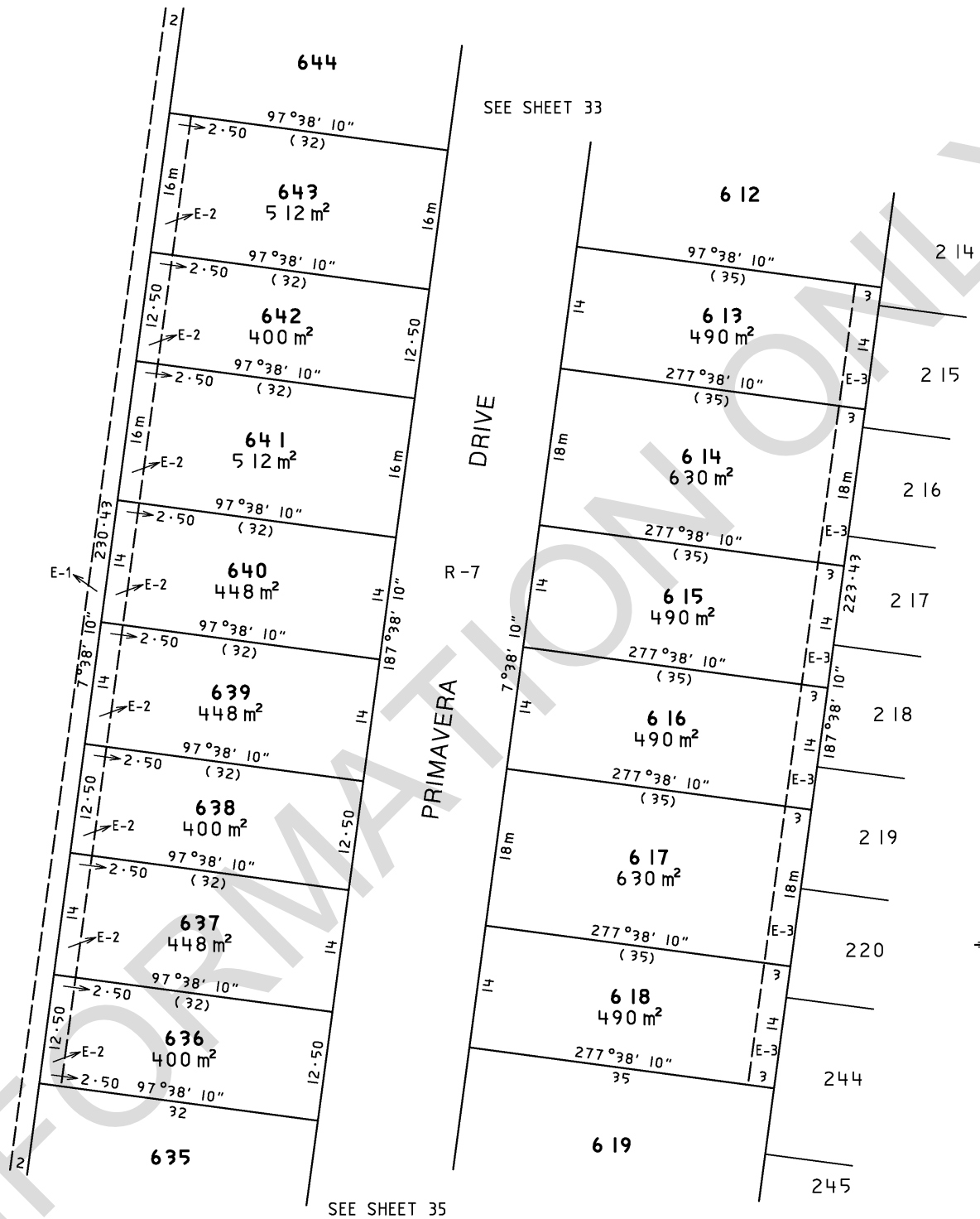
SHEET 32

DATE / /20  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3





|  |                            |           |                                  |
|--|----------------------------|-----------|----------------------------------|
|  | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b> |
|--|----------------------------|-----------|----------------------------------|



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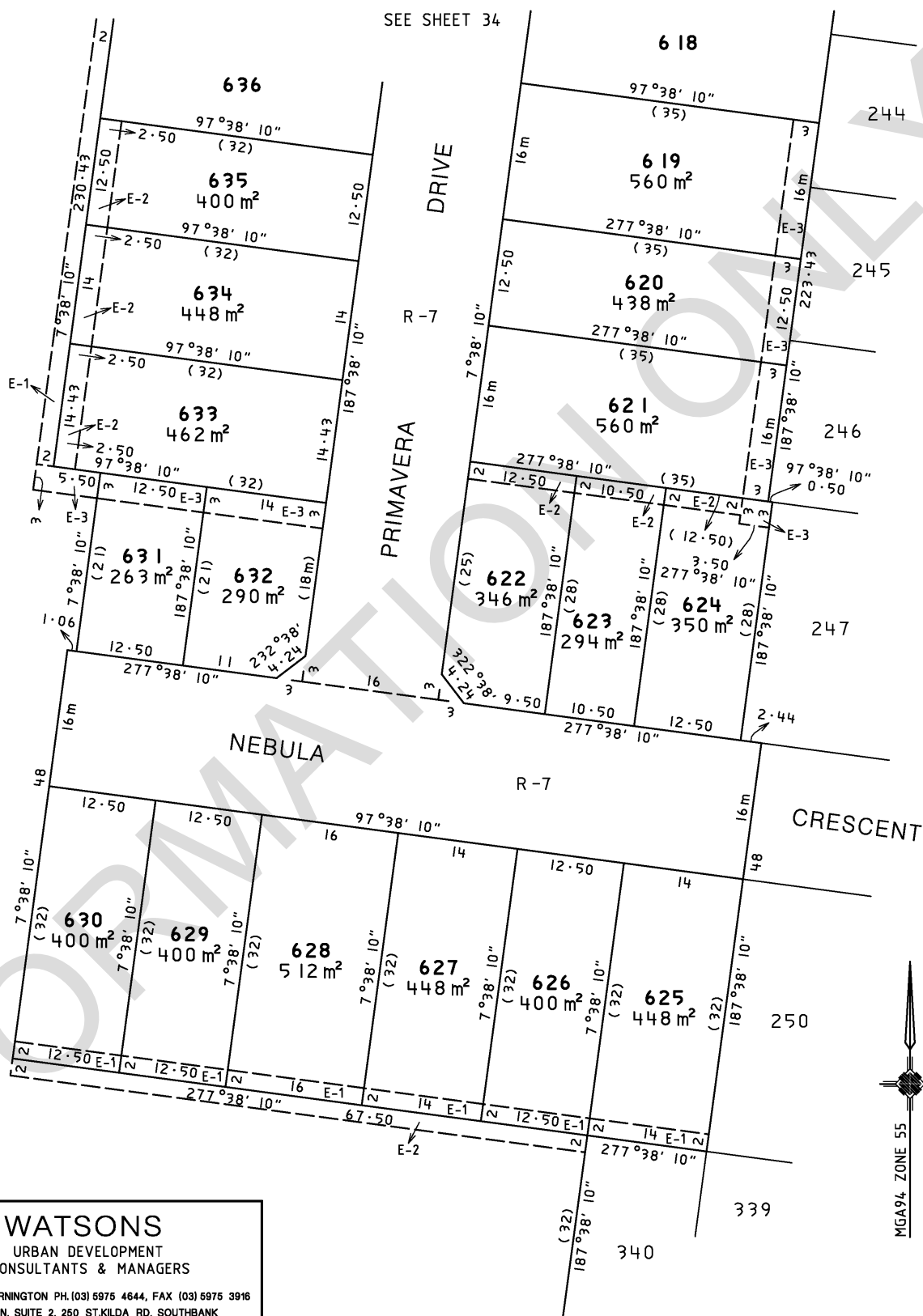
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| <p>ORIGINAL<br/>SCALE</p> <p>SHEET<br/>SIZE</p> <p>1:500<br/>A3</p> | <p>SCALE</p> <p>0 5 10 15 20 25</p> <p>LENGTHS ARE IN METRES</p> | <p>LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG</p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE</p> <p>REF 36182 VERSION</p> | <p>SHEET 34</p> <p>DATE / /20</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p> |
|---------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**

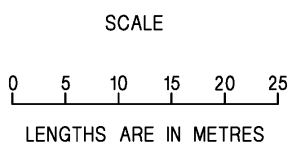


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CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTH BANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL  
SCALE SHEET  
1:500 A3



LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 36182

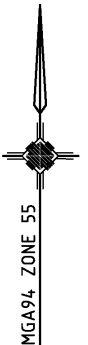
VERSION

SHEET 35

DATE / /20

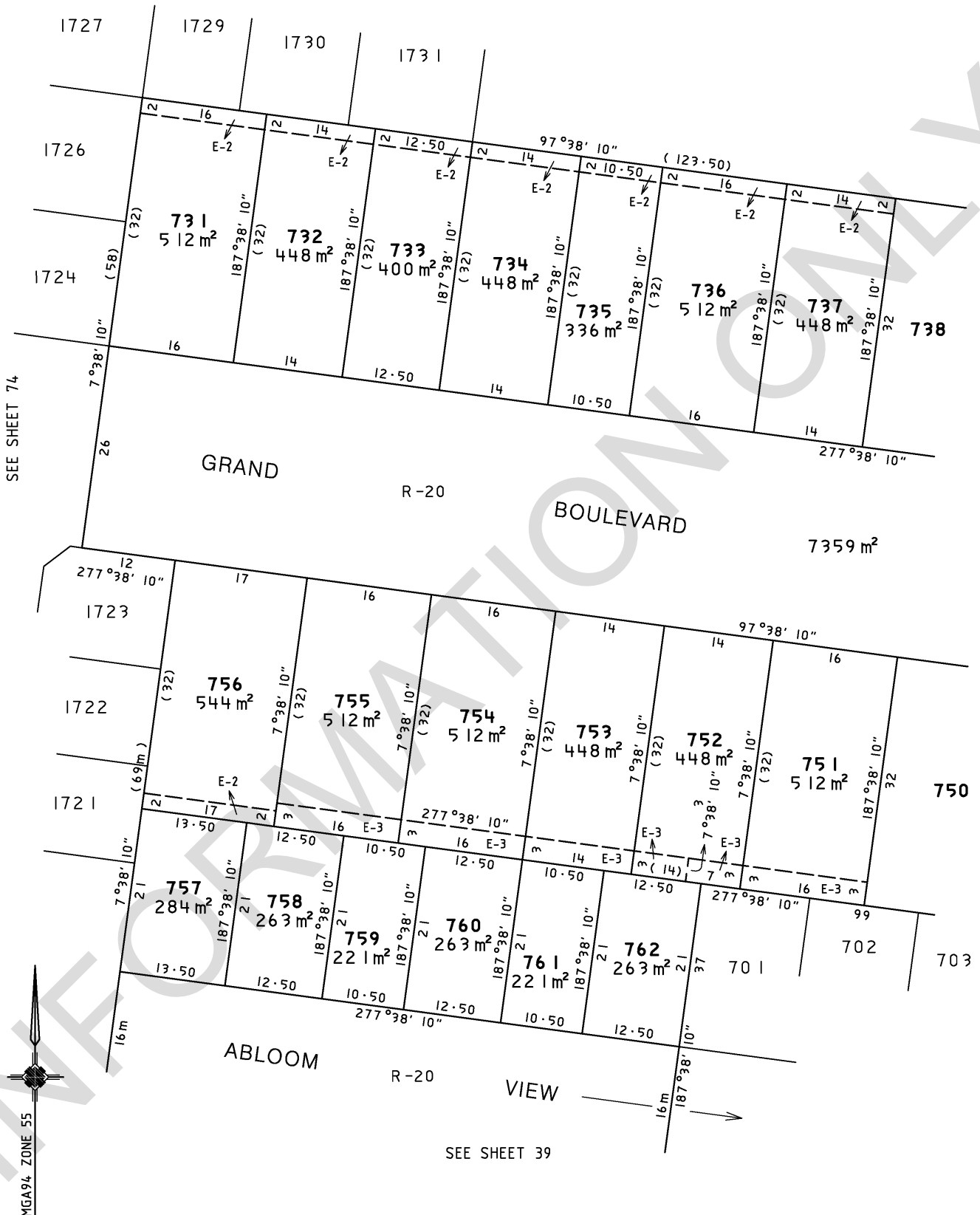
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



Plan Number

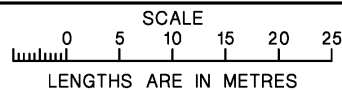
**PS 649691Y**



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CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL  
SCALE  
1:500

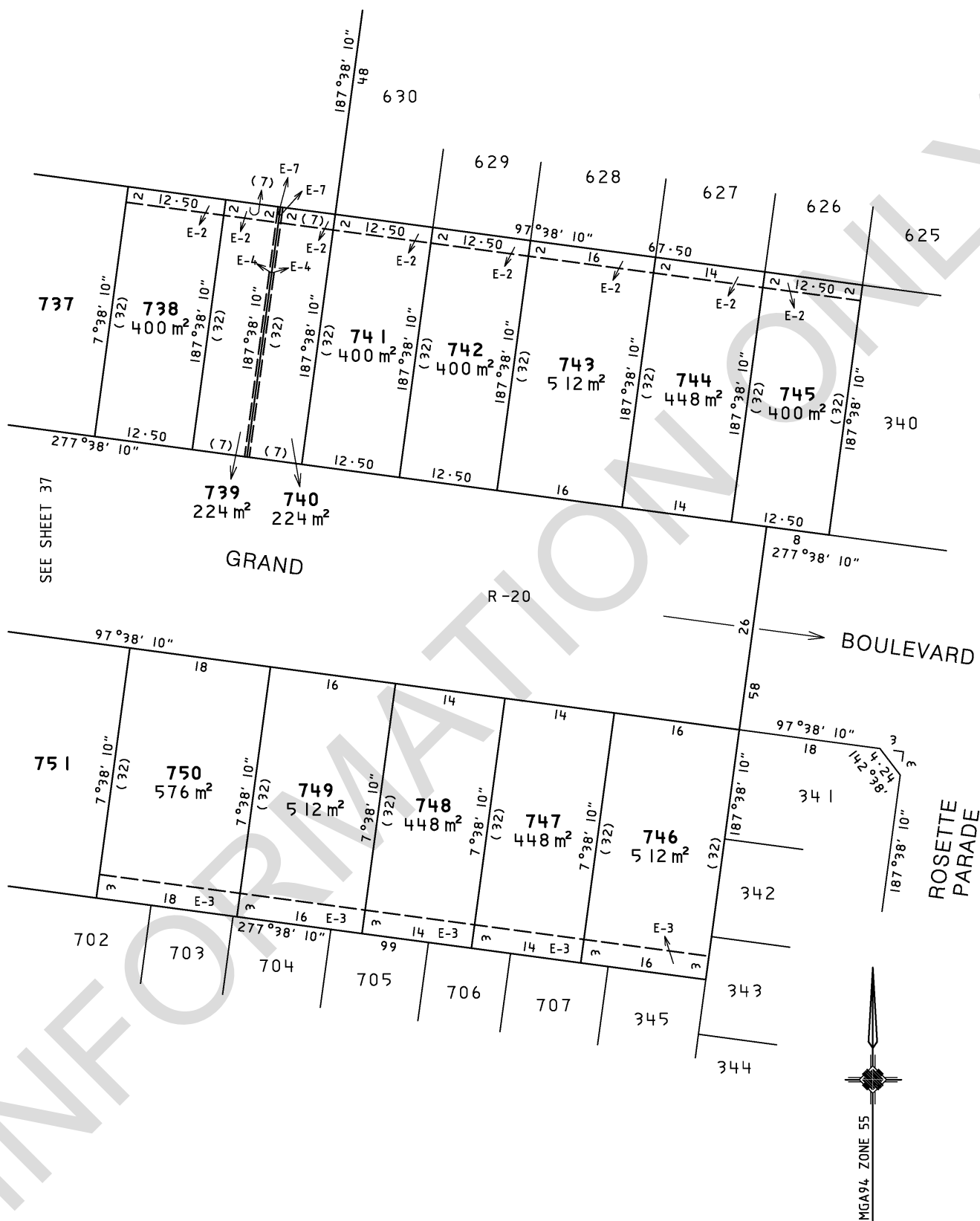
DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 36182 VERSION

SHEET 37

ORIGINAL SHEET SIZE A3

Plan Number

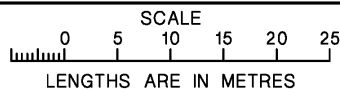
**PS 649691Y**



**WATSONS**

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CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL  
SCALE  
1:500

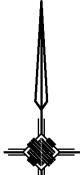
DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 36182 VERSION

SHEET 38

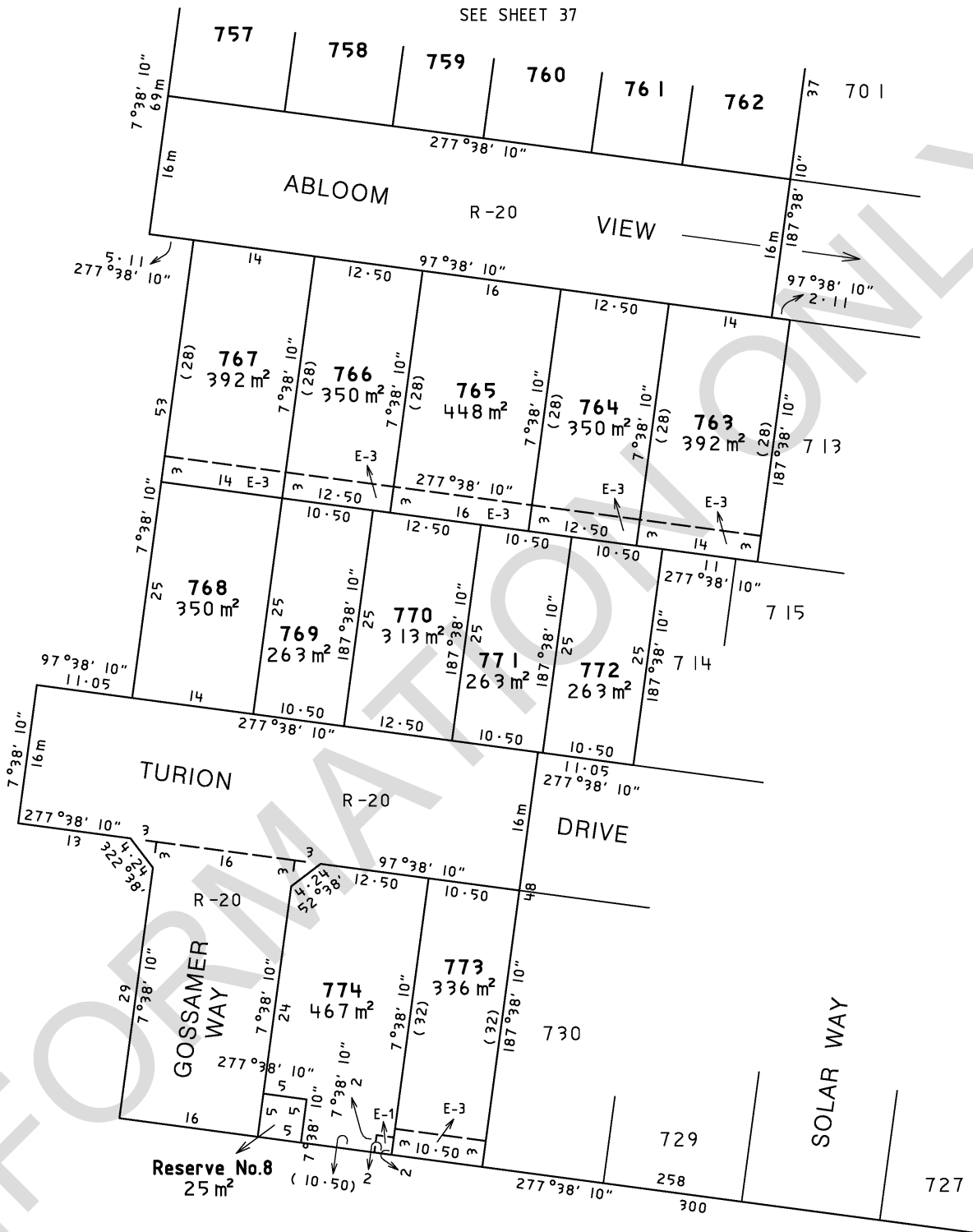
ORIGINAL SHEET SIZE A3

Plan Number

**PS 649691Y**



MGA94, ZONE 55



SHEET 39

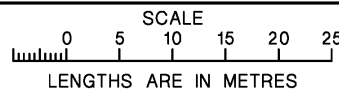
ORIGINAL SHEET SIZE A3



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CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

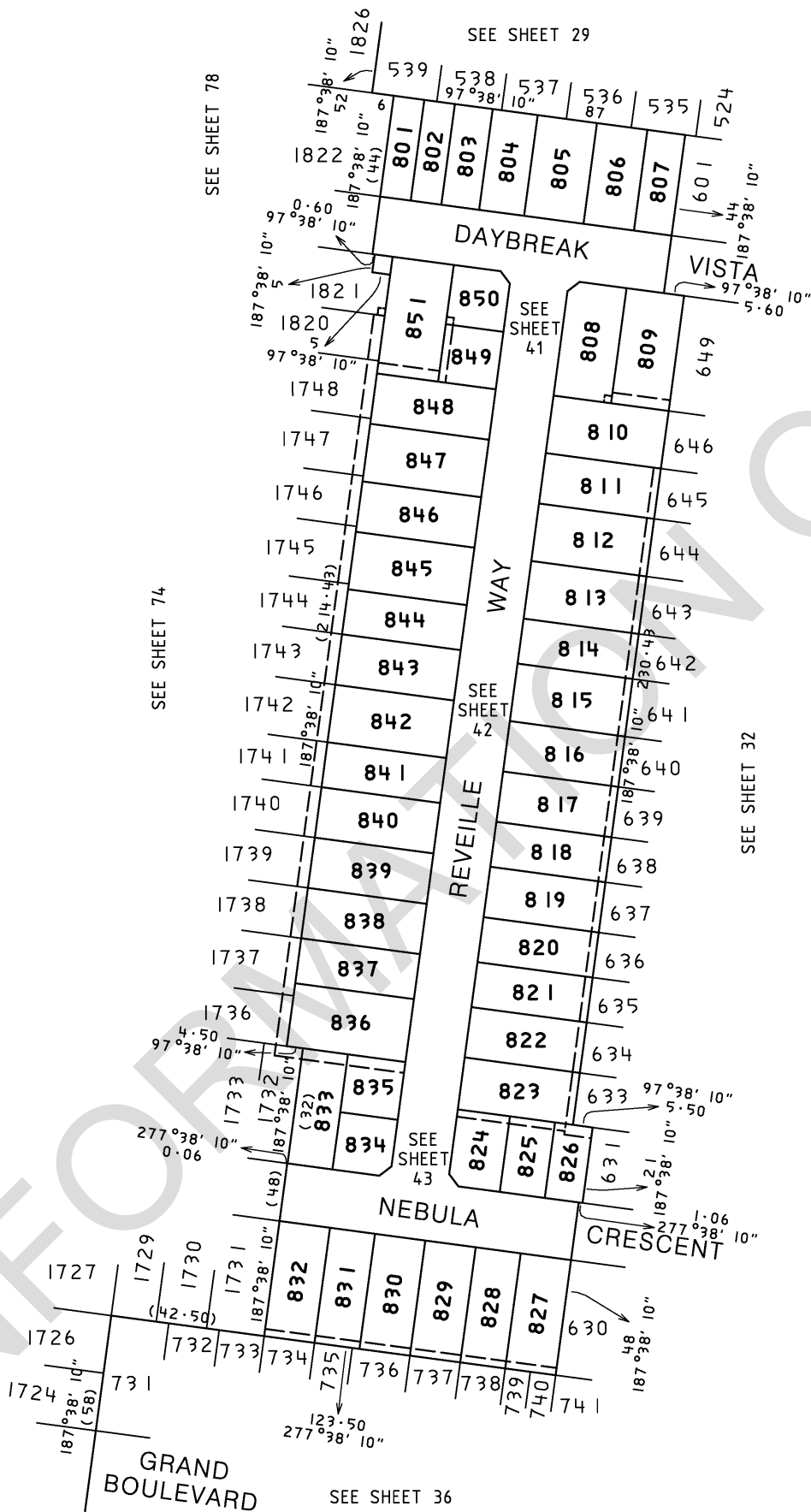


ORIGINAL  
SCALE  
1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 36182 VERSION

Plan Number

**PS 649691Y**



SHEET 40

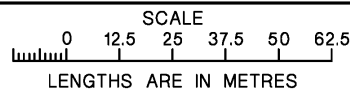
ORIGINAL SHEET SIZE A3



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5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTH BANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



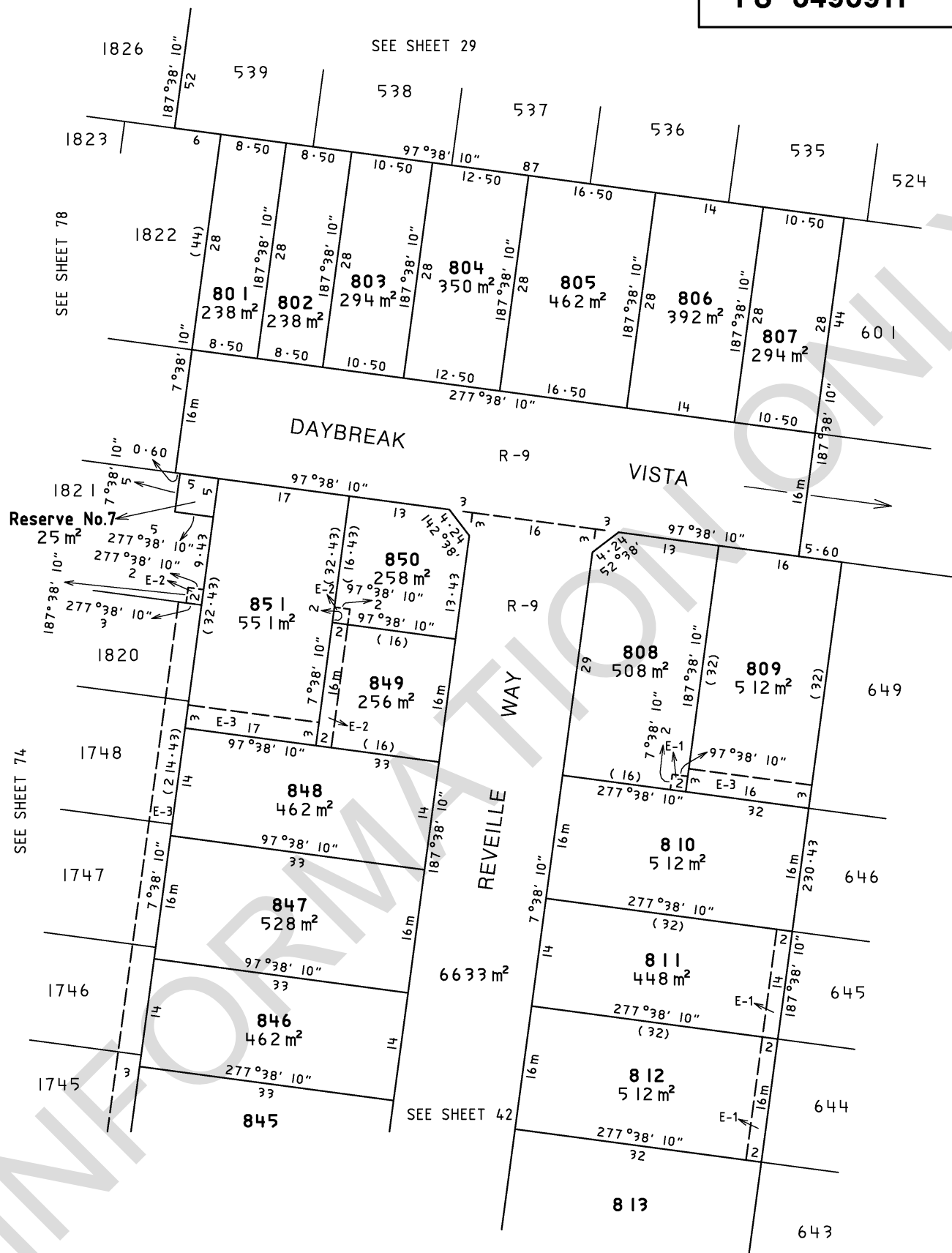
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JONATHAN TREVOR NEATE  
REF 36182 VERSION

ORIGINAL  
SCALE  
1:1250



Plan Number

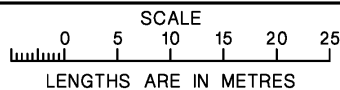
**PS 649691Y**



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THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 36182

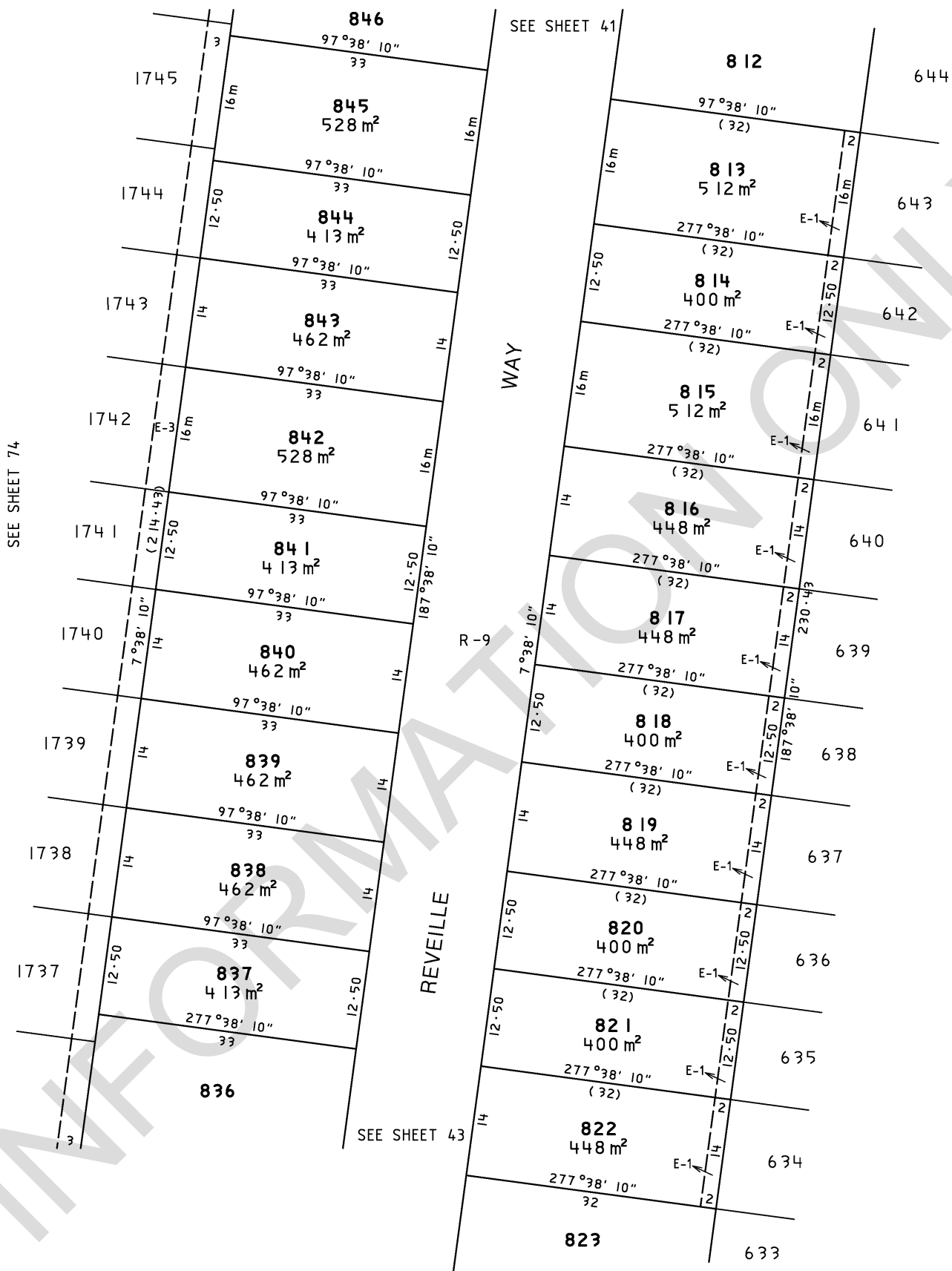
ORIGINAL  
SCALE  
1:500

SHEET 41

ORIGINAL SHEET SIZE A3

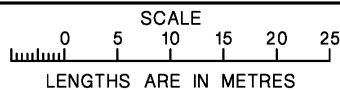
Plan Number

**PS 649691Y**



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL  
SCALE  
1:500

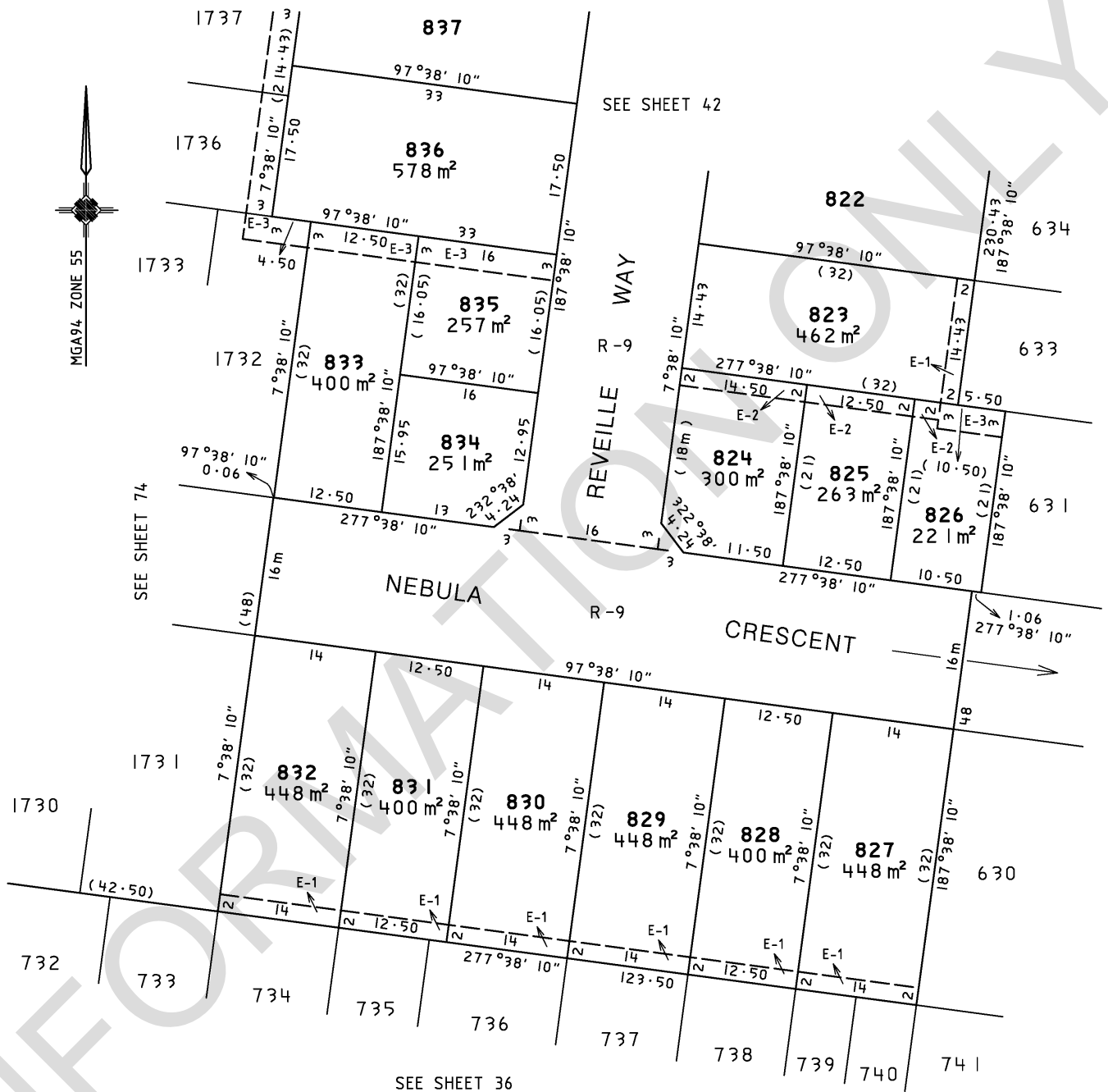
DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 36182 VERSION

SHEET 42

ORIGINAL SHEET SIZE A3

Plan Number

**PS 649691Y**



SHEET 43

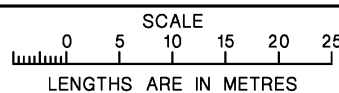
ORIGINAL SHEET SIZE A3



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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL  
SCALE  
1:500

**DIGITALLY SIGNED BY LICENSED SURVEYOR**

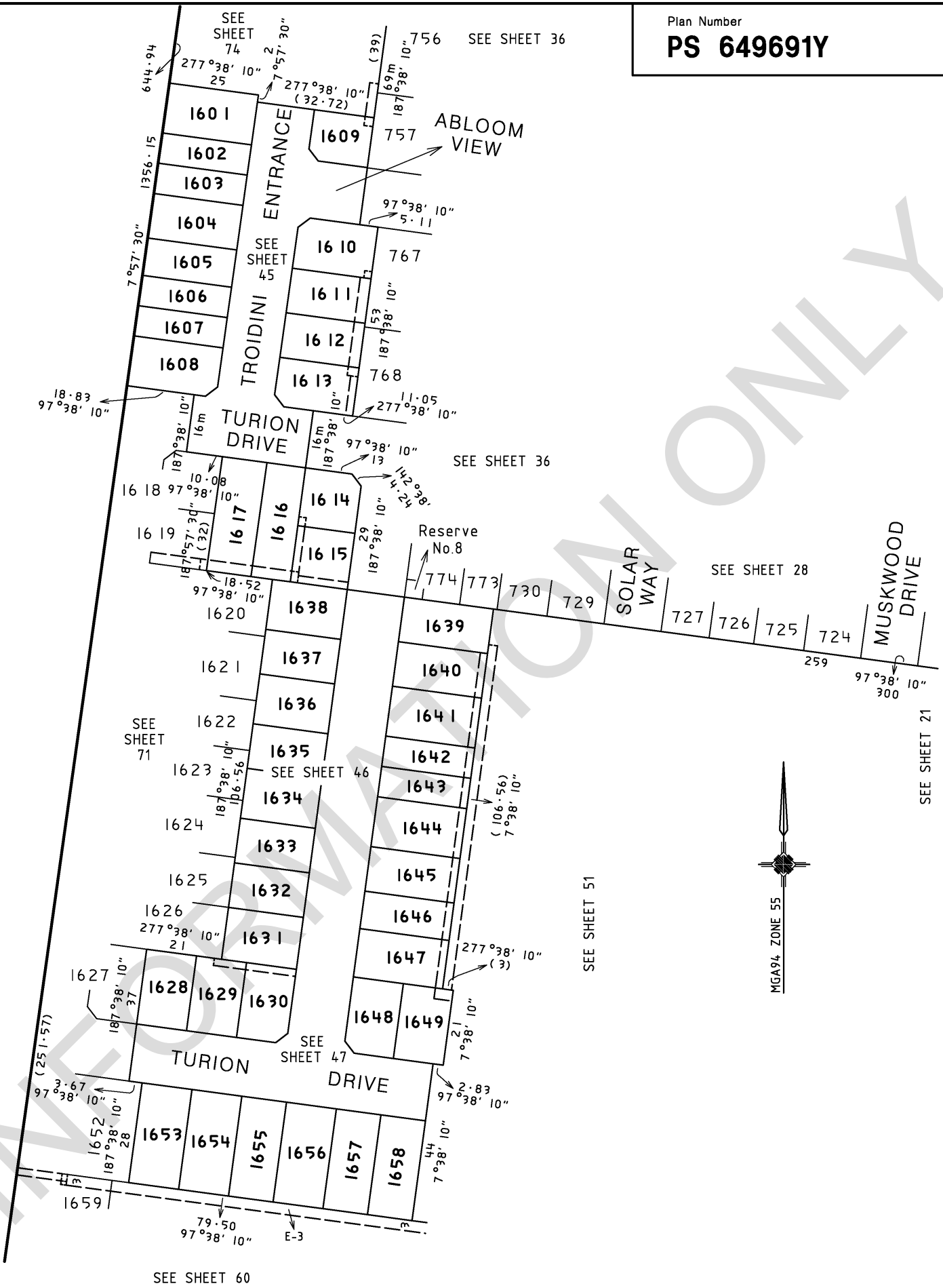
JONATHAN TREVOR NEATE

REF 36182

VERSION

Plan Number

**PS 649691Y**

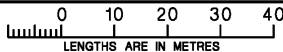


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5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

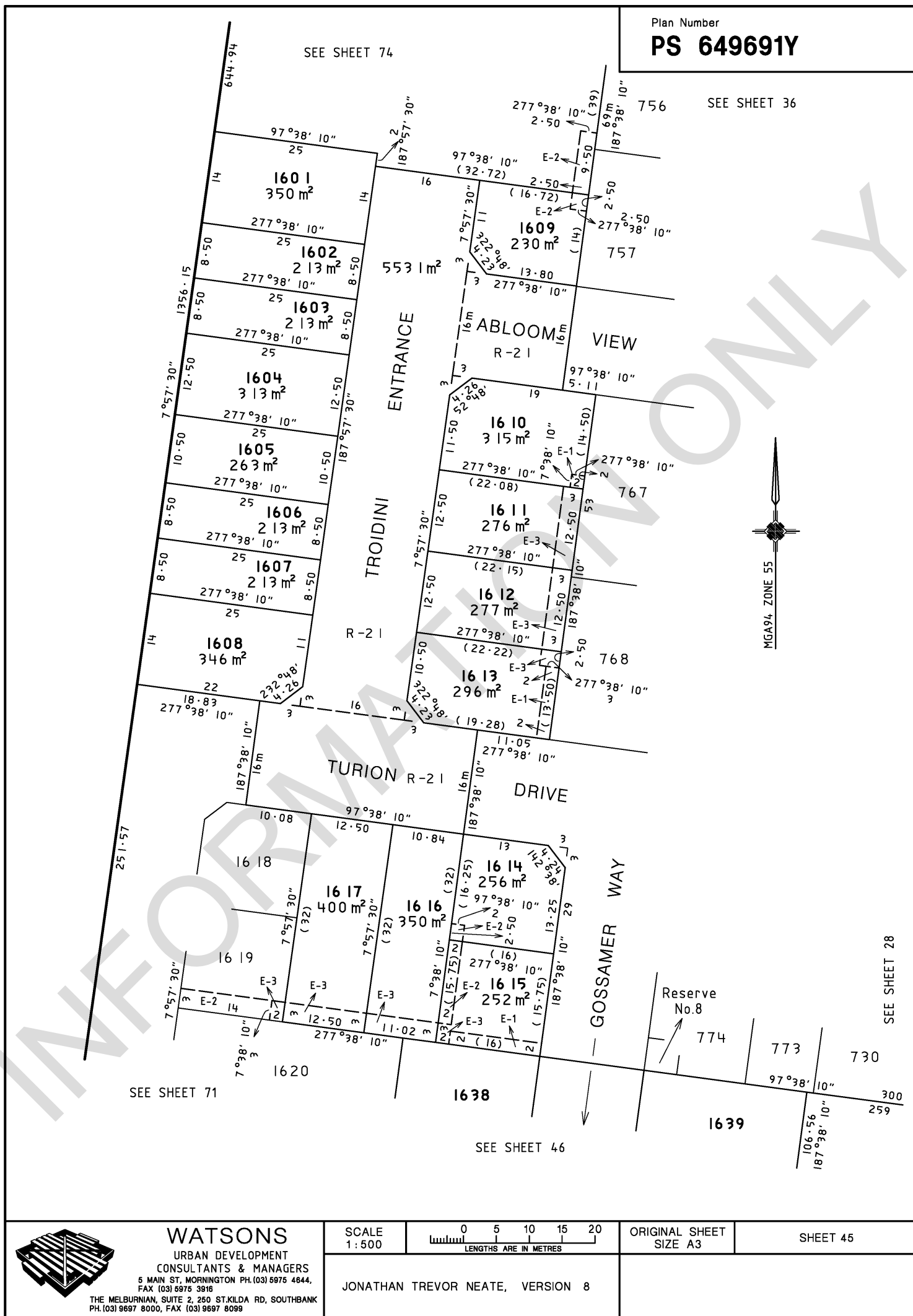
SCALE  
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ORIGINAL SHEET  
SIZE A3

SHEET 44

JONATHAN TREVOR NEATE, VERSION 8

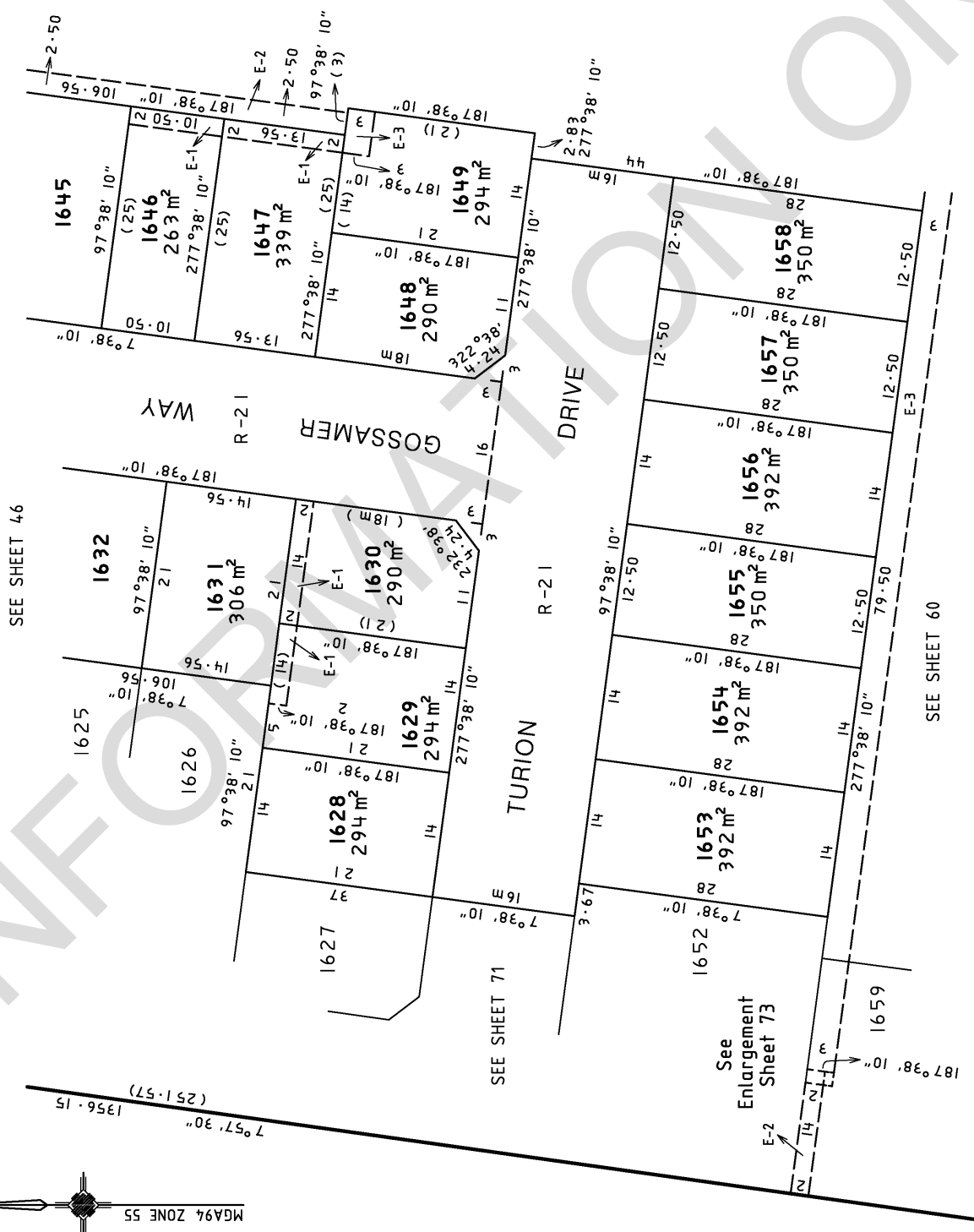




**CONSULTANTS & MANAGERS**  
5 MAIN ST, MORNINGTON PH. (03) 5975 4644,  
FAX (03) 5976 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET  
SIZE A3

Plan Number  
**PS 649691Y**



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CONSULTANTS & MANAGERS  
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FAX (03) 5975 3916  
THE MELBOURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9687 8000, FAX (03) 9687 8099

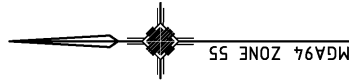
SCALE  
1 : 500



LENGTHS ARE IN METRES

JONATHAN TREVOR NEATE, VERSION 8

|                           |          |
|---------------------------|----------|
| ORIGINAL SHEET<br>SIZE A3 | SHEET 47 |
|---------------------------|----------|



|                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |  |                                                        |  |                           |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|--------------------------------------------------------|--|---------------------------|----------|
|  <p> <b>WATSONS</b><br/>         URBAN DEVELOPMENT<br/>         CONSULTANTS &amp; MANAGERS<br/>         5 MAIN ST, MORNINGTON PH.(03) 5975 4844,<br/>         FAX (03) 5975 3916<br/>         THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK<br/>         PH.(03) 9597 8000, FAX (03) 9597 8099       </p> | SCALE<br>1 : 1250                |  | 0    12.5    25    37.5    50<br>LENGTHS ARE IN METRES |  | ORIGINAL SHEET<br>SIZE A3 | SHEET 48 |
|                                                                                                                                                                                                                                                                                                                                                                                                      | JONATHAN TREVOR NEATE, VERSION 9 |  |                                                        |  |                           |          |



Plan Number  
**PS 649691Y**

**PS 649691Y**

SEE SHEET 48

PARADE

OLEANDER

CALYPSO

五

01-

01-

SEE SHEET 50

SEE  
SHEET 50

**WATSONS**  
URBAN DEVELOPMENT

**URBAN DEVELOPMENT**  
**CONSULTANTS & MANAGERS**  
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FAX (03) 5975 3916  
MORNINGTON, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
VIC 3006. FAX (03) 9697 8099

JONATHAN TREVOR NEATE, VERSION 9

SCALE

SCALE

0 5 10 15  
LENGTHS ARE IN METRES

201

201

201

201

201

ORIGINAL SHEET  
SIZE A3

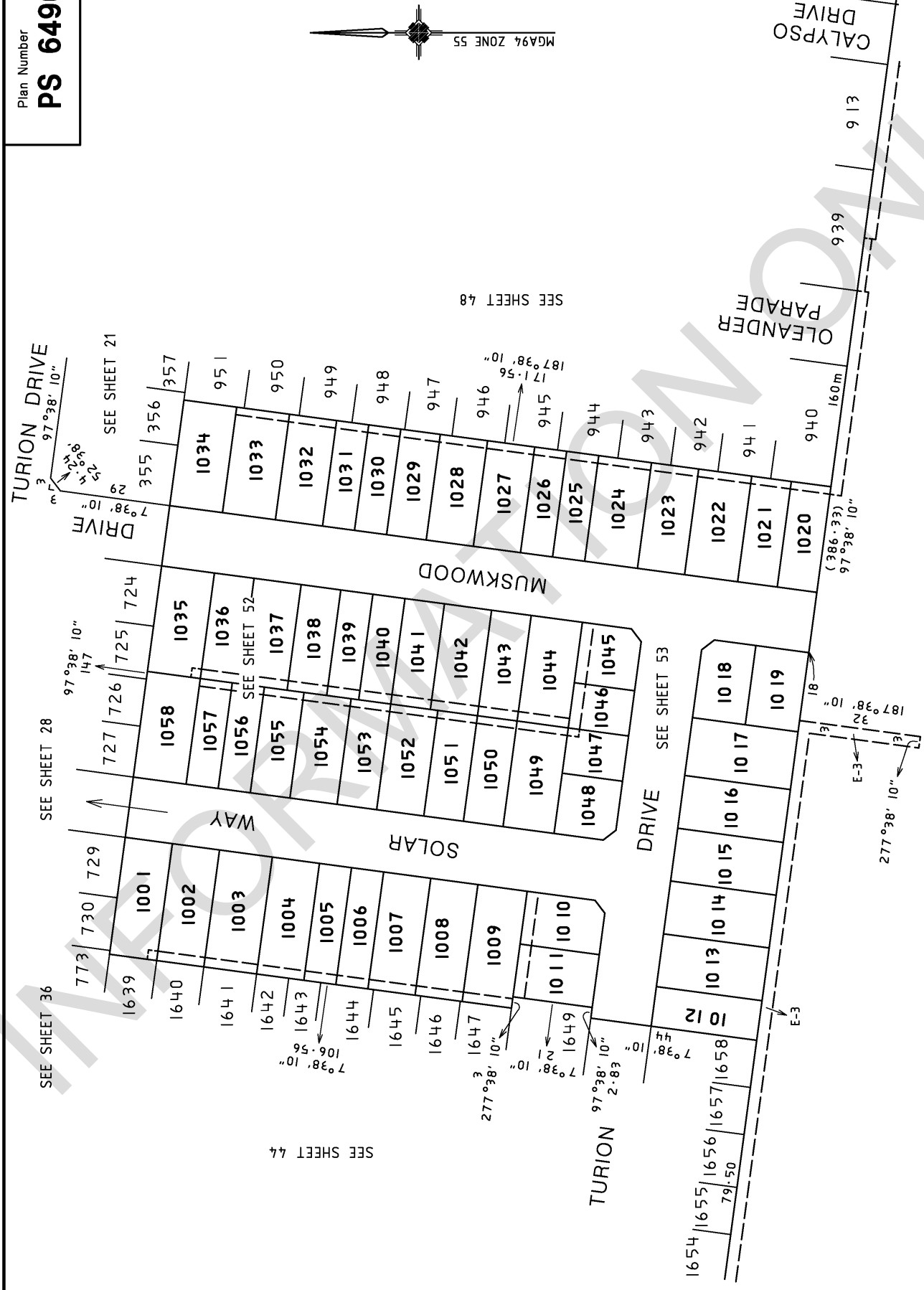
ORIGINAL SHEET  
SIZE A3

SHEET 49





Plan Number  
**PS 649691Y**





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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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FAX (03) 9975 3916  
THE MELBURNIAN, SUITE 2, 250 STKILDA RD, SOUTHBEAK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:1000

0 10 20 30 40  
LENGTHS ARE IN METRES

JONATHAN TREVOR NEATE, VERSION 7

ORIGINAL SHEET  
SIZE A3

SHEET 51





Plan Number

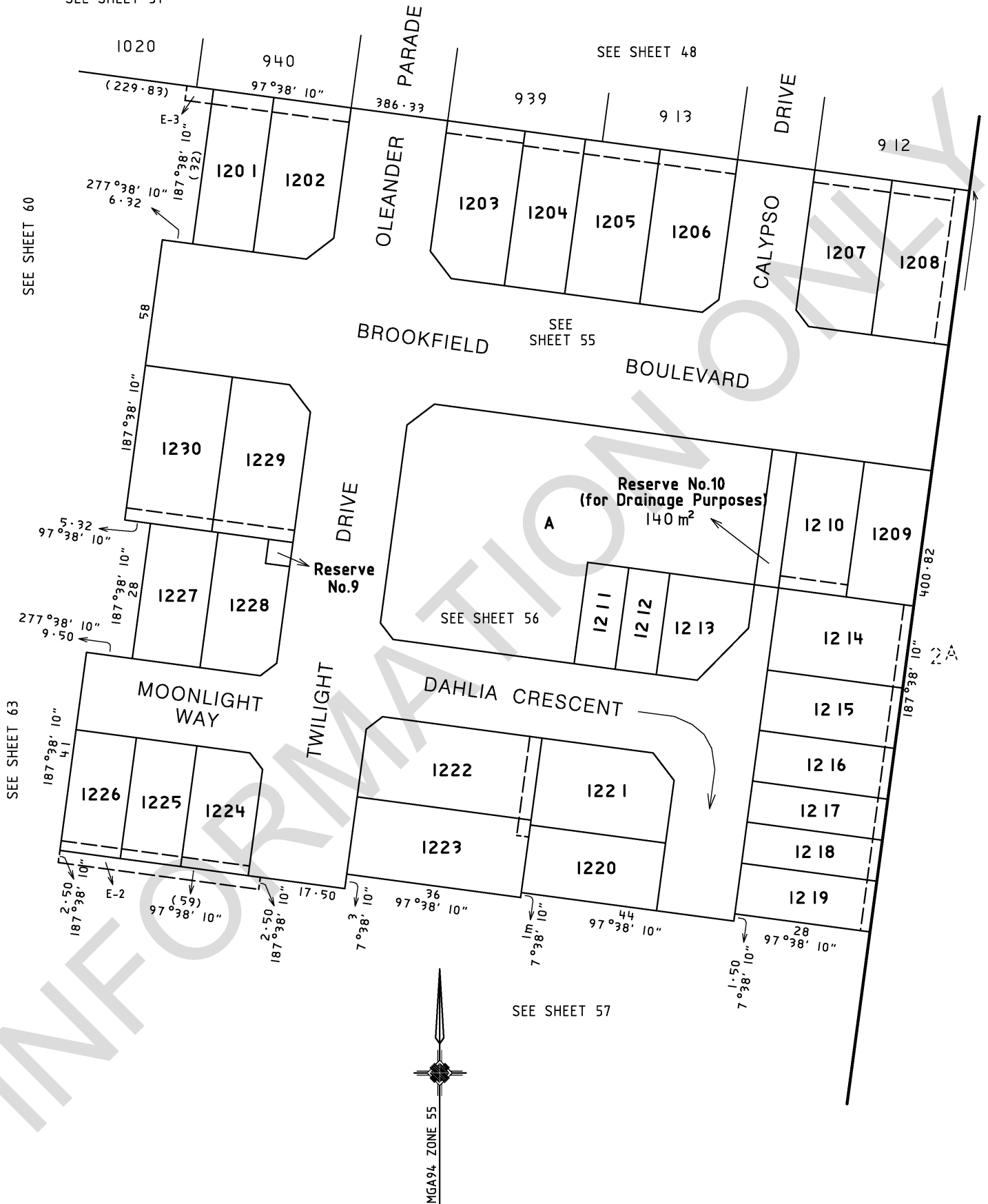
**PS 649691Y**

SEE SHEET 51

SEE SHEET 48

SEE SHEET 55

SEE SHEET 57



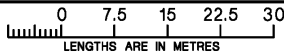
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:750



JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

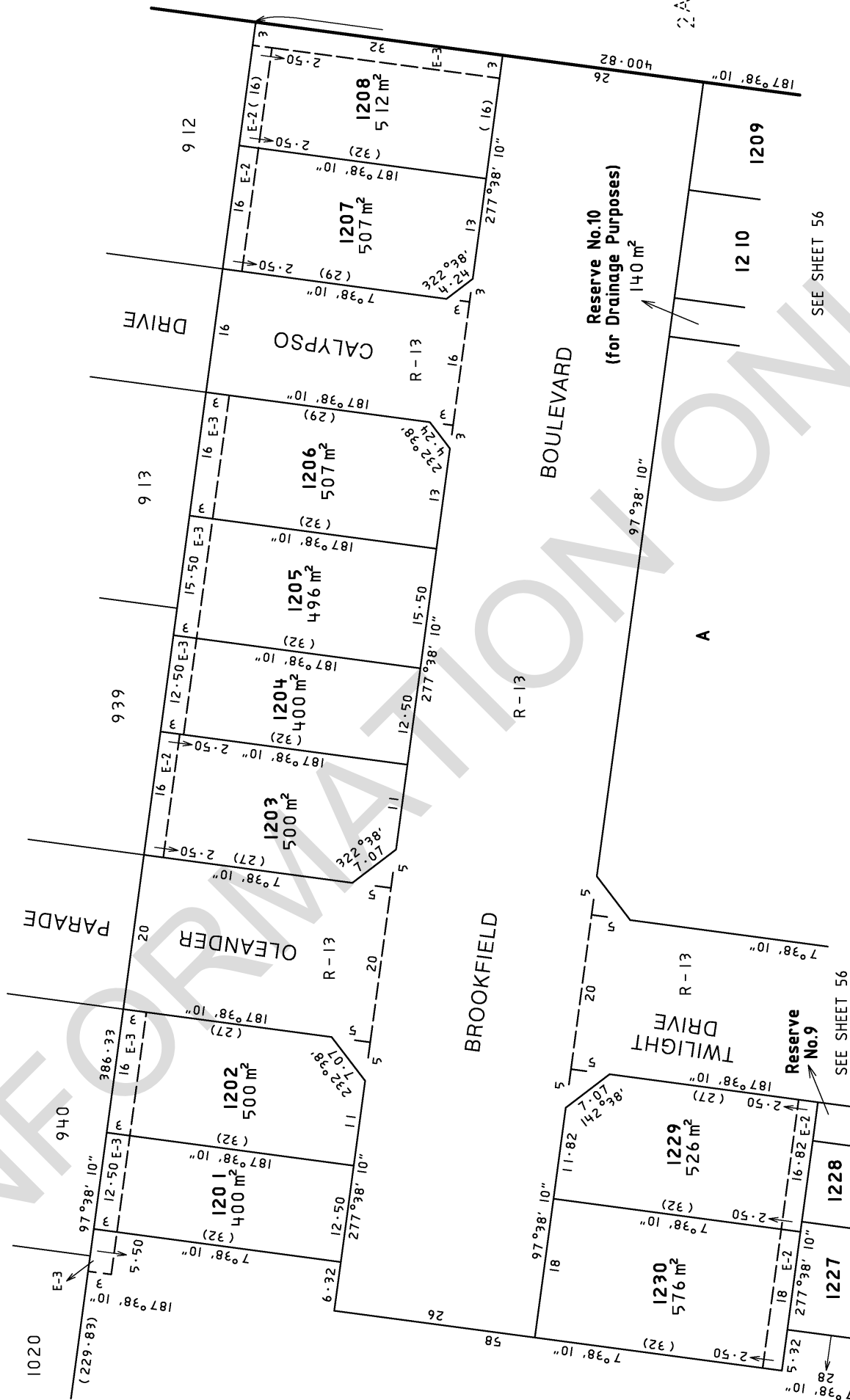
SHEET 54

Plan Number  
**PS 649691Y**



MGA94 ZONE 55

SEE SHEET 60



SEE SHEET 56

SEE SHEET 56

**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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FAX (03) 9975 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBEAK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500

0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE A3

SHEET 55

JONATHAN TREVOR NEATE, VERSION

Plan Number  
**PS 649691Y**

SEE SHEET 55

BROOKFIELD  
R - 13  
SEE BOULEVARD

SEE SHEET 60

SEE SHEET 55

MG A94 ZONE 55



SEE SHEET 63

DRIVE

MOONLIGHT R-13 WAY

0.007 ha

DAHLIA  
CRESCENT

TWILIGHT

SEE SHEET 57

WATSONS

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CONSULTANTS & MANAGERS**  
5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

|                  |                                               |
|------------------|-----------------------------------------------|
| SCALE<br>1 : 500 | <p>0 5 10 15</p> <p>LENGTHS ARE IN METRES</p> |
|------------------|-----------------------------------------------|

SHEET 56

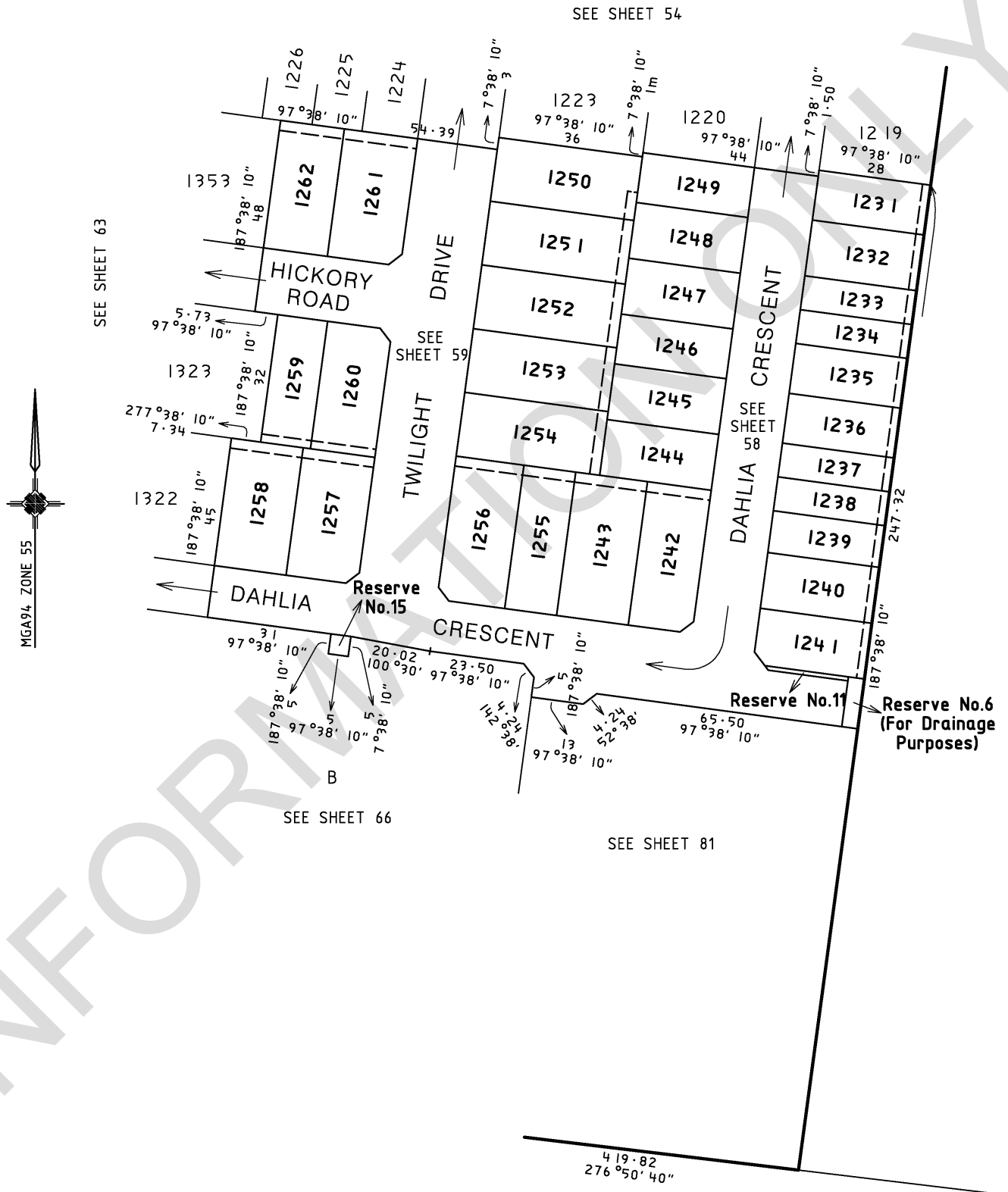
ORIGINAL SHEET  
SIZE A3

JONATHAN TREVOR NEATE, VERSION



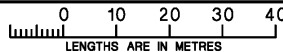
Plan Number

**PS 649691Y**



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

SCALE  
1:1000



JONATHAN TREVOR NEATE, VERSION

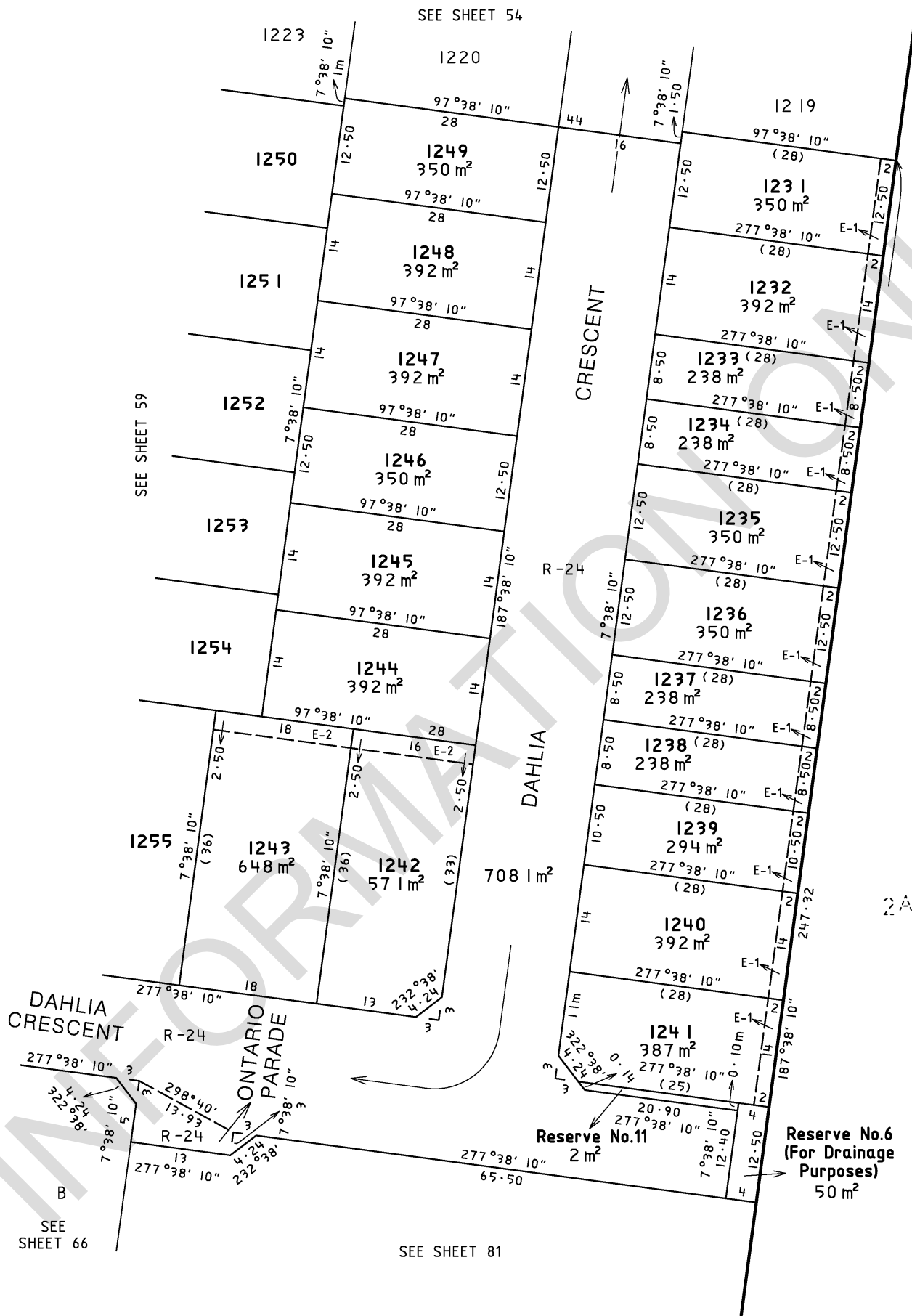
ORIGINAL SHEET  
SIZE A3

SHEET 57

Plan Number

**PS 649691Y**

SEE SHEET 54



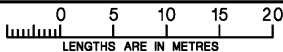
Note: Reserve No. 11 has been exaggerated for clarity.



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH. (03) 5975 4844,  
FAX (03) 6975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH. (03) 9860 0300

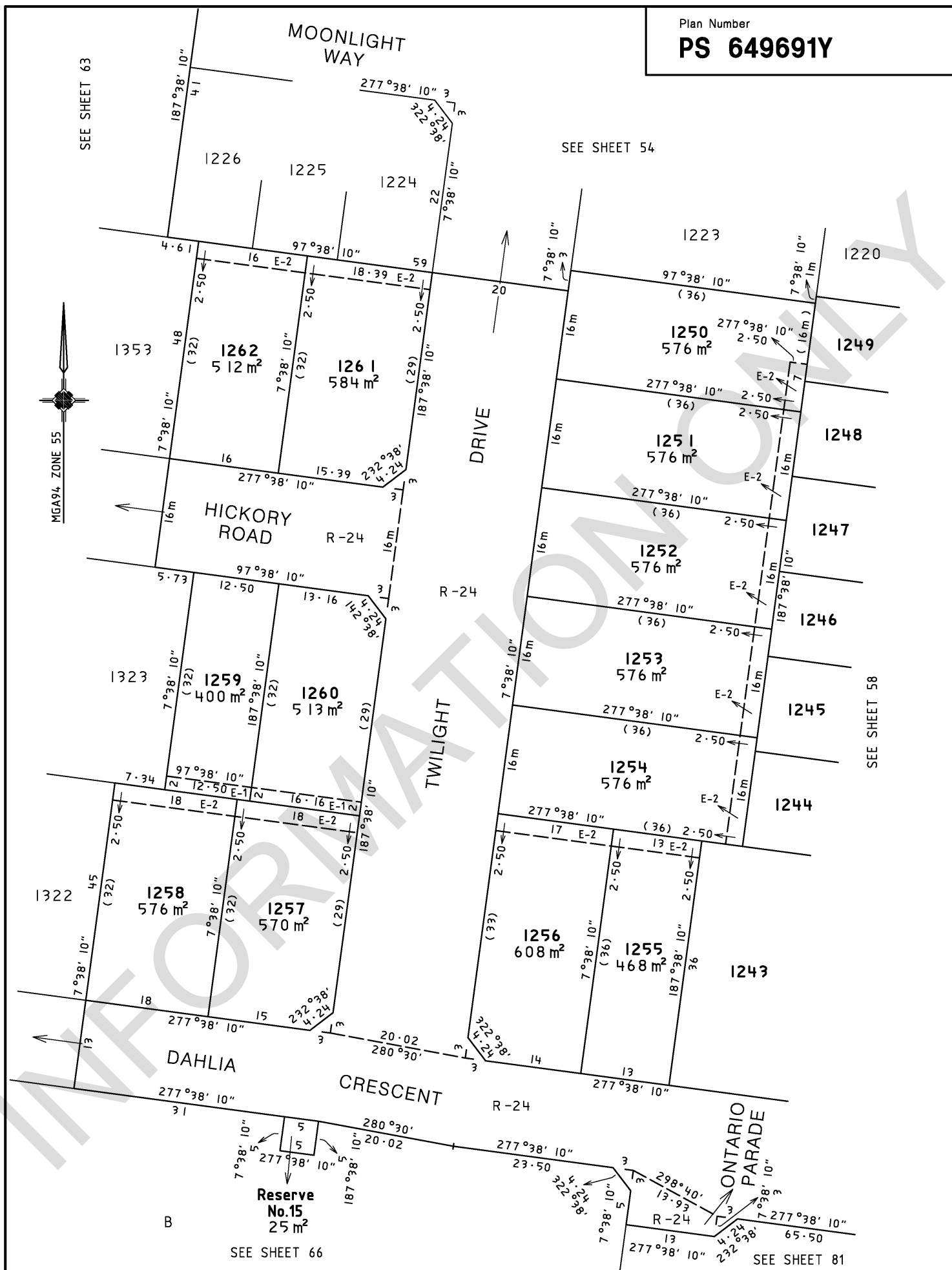
SCALE  
1:500



JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 58

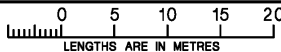


Plan Number  
**PS 649691Y**



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URBAN DEVELOPMENT  
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FAX (03) 5975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

SCALE  
1:500

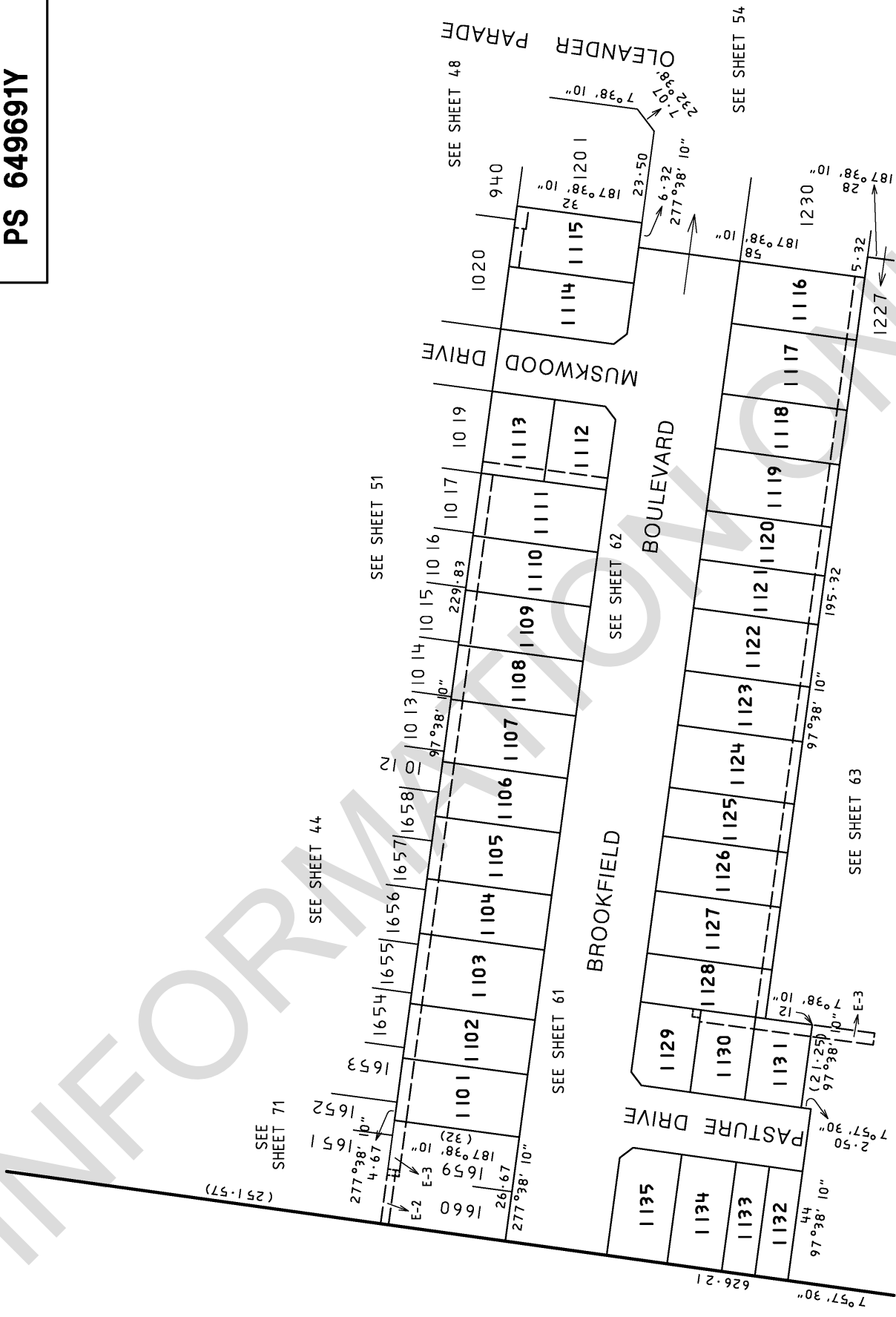


JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 59

Plan Number  
**PS 649691Y**



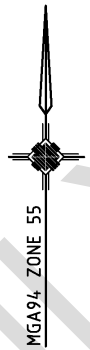


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5 MAIN ST, MORNINGTON PH.(03) 9975 4844,  
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PH.(03) 9697 8000, FAX (03) 9697 8099

|                                |  |                                        |  |  |  |  |                           |          |
|--------------------------------|--|----------------------------------------|--|--|--|--|---------------------------|----------|
| SCALE<br>1:1000                |  | 0 10 20 30 40<br>LENGTHS ARE IN METRES |  |  |  |  | ORIGINAL SHEET<br>SIZE A3 | SHEET 60 |
| JONATHAN TREVOR NEATE, VERSION |  |                                        |  |  |  |  |                           |          |

Plan Number

**PS 649691Y**



SEE  
SHEET 71

SEE  
SHEET 44

See  
Enlargement  
Sheet 73

SEE SHEET 62

BROOKFIELD

R-12

BOULEVARD

PASTURE  
DRIVE

R-12

SEE SHEET 63



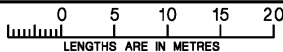
**WATSONS**

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CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

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SCALE  
1:500



JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 61

Plan Number

**PS 649691Y**

SEE SHEET 51

SEE SHEET 48

SEE SHEET 54

SEE SHEET 63

WATSONS



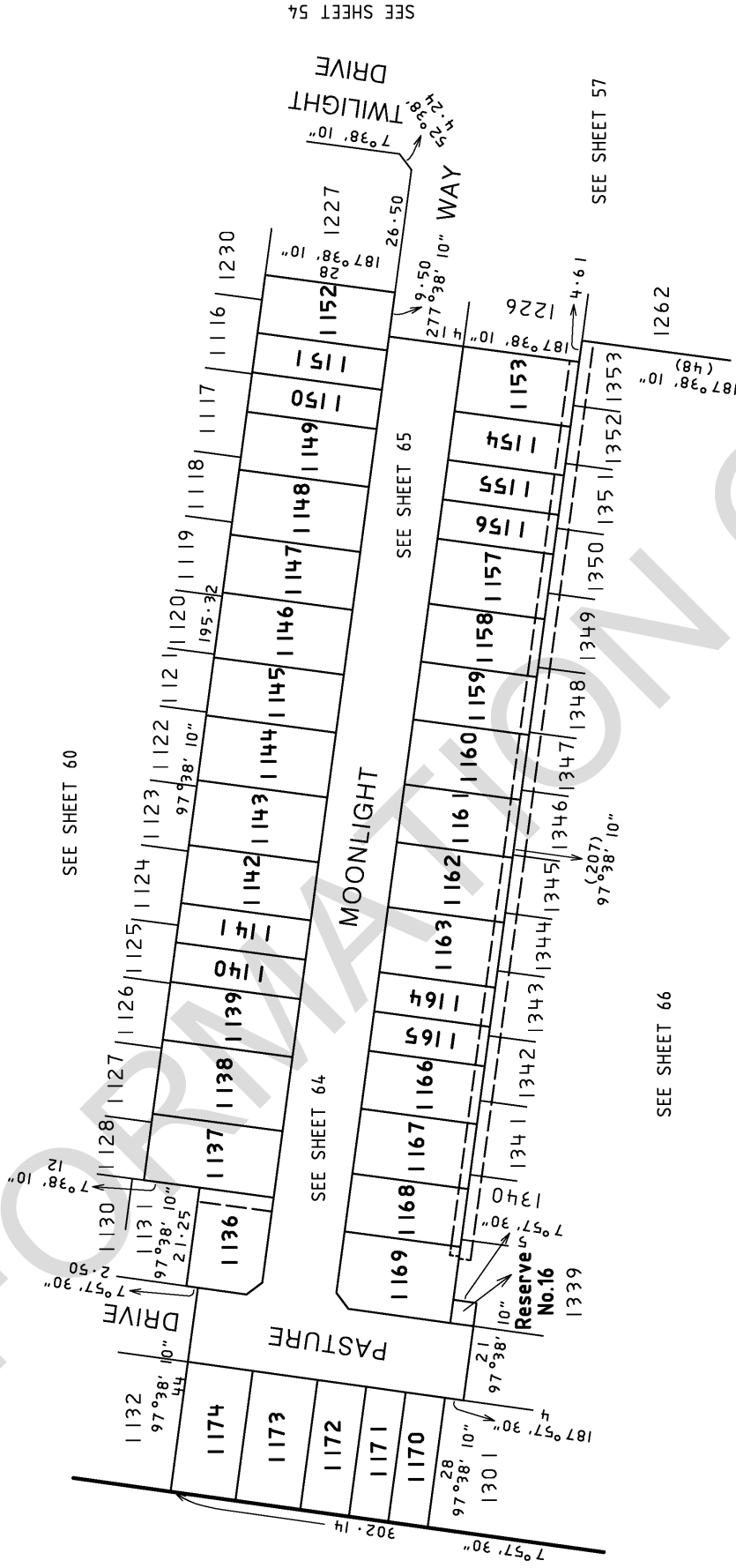
**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS**  
6 MAIN ST, MORNINGTON PH.(03) 5975 4644,  
FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 62

Plan Number  
**PS 649691Y**



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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 9975 4844,  
FAX (03) 9975 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBEAK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:1000

0 10 20 30 40  
LENGTHS ARE IN METRES

JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

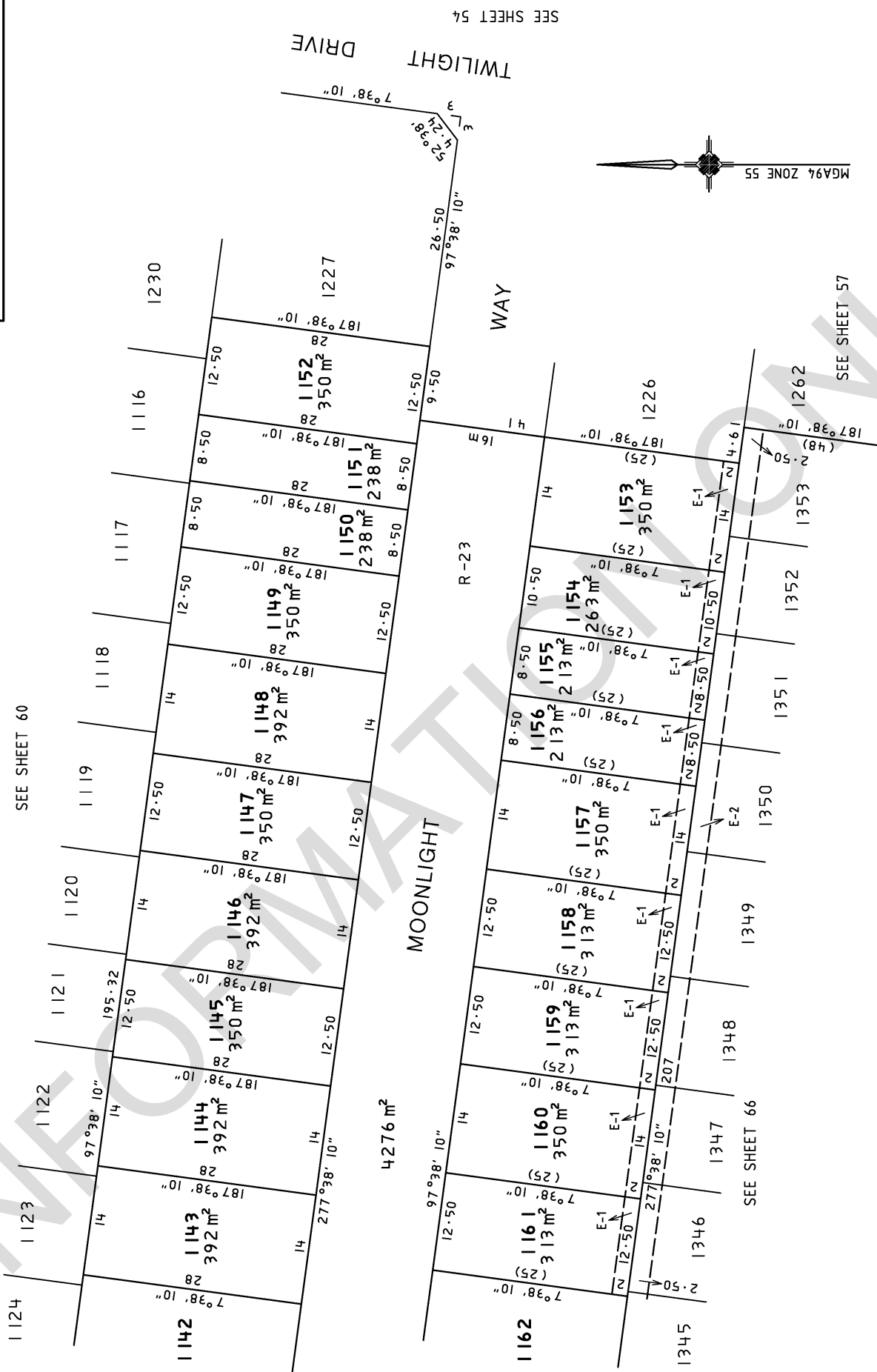
SHEET 63





Plan Number

**PS 649691Y**



SEE SHEET 64

SEE SHEET 54



SEE SHEET 57

SEE SHEET 66

**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORTWORTH PH.(03) 5975 4644,  
FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9657 8000, FAX (03) 9657 8099



**CONSULTANTS & MANAGERS**  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644,  
FAX (03) 5975 3916  
SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
8000, FAX (03) 9697 8099

5 MAIN ST, MORNINGTON PH. (03) 5975 4644,  
FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTH BANK  
PH. (03) 9697 8000 FAX (03) 9697 8099

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

JONATHAN TREVOR NEATE, VERSION

SCALE

SCALE

| Month     | Number of Visitors |
|-----------|--------------------|
| January   | 10                 |
| February  | 12                 |
| March     | 15                 |
| April     | 18                 |
| May       | 20                 |
| June      | 22                 |
| July      | 25                 |
| August    | 28                 |
| September | 30                 |
| October   | 32                 |
| November  | 35                 |
| December  | 38                 |

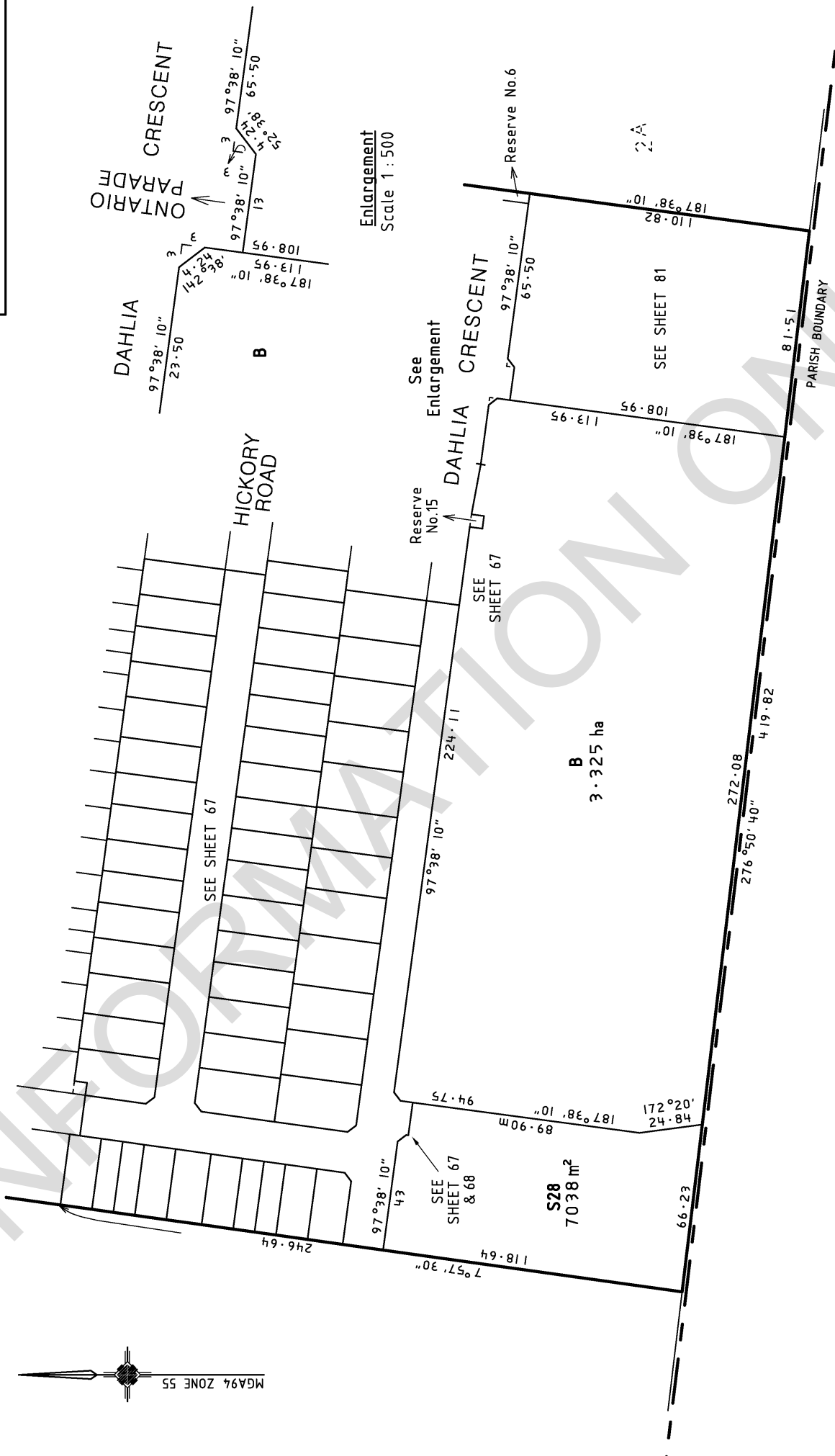
20

ORIGINAL SHEET  
SIZE A3

ORIGINAL SHEET  
SIZE A3

SHEET 65

Plan Number  
**PS 649691Y**



Enlargement  
Scale 1 : 500

**WATSONS**  
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CONSULTANTS & MANAGERS  
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FAX (03) 9975 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBEAK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1 : 1500

0 15 30 45 60  
LENGTHS ARE IN METRES

JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 66

Plan Number  
**PS 649691Y**



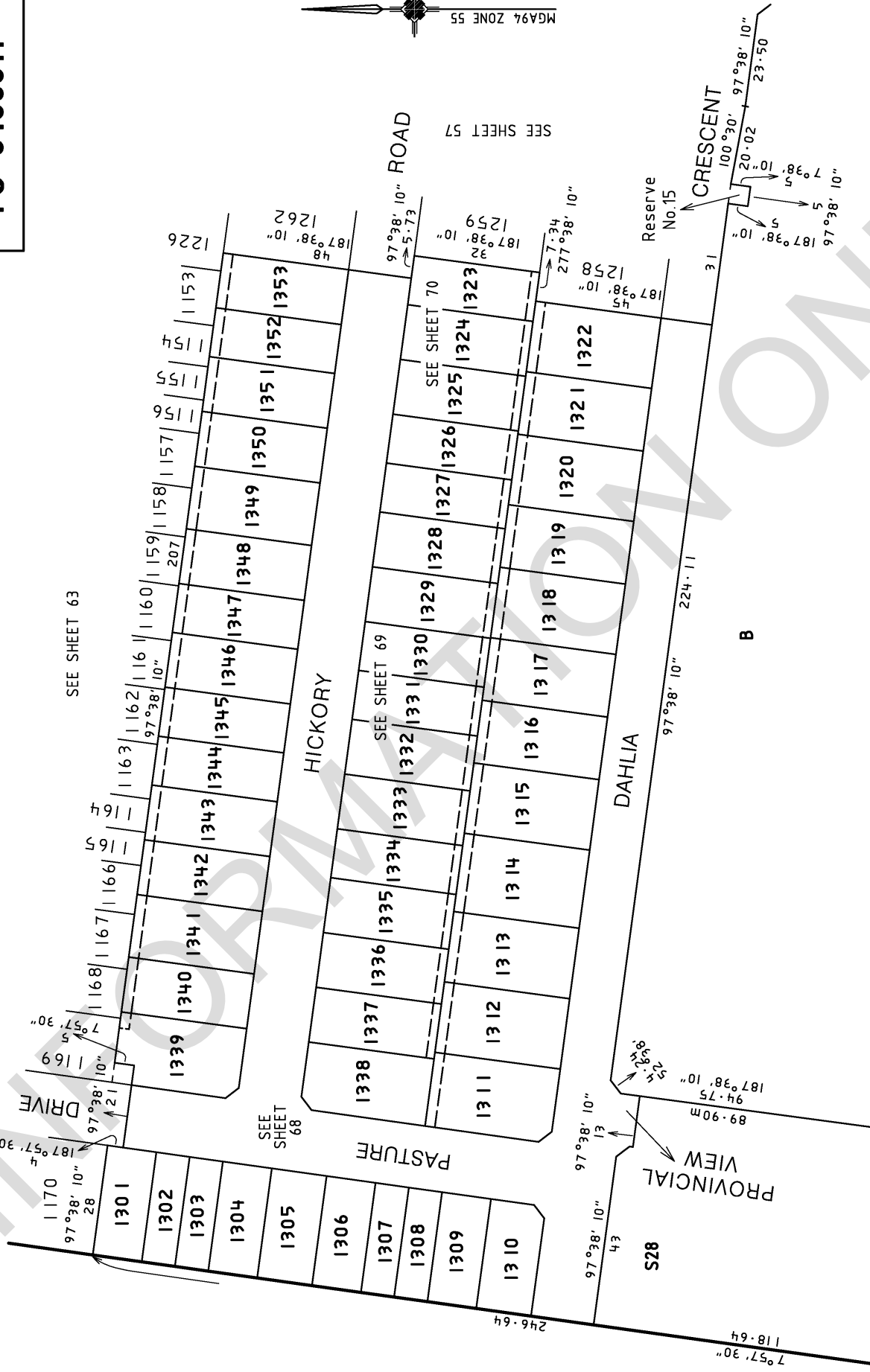
SEE SHEET 66

SEE SHEET 57

SEE SHEET 63

SEE SHEET 68

SEE SHEET 66



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URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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FAX (03) 9975 3916  
THE MELBURNIAN, SUITE 2, 250 STKILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099



| SCALE  | 0 | 10 | 20 | 30 | 40 | ORIGINAL SHEET SIZE | SHEET 67 |
|--------|---|----|----|----|----|---------------------|----------|
| 1:1000 |   |    |    |    |    | A3                  |          |

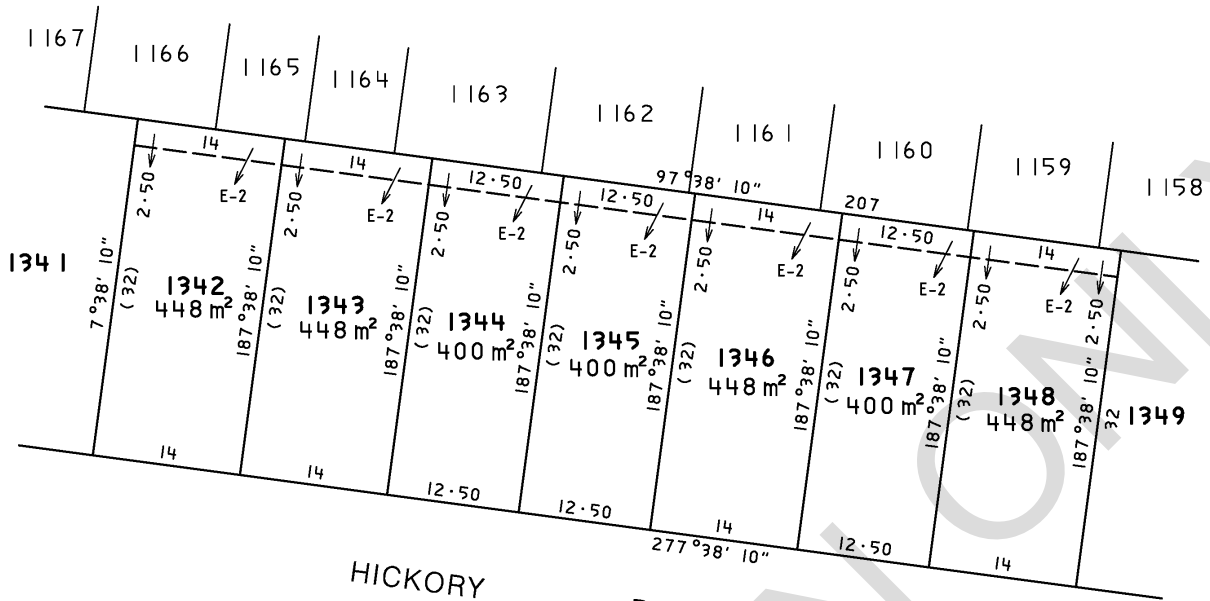
JONATHAN TREVOR NEATE, VERSION

SHEET 68

Plan Number

**PS 649691Y**

SEE SHEET 63



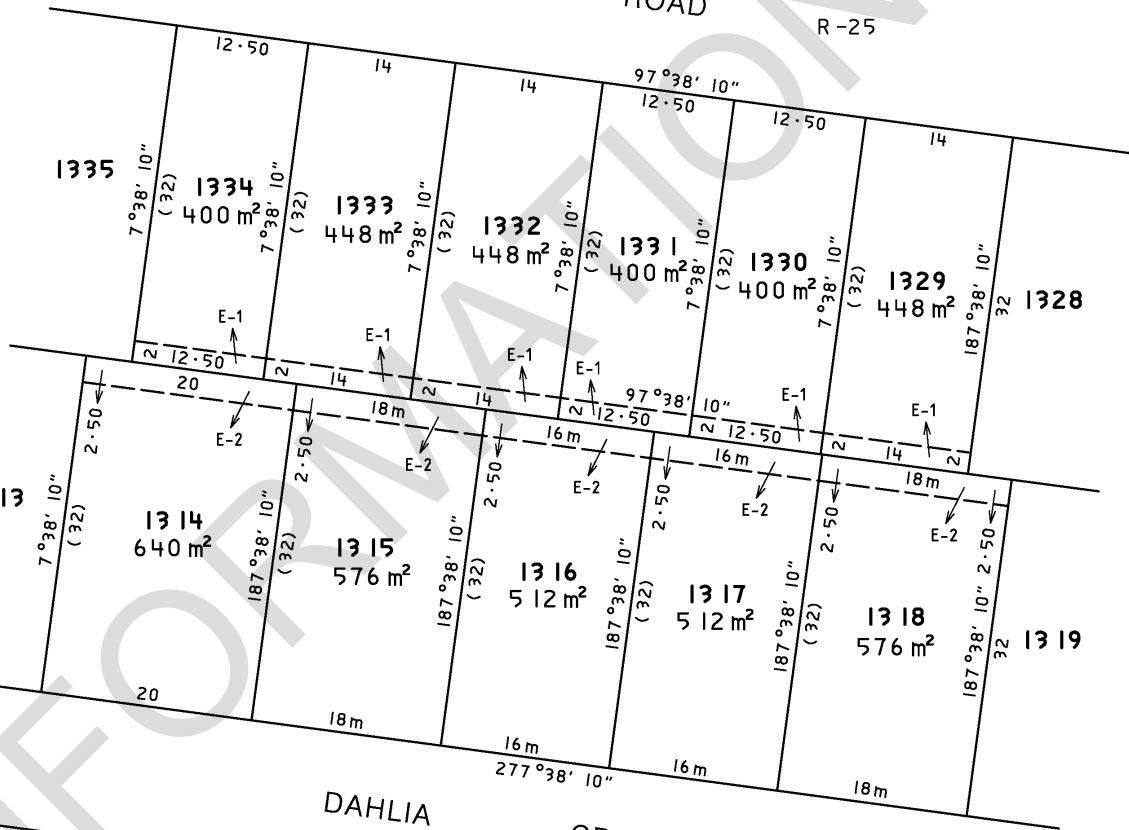
HICKORY

ROAD

R-25

SEE SHEET 68

SEE SHEET 70



DAHLIA

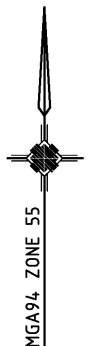
CRESCENT

R-25

97°38' 10"

224.11

B



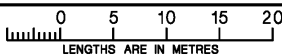
**WATSONS**

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FAX (03) 5975 3916

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PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500



ORIGINAL SHEET  
SIZE A3

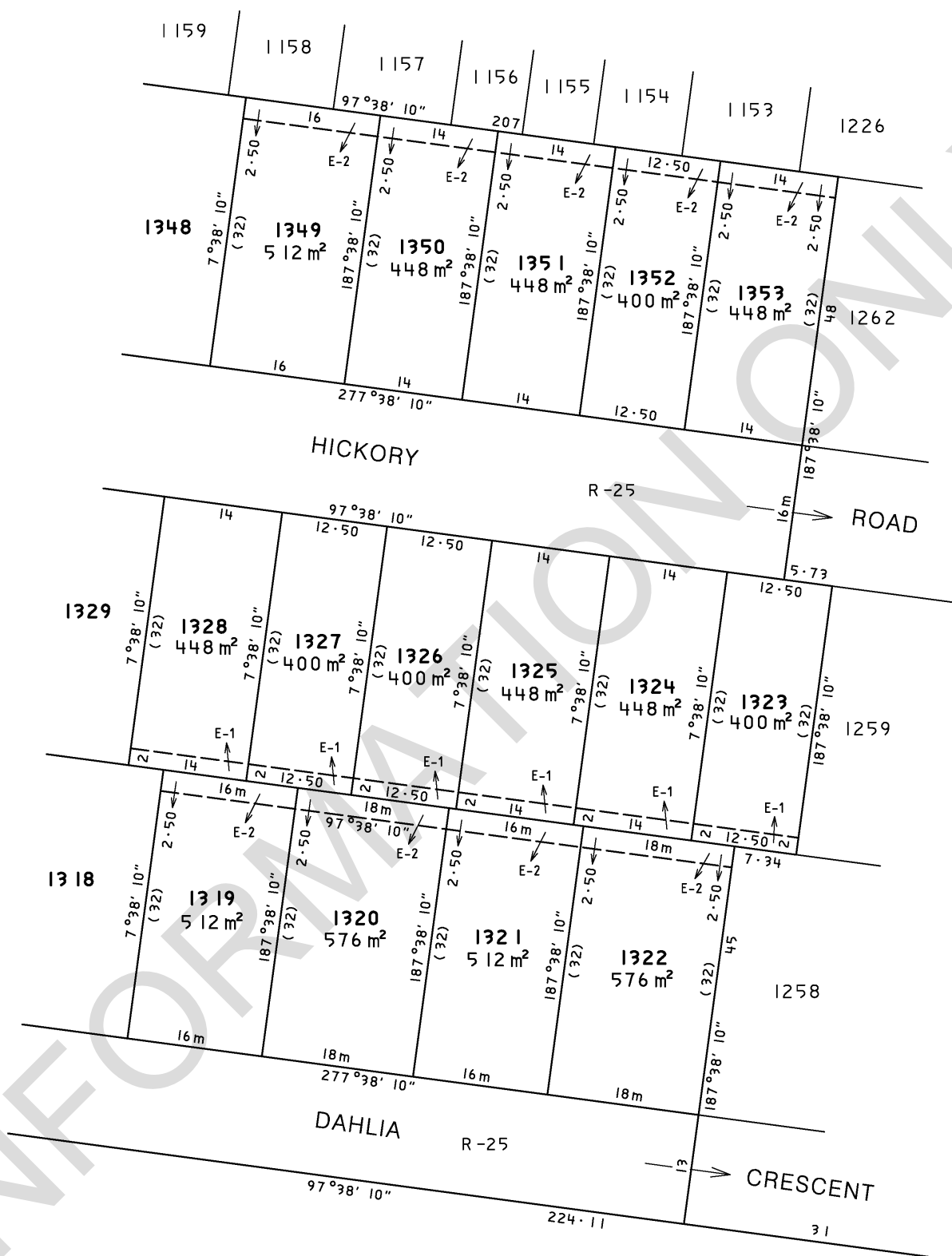
SHEET 69

JONATHAN TREVOR NEATE, VERSION

Plan Number

**PS 649691Y**

SEE SHEET 63



SEE SHEET 69

SEE SHEET 57



SEE SHEET 66



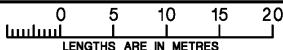
**WATSONS**

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FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500



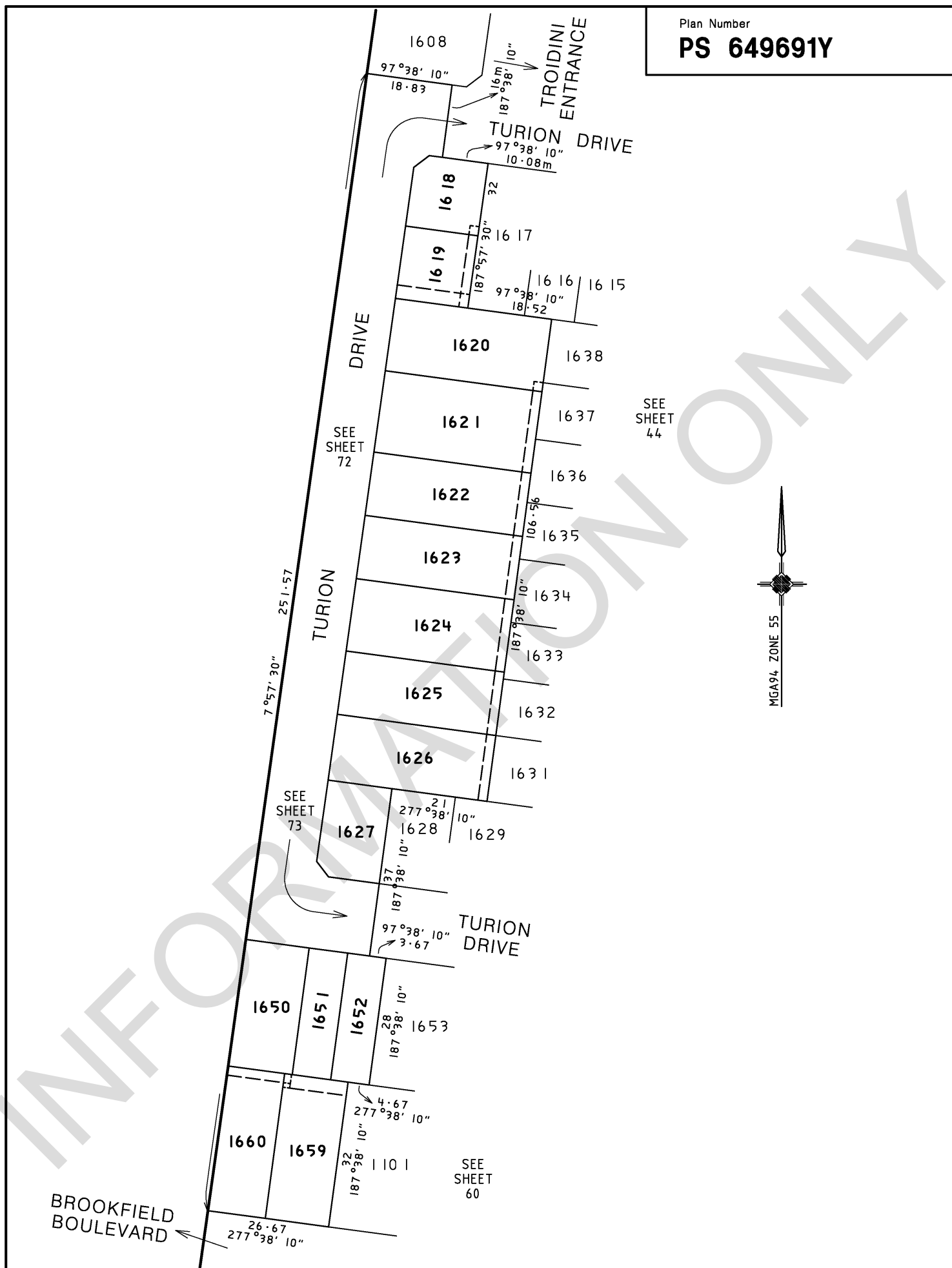
ORIGINAL SHEET  
SIZE A3

SHEET 70

JONATHAN TREVOR NEATE, VERSION

Plan Number

**PS 649691Y**



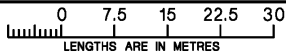
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

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PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:750



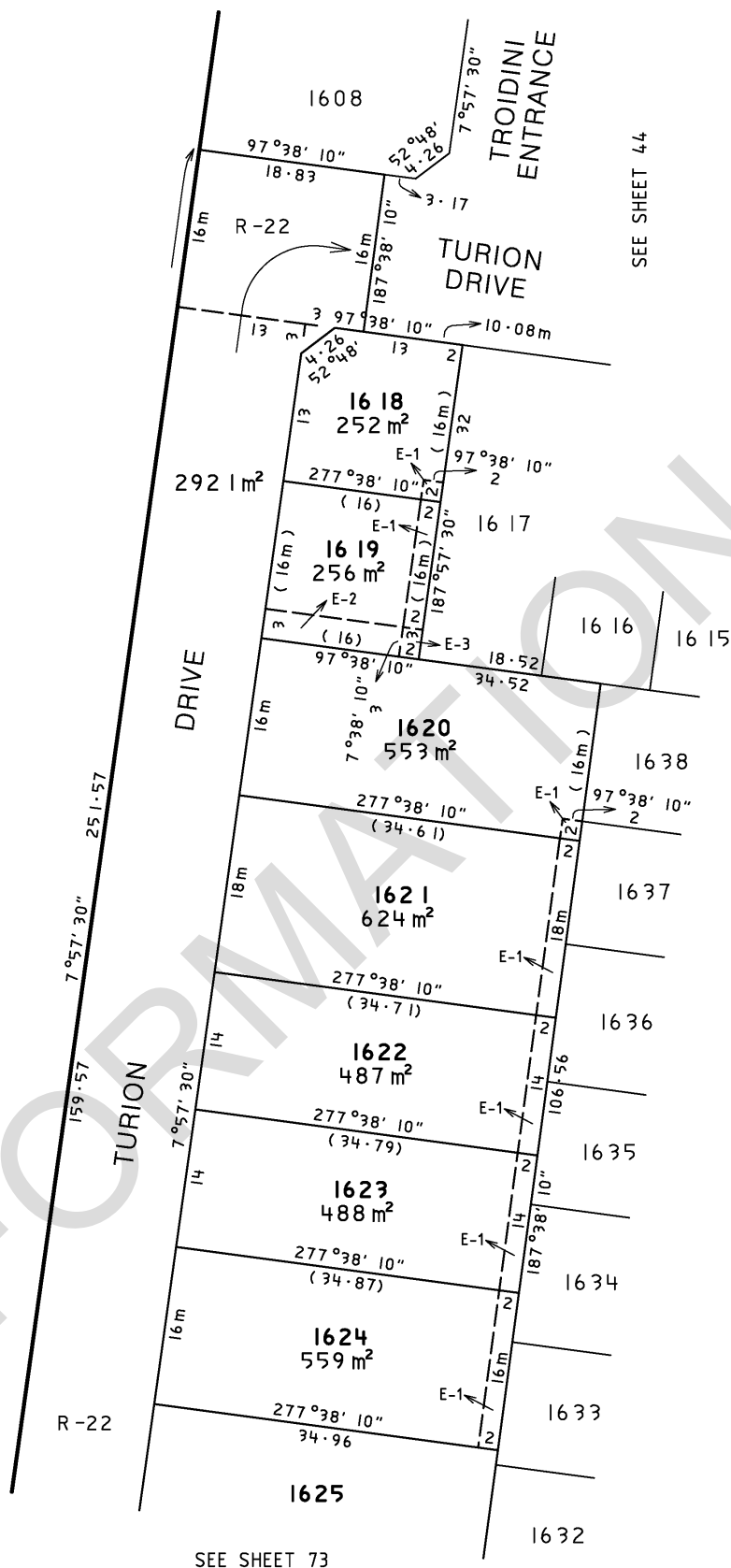
ORIGINAL SHEET  
SIZE A3

SHEET 71

JONATHAN TREVOR NEATE, VERSION

Plan Number

**PS 649691Y**



SEE SHEET 44

SEE SHEET 44

SEE SHEET 73



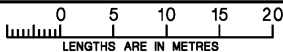
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE  
1:500



JONATHAN TREVOR NEATE, VERSION

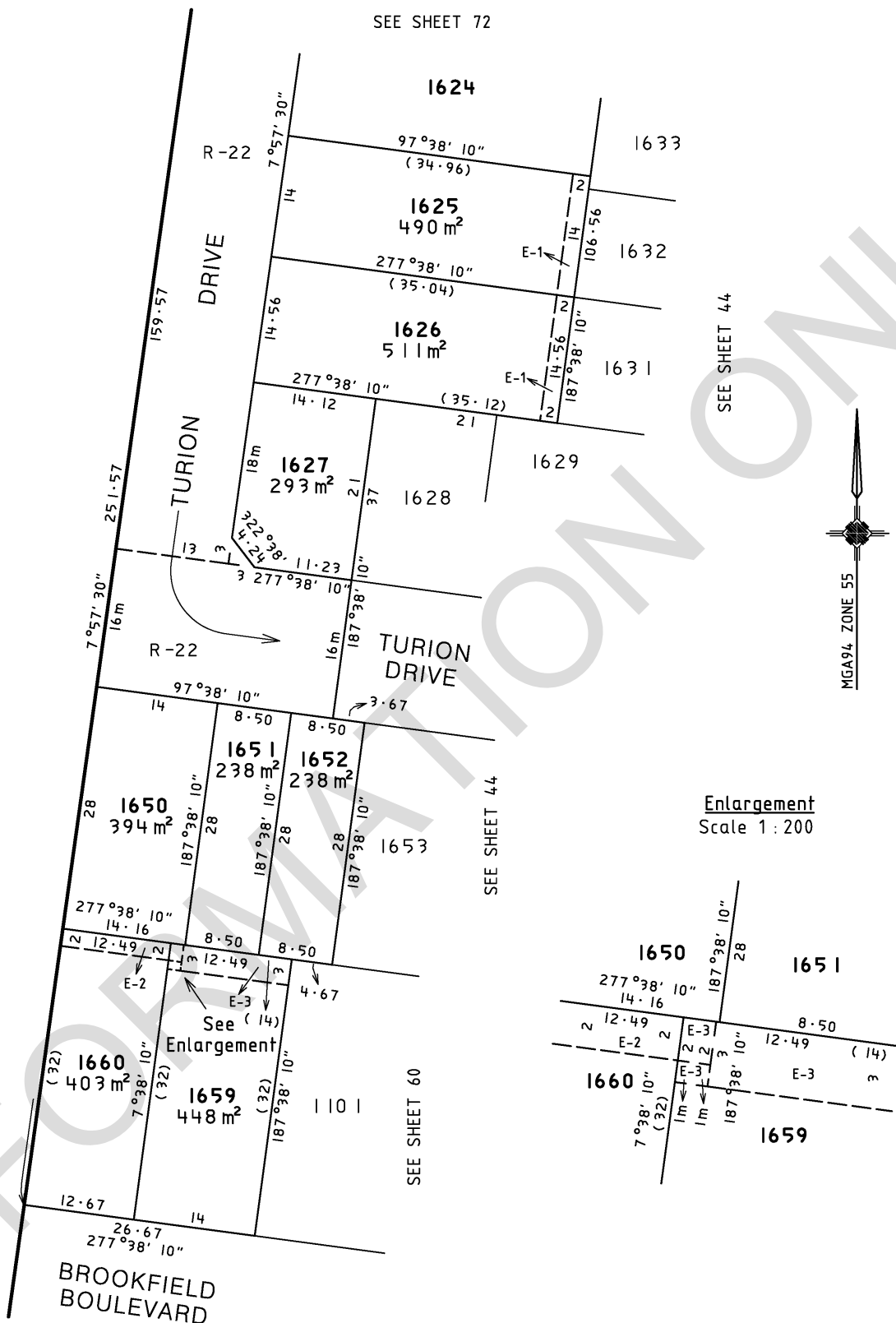
ORIGINAL SHEET  
SIZE A3

SHEET 72



Plan Number

**PS 649691Y**



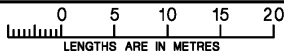
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916

THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

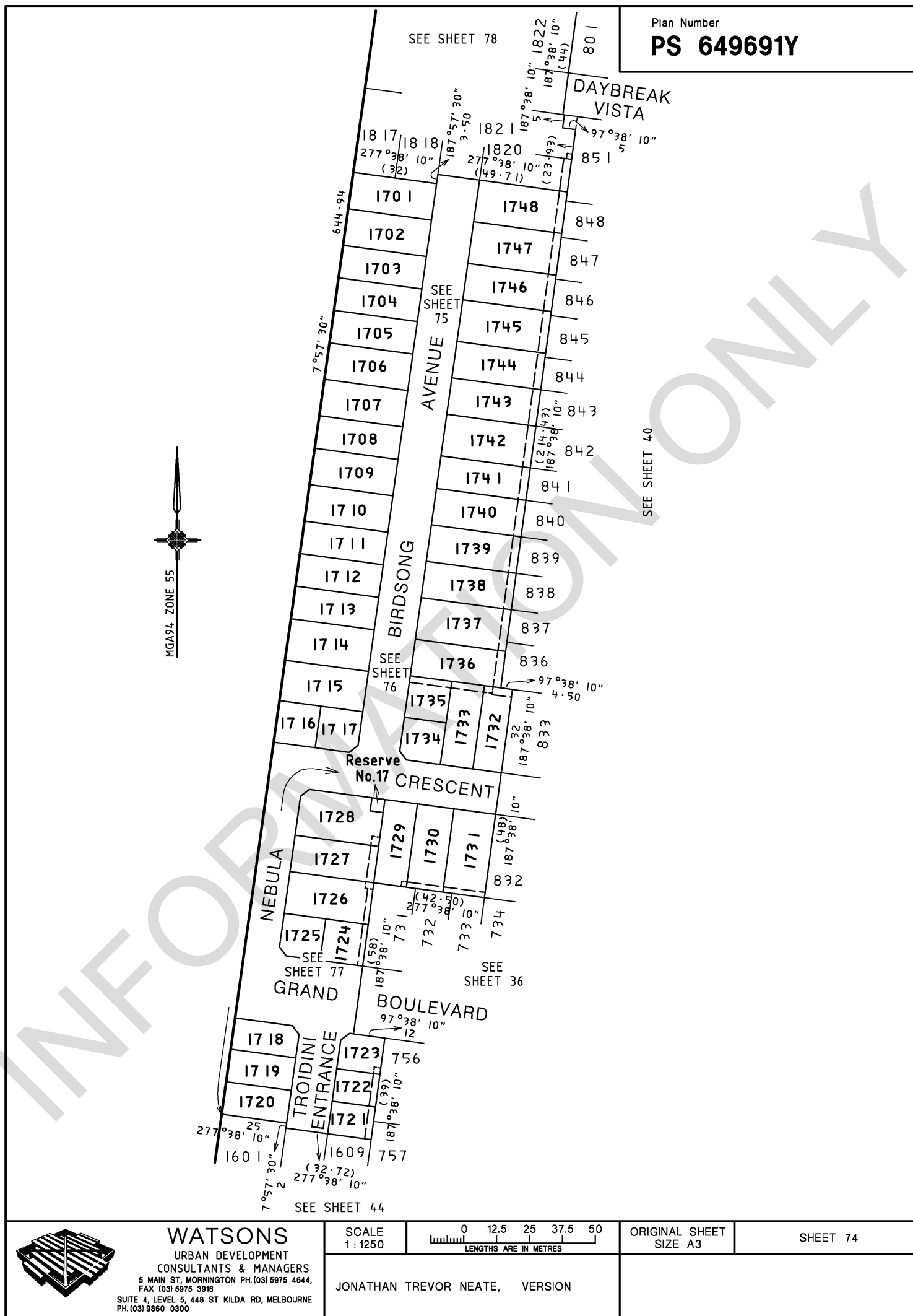
SCALE  
1:500



JONATHAN TREVOR NEATE, VERSION

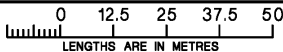
ORIGINAL SHEET  
SIZE A3

SHEET 73



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 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS  
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 FAX (03) 5975 3916  
 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
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SCALE  
 1:1250



JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
 SIZE A3

SHEET 74

Plan Number

**PS 649691Y**

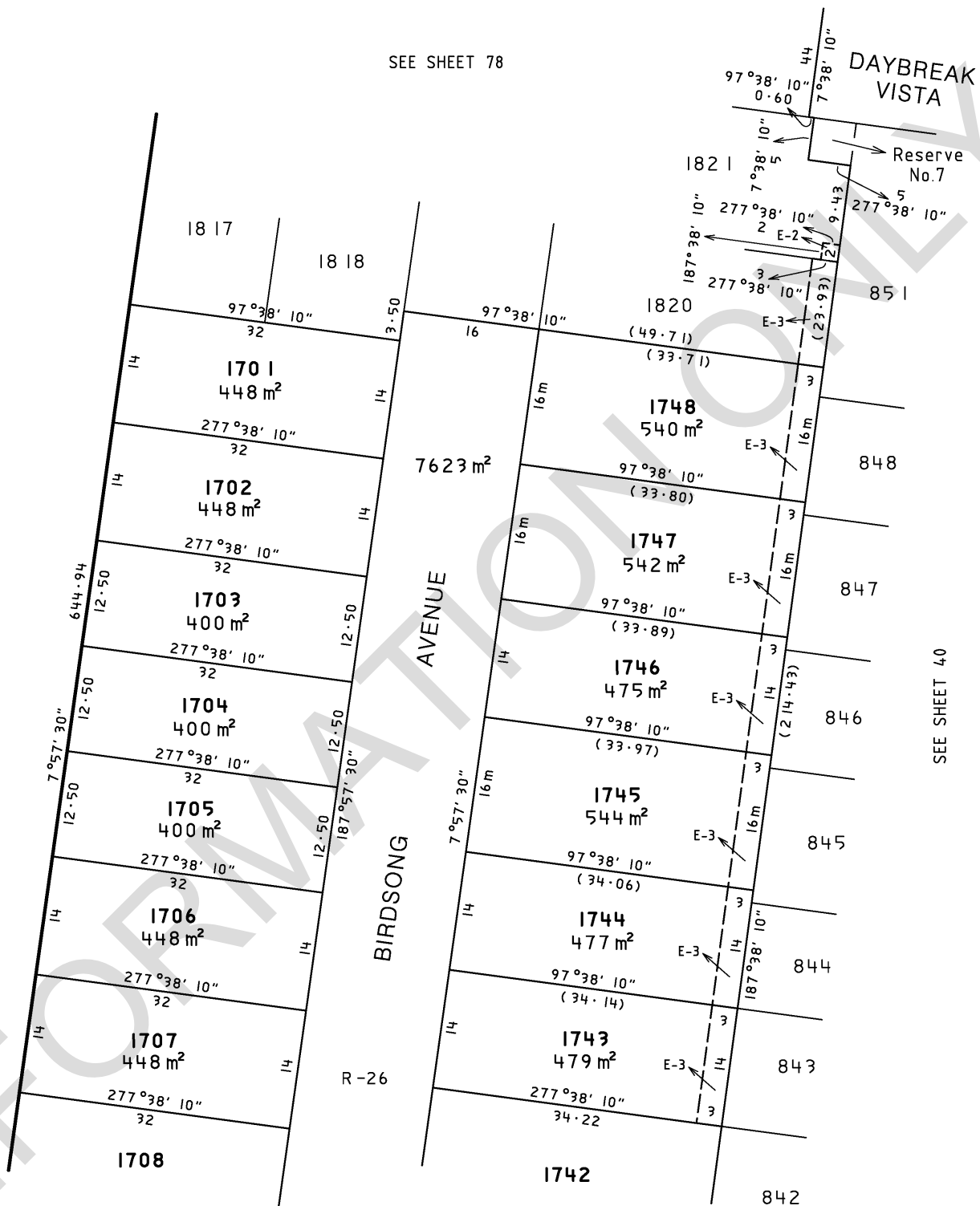
SEE SHEET 40

SEE SHEET 78

**DAYBREAK VISTA**



MGA94, ZONE 55



SEE SHEET 76

SEE SHEET 40

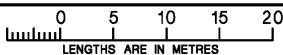


**WATSONS**

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FAX (03) 5975 3916  
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PH. (03) 9860 0300

SCALE  
1:500



JONATHAN TREVOR NEATE, VERSION

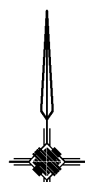
ORIGINAL SHEET  
SIZE A3

SHEET 75

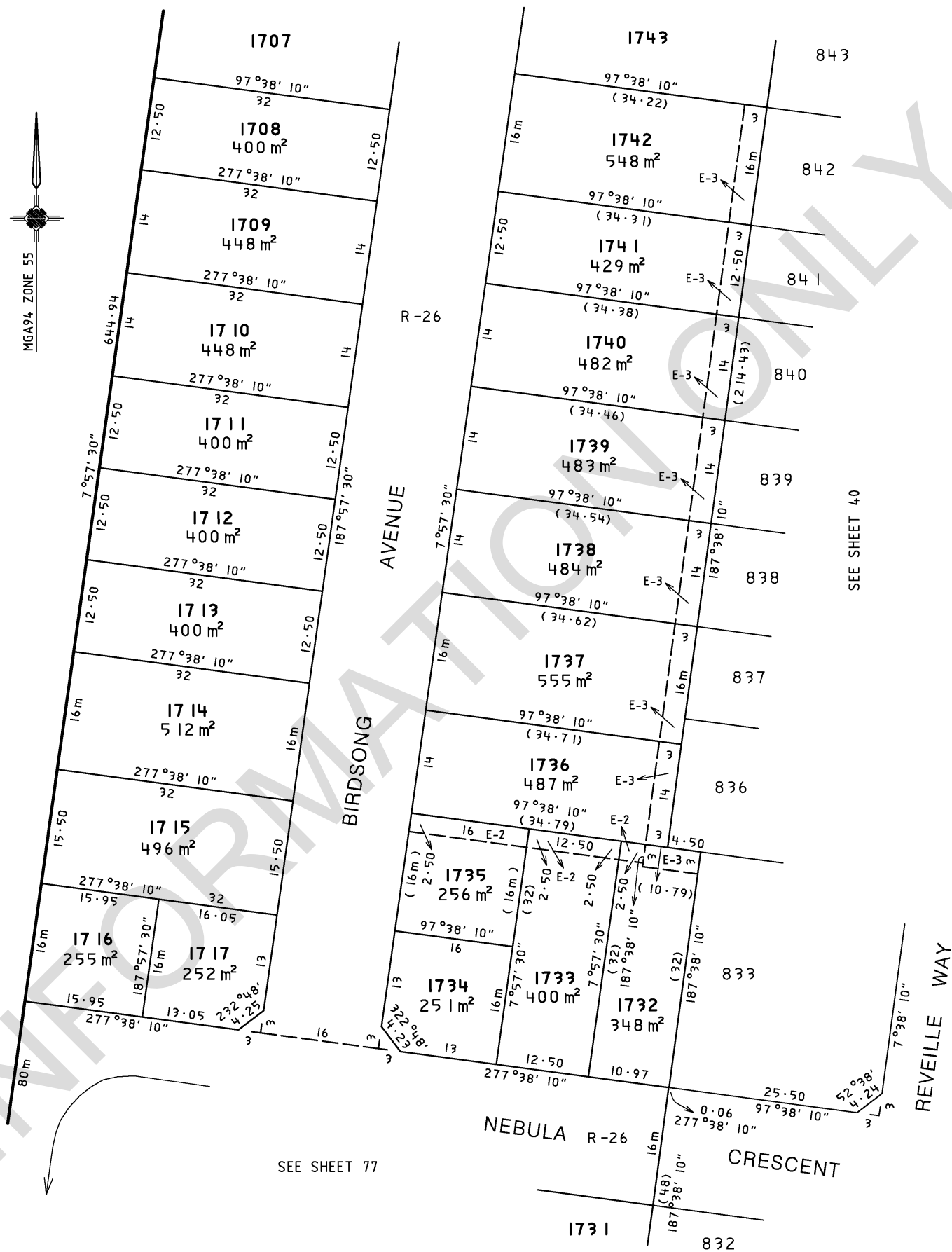
Plan Number

**PS 649691Y**

SEE SHEET 75



MGA94, ZONE 55

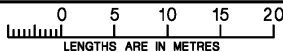


**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4844,  
FAX (03) 5975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

SCALE  
1:500



ORIGINAL SHEET  
SIZE A3

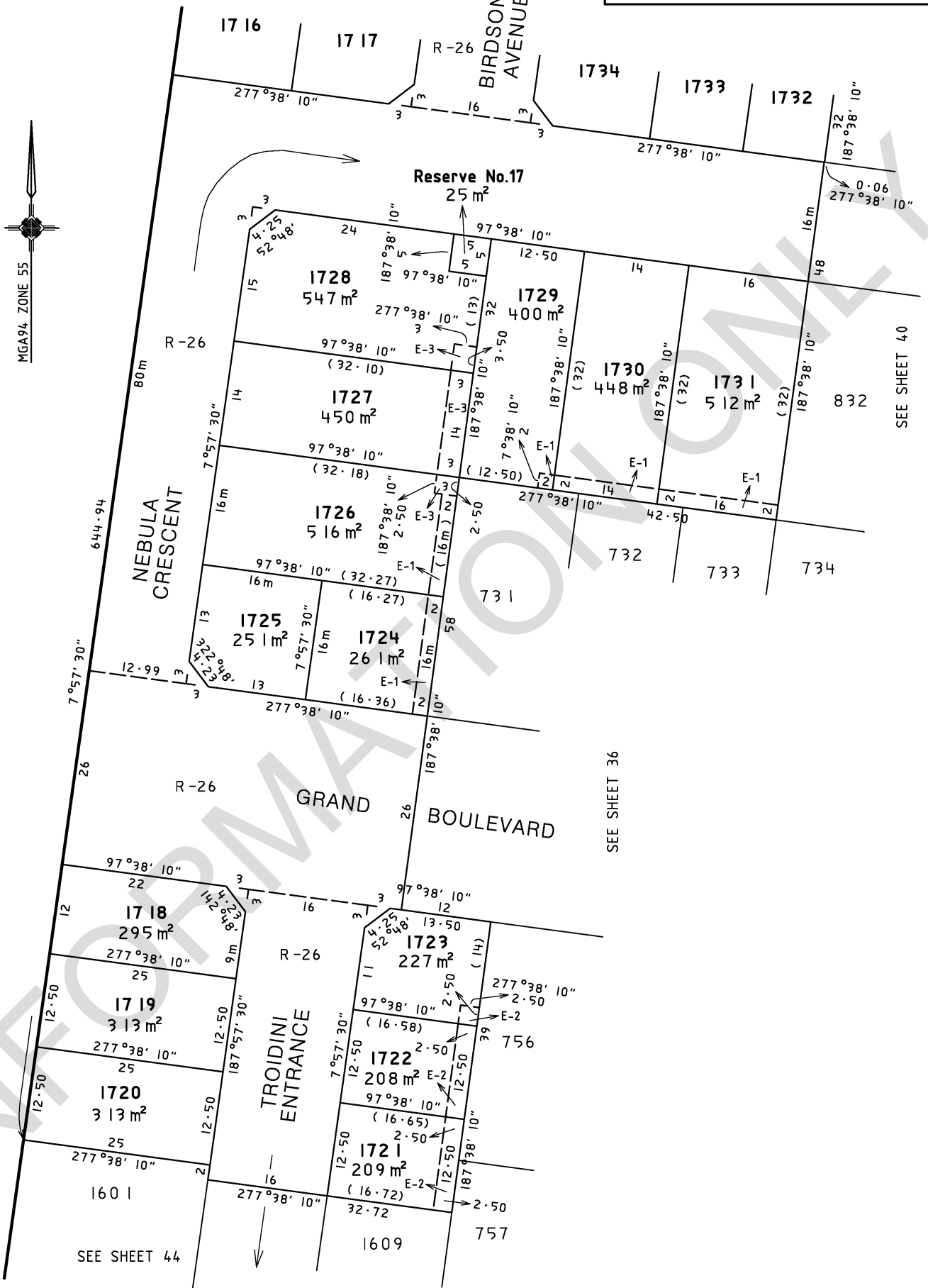
SHEET 76

JONATHAN TREVOR NEATE, VERSION

SEE SHEET 76

Plan Number

**PS 649691Y**

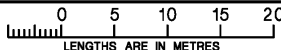


**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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FAX (03) 5975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH. (03) 9860 0300

SCALE  
1:500



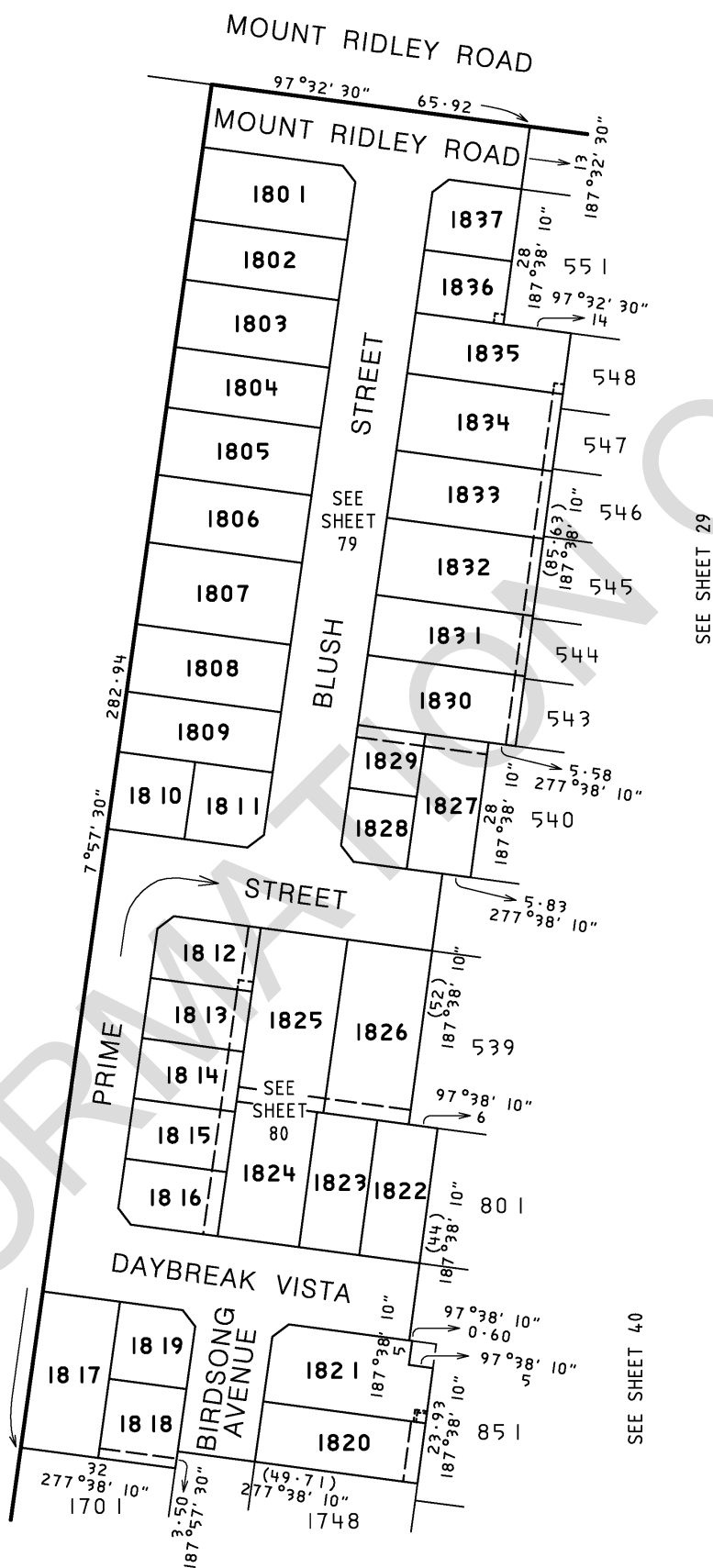
ORIGINAL SHEET  
SIZE A3

SHEET 77

JONATHAN TREVOR NEATE, VERSION

Plan Number

**PS 649691Y**

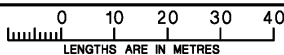


SEE SHEET 74



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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FAX (03) 6975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

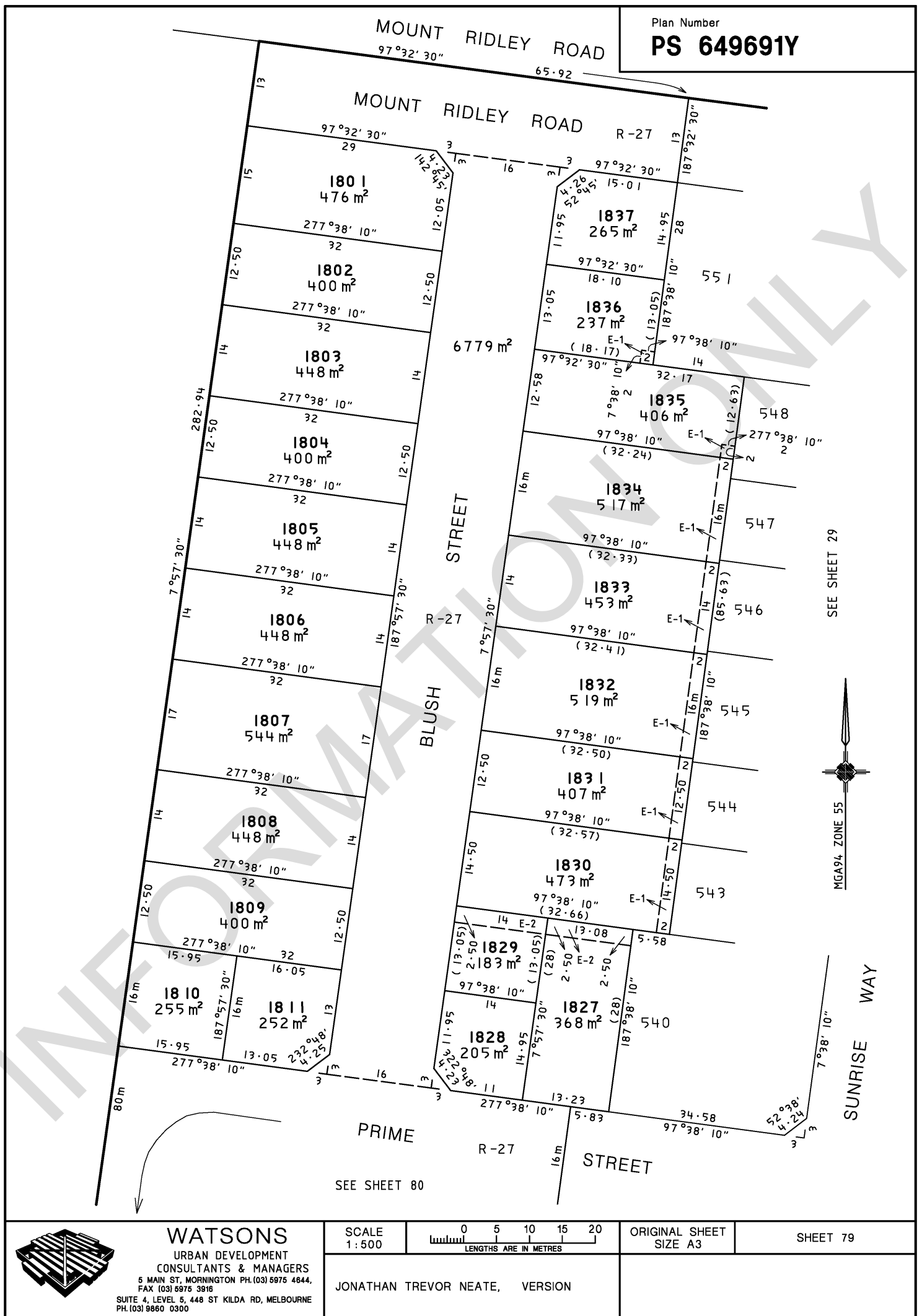
SCALE  
1:1000



JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

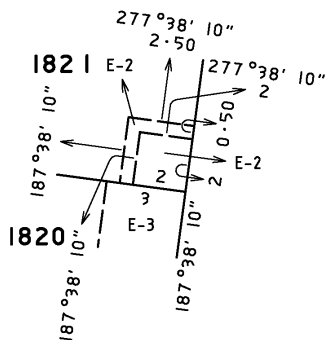
SHEET 78



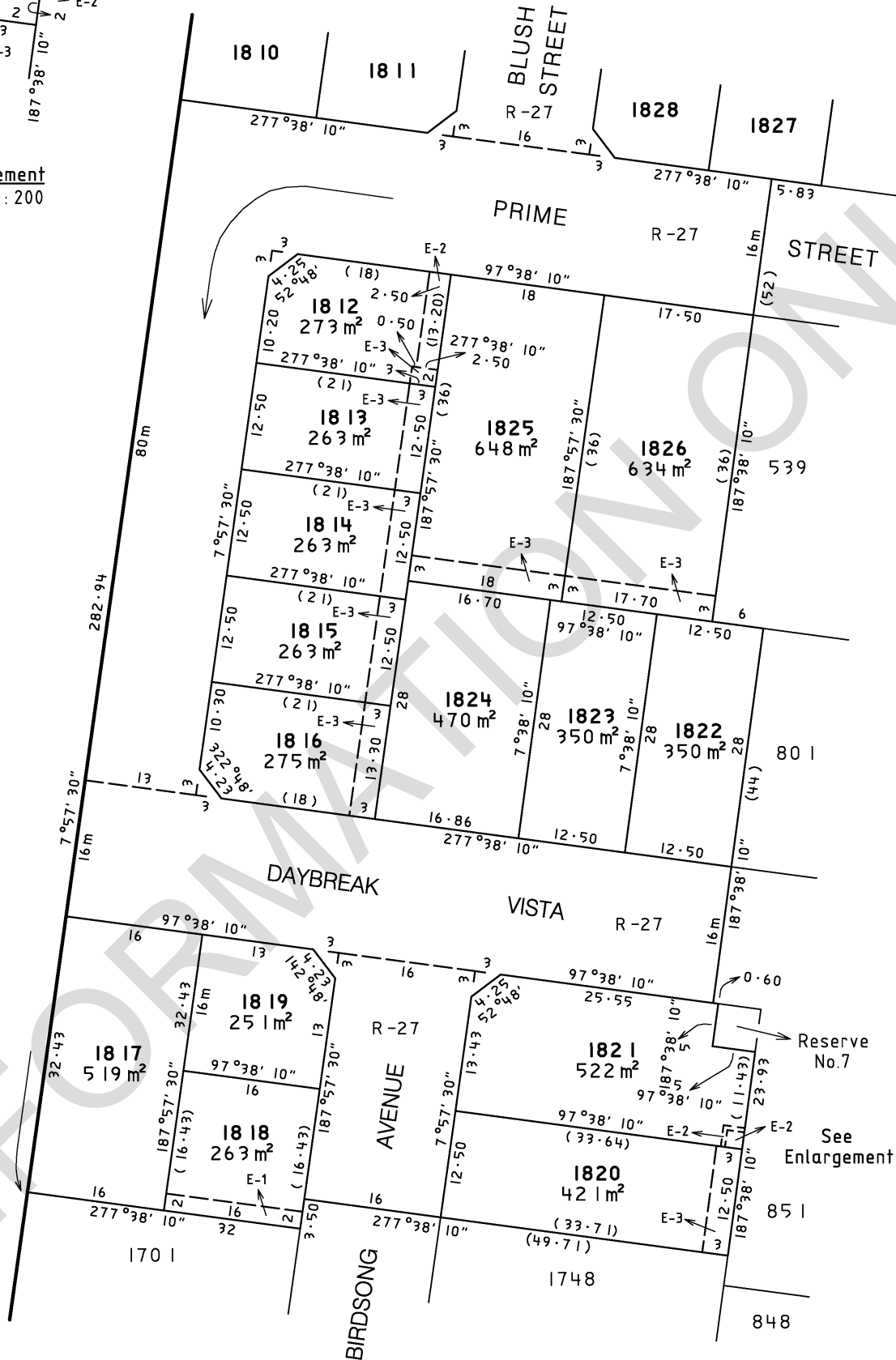
Plan Number

**PS 649691Y**

SEE SHEET 79



**Enlargement**  
Scale 1:200



SEE SHEET 40

SEE SHEET 74

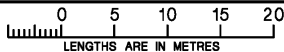


**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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FAX (03) 5975 3916  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH.(03) 9860 0300

SCALE  
1:500



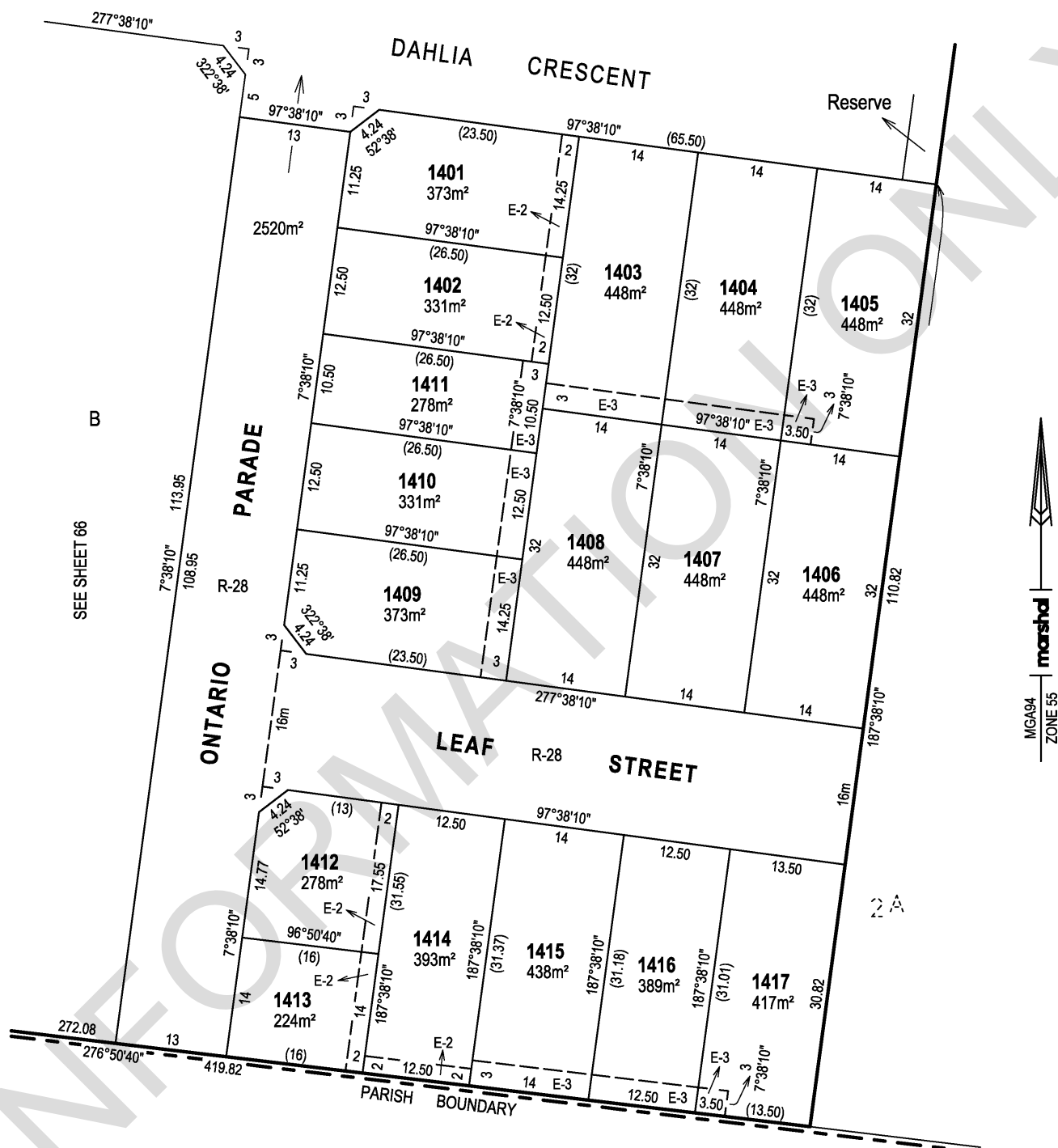
JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 80

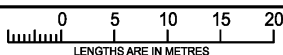


SEE SHEET 58



# marshal

**SCALE**  
**1 : 500**



ORIGINAL SHEET  
SIZE A3

SHEET 81

JONATHAN TREVOR NEATE,      VERSION

|  |                            |           |                                  |
|--|----------------------------|-----------|----------------------------------|
|  | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b> |
|--|----------------------------|-----------|----------------------------------|

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

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

Table of land burdened and land benefited

| Burdened Lot No.                                               | Benefiting Lots on This Plan                                   |
|----------------------------------------------------------------|----------------------------------------------------------------|
| 101 to 152 (B.I.)                                              | 101 to 152 (B.I.)                                              |
| 201 to 243 (B.I.)                                              | 201 to 243 (B.I.)                                              |
| 244 to 281 (B.I.)                                              | 244 to 281 (B.I.)                                              |
| 301 to 338 (B.I.)                                              | 301 to 338 (B.I.)                                              |
| 339 to 364 (B.I.)                                              | 339 to 364 (B.I.)                                              |
| 501 to 524 (B.I.)                                              | 501 to 524 (B.I.)                                              |
| 525 to 551 (B.I.)                                              | 525 to 551 (B.I.)                                              |
| 601 to 649 (B.I.)                                              | 601 to 649 (B.I.)                                              |
| 701 to 730 (B.I.)                                              | 701 to 730 (B.I.)                                              |
| 731 to 774 (B.I.)                                              | 731 to 774 (B.I.)                                              |
| 801 to 851 (B.I.)                                              | 801 to 851 (B.I.)                                              |
| 1601 to 1617 (B.I.), 1628 to 1649 (B.I.) & 1653 to 1658 (B.I.) | 1601 to 1617 (B.I.), 1628 to 1649 (B.I.) & 1653 to 1658 (B.I.) |
| 901 to 951 (B.I.)                                              | 901 to 951 (B.I.)                                              |
| 1001 to 1058 (B.I.)                                            | 1001 to 1058 (B.I.)                                            |
| 1201 to 1230 (B.I.)                                            | 1201 to 1230 (B.I.)                                            |
| 1231 to 1262 (B.I.)                                            | 1231 to 1262 (B.I.)                                            |
| 1101 to 1135 (B.I.)                                            | 1101 to 1135 (B.I.)                                            |
| 1136 to 1174 (B.I.)                                            | 1136 to 1174 (B.I.)                                            |
| 1301 to 1353 (B.I.)                                            | 1301 to 1353 (B.I.)                                            |
| 1618 to 1627 (B.I.), 1650 to 1652 (B.I.), 1659 & 1660          | 1618 to 1627 (B.I.), 1650 to 1652 (B.I.), 1659 & 1660          |
| 1701 to 1748 (B.I.)                                            | 1701 to 1748 (B.I.)                                            |
| 1801 to 1837 (B.I.)                                            | 1801 to 1837 (B.I.)                                            |

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his, her, their or its heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Build or cause to be built or allow to be built or allow to remain standing more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 1 January 2022 unless:
  - (A) copies of building plans, elevations, roof plan, site plan (incorporating set-back from all boundaries, building envelope, existing contours, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time); and
  - (B) the plans comply with the Design Guidelines, a copy of which can be obtained from the website at [www.trillium-mickleham.com.au](http://www.trillium-mickleham.com.au); and
  - (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;

SHEET 82



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
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PH.(03) 9697 8000, FAX (03) 9697 8099

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|  |                            |           |                                  |
|--|----------------------------|-----------|----------------------------------|
|  | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b> |
|--|----------------------------|-----------|----------------------------------|

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

The following restriction is to be created upon registration of this plan (continued from Sheet 82).

- (iii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house with a floor area of less than:
- (A) 160 square metres in the case of a lot having an area of 500 square metres or greater; or
  - (B) 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
  - (C) 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
  - (D) 75 square metres in the case of a lot having an area of less than 300 square metres.

For the purposes of calculating the floor area of a dwelling-house the area of the garages, terraces, pergolas or verandahs shall be excluded.

- (iv) Build or cause to be built or allow to be built or allow to remain any fencing:
- (A) Along a front street boundary; or
  - (B) Between the front street boundary and the building line; or
  - (C) Upon a side or rear boundary of a lot except a fence:
    - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 4 of the Building Regulations 2006 in relation to overlooking.

The foregoing restriction shall not apply during any period that the lot is being used as a display home.

- (v) Subdivide or cause to subdivide or allow to be subdivided the burdened lot.

SHEET 83



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
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ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION B

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

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 101              | 102                          |
| 102              | 101, 103                     |
| 103              | 102, 104                     |
| 104              | 103, 105                     |
| 105              | 104, 106                     |
| 106              | 105, 107, 126, 127           |
| 107              | 106, 108, 125, 126           |
| 108              | 107, 109, 124, 125           |
| 109              | 108, 110, 122, 123, 124      |
| 110              | 109, 111, 121, 122           |
| 111              | 110, 112, 120, 121           |
| 112              | 111, 119, 120                |
| 113              | 114                          |
| 114              | 113, 115                     |
| 115              | 114, 116                     |
| 116              | 115, 117                     |
| 117              | 116                          |
| 118              | 119, 120                     |
| 119              | 112, 118, 120                |
| 120              | 111, 112, 118, 119, 121      |
| 121              | 110, 111, 120, 122           |
| 122              | 109, 110, 121, 123           |
| 123              | 109, 122, 124                |
| 124              | 108, 109, 123, 125           |
| 125              | 107, 108, 124, 126           |
| 126              | 106, 107, 125, 127           |
| 127              | 106, 126                     |
| 128              | 129                          |
| 129              | 128, 130                     |
| 130              | 129, 131, 132                |
| 131              | 130, 132                     |
| 132              | 130, 131                     |
| 133              | 134                          |
| 134              | 133, 135                     |
| 135              | 134, 136                     |
| 136              | 135, 137                     |
| 137              | 136, 138                     |
| 138              | 137, 139                     |
| 139              | 138, 140                     |
| 140              | 139                          |
| 141              | 142, 143                     |
| 142              | 141, 143                     |
| 143              | 141, 142                     |
| 144              | 145                          |
| 145              | 144, 146                     |
| 146              | 145, 147                     |
| 147              | 146, 148                     |
| 148              | 147, 149                     |
| 149              | 148, 150                     |
| 150              | 149, 151                     |
| 151              | 150, 152                     |
| 152              | 151                          |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 201              | 202                          |
| 202              | 201, 203                     |
| 203              | 202, 204                     |
| 204              | 203, 205                     |
| 205              | 204, 206                     |
| 206              | 205, 207                     |
| 207              | 206, 208                     |
| 208              | 207, 209, 210                |
| 209              | 208, 210                     |
| 210              | 208, 209                     |
| 211              | 212                          |
| 212              | 211, 213                     |
| 213              | 212, 214                     |
| 214              | 213, 215                     |
| 215              | 214, 216                     |
| 216              | 215, 217                     |
| 217              | 216, 218                     |
| 218              | 217, 219                     |
| 219              | 218, 220                     |
| 220              | 219                          |
| 221              | 222, 236                     |
| 222              | 221, 223, 235                |
| 223              | 222, 224, 234                |
| 224              | 223, 225, 233                |
| 225              | 224, 226, 227, 228, 232      |
| 226              | 225, 227                     |
| 227              | 225, 226, 228                |
| 228              | 225, 227, 229, 232           |
| 229              | 228, 230, 231, 232           |
| 230              | 229, 231                     |
| 231              | 229, 230, 232                |
| 232              | 225, 228, 229, 231, 233      |
| 233              | 224, 232, 234                |
| 234              | 223, 233, 235                |
| 235              | 222, 234, 236                |
| 236              | 221, 235                     |
| 237              | 238                          |
| 238              | 237, 239                     |
| 239              | 238, 240                     |
| 240              | 239, 241                     |
| 241              | 240, 242                     |
| 242              | 241, 243                     |
| 243              | 242                          |
| 244              | 245                          |
| 245              | 244, 246                     |
| 246              | 245, 247, 248, 249           |
| 247              | 246, 248                     |
| 248              | 246, 247, 249                |
| 249              | 246, 248                     |
| 250              | 251, 252                     |
| 251              | 250, 252                     |
| 252              | 250, 251                     |

SHEET 84



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
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ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 84).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 253              | 254, 271, 272                |
| 254              | 253, 255, 269, 270           |
| 255              | 254, 256, 268, 269           |
| 256              | 255, 257, 267, 268           |
| 257              | 256, 258, 266, 267           |
| 258              | 257, 259, 264, 265, 266      |
| 259              | 258, 260, 262, 263           |
| 260              | 259, 261, 262                |
| 261              | 260, 262                     |
| 262              | 259, 260, 261, 263           |
| 263              | 259, 262, 264                |
| 264              | 258, 263, 265                |
| 265              | 258, 264, 266                |
| 266              | 257, 258, 265, 267           |
| 267              | 256, 257, 266, 268           |
| 268              | 255, 256, 267, 269           |
| 269              | 254, 255, 268, 270           |
| 270              | 254, 269, 271                |
| 271              | 253, 270, 272                |
| 272              | 253, 271                     |
| 273              | 274                          |
| 274              | 273, 275                     |
| 275              | 274, 276                     |
| 276              | 275, 277                     |
| 277              | 276, 278                     |
| 278              | 277, 279                     |
| 279              | 278, 280                     |
| 280              | 279, 281                     |
| 281              | 280                          |
| 301              | 302                          |
| 302              | 301                          |
| 303              | 304, 305, 306, 309           |
| 304              | 303, 305                     |
| 305              | 303, 304, 306                |
| 306              | 303, 305, 307, 309           |
| 307              | 306, 308, 309                |
| 308              | 307, 309                     |
| 309              | 303, 306, 307, 308           |
| 310              | 311                          |
| 311              | 310, 312                     |
| 312              | 311                          |
| 313              | 314, 323, 324                |
| 314              | 313, 315, 322, 323           |
| 315              | 314, 316, 317, 318, 321, 322 |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 316              | 315, 317                     |
| 317              | 315, 316, 318                |
| 318              | 315, 317, 319, 320, 321      |
| 319              | 318, 320                     |
| 320              | 318, 319, 321                |
| 321              | 315, 318, 320, 322           |
| 322              | 314, 315, 321, 323           |
| 323              | 313, 314, 322, 324           |
| 324              | 313, 323                     |
| 325              | 326, 335, 336                |
| 326              | 325, 327, 334, 335           |
| 327              | 326, 328, 329, 330, 333, 334 |
| 328              | 327, 329                     |
| 329              | 327, 328, 330                |
| 330              | 327, 329, 331, 332, 333      |
| 331              | 330, 332                     |
| 332              | 330, 331, 333                |
| 333              | 327, 330, 332, 334           |
| 334              | 326, 327, 333, 335           |
| 335              | 325, 326, 334, 336           |
| 336              | 325, 335                     |
| 337              | 338                          |
| 338              | 337                          |
| 339              | 340                          |
| 340              | 339                          |
| 341              | 342                          |
| 342              | 341, 343                     |
| 343              | 342, 344, 345                |
| 344              | 343, 345                     |
| 345              | 343, 344                     |
| 346              | 347                          |
| 347              | 346, 348                     |
| 348              | 347, 349                     |
| 349              | 348, 350                     |
| 350              | 349, 351                     |
| 351              | 350, 352                     |
| 352              | 351, 353                     |
| 353              | 352                          |
| 354              | 355, 356                     |
| 355              | 354, 356                     |
| 356              | 354, 355, 357                |
| 357              | 356, 358, 359                |
| 358              | 357, 359                     |

SHEET 85

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
 THE MELBURNIAN, SUITE 2, 260 ST. KILDA RD, SOUTHBANK  
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ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 85).  
 Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 359              | 357, 358                     |
| 360              | 361                          |
| 361              | 360, 362                     |
| 362              | 361, 363, 364                |
| 363              | 362, 364                     |
| 364              | 362, 363                     |
| 501              | 502                          |
| 502              | 501, 503                     |
| 503              | 502, 504                     |
| 504              | 503, 505                     |
| 505              | 504, 506                     |
| 506              | 505                          |
| 507              | 508, 518, 519                |
| 508              | 507, 509, 516, 517, 518      |
| 509              | 508, 510, 515, 516           |
| 510              | 509, 511, 513, 514, 515      |
| 511              | 510, 512, 513                |
| 512              | 511, 513                     |
| 513              | 510, 511, 512, 514           |
| 514              | 510, 513, 515                |
| 515              | 509, 510, 514, 516           |
| 516              | 508, 509, 515, 517           |
| 517              | 508, 516, 518                |
| 518              | 507, 508, 517, 519           |
| 519              | 507, 518                     |
| 520              | 521                          |
| 521              | 520, 522                     |
| 522              | 521, 523                     |
| 523              | 522, 524                     |
| 524              | 523                          |
| 701              | 702                          |
| 702              | 701, 703                     |
| 703              | 702, 704                     |
| 704              | 703, 705                     |
| 705              | 704, 706                     |
| 706              | 705, 707                     |
| 707              | 706                          |
| 708              | 709, 721, 722                |
| 709              | 708, 710, 720, 721           |
| 710              | 709, 711, 719, 720           |
| 711              | 710, 712, 717, 718, 719      |
| 712              | 711, 713, 716, 717           |
| 713              | 712, 715, 716                |
| 714              | 715                          |
| 715              | 713, 714, 716                |
| 716              | 712, 713, 715, 717           |
| 717              | 711, 712, 716, 718           |
| 718              | 711, 717, 719                |
| 719              | 710, 711, 718, 720           |
| 720              | 709, 710, 719, 721           |
| 721              | 708, 709, 720, 722           |
| 722              | 708, 721                     |
| 723              | 724, 725                     |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 724              | 723, 725                     |
| 725              | 723, 724, 726                |
| 726              | 725, 727                     |
| 727              | 726                          |
| 728              | 729, 730                     |
| 729              | 728, 730                     |
| 730              | 728, 729                     |
| 525              | 526                          |
| 526              | 525, 527                     |
| 527              | 526, 528, 529                |
| 528              | 527, 529                     |
| 529              | 527, 528                     |
| 530              | 531                          |
| 531              | 530, 532                     |
| 532              | 531, 533, 534                |
| 533              | 532, 534                     |
| 534              | 532, 533                     |
| 535              | 536                          |
| 536              | 535, 537                     |
| 537              | 536, 538                     |
| 538              | 537, 539                     |
| 539              | 538                          |
| 540              | 541, 543                     |
| 541              | 540, 542, 543                |
| 542              | 541, 543                     |
| 543              | 540, 541, 542, 544           |
| 544              | 543, 545                     |
| 545              | 544, 546                     |
| 546              | 545, 547                     |
| 547              | 546, 548                     |
| 548              | 547, 549, 550                |
| 549              | 548, 550                     |
| 550              | 548, 549, 551                |
| 551              | 550                          |
| 601              | 602                          |
| 602              | 601, 603                     |
| 603              | 602, 604                     |
| 604              | 603, 605                     |
| 605              | 604, 606                     |
| 606              | 605                          |
| 607              | 608                          |
| 608              | 607, 609                     |
| 609              | 608, 610                     |
| 610              | 609, 611                     |
| 611              | 610, 612                     |
| 612              | 611, 613                     |
| 613              | 612, 614                     |
| 614              | 613, 615                     |
| 615              | 614, 616                     |
| 616              | 615, 617                     |
| 617              | 616, 618                     |
| 618              | 617, 619                     |
| 619              | 618, 620                     |

SHEET 86

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
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ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 86).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 620              | 619, 621                     |
| 621              | 620, 622, 623, 624           |
| 622              | 621, 623                     |
| 623              | 621, 622, 624                |
| 624              | 621, 623                     |
| 625              | 626                          |
| 626              | 625, 627                     |
| 627              | 626, 628                     |
| 628              | 627, 629                     |
| 629              | 628, 630                     |
| 630              | 629                          |
| 631              | 632, 633                     |
| 632              | 631, 633                     |
| 633              | 631, 632, 634                |
| 634              | 633, 635                     |
| 635              | 634, 636                     |
| 636              | 635, 637                     |
| 637              | 636, 638                     |
| 638              | 637, 639                     |
| 639              | 638, 640                     |
| 640              | 639, 641                     |
| 641              | 640, 642                     |
| 642              | 641, 643                     |
| 643              | 642, 644                     |
| 644              | 643, 645                     |
| 645              | 644, 646                     |
| 646              | 645, 647, 649                |
| 647              | 646, 648, 649                |
| 648              | 647, 649                     |
| 649              | 646, 647, 648                |
| 731              | 732                          |
| 732              | 731, 733                     |
| 733              | 732, 734                     |
| 734              | 733, 735                     |
| 735              | 734, 736                     |
| 736              | 735, 737                     |
| 737              | 736, 738                     |
| 738              | 737, 739                     |
| 739              | 738, 740                     |
| 740              | 739, 741                     |
| 741              | 740, 742                     |
| 742              | 741, 743                     |
| 743              | 742, 744                     |
| 744              | 743, 745                     |
| 745              | 744                          |
| 746              | 747                          |
| 747              | 746, 748                     |
| 748              | 747, 749                     |
| 749              | 748, 750                     |
| 750              | 749, 751                     |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 751              | 750, 752                     |
| 752              | 751, 753, 762                |
| 753              | 752, 754, 761, 762           |
| 754              | 753, 755, 759, 760           |
| 755              | 754, 756, 758, 759           |
| 756              | 755, 757, 758                |
| 757              | 756, 758                     |
| 758              | 755, 756, 757, 759           |
| 759              | 754, 755, 758, 760           |
| 760              | 754, 759, 761                |
| 761              | 753, 760, 762                |
| 762              | 752, 753, 761                |
| 763              | 764, 772                     |
| 764              | 763, 765, 771, 772           |
| 765              | 764, 766, 770, 771           |
| 766              | 765, 767, 769, 770           |
| 767              | 766, 768                     |
| 768              | 767, 769                     |
| 769              | 766, 768, 770                |
| 770              | 765, 766, 769, 771           |
| 771              | 764, 765, 770, 772           |
| 772              | 763, 764, 771                |
| 773              | 774                          |
| 774              | 773                          |
| 801              | 802                          |
| 802              | 801, 803                     |
| 803              | 802, 804                     |
| 804              | 803, 805                     |
| 805              | 804, 806                     |
| 806              | 805, 807                     |
| 807              | 806                          |
| 808              | 809, 810                     |
| 809              | 808, 810                     |
| 810              | 808, 809, 811                |
| 811              | 810, 812                     |
| 812              | 811, 813                     |
| 813              | 812, 814                     |
| 814              | 813, 815                     |
| 815              | 814, 816                     |
| 816              | 815, 817                     |
| 817              | 816, 818                     |
| 818              | 817, 819                     |
| 819              | 818, 820                     |
| 820              | 819, 821                     |
| 821              | 820, 822                     |
| 822              | 821, 823                     |
| 823              | 822, 824, 825, 826           |
| 824              | 823, 825                     |
| 825              | 823, 824, 826                |
| 826              | 823, 825                     |

SHEET 87

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
 PH.(03) 9697 8000, FAX (03) 9697 8099

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ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 87).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 827              | 828                          |
| 828              | 827, 829                     |
| 829              | 828, 830                     |
| 830              | 829, 831                     |
| 831              | 830, 832                     |
| 832              | 831                          |
| 833              | 834, 835, 836                |
| 834              | 833, 835                     |
| 835              | 833, 834, 836                |
| 836              | 833, 835, 837                |
| 837              | 836, 838                     |
| 838              | 837, 839                     |
| 839              | 838, 840                     |
| 840              | 839, 841                     |
| 841              | 840, 842                     |
| 842              | 841, 843                     |
| 843              | 842, 844                     |
| 844              | 843, 845                     |
| 845              | 844, 846                     |
| 846              | 845, 847                     |
| 847              | 846, 848                     |
| 848              | 847, 849, 851                |
| 849              | 848, 850, 851                |
| 850              | 849, 851                     |
| 851              | 848, 849, 850                |
| 1601             | 1602                         |
| 1602             | 1601, 1603                   |
| 1603             | 1602, 1604                   |
| 1604             | 1603, 1605                   |
| 1605             | 1604, 1606                   |
| 1606             | 1605, 1607                   |
| 1607             | 1606, 1608                   |
| 1608             | 1607                         |
| 1609             | 1601, 1610                   |
| 1610             | 1611                         |
| 1611             | 1610, 1612                   |
| 1612             | 1611, 1613                   |
| 1613             | 1612                         |
| 1614             | 1615, 1616                   |
| 1615             | 1614, 1616, 1638             |
| 1616             | 1614, 1615, 1617, 1638       |
| 1617             | 1616                         |
| 1628             | 1629                         |
| 1629             | 1628, 1630, 1631             |
| 1630             | 1629, 1631                   |
| 1631             | 1629, 1630, 1632             |
| 1632             | 1631, 1633                   |
| 1633             | 1632, 1634                   |
| 1634             | 1633, 1635                   |
| 1635             | 1634, 1636                   |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1636             | 1635, 1637                   |
| 1637             | 1636, 1638                   |
| 1638             | 1615, 1616, 1637             |
| 1639             | 1640                         |
| 1640             | 1639, 1641                   |
| 1641             | 1640, 1642                   |
| 1642             | 1641, 1643                   |
| 1643             | 1642, 1644                   |
| 1644             | 1643, 1645                   |
| 1645             | 1644, 1646                   |
| 1646             | 1645, 1647                   |
| 1647             | 1646, 1648, 1649             |
| 1648             | 1647, 1649                   |
| 1649             | 1647, 1648                   |
| 1653             | 1654                         |
| 1654             | 1653, 1655                   |
| 1655             | 1654, 1656                   |
| 1656             | 1655, 1657                   |
| 1657             | 1656, 1658                   |
| 1658             | 1657                         |
| 901              | 902                          |
| 902              | 901, 903                     |
| 903              | 902, 904                     |
| 904              | 903, 905                     |
| 905              | 904, 906                     |
| 906              | 905, 907                     |
| 907              | 906, 908                     |
| 908              | 907, 909                     |
| 909              | 908, 910                     |
| 910              | 909, 911                     |
| 911              | 910, 912                     |
| 912              | 911                          |
| 913              | 914, 939                     |
| 914              | 913, 915, 938                |
| 915              | 914, 916, 937, 938           |
| 916              | 915, 917, 937                |
| 917              | 916, 918, 936, 937           |
| 918              | 917, 919, 935, 936           |
| 919              | 918, 920, 934, 935           |
| 920              | 919, 921, 933, 934           |
| 921              | 920, 922, 933                |
| 922              | 921, 923, 932, 933           |
| 923              | 922, 924, 931, 932           |
| 924              | 923, 925, 930, 931           |
| 925              | 924, 926, 929, 930           |
| 926              | 925, 927, 929                |
| 927              | 926, 928                     |
| 928              | 927, 929                     |
| 929              | 925, 926, 928, 930           |
| 930              | 924, 925, 929, 931           |

SHEET 88



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK  
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**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 88).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 931              | 923, 924, 930, 932           |
| 932              | 922, 923, 931, 933           |
| 933              | 920, 921, 922, 932, 934      |
| 934              | 919, 920, 933, 935           |
| 935              | 918, 919, 934, 936           |
| 936              | 917, 918, 935, 937           |
| 937              | 915, 916, 917, 936, 938      |
| 938              | 914, 915, 937, 939           |
| 939              | 913, 938                     |
| 940              | 941                          |
| 941              | 940, 942                     |
| 942              | 941, 943                     |
| 943              | 942, 944                     |
| 944              | 943, 945                     |
| 945              | 944, 946                     |
| 946              | 945, 947                     |
| 947              | 946, 948                     |
| 948              | 947, 949                     |
| 949              | 948, 950                     |
| 950              | 949, 951                     |
| 951              | 950                          |
| 1001             | 1002                         |
| 1002             | 1001, 1003                   |
| 1003             | 1002, 1004                   |
| 1004             | 1003, 1005                   |
| 1005             | 1004, 1006                   |
| 1006             | 1005, 1007                   |
| 1007             | 1006, 1008                   |
| 1008             | 1007, 1009                   |
| 1009             | 1008, 1010, 1011             |
| 1010             | 1009, 1011                   |
| 1011             | 1009, 1010                   |
| 1012             | 1013                         |
| 1013             | 1012, 1014                   |
| 1014             | 1013, 1015                   |
| 1015             | 1014, 1016                   |
| 1016             | 1015, 1017                   |
| 1017             | 1016, 1018, 1019             |
| 1018             | 1017, 1019                   |
| 1019             | 1017, 1018                   |
| 1020             | 1021                         |
| 1021             | 1020, 1022                   |
| 1022             | 1021, 1023                   |
| 1023             | 1022, 1024                   |
| 1024             | 1023, 1025                   |
| 1025             | 1024, 1026                   |
| 1026             | 1025, 1027                   |
| 1027             | 1026, 1028                   |
| 1028             | 1027, 1029                   |
| 1029             | 1028, 1030                   |
| 1030             | 1029, 1031                   |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1031             | 1030, 1032                   |
| 1032             | 1031, 1033                   |
| 1033             | 1032, 1034                   |
| 1034             | 1033                         |
| 1035             | 1036, 1058                   |
| 1036             | 1035, 1037, 1056, 1057       |
| 1037             | 1036, 1038, 1055, 1056       |
| 1038             | 1037, 1039, 1054, 1055       |
| 1039             | 1038, 1040, 1053, 1054       |
| 1040             | 1039, 1041, 1053             |
| 1041             | 1040, 1042, 1052             |
| 1042             | 1041, 1043, 1051, 1052       |
| 1043             | 1042, 1044, 1050             |
| 1044             | 1043, 1045, 1046, 1049       |
| 1045             | 1044, 1046                   |
| 1046             | 1044, 1045, 1047             |
| 1047             | 1046, 1048, 1049             |
| 1048             | 1047, 1049                   |
| 1049             | 1044, 1047, 1048, 1050       |
| 1050             | 1043, 1049, 1051             |
| 1051             | 1042, 1050, 1052             |
| 1052             | 1041, 1042, 1051, 1053       |
| 1053             | 1039, 1040, 1052, 1054       |
| 1054             | 1038, 1039, 1053, 1055       |
| 1055             | 1037, 1038, 1054, 1056       |
| 1056             | 1036, 1037, 1055, 1057       |
| 1057             | 1036, 1056, 1058             |
| 1058             | 1035, 1057                   |
| 1201             | 1202                         |
| 1202             | 1201                         |
| 1203             | 1204                         |
| 1204             | 1203, 1205                   |
| 1205             | 1204, 1206                   |
| 1206             | 1205                         |
| 1207             | 1208                         |
| 1208             | 1207                         |
| 1209             | 1210, 1214                   |
| 1210             | 1209, 1214                   |
| 1211             | 1212                         |
| 1212             | 1211, 1213                   |
| 1213             | 1212                         |
| 1214             | 1209, 1210, 1215             |
| 1215             | 1214, 1216                   |
| 1216             | 1215, 1217                   |
| 1217             | 1216, 1218                   |
| 1218             | 1217, 1219                   |
| 1219             | 1218                         |
| 1220             | 1221, 1223                   |
| 1221             | 1220, 1222, 1223             |

SHEET 89

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 89).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan       |
|------------------|------------------------------------|
| 1222             | 1221, 1223                         |
| 1223             | 1220, 1221, 1222                   |
| 1224             | 1225                               |
| 1225             | 1224, 1226                         |
| 1226             | 1225                               |
| 1227             | 1228, 1229, 1230                   |
| 1228             | 1227, 1229                         |
| 1229             | 1227, 1228, 1230                   |
| 1230             | 1227, 1229                         |
| 1231             | 1232                               |
| 1232             | 1231, 1233                         |
| 1233             | 1232, 1234                         |
| 1234             | 1233, 1235                         |
| 1235             | 1234, 1236                         |
| 1236             | 1235, 1237                         |
| 1237             | 1236, 1238                         |
| 1238             | 1237, 1239                         |
| 1239             | 1238, 1240                         |
| 1240             | 1239, 1241                         |
| 1241             | 1240                               |
| 1242             | 1243, 1244                         |
| 1243             | 1242, 1244, 1254, 1255             |
| 1244             | 1242, 1243, 1245, 1254             |
| 1245             | 1244, 1246, 1253, 1254             |
| 1246             | 1245, 1247, 1252, 1253             |
| 1247             | 1246, 1248, 1251, 1252             |
| 1248             | 1247, 1249, 1250, 1251             |
| 1249             | 1248, 1250                         |
| 1250             | 1248, 1249, 1251                   |
| 1251             | 1247, 1248, 1250, 1252             |
| 1252             | 1246, 1247, 1251, 1253             |
| 1253             | 1245, 1246, 1252, 1254             |
| 1254             | 1243, 1244, 1245, 1253, 1255, 1256 |
| 1255             | 1243, 1254, 1256                   |
| 1256             | 1254, 1255                         |
| 1257             | 1258, 1259, 1260                   |
| 1258             | 1257, 1259                         |
| 1259             | 1257, 1258, 1260                   |
| 1260             | 1257, 1259                         |
| 1261             | 1262                               |
| 1262             | 1261                               |
| 1101             | 1102                               |
| 1102             | 1101, 1103                         |
| 1103             | 1102, 1104                         |
| 1104             | 1103, 1105                         |
| 1105             | 1104, 1106                         |
| 1106             | 1105, 1107                         |
| 1107             | 1106, 1108                         |
| 1108             | 1107, 1109                         |
| 1109             | 1108, 1110                         |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1110             | 1109, 1111                   |
| 1111             | 1110, 1112, 1113             |
| 1112             | 1111, 1113                   |
| 1113             | 1111, 1112                   |
| 1114             | 1115                         |
| 1115             | 1114                         |
| 1116             | 1117                         |
| 1117             | 1116, 1118                   |
| 1118             | 1117, 1119                   |
| 1119             | 1118, 1120                   |
| 1120             | 1119, 1121                   |
| 1121             | 1120, 1122                   |
| 1122             | 1121, 1123                   |
| 1123             | 1122, 1124                   |
| 1124             | 1123, 1125                   |
| 1125             | 1124, 1126                   |
| 1126             | 1125, 1127                   |
| 1127             | 1126, 1128                   |
| 1128             | 1127, 1129, 1130, 1131       |
| 1129             | 1128, 1130                   |
| 1130             | 1128, 1129, 1131             |
| 1131             | 1128, 1130                   |
| 1132             | 1133                         |
| 1133             | 1132, 1134                   |
| 1134             | 1133, 1135                   |
| 1135             | 1134                         |
| 1136             | 1137                         |
| 1137             | 1136, 1138                   |
| 1138             | 1137, 1139                   |
| 1139             | 1138, 1140                   |
| 1140             | 1139, 1141                   |
| 1141             | 1140, 1142                   |
| 1142             | 1141, 1143                   |
| 1143             | 1142, 1144                   |
| 1144             | 1143, 1145                   |
| 1145             | 1144, 1146                   |
| 1146             | 1145, 1147                   |
| 1147             | 1146, 1148                   |
| 1148             | 1147, 1149                   |
| 1149             | 1148, 1150                   |
| 1150             | 1149, 1151                   |
| 1151             | 1150, 1152                   |
| 1152             | 1151                         |
| 1153             | 1154                         |
| 1154             | 1153, 1155                   |
| 1155             | 1154, 1156                   |
| 1156             | 1155, 1157                   |
| 1157             | 1156, 1158                   |
| 1158             | 1157, 1159                   |
| 1159             | 1158, 1160                   |

SHEET 90

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 649691Y**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 90).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1160             | 1159, 1161                   |
| 1161             | 1160, 1162                   |
| 1162             | 1161, 1163                   |
| 1163             | 1162, 1164                   |
| 1164             | 1163, 1165                   |
| 1165             | 1164, 1166                   |
| 1166             | 1165, 1167                   |
| 1167             | 1166, 1168                   |
| 1168             | 1167, 1169                   |
| 1169             | 1168                         |
| 1170             | 1171                         |
| 1171             | 1170, 1172                   |
| 1172             | 1171, 1173                   |
| 1173             | 1172, 1174                   |
| 1174             | 1173                         |
| 1301             | 1302                         |
| 1302             | 1301, 1303                   |
| 1303             | 1302, 1304                   |
| 1304             | 1303, 1305                   |
| 1305             | 1304, 1306                   |
| 1306             | 1305, 1307                   |
| 1307             | 1306, 1308                   |
| 1308             | 1307, 1309                   |
| 1309             | 1308, 1310                   |
| 1310             | 1309                         |
| 1311             | 1312, 1337, 1338             |
| 1312             | 1311, 1313, 1336, 1337       |
| 1313             | 1312, 1314, 1335, 1336       |
| 1314             | 1313, 1315, 1333, 1334, 1335 |
| 1315             | 1314, 1316, 1332, 1333       |
| 1316             | 1315, 1317, 1331, 1332       |
| 1317             | 1316, 1318, 1329, 1330, 1331 |
| 1318             | 1317, 1319, 1328, 1329       |
| 1319             | 1318, 1320, 1327, 1328       |
| 1320             | 1319, 1321, 1326, 1327       |
| 1321             | 1320, 1322, 1324, 1325, 1326 |
| 1322             | 1321, 1323, 1324             |
| 1323             | 1322, 1324                   |
| 1324             | 1321, 1322, 1323, 1325       |
| 1325             | 1321, 1324, 1326             |
| 1326             | 1320, 1321, 1325, 1327       |
| 1327             | 1319, 1320, 1326, 1328       |
| 1328             | 1318, 1319, 1327, 1329       |
| 1329             | 1317, 1318, 1328, 1330       |
| 1330             | 1317, 1329, 1331             |
| 1331             | 1316, 1317, 1330, 1332       |
| 1332             | 1315, 1316, 1331, 1333       |
| 1333             | 1314, 1315, 1332, 1334       |
| 1334             | 1314, 1333, 1335             |
| 1335             | 1313, 1314, 1334, 1336       |

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1336             | 1312, 1313, 1335, 1337       |
| 1337             | 1311, 1312, 1336, 1338       |
| 1338             | 1311, 1337                   |
| 1339             | 1340                         |
| 1340             | 1339, 1341                   |
| 1341             | 1340, 1342                   |
| 1342             | 1341, 1343                   |
| 1343             | 1342, 1344                   |
| 1344             | 1343, 1345                   |
| 1345             | 1344, 1346                   |
| 1346             | 1345, 1347                   |
| 1347             | 1346, 1348                   |
| 1348             | 1347, 1349                   |
| 1349             | 1348, 1350                   |
| 1350             | 1349, 1351                   |
| 1351             | 1350, 1352                   |
| 1352             | 1351, 1353                   |
| 1353             | 1352                         |
| 1618             | 1619                         |
| 1619             | 1618, 1620                   |
| 1620             | 1619, 1621                   |
| 1621             | 1620, 1622                   |
| 1622             | 1621, 1623                   |
| 1623             | 1622, 1624                   |
| 1624             | 1623, 1625                   |
| 1625             | 1624, 1626                   |
| 1626             | 1625, 1627                   |
| 1627             | 1626                         |
| 1650             | 1651                         |
| 1651             | 1650, 1652                   |
| 1652             | 1651                         |
| 1659             | 1660                         |
| 1660             | 1659                         |
| 1701             | 1702                         |
| 1702             | 1701, 1703                   |
| 1703             | 1702, 1704                   |
| 1704             | 1703, 1705                   |
| 1705             | 1704, 1706                   |
| 1706             | 1705, 1707                   |
| 1707             | 1706, 1708                   |
| 1708             | 1707, 1709                   |
| 1709             | 1708, 1710                   |
| 1710             | 1709, 1711                   |
| 1711             | 1710, 1712                   |
| 1712             | 1711, 1713                   |
| 1713             | 1712, 1714                   |
| 1714             | 1713, 1715                   |
| 1715             | 1714, 1716, 1717             |
| 1716             | 1715, 1717                   |

SHEET 91



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 649691Y**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan (continued from Sheet 91).

Table of land burdened and land benefited

| Burdened Lot No. | Benefiting Lots on This Plan |
|------------------|------------------------------|
| 1717             | 1715, 1716                   |
| 1718             | 1719                         |
| 1719             | 1718, 1720                   |
| 1720             | 1719                         |
| 1721             | 1722                         |
| 1722             | 1721, 1723                   |
| 1723             | 1722                         |
| 1724             | 1725, 1726                   |
| 1725             | 1724, 1726                   |
| 1726             | 1724, 1725, 1727             |
| 1727             | 1726, 1728, 1729             |
| 1728             | 1727, 1729                   |
| 1729             | 1727, 1728, 1730             |
| 1730             | 1729, 1731                   |
| 1731             | 1730                         |
| 1732             | 1733, 1736                   |
| 1733             | 1732, 1734, 1735, 1736       |
| 1734             | 1733, 1735                   |
| 1735             | 1733, 1734, 1736             |
| 1736             | 1732, 1733, 1735, 1737       |
| 1737             | 1736, 1738                   |
| 1738             | 1737, 1739                   |
| 1739             | 1738, 1740                   |
| 1740             | 1739, 1741                   |
| 1741             | 1740, 1742                   |
| 1742             | 1741, 1743                   |
| 1743             | 1742, 1744                   |
| 1744             | 1743, 1745                   |
| 1745             | 1744, 1746                   |
| 1746             | 1745, 1747                   |
| 1747             | 1746, 1748                   |
| 1748             | 1747                         |
| 1801             | 1802                         |
| 1802             | 1801, 1803                   |
| 1803             | 1802, 1804                   |

| Burdened Lot No. | Benefiting Lots on This Plan       |
|------------------|------------------------------------|
| 1804             | 1803, 1805                         |
| 1805             | 1804, 1806                         |
| 1806             | 1805, 1807                         |
| 1807             | 1806, 1808                         |
| 1808             | 1807, 1809                         |
| 1809             | 1808, 1810, 1811                   |
| 1810             | 1809, 1811                         |
| 1811             | 1809, 1810                         |
| 1812             | 1813, 1825                         |
| 1813             | 1812, 1814, 1825                   |
| 1814             | 1813, 1815, 1824, 1825             |
| 1815             | 1814, 1816, 1824                   |
| 1816             | 1815, 1824                         |
| 1817             | 1818, 1819                         |
| 1818             | 1817, 1819                         |
| 1819             | 1817, 1818                         |
| 1820             | 1821                               |
| 1821             | 1820                               |
| 1822             | 1823, 1826                         |
| 1823             | 1822, 1824, 1825, 1826             |
| 1824             | 1814, 1815, 1816, 1823, 1825       |
| 1825             | 1812, 1813, 1814, 1823, 1824, 1826 |
| 1826             | 1822, 1823, 1825                   |
| 1827             | 1828, 1829, 1830                   |
| 1828             | 1827, 1829                         |
| 1829             | 1827, 1828, 1830                   |
| 1830             | 1827, 1829, 1831                   |
| 1831             | 1830, 1832                         |
| 1832             | 1831, 1833                         |
| 1833             | 1832, 1834                         |
| 1834             | 1833, 1835                         |
| 1835             | 1834, 1836                         |
| 1836             | 1835, 1837                         |
| 1837             | 1836                               |

SHEET 92

**WATSONS**URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>PLAN OF SUBDIVISION</b> | Stage No. | Plan Number<br><b>PS 649691Y</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p style="text-align: center;"> <u>SUBDIVISION ACT 1988</u><br/> <u>CREATION OF RESTRICTION B</u> </p> <p>The following restriction is to be created upon registration of this plan (continued from Sheet 92).</p> <p><u>Description of Restriction:</u></p> <p>The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his, her, their or its heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof build or cause to be built or allow to be built or allow to remain standing a dwelling-house (which expression shall include a house, apartment, unit or flat) or any other improvements, other than a building which has been constructed in accordance with the Building Envelopes, as incorporated into the Building Envelope Schedule, within the instrument for PS 649691Y, Stage 1, Stage 2, Stage 3, Stage 4, Stage 6, Stage 7, Stage 8, Stage 9, Stage 10, Stage 11, Stage 12, Stage 13, Stage 17, Stage 18, Stage 20, Stage 21, Stage 22, Stage 23, Stage 24, Stage 25, Stage 26 &amp; Stage 27 (See Sheet 1 for details)</p> <p>This restriction shall expire 1 January 2022.</p> |                            |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <div data-bbox="76 2018 236 2130"> </div> <div data-bbox="316 2018 555 2096"> <b>WATSONS</b><br/>         URBAN DEVELOPMENT<br/>         CONSULTANTS &amp; MANAGERS       </div> <div data-bbox="217 2112 627 2163">         5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916<br/>         THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK<br/>         PH. (03) 9697 8000, FAX (03) 9697 8099       </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |           | <div data-bbox="1334 1951 1430 1973">         SHEET 93       </div> <div data-bbox="659 2022 1193 2045">         LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE       </div> <div data-bbox="659 2067 1042 2089">         SIGNATURE <u>DIGITALLY SIGNED</u> DATE       </div> <div data-bbox="659 2123 1074 2145">         REF 36182 VERSION       </div> <div data-bbox="1233 2067 1457 2089">         DATE / /20       </div> <div data-bbox="1217 2123 1520 2145">         COUNCIL DELEGATE SIGNATURE       </div> <div data-bbox="1241 2157 1489 2179">         ORIGINAL SHEET SIZE A3       </div> |

**PS 649691Y**

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION C**

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

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

**Burdened Land:** Lots 1401 to 1417 (Both Inclusive).

**Benefited Land:** Lots 1401 to 1417 (Both Inclusive).

Shall not build or allow to remain more than one private dwelling - house (which expression shall include a house, apartment, unit or flat).

Shall not build or carryout improvements without approval of the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel.

Shall not build or allow to remain a dwelling - house with a floor area of less than:

- A. 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- B. 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- C. 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- D. 75 square metres in the case of a lot having an area of less than 300 square metres.

For the purposes of calculating the floor area of a dwelling-house the area of the garages, terraces, pergolas or verandahs shall be excluded.

Shall not build or allow to remain any fencing:

- A. Along a front street boundary; or
- B. Between the front street boundary and the building line; or
- C. Upon a side or rear boundary of a lot except a fence:
  - a. Which is constructed of timber palings with exposed posts capped across the top of the palings; and
  - b. Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.

Shall not subdivide the land sold.

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8674, unless with the written consent of the Responsible Authority and the Design Assessment Panel.

Expiry Date: 31 December 2030.

**marshal**

Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004  
+61 3 9860 0380 marshal.melbourne  
hello@marshal.melbourne ABN 58 643 224 266

JONATHAN TREVOR NEATE, VERSION

ORIGINAL SHEET  
SIZE A3

SHEET 94

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS649691Y**

MASTER PLAN (STAGE 1) REGISTERED DATE 05/02/2013 TIME 9:00 am

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

| AFFECTED LAND/PARCEL | LAND/PARCEL IDENTIFIER CREATED                            | MODIFICATION  | DEALING NUMBER | DATE     | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|----------------------|-----------------------------------------------------------|---------------|----------------|----------|----------------|-------------------------------|
| LOT S2               | LOTS 201-243 (B.I), LOT S3 AND ROAD R-2                   | STAGE PLAN    | PS649691Y/S2   | 07/02/13 | 2              | M.J.R                         |
| E-4                  | NIL                                                       | RECTIFICATION | AK272457X      | 05/04/13 | 3              | M.J.R                         |
| LOT S3               | LOTS 244-281 (B.I), LOT S4 & ROAD R3                      | STAGE PLAN    | PS649691Y/S3   | 04/06/13 | 4              | M.J.R                         |
| R-3                  |                                                           | RECTIFICATION | AK511873E      | 07/08/13 | 5              | A.J.CA                        |
| LOT S4               | LOTS 301-338, S5, ROAD R4 & RESERVE No. 5                 | STAGE PLAN    | PS649691Y/S4   | 21/11/13 | 6              | LJW                           |
|                      |                                                           |               |                |          |                |                               |
| LOT S5               | LOTS 339 TO 364, S17 ROAD R17 & RESERVES 3 & 4            | STAGE PLAN    | PS649691Y/S17  | 14/03/14 | 7              | GV                            |
| LOT S17              | LOTS 501 TO 524, S7 & ROAD R-6                            | STAGE PLAN    | PS649691Y/S6   | 1/5/2014 | 8              | A.R.T.                        |
| LOT S7               | LOTS 701 TO 730, S9 & ROAD R-8                            | STAGE PLAN    | PS649691Y/S8   | 5/5/2014 | 9              | A.R.T.                        |
| LOT S9               | LOTS 525 TO 551, S18 & ROAD R18                           | STAGE PLAN    | PS649691Y/S18  | 18/07/14 | 10             | M.M.C.                        |
| LOT S18              | LOTS 601-649, S8 & ROAD R7                                | STAGE PLAN    | PS649691Y/S7   | 22/09/14 | 11             | GV                            |
| LOT S8               | LOTS 731-774, S20, ROAD R20 & RESERVE NO. 8               | STAGE PLAN    | PS649691Y/S20  | 15/1/15  | 12             | LJW                           |
| LOT S20              | LOTS 801-851 & S10, ROAD R9 & RESERVE NO. 7               | STAGE PLAN    | PS649691Y/S9   | 04/05/15 | 13             | LC                            |
| LOT S10              | LOTS 1601-1617, 1628-1649, 1653-1658, S21, S22 & ROAD R21 | STAGE PLAN    | PS649691Y/S21  | 07/09/15 | 14             | D.P.                          |
| LOT S21              | LOTS 901 TO 951, S11 AND ROAD R10                         | STAGE PLAN    | PS649691Y/S10  | 04/12/15 | 15             | M.H                           |
| LOT S11              | LOTS 1001 TO 1058 (B.I.) & S12 AND R11                    | STAGE PLAN    | PS649691Y/S11  | 09/02/16 | 16             | H.L.                          |
| LOT S12              | LOTS 1201-1230, A, S15, ROAD R13, RES.9 & 10              | STAGE PLAN    | PS649691Y/S13  | 10/10/16 | 17             | BT                            |





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| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>AL469589Y</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>12</b>               |
| Document Assembled                              | <b>08/11/2024 17:00</b> |

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Application by a Responsible Authority for the  
making of a Recording of an Agreement  
Section 181 Planning and Environment Act 1987

**AL469589Y**

06/11/2014 \$116.50 173



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL :A01C:5977301  
Customer Code: 1167E

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

Land: Volume 11521 Folio 537

Responsible Authority: Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria

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

A copy of the Agreement is attached to this Application

Date:

28/10/14

Signature for Responsible Authority:

*John Karacostas*

Name of officer:

JOHN KARACOSTAS

Position held:

MANTICER STATION PLANNING

**AL469589Y**

06/11/2014 \$116.50 173



Date 28 / 10 / 2014



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

## **Agreement under section 173 of the Planning and Environment Act 1987**

**Subject Land: 555 Mt Ridley Road, Mickleham**

**Purpose of Agreement: Offset Management Plan**

**Hume City Council**  
and

**Mt Ridley Projects Pty Ltd**  
ACN 131 104 204

AL469589Y

06/11/2014

\$116.50

173



## Contents

|     |                                                |   |
|-----|------------------------------------------------|---|
| 1.  | Definitions .....                              | 1 |
| 2.  | Interpretation .....                           | 3 |
| 3.3 | Implementation of Offset Management Plan ..... | 5 |
| 3.4 | Protection in perpetuity .....                 | 5 |
| 4.  | Early Management Responsibility .....          | 5 |
| 5.  | Owner's further obligations .....              | 6 |
| 5.1 | Notice and registration .....                  | 6 |
| 5.2 | Further actions .....                          | 6 |
| 5.3 | Council's costs to be paid .....               | 6 |
| 6.  | Agreement under section 173 of the Act .....   | 6 |
| 7.  | Owner's warranties .....                       | 6 |
| 8.  | Successors in title .....                      | 6 |
| 9.  | General matters .....                          | 7 |
| 9.1 | Notices .....                                  | 7 |
| 9.2 | No waiver .....                                | 7 |
| 9.3 | Severability .....                             | 7 |
| 9.4 | No fettering of Council's powers .....         | 7 |
| 9.5 | Inspection of documents .....                  | 7 |
| 9.6 | Governing law .....                            | 7 |
| 10. | Commencement of Agreement .....                | 7 |
| 11. | Ending of Agreement .....                      | 8 |

**AL469589Y**

06/11/2014 \$116.50 173



# **Agreement under section 173 of the Planning and Environment Act 1987**

**Dated**        /        /

## **Parties**

|            |                                               |
|------------|-----------------------------------------------|
| Name       | <b>Hume City Council</b>                      |
| Address    | 1079 Pascoe Vale Road, Broadmeadows, Victoria |
| Short name | <b>Council</b>                                |

|            |                                                   |
|------------|---------------------------------------------------|
| Name       | <b>Mt Ridley Projects Pty Ltd ACN 131 104 204</b> |
| Address    | 141 View Street, Bendigo, Victoria                |
| Short name | <b>Owner</b>                                      |

## **Background**

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 35 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
  - E.1 to give effect to the Planning Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## **The Parties agree**

### **1. Definitions**

In this Agreement unless the context admits otherwise:

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

AL469589Y

06/11/2014

\$116.50

173



**Administration Fee** means a payment made to Council by the Owner for the administration of the management of the Offset Management Plan in the sum of 10% of the amount of the Management Fee.

**Agreement** means this Agreement.

**Conservation Reserve** means a reserve created by subdivision of the Subject Land in which an Offset Site is, or is to be, located.

**Early Management Responsibility** means the acceptance of Council to manage the Offset Sites in accordance with the Offset Management Plan prior to the conclusion of the Management Period.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Handover Date** means:

- (a) if Council agrees to accept Early Management Responsibility under clause 4, the date that Council agrees to accept Early Management Responsibility; or
- (b) the date on which the Conservation Reserve is transferred to Council.

**Lot** has the same meaning as in the *Subdivision Act 1988*.

**Management Fee** means a payment made to Council in exchange for Council's acceptance of the Early Management Responsibility, to be determined by Council prior to confirmation of the Handover Date, by reference to:

- (a) the costings set out in the Offset Management Plan;
- (b) any outstanding Management Actions;
- (c) any administration costs; and
- (d) any cost estimate provided by an independent ecological contractor engaged by the Owner.

**Management Actions** means anything which the Offset Management Plan specifies must be done.

**Management Period** in respect of each Offset Site means the period of time which runs for 10 years from the OMP Commencement Date.

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

**Native Vegetation** has the same meaning as in the Planning Scheme.

**Native Vegetation Offset** means the vegetation offset to be achieved by implementing the Offset Management Plan.

**Offset Management Plan** means the offset plan titled 'Net Gain Offset Management Plan for Scattered Trees to be Removed at 535 Mt Ridley Road, Mickleham, Victoria' prepared by Ecology and Heritage Partners Pty Ltd dated January 2013, endorsed by Council from time to time pursuant to condition 34 of the Planning Permit or such other plan approved by Council.

**AL469589Y**



**Offset Sites** means those parts of the Land where the native vegetation offset is to be achieved and which are identified and delineated in the Offset Management Plan as 'Offset Site 1' and 'Offset Site 2' or the like.

**OMP Commencement Date** means the later of:

- (a) the commencement date of this Agreement; or
- (b) the date on which Council receives written notice that the actions required by the Offset Management Plan have commenced in relation to an Offset Site.

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

**Party or Parties** means the Parties to this Agreement.

**Planning Permit** means planning permit No. P15448, as amended from time to time, issued on 21 December 2011, authorising a multi lot subdivision, the removal of access easement, including development of a dwelling on lots less than 300m<sup>2</sup> and estate advertising signage on the Subject Land in accordance with the Endorsed Plan.

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

**Residential Lot** means a Lot which in the opinion of Council is of a size and dimensions such that it is not intended to be developed without further subdivision.

**Statement of Compliance** has the same meaning as in the *Subdivision Act* 1988.

**Subject Land** means the land situated at 555 Mt Ridley Road, Mickleham, Victoria being of the land more referred to in certificate of title volume 11521 folio 537 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

**Superlot** means a Lot created by subdivision of the Subject Land which is not a Residential Lot and which is intended to be further subdivided in a later stage of the subdivision.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

**AL469589Y**

06/11/2014 \$116.50 173



- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

### **3. Owner's specific obligations**

The Owner covenants and agrees that:

#### **3.1 Transfer to Council**

3.1.1 any subdivision of the Land must result in the Offset Sites being located within:

- (a) a Superlot; or
- (b) a Conservation Reserve; and

3.1.2 after subdivision of the Land which creates a Conservation Reserve, unless Council has agreed to Early Management Responsibility, the Conservation Reserve:

- (a) must not vest in Council before the end of the Management Period; and
- (b) must vest in Council within 6 months after the end of the Management Period; and

3.1.3 if Council agrees to accept Early Management Responsibility in accordance with clause 4, the Conservation Reserve must vest in Council within 6 months after the Handover Date.

#### **3.2 Offset Management**

the Owner must either:

3.2.1 at all times during the Management Period implement and comply with the Offset Management Plan in accordance with clause 3.3; or

3.2.2 pay to Council the:

- (a) Management Fee; and
- (b) Administration Fee,

associated with Council accepting Early Management Responsibility under clause 4.



**AL469589Y**



### **3.3 Implementation of Offset Management Plan**

the Owner must implement and comply with all provisions, requirements and recommendations contained in the Offset Management Plan, including all works and maintenance required under the Offset Management Plan:

- 3.3.1 at the full cost of the Owner;
- 3.3.2 within the timeframes set out in the Offset Management Plan; and
- 3.3.3 to the satisfaction of Council.

### **3.4 Protection in perpetuity**

in order to ensure that the Native Vegetation Offset is achieved and Offset Site 2 is protected in perpetuity in accordance with the Offset Management Plan, prior to the Handover Date, the Owner must ensure that any plan of subdivision creating the Conservation Reserve which will contain Offset Site 2 includes a restriction which indicates, to the satisfaction of Council, that the Conservation Reserve is set aside for preservation and protection of Native Vegetation.

---

## **4. Early Management Responsibility**

The Parties agree that:

- 4.1 the Owner may request that Council accept Early Management Responsibility from the Handover Date in return for the payment of the Management Fee.
- 4.2 Subject to clause 4.3, Council will accept Early Management Responsibility.
- 4.3 Council will accept Early Management Responsibility if:
  - 4.3.1 Council has notified the Owner in writing of the Handover Date; and
  - 4.3.2 prior to the Handover Date the Owner has:
    - (a) paid the Management Fee to Council;
    - (b) implemented and complied with the Offset Management Plan;
    - (c) obtained a Statement of Compliance for any stage of the subdivision of the Subject Land which creates lots abutting the Conservation Reserves; and
    - (d) in relation to the Conservation Reserve which will contain Offset Site 2, created a restriction on the plan of subdivision in accordance with clause 3.4.
- 4.4 provided that the Owner has created a restriction on the plan of subdivision in accordance with clause 3.4 and upon receipt of the Management Fee, after agreeing to accept Early Management Responsibility, Council will accept full responsibility for the implementation, including all associated costs, of the Offset Management Plan, from the Handover Date.



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**5. Owner's further obligations**

**5.1 Notice and registration**

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

**5.2 Further actions**

The Owner:

5.2.1 must do all things necessary to give effect to this Agreement;

5.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

**5.3 Council's costs to be paid**

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

---

**6. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

**7. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**8. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

8.1 give effect to this Agreement; and

8.2 enter into a deed agreeing to be bound by the terms of this Agreement.

**AL469589Y**

06/11/2014

\$116.50

173



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**9. General matters**

**9.1 Notices**

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

- 9.1.1 personally on the person;
- 9.1.2 by leaving it at the person's current address for service;
- 9.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 9.1.4 by facsimile to the person's current number for service; or
- 9.1.5 by email to the person's current email address for service.

**9.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**9.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**9.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**9.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**9.6 Governing law**

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

---

**10. Commencement of Agreement**

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

**AL469589Y**

06/11/2014 \$116.50 173



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**11. Ending of Agreement**

**11.1 If:**

11.1.1 the Subject Land is subdivided into Residential Lots and one or more Superlots;

11.1.2 a Statement of Compliance has been issued for that Subdivision; and

11.1.3 Council has consented in writing,

the Agreement will end, in accordance with section 177 of the Act, in respect of that part of the Subject Land which contains the Residential Lots.

11.2 If Council consents in writing for this Agreement to end as to part of the Subject Land in accordance with clause 11.1, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement in respect of that part of the Subject Land which contains the Residential Lots.

11.3 In any circumstances other than as described in clause 11.1, this Agreement will end when the Owner has complied with all of the Owner's obligations under this Agreement.

11.4 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

page 9



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/11/2024 05:00:41 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS649691Y**

The land in PS649691Y is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 152, 201 - 281, 301 - 364, 501 - 551, 601 - 649, 701 - 774, 801 - 851, 901 - 951, 1001 - 1058, 1101 - 1174, 1201 - 1262, 1301 - 1353, 1401 - 1417, 1601 - 1660, 1701 - 1748, 1801 - 1837, S28.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 178 CITY ROAD SOUTHBANK VIC 3006

PS649691Y/S28 03/10/2022

### 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. OC017051N 05/02/2013

### Additional Owners Corporation Information:

OC017050Q 05/02/2013

### 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 101           | 10          | 10        |
| Lot 102           | 10          | 10        |
| Lot 103           | 10          | 10        |
| Lot 104           | 10          | 10        |
| Lot 105           | 10          | 10        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 106     | 10          | 10        |
| Lot 107     | 10          | 10        |
| Lot 108     | 10          | 10        |
| Lot 109     | 10          | 10        |
| Lot 110     | 10          | 10        |
| Lot 111     | 10          | 10        |
| Lot 112     | 10          | 10        |
| Lot 113     | 10          | 10        |
| Lot 114     | 10          | 10        |
| Lot 115     | 10          | 10        |
| Lot 116     | 10          | 10        |
| Lot 117     | 10          | 10        |
| Lot 118     | 10          | 10        |
| Lot 119     | 10          | 10        |
| Lot 120     | 10          | 10        |
| Lot 121     | 10          | 10        |
| Lot 122     | 10          | 10        |
| Lot 123     | 10          | 10        |
| Lot 124     | 10          | 10        |
| Lot 125     | 10          | 10        |
| Lot 126     | 10          | 10        |
| Lot 127     | 10          | 10        |
| Lot 128     | 10          | 10        |
| Lot 129     | 10          | 10        |
| Lot 130     | 10          | 10        |
| Lot 131     | 10          | 10        |
| Lot 132     | 10          | 10        |
| Lot 133     | 10          | 10        |
| Lot 134     | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 135     | 10          | 10        |
| Lot 136     | 10          | 10        |
| Lot 137     | 10          | 10        |
| Lot 138     | 10          | 10        |
| Lot 139     | 10          | 10        |
| Lot 140     | 10          | 10        |
| Lot 141     | 10          | 10        |
| Lot 142     | 10          | 10        |
| Lot 143     | 10          | 10        |
| Lot 144     | 10          | 10        |
| Lot 145     | 10          | 10        |
| Lot 146     | 10          | 10        |
| Lot 147     | 10          | 10        |
| Lot 148     | 10          | 10        |
| Lot 149     | 10          | 10        |
| Lot 150     | 10          | 10        |
| Lot 151     | 10          | 10        |
| Lot 152     | 10          | 10        |
| Lot 201     | 10          | 10        |
| Lot 202     | 10          | 10        |
| Lot 203     | 10          | 10        |
| Lot 204     | 10          | 10        |
| Lot 205     | 10          | 10        |
| Lot 206     | 10          | 10        |
| Lot 207     | 10          | 10        |
| Lot 208     | 10          | 10        |
| Lot 209     | 10          | 10        |
| Lot 210     | 10          | 10        |
| Lot 211     | 10          | 10        |





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**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 212     | 10          | 10        |
| Lot 213     | 10          | 10        |
| Lot 214     | 10          | 10        |
| Lot 215     | 10          | 10        |
| Lot 216     | 10          | 10        |
| Lot 217     | 10          | 10        |
| Lot 218     | 10          | 10        |
| Lot 219     | 10          | 10        |
| Lot 220     | 10          | 10        |
| Lot 221     | 10          | 10        |
| Lot 222     | 10          | 10        |
| Lot 223     | 10          | 10        |
| Lot 224     | 10          | 10        |
| Lot 225     | 10          | 10        |
| Lot 226     | 10          | 10        |
| Lot 227     | 10          | 10        |
| Lot 228     | 10          | 10        |
| Lot 229     | 10          | 10        |
| Lot 230     | 10          | 10        |
| Lot 231     | 10          | 10        |
| Lot 232     | 10          | 10        |
| Lot 233     | 10          | 10        |
| Lot 234     | 10          | 10        |
| Lot 235     | 10          | 10        |
| Lot 236     | 10          | 10        |
| Lot 237     | 10          | 10        |
| Lot 238     | 10          | 10        |
| Lot 239     | 10          | 10        |
| Lot 240     | 10          | 10        |



# Department of Environment, Land, Water & Planning

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 241     | 10          | 10        |
| Lot 242     | 10          | 10        |
| Lot 243     | 10          | 10        |
| Lot 244     | 10          | 10        |
| Lot 245     | 10          | 10        |
| Lot 246     | 10          | 10        |
| Lot 247     | 10          | 10        |
| Lot 248     | 10          | 10        |
| Lot 249     | 10          | 10        |
| Lot 250     | 10          | 10        |
| Lot 251     | 10          | 10        |
| Lot 252     | 10          | 10        |
| Lot 253     | 10          | 10        |
| Lot 254     | 10          | 10        |
| Lot 255     | 10          | 10        |
| Lot 256     | 10          | 10        |
| Lot 257     | 10          | 10        |
| Lot 258     | 10          | 10        |
| Lot 259     | 10          | 10        |
| Lot 260     | 10          | 10        |
| Lot 261     | 10          | 10        |
| Lot 262     | 10          | 10        |
| Lot 263     | 10          | 10        |
| Lot 264     | 10          | 10        |
| Lot 265     | 10          | 10        |
| Lot 266     | 10          | 10        |
| Lot 267     | 10          | 10        |
| Lot 268     | 10          | 10        |
| Lot 269     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 270     | 10          | 10        |
| Lot 271     | 10          | 10        |
| Lot 272     | 10          | 10        |
| Lot 273     | 10          | 10        |
| Lot 274     | 10          | 10        |
| Lot 275     | 10          | 10        |
| Lot 276     | 10          | 10        |
| Lot 277     | 10          | 10        |
| Lot 278     | 10          | 10        |
| Lot 279     | 10          | 10        |
| Lot 280     | 10          | 10        |
| Lot 281     | 10          | 10        |
| Lot 301     | 10          | 10        |
| Lot 302     | 10          | 10        |
| Lot 303     | 10          | 10        |
| Lot 304     | 10          | 10        |
| Lot 305     | 10          | 10        |
| Lot 306     | 10          | 10        |
| Lot 307     | 10          | 10        |
| Lot 308     | 10          | 10        |
| Lot 309     | 10          | 10        |
| Lot 310     | 10          | 10        |
| Lot 311     | 10          | 10        |
| Lot 312     | 10          | 10        |
| Lot 313     | 10          | 10        |
| Lot 314     | 10          | 10        |
| Lot 315     | 10          | 10        |
| Lot 316     | 10          | 10        |
| Lot 317     | 10          | 10        |



# Department of Environment, Land, Water & Planning

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 318     | 10          | 10        |
| Lot 319     | 10          | 10        |
| Lot 320     | 10          | 10        |
| Lot 321     | 10          | 10        |
| Lot 322     | 10          | 10        |
| Lot 323     | 10          | 10        |
| Lot 324     | 10          | 10        |
| Lot 325     | 10          | 10        |
| Lot 326     | 10          | 10        |
| Lot 327     | 10          | 10        |
| Lot 328     | 10          | 10        |
| Lot 329     | 10          | 10        |
| Lot 330     | 10          | 10        |
| Lot 331     | 10          | 10        |
| Lot 332     | 10          | 10        |
| Lot 333     | 10          | 10        |
| Lot 334     | 10          | 10        |
| Lot 335     | 10          | 10        |
| Lot 336     | 10          | 10        |
| Lot 337     | 10          | 10        |
| Lot 338     | 10          | 10        |
| Lot 339     | 10          | 10        |
| Lot 340     | 10          | 10        |
| Lot 341     | 10          | 10        |
| Lot 342     | 10          | 10        |
| Lot 343     | 10          | 10        |
| Lot 344     | 10          | 10        |
| Lot 345     | 10          | 10        |
| Lot 346     | 10          | 10        |





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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 347     | 10          | 10        |
| Lot 348     | 10          | 10        |
| Lot 349     | 10          | 10        |
| Lot 350     | 10          | 10        |
| Lot 351     | 10          | 10        |
| Lot 352     | 10          | 10        |
| Lot 353     | 10          | 10        |
| Lot 354     | 10          | 10        |
| Lot 355     | 10          | 10        |
| Lot 356     | 10          | 10        |
| Lot 357     | 10          | 10        |
| Lot 358     | 10          | 10        |
| Lot 359     | 10          | 10        |
| Lot 360     | 10          | 10        |
| Lot 361     | 10          | 10        |
| Lot 362     | 10          | 10        |
| Lot 363     | 10          | 10        |
| Lot 364     | 10          | 10        |
| Lot 501     | 10          | 10        |
| Lot 502     | 10          | 10        |
| Lot 503     | 10          | 10        |
| Lot 504     | 10          | 10        |
| Lot 505     | 10          | 10        |
| Lot 506     | 10          | 10        |
| Lot 507     | 10          | 10        |
| Lot 508     | 10          | 10        |
| Lot 509     | 10          | 10        |
| Lot 510     | 10          | 10        |
| Lot 511     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 512     | 10          | 10        |
| Lot 513     | 10          | 10        |
| Lot 514     | 10          | 10        |
| Lot 515     | 10          | 10        |
| Lot 516     | 10          | 10        |
| Lot 517     | 10          | 10        |
| Lot 518     | 10          | 10        |
| Lot 519     | 10          | 10        |
| Lot 520     | 10          | 10        |
| Lot 521     | 10          | 10        |
| Lot 522     | 10          | 10        |
| Lot 523     | 10          | 10        |
| Lot 524     | 10          | 10        |
| Lot 525     | 10          | 10        |
| Lot 526     | 10          | 10        |
| Lot 527     | 10          | 10        |
| Lot 528     | 10          | 10        |
| Lot 529     | 10          | 10        |
| Lot 530     | 10          | 10        |
| Lot 531     | 10          | 10        |
| Lot 532     | 10          | 10        |
| Lot 533     | 10          | 10        |
| Lot 534     | 10          | 10        |
| Lot 535     | 10          | 10        |
| Lot 536     | 10          | 10        |
| Lot 537     | 10          | 10        |
| Lot 538     | 10          | 10        |
| Lot 539     | 10          | 10        |
| Lot 540     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 541     | 10          | 10        |
| Lot 542     | 10          | 10        |
| Lot 543     | 10          | 10        |
| Lot 544     | 10          | 10        |
| Lot 545     | 10          | 10        |
| Lot 546     | 10          | 10        |
| Lot 547     | 10          | 10        |
| Lot 548     | 10          | 10        |
| Lot 549     | 10          | 10        |
| Lot 550     | 10          | 10        |
| Lot 551     | 10          | 10        |
| Lot 601     | 10          | 10        |
| Lot 602     | 10          | 10        |
| Lot 603     | 10          | 10        |
| Lot 604     | 10          | 10        |
| Lot 605     | 10          | 10        |
| Lot 606     | 10          | 10        |
| Lot 607     | 10          | 10        |
| Lot 608     | 10          | 10        |
| Lot 609     | 10          | 10        |
| Lot 610     | 10          | 10        |
| Lot 611     | 10          | 10        |
| Lot 612     | 10          | 10        |
| Lot 613     | 10          | 10        |
| Lot 614     | 10          | 10        |
| Lot 615     | 10          | 10        |
| Lot 616     | 10          | 10        |
| Lot 617     | 10          | 10        |
| Lot 618     | 10          | 10        |



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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

### Entitlement and Liability:

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 619     | 10          | 10        |
| Lot 620     | 10          | 10        |
| Lot 621     | 10          | 10        |
| Lot 622     | 10          | 10        |
| Lot 623     | 10          | 10        |
| Lot 624     | 10          | 10        |
| Lot 625     | 10          | 10        |
| Lot 626     | 10          | 10        |
| Lot 627     | 10          | 10        |
| Lot 628     | 10          | 10        |
| Lot 629     | 10          | 10        |
| Lot 630     | 10          | 10        |
| Lot 631     | 10          | 10        |
| Lot 632     | 10          | 10        |
| Lot 633     | 10          | 10        |
| Lot 634     | 10          | 10        |
| Lot 635     | 10          | 10        |
| Lot 636     | 10          | 10        |
| Lot 637     | 10          | 10        |
| Lot 638     | 10          | 10        |
| Lot 639     | 10          | 10        |
| Lot 640     | 10          | 10        |
| Lot 641     | 10          | 10        |
| Lot 642     | 10          | 10        |
| Lot 643     | 10          | 10        |
| Lot 644     | 10          | 10        |
| Lot 645     | 10          | 10        |
| Lot 646     | 10          | 10        |
| Lot 647     | 10          | 10        |





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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 648     | 10          | 10        |
| Lot 649     | 10          | 10        |
| Lot 701     | 10          | 10        |
| Lot 702     | 10          | 10        |
| Lot 703     | 10          | 10        |
| Lot 704     | 10          | 10        |
| Lot 705     | 10          | 10        |
| Lot 706     | 10          | 10        |
| Lot 707     | 10          | 10        |
| Lot 708     | 10          | 10        |
| Lot 709     | 10          | 10        |
| Lot 710     | 10          | 10        |
| Lot 711     | 10          | 10        |
| Lot 712     | 10          | 10        |
| Lot 713     | 10          | 10        |
| Lot 714     | 10          | 10        |
| Lot 715     | 10          | 10        |
| Lot 716     | 10          | 10        |
| Lot 717     | 10          | 10        |
| Lot 718     | 10          | 10        |
| Lot 719     | 10          | 10        |
| Lot 720     | 10          | 10        |
| Lot 721     | 10          | 10        |
| Lot 722     | 10          | 10        |
| Lot 723     | 10          | 10        |
| Lot 724     | 10          | 10        |
| Lot 725     | 10          | 10        |
| Lot 726     | 10          | 10        |
| Lot 727     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 728     | 10          | 10        |
| Lot 729     | 10          | 10        |
| Lot 730     | 10          | 10        |
| Lot 731     | 10          | 10        |
| Lot 732     | 10          | 10        |
| Lot 733     | 10          | 10        |
| Lot 734     | 10          | 10        |
| Lot 735     | 10          | 10        |
| Lot 736     | 10          | 10        |
| Lot 737     | 10          | 10        |
| Lot 738     | 10          | 10        |
| Lot 739     | 10          | 10        |
| Lot 740     | 10          | 10        |
| Lot 741     | 10          | 10        |
| Lot 742     | 10          | 10        |
| Lot 743     | 10          | 10        |
| Lot 744     | 10          | 10        |
| Lot 745     | 10          | 10        |
| Lot 746     | 10          | 10        |
| Lot 747     | 10          | 10        |
| Lot 748     | 10          | 10        |
| Lot 749     | 10          | 10        |
| Lot 750     | 10          | 10        |
| Lot 751     | 10          | 10        |
| Lot 752     | 10          | 10        |
| Lot 753     | 10          | 10        |
| Lot 754     | 10          | 10        |
| Lot 755     | 10          | 10        |
| Lot 756     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 757     | 10          | 10        |
| Lot 758     | 10          | 10        |
| Lot 759     | 10          | 10        |
| Lot 760     | 10          | 10        |
| Lot 761     | 10          | 10        |
| Lot 762     | 10          | 10        |
| Lot 763     | 10          | 10        |
| Lot 764     | 10          | 10        |
| Lot 765     | 10          | 10        |
| Lot 766     | 10          | 10        |
| Lot 767     | 10          | 10        |
| Lot 768     | 10          | 10        |
| Lot 769     | 10          | 10        |
| Lot 770     | 10          | 10        |
| Lot 771     | 10          | 10        |
| Lot 772     | 10          | 10        |
| Lot 773     | 10          | 10        |
| Lot 774     | 10          | 10        |
| Lot 801     | 10          | 10        |
| Lot 802     | 10          | 10        |
| Lot 803     | 10          | 10        |
| Lot 804     | 10          | 10        |
| Lot 805     | 10          | 10        |
| Lot 806     | 10          | 10        |
| Lot 807     | 10          | 10        |
| Lot 808     | 10          | 10        |
| Lot 809     | 10          | 10        |
| Lot 810     | 10          | 10        |
| Lot 811     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 812     | 10          | 10        |
| Lot 813     | 10          | 10        |
| Lot 814     | 10          | 10        |
| Lot 815     | 10          | 10        |
| Lot 816     | 10          | 10        |
| Lot 817     | 10          | 10        |
| Lot 818     | 10          | 10        |
| Lot 819     | 10          | 10        |
| Lot 820     | 10          | 10        |
| Lot 821     | 10          | 10        |
| Lot 822     | 10          | 10        |
| Lot 823     | 10          | 10        |
| Lot 824     | 10          | 10        |
| Lot 825     | 10          | 10        |
| Lot 826     | 10          | 10        |
| Lot 827     | 10          | 10        |
| Lot 828     | 10          | 10        |
| Lot 829     | 10          | 10        |
| Lot 830     | 10          | 10        |
| Lot 831     | 10          | 10        |
| Lot 832     | 10          | 10        |
| Lot 833     | 10          | 10        |
| Lot 834     | 10          | 10        |
| Lot 835     | 10          | 10        |
| Lot 836     | 10          | 10        |
| Lot 837     | 10          | 10        |
| Lot 838     | 10          | 10        |
| Lot 839     | 10          | 10        |
| Lot 840     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 841     | 10          | 10        |
| Lot 842     | 10          | 10        |
| Lot 843     | 10          | 10        |
| Lot 844     | 10          | 10        |
| Lot 845     | 10          | 10        |
| Lot 846     | 10          | 10        |
| Lot 847     | 10          | 10        |
| Lot 848     | 10          | 10        |
| Lot 849     | 10          | 10        |
| Lot 850     | 10          | 10        |
| Lot 851     | 10          | 10        |
| Lot 901     | 10          | 10        |
| Lot 902     | 10          | 10        |
| Lot 903     | 10          | 10        |
| Lot 904     | 10          | 10        |
| Lot 905     | 10          | 10        |
| Lot 906     | 10          | 10        |
| Lot 907     | 10          | 10        |
| Lot 908     | 10          | 10        |
| Lot 909     | 10          | 10        |
| Lot 910     | 10          | 10        |
| Lot 911     | 10          | 10        |
| Lot 912     | 10          | 10        |
| Lot 913     | 10          | 10        |
| Lot 914     | 10          | 10        |
| Lot 915     | 10          | 10        |
| Lot 916     | 10          | 10        |
| Lot 917     | 10          | 10        |
| Lot 918     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 919     | 10          | 10        |
| Lot 920     | 10          | 10        |
| Lot 921     | 10          | 10        |
| Lot 922     | 10          | 10        |
| Lot 923     | 10          | 10        |
| Lot 924     | 10          | 10        |
| Lot 925     | 10          | 10        |
| Lot 926     | 10          | 10        |
| Lot 927     | 10          | 10        |
| Lot 928     | 10          | 10        |
| Lot 929     | 10          | 10        |
| Lot 930     | 10          | 10        |
| Lot 931     | 10          | 10        |
| Lot 932     | 10          | 10        |
| Lot 933     | 10          | 10        |
| Lot 934     | 10          | 10        |
| Lot 935     | 10          | 10        |
| Lot 936     | 10          | 10        |
| Lot 937     | 10          | 10        |
| Lot 938     | 10          | 10        |
| Lot 939     | 10          | 10        |
| Lot 940     | 10          | 10        |
| Lot 941     | 10          | 10        |
| Lot 942     | 10          | 10        |
| Lot 943     | 10          | 10        |
| Lot 944     | 10          | 10        |
| Lot 945     | 10          | 10        |
| Lot 946     | 10          | 10        |
| Lot 947     | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 948     | 10          | 10        |
| Lot 949     | 10          | 10        |
| Lot 950     | 10          | 10        |
| Lot 951     | 10          | 10        |
| Lot 1001    | 10          | 10        |
| Lot 1002    | 10          | 10        |
| Lot 1003    | 10          | 10        |
| Lot 1004    | 10          | 10        |
| Lot 1005    | 10          | 10        |
| Lot 1006    | 10          | 10        |
| Lot 1007    | 10          | 10        |
| Lot 1008    | 10          | 10        |
| Lot 1009    | 10          | 10        |
| Lot 1010    | 10          | 10        |
| Lot 1011    | 10          | 10        |
| Lot 1012    | 10          | 10        |
| Lot 1013    | 10          | 10        |
| Lot 1014    | 10          | 10        |
| Lot 1015    | 10          | 10        |
| Lot 1016    | 10          | 10        |
| Lot 1017    | 10          | 10        |
| Lot 1018    | 10          | 10        |
| Lot 1019    | 10          | 10        |
| Lot 1020    | 10          | 10        |
| Lot 1021    | 10          | 10        |
| Lot 1022    | 10          | 10        |
| Lot 1023    | 10          | 10        |
| Lot 1024    | 10          | 10        |
| Lot 1025    | 10          | 10        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1026    | 10          | 10        |
| Lot 1027    | 10          | 10        |
| Lot 1028    | 10          | 10        |
| Lot 1029    | 10          | 10        |
| Lot 1030    | 10          | 10        |
| Lot 1031    | 10          | 10        |
| Lot 1032    | 10          | 10        |
| Lot 1033    | 10          | 10        |
| Lot 1034    | 10          | 10        |
| Lot 1035    | 10          | 10        |
| Lot 1036    | 10          | 10        |
| Lot 1037    | 10          | 10        |
| Lot 1038    | 10          | 10        |
| Lot 1039    | 10          | 10        |
| Lot 1040    | 10          | 10        |
| Lot 1041    | 10          | 10        |
| Lot 1042    | 10          | 10        |
| Lot 1043    | 10          | 10        |
| Lot 1044    | 10          | 10        |
| Lot 1045    | 10          | 10        |
| Lot 1046    | 10          | 10        |
| Lot 1047    | 10          | 10        |
| Lot 1048    | 10          | 10        |
| Lot 1049    | 10          | 10        |
| Lot 1050    | 10          | 10        |
| Lot 1051    | 10          | 10        |
| Lot 1052    | 10          | 10        |
| Lot 1053    | 10          | 10        |
| Lot 1054    | 10          | 10        |





# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
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**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1055    | 10          | 10        |
| Lot 1056    | 10          | 10        |
| Lot 1057    | 10          | 10        |
| Lot 1058    | 10          | 10        |
| Lot 1101    | 10          | 10        |
| Lot 1102    | 10          | 10        |
| Lot 1103    | 10          | 10        |
| Lot 1104    | 10          | 10        |
| Lot 1105    | 10          | 10        |
| Lot 1106    | 10          | 10        |
| Lot 1107    | 10          | 10        |
| Lot 1108    | 10          | 10        |
| Lot 1109    | 10          | 10        |
| Lot 1110    | 10          | 10        |
| Lot 1111    | 10          | 10        |
| Lot 1112    | 10          | 10        |
| Lot 1113    | 10          | 10        |
| Lot 1114    | 10          | 10        |
| Lot 1115    | 10          | 10        |
| Lot 1116    | 10          | 10        |
| Lot 1117    | 10          | 10        |
| Lot 1118    | 10          | 10        |
| Lot 1119    | 10          | 10        |
| Lot 1120    | 10          | 10        |
| Lot 1121    | 10          | 10        |
| Lot 1122    | 10          | 10        |
| Lot 1123    | 10          | 10        |
| Lot 1124    | 10          | 10        |
| Lot 1125    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1126    | 10          | 10        |
| Lot 1127    | 10          | 10        |
| Lot 1128    | 10          | 10        |
| Lot 1129    | 10          | 10        |
| Lot 1130    | 10          | 10        |
| Lot 1131    | 10          | 10        |
| Lot 1132    | 10          | 10        |
| Lot 1133    | 10          | 10        |
| Lot 1134    | 10          | 10        |
| Lot 1135    | 10          | 10        |
| Lot 1136    | 10          | 10        |
| Lot 1137    | 10          | 10        |
| Lot 1138    | 10          | 10        |
| Lot 1139    | 10          | 10        |
| Lot 1140    | 10          | 10        |
| Lot 1141    | 10          | 10        |
| Lot 1142    | 10          | 10        |
| Lot 1143    | 10          | 10        |
| Lot 1144    | 10          | 10        |
| Lot 1145    | 10          | 10        |
| Lot 1146    | 10          | 10        |
| Lot 1147    | 10          | 10        |
| Lot 1148    | 10          | 10        |
| Lot 1149    | 10          | 10        |
| Lot 1150    | 10          | 10        |
| Lot 1151    | 10          | 10        |
| Lot 1152    | 10          | 10        |
| Lot 1153    | 10          | 10        |
| Lot 1154    | 10          | 10        |



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OWNERS CORPORATION 1  
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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1155    | 10          | 10        |
| Lot 1156    | 10          | 10        |
| Lot 1157    | 10          | 10        |
| Lot 1158    | 10          | 10        |
| Lot 1159    | 10          | 10        |
| Lot 1160    | 10          | 10        |
| Lot 1161    | 10          | 10        |
| Lot 1162    | 10          | 10        |
| Lot 1163    | 10          | 10        |
| Lot 1164    | 10          | 10        |
| Lot 1165    | 10          | 10        |
| Lot 1166    | 10          | 10        |
| Lot 1167    | 10          | 10        |
| Lot 1168    | 10          | 10        |
| Lot 1169    | 10          | 10        |
| Lot 1170    | 10          | 10        |
| Lot 1171    | 10          | 10        |
| Lot 1172    | 10          | 10        |
| Lot 1173    | 10          | 10        |
| Lot 1174    | 10          | 10        |
| Lot 1201    | 10          | 10        |
| Lot 1202    | 10          | 10        |
| Lot 1203    | 10          | 10        |
| Lot 1204    | 10          | 10        |
| Lot 1205    | 10          | 10        |
| Lot 1206    | 10          | 10        |
| Lot 1207    | 10          | 10        |
| Lot 1208    | 10          | 10        |
| Lot 1209    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
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**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1210    | 10          | 10        |
| Lot 1211    | 10          | 10        |
| Lot 1212    | 10          | 10        |
| Lot 1213    | 10          | 10        |
| Lot 1214    | 10          | 10        |
| Lot 1215    | 10          | 10        |
| Lot 1216    | 10          | 10        |
| Lot 1217    | 10          | 10        |
| Lot 1218    | 10          | 10        |
| Lot 1219    | 10          | 10        |
| Lot 1220    | 10          | 10        |
| Lot 1221    | 10          | 10        |
| Lot 1222    | 10          | 10        |
| Lot 1223    | 10          | 10        |
| Lot 1224    | 10          | 10        |
| Lot 1225    | 10          | 10        |
| Lot 1226    | 10          | 10        |
| Lot 1227    | 10          | 10        |
| Lot 1228    | 10          | 10        |
| Lot 1229    | 10          | 10        |
| Lot 1230    | 10          | 10        |
| Lot 1231    | 10          | 10        |
| Lot 1232    | 10          | 10        |
| Lot 1233    | 10          | 10        |
| Lot 1234    | 10          | 10        |
| Lot 1235    | 10          | 10        |
| Lot 1236    | 10          | 10        |
| Lot 1237    | 10          | 10        |
| Lot 1238    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
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**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1239    | 10          | 10        |
| Lot 1240    | 10          | 10        |
| Lot 1241    | 10          | 10        |
| Lot 1242    | 10          | 10        |
| Lot 1243    | 10          | 10        |
| Lot 1244    | 10          | 10        |
| Lot 1245    | 10          | 10        |
| Lot 1246    | 10          | 10        |
| Lot 1247    | 10          | 10        |
| Lot 1248    | 10          | 10        |
| Lot 1249    | 10          | 10        |
| Lot 1250    | 10          | 10        |
| Lot 1251    | 10          | 10        |
| Lot 1252    | 10          | 10        |
| Lot 1253    | 10          | 10        |
| Lot 1254    | 10          | 10        |
| Lot 1255    | 10          | 10        |
| Lot 1256    | 10          | 10        |
| Lot 1257    | 10          | 10        |
| Lot 1258    | 10          | 10        |
| Lot 1259    | 10          | 10        |
| Lot 1260    | 10          | 10        |
| Lot 1261    | 10          | 10        |
| Lot 1262    | 10          | 10        |
| Lot 1301    | 10          | 10        |
| Lot 1302    | 10          | 10        |
| Lot 1303    | 10          | 10        |
| Lot 1304    | 10          | 10        |
| Lot 1305    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

### Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1306    | 10          | 10        |
| Lot 1307    | 10          | 10        |
| Lot 1308    | 10          | 10        |
| Lot 1309    | 10          | 10        |
| Lot 1310    | 10          | 10        |
| Lot 1311    | 10          | 10        |
| Lot 1312    | 10          | 10        |
| Lot 1313    | 10          | 10        |
| Lot 1314    | 10          | 10        |
| Lot 1315    | 10          | 10        |
| Lot 1316    | 10          | 10        |
| Lot 1317    | 10          | 10        |
| Lot 1318    | 10          | 10        |
| Lot 1319    | 10          | 10        |
| Lot 1320    | 10          | 10        |
| Lot 1321    | 10          | 10        |
| Lot 1322    | 10          | 10        |
| Lot 1323    | 10          | 10        |
| Lot 1324    | 10          | 10        |
| Lot 1325    | 10          | 10        |
| Lot 1326    | 10          | 10        |
| Lot 1327    | 10          | 10        |
| Lot 1328    | 10          | 10        |
| Lot 1329    | 10          | 10        |
| Lot 1330    | 10          | 10        |
| Lot 1331    | 10          | 10        |
| Lot 1332    | 10          | 10        |
| Lot 1333    | 10          | 10        |
| Lot 1334    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1335    | 10          | 10        |
| Lot 1336    | 10          | 10        |
| Lot 1337    | 10          | 10        |
| Lot 1338    | 10          | 10        |
| Lot 1339    | 10          | 10        |
| Lot 1340    | 10          | 10        |
| Lot 1341    | 10          | 10        |
| Lot 1342    | 10          | 10        |
| Lot 1343    | 10          | 10        |
| Lot 1344    | 10          | 10        |
| Lot 1345    | 10          | 10        |
| Lot 1346    | 10          | 10        |
| Lot 1347    | 10          | 10        |
| Lot 1348    | 10          | 10        |
| Lot 1349    | 10          | 10        |
| Lot 1350    | 10          | 10        |
| Lot 1351    | 10          | 10        |
| Lot 1352    | 10          | 10        |
| Lot 1353    | 10          | 10        |
| Lot 1401    | 10          | 10        |
| Lot 1402    | 10          | 10        |
| Lot 1403    | 10          | 10        |
| Lot 1404    | 10          | 10        |
| Lot 1405    | 10          | 10        |
| Lot 1406    | 10          | 10        |
| Lot 1407    | 10          | 10        |
| Lot 1408    | 10          | 10        |
| Lot 1409    | 10          | 10        |
| Lot 1410    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
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**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1411    | 10          | 10        |
| Lot 1412    | 10          | 10        |
| Lot 1413    | 10          | 10        |
| Lot 1414    | 10          | 10        |
| Lot 1415    | 10          | 10        |
| Lot 1416    | 10          | 10        |
| Lot 1417    | 10          | 10        |
| Lot 1601    | 10          | 10        |
| Lot 1602    | 10          | 10        |
| Lot 1603    | 10          | 10        |
| Lot 1604    | 10          | 10        |
| Lot 1605    | 10          | 10        |
| Lot 1606    | 10          | 10        |
| Lot 1607    | 10          | 10        |
| Lot 1608    | 10          | 10        |
| Lot 1609    | 10          | 10        |
| Lot 1610    | 10          | 10        |
| Lot 1611    | 10          | 10        |
| Lot 1612    | 10          | 10        |
| Lot 1613    | 10          | 10        |
| Lot 1614    | 10          | 10        |
| Lot 1615    | 10          | 10        |
| Lot 1616    | 10          | 10        |
| Lot 1617    | 10          | 10        |
| Lot 1618    | 10          | 10        |
| Lot 1619    | 10          | 10        |
| Lot 1620    | 10          | 10        |
| Lot 1621    | 10          | 10        |
| Lot 1622    | 10          | 10        |





# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS649691Y

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1623    | 10          | 10        |
| Lot 1624    | 10          | 10        |
| Lot 1625    | 10          | 10        |
| Lot 1626    | 10          | 10        |
| Lot 1627    | 10          | 10        |
| Lot 1628    | 10          | 10        |
| Lot 1629    | 10          | 10        |
| Lot 1630    | 10          | 10        |
| Lot 1631    | 10          | 10        |
| Lot 1632    | 10          | 10        |
| Lot 1633    | 10          | 10        |
| Lot 1634    | 10          | 10        |
| Lot 1635    | 10          | 10        |
| Lot 1636    | 10          | 10        |
| Lot 1637    | 10          | 10        |
| Lot 1638    | 10          | 10        |
| Lot 1639    | 10          | 10        |
| Lot 1640    | 10          | 10        |
| Lot 1641    | 10          | 10        |
| Lot 1642    | 10          | 10        |
| Lot 1643    | 10          | 10        |
| Lot 1644    | 10          | 10        |
| Lot 1645    | 10          | 10        |
| Lot 1646    | 10          | 10        |
| Lot 1647    | 10          | 10        |
| Lot 1648    | 10          | 10        |
| Lot 1649    | 10          | 10        |
| Lot 1650    | 10          | 10        |
| Lot 1651    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1652    | 10          | 10        |
| Lot 1653    | 10          | 10        |
| Lot 1654    | 10          | 10        |
| Lot 1655    | 10          | 10        |
| Lot 1656    | 10          | 10        |
| Lot 1657    | 10          | 10        |
| Lot 1658    | 10          | 10        |
| Lot 1659    | 10          | 10        |
| Lot 1660    | 10          | 10        |
| Lot 1701    | 10          | 10        |
| Lot 1702    | 10          | 10        |
| Lot 1703    | 10          | 10        |
| Lot 1704    | 10          | 10        |
| Lot 1705    | 10          | 10        |
| Lot 1706    | 10          | 10        |
| Lot 1707    | 10          | 10        |
| Lot 1708    | 10          | 10        |
| Lot 1709    | 10          | 10        |
| Lot 1710    | 10          | 10        |
| Lot 1711    | 10          | 10        |
| Lot 1712    | 10          | 10        |
| Lot 1713    | 10          | 10        |
| Lot 1714    | 10          | 10        |
| Lot 1715    | 10          | 10        |
| Lot 1716    | 10          | 10        |
| Lot 1717    | 10          | 10        |
| Lot 1718    | 10          | 10        |
| Lot 1719    | 10          | 10        |
| Lot 1720    | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1721    | 10          | 10        |
| Lot 1722    | 10          | 10        |
| Lot 1723    | 10          | 10        |
| Lot 1724    | 10          | 10        |
| Lot 1725    | 10          | 10        |
| Lot 1726    | 10          | 10        |
| Lot 1727    | 10          | 10        |
| Lot 1728    | 10          | 10        |
| Lot 1729    | 10          | 10        |
| Lot 1730    | 10          | 10        |
| Lot 1731    | 10          | 10        |
| Lot 1732    | 10          | 10        |
| Lot 1733    | 10          | 10        |
| Lot 1734    | 10          | 10        |
| Lot 1735    | 10          | 10        |
| Lot 1736    | 10          | 10        |
| Lot 1737    | 10          | 10        |
| Lot 1738    | 10          | 10        |
| Lot 1739    | 10          | 10        |
| Lot 1740    | 10          | 10        |
| Lot 1741    | 10          | 10        |
| Lot 1742    | 10          | 10        |
| Lot 1743    | 10          | 10        |
| Lot 1744    | 10          | 10        |
| Lot 1745    | 10          | 10        |
| Lot 1746    | 10          | 10        |
| Lot 1747    | 10          | 10        |
| Lot 1748    | 10          | 10        |
| Lot 1801    | 10          | 10        |



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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1802    | 10          | 10        |
| Lot 1803    | 10          | 10        |
| Lot 1804    | 10          | 10        |
| Lot 1805    | 10          | 10        |
| Lot 1806    | 10          | 10        |
| Lot 1807    | 10          | 10        |
| Lot 1808    | 10          | 10        |
| Lot 1809    | 10          | 10        |
| Lot 1810    | 10          | 10        |
| Lot 1811    | 10          | 10        |
| Lot 1812    | 10          | 10        |
| Lot 1813    | 10          | 10        |
| Lot 1814    | 10          | 10        |
| Lot 1815    | 10          | 10        |
| Lot 1816    | 10          | 10        |
| Lot 1817    | 10          | 10        |
| Lot 1818    | 10          | 10        |
| Lot 1819    | 10          | 10        |
| Lot 1820    | 10          | 10        |
| Lot 1821    | 10          | 10        |
| Lot 1822    | 10          | 10        |
| Lot 1823    | 10          | 10        |
| Lot 1824    | 10          | 10        |
| Lot 1825    | 10          | 10        |
| Lot 1826    | 10          | 10        |
| Lot 1827    | 10          | 10        |
| Lot 1828    | 10          | 10        |
| Lot 1829    | 10          | 10        |
| Lot 1830    | 10          | 10        |



# Department of Environment, Land, Water & Planning

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| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 1831    | 10          | 10        |
| Lot 1832    | 10          | 10        |
| Lot 1833    | 10          | 10        |
| Lot 1834    | 10          | 10        |
| Lot 1835    | 10          | 10        |
| Lot 1836    | 10          | 10        |
| Lot 1837    | 10          | 10        |
| Lot S28     | 100         | 1         |
| Total       | 8920.00     | 8821.00   |

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.

## Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

|                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------|
| <b>Owners Corporation No.</b>                                                                                                                                                                                                                                                                                                                                        | Owners Corporation No. 1 PS 649691Y                             |                                         |
| <b>Prepared for:</b>                                                                                                                                                                                                                                                                                                                                                 | Lot 1642                                                        | 9 Gossamer Way<br>Mickleham<br>VIC 3064 |
| <b>Postal Address:</b>                                                                                                                                                                                                                                                                                                                                               | Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027 |                                         |
| <b>Vendor</b>                                                                                                                                                                                                                                                                                                                                                        | Steven Raymond Patterson & Melina Alessi                        |                                         |
| <b>Purchaser:</b>                                                                                                                                                                                                                                                                                                                                                    | Not Known                                                       |                                         |
| <b>Applicant:</b>                                                                                                                                                                                                                                                                                                                                                    | Infotrack on behalf of Melbourne Real Estate Conveyancing       |                                         |
| <b>Applicant Reference:</b>                                                                                                                                                                                                                                                                                                                                          | 24/3094AJ                                                       |                                         |
| <p><b>IMPORTANT:</b> The information in this certificate has been issued on<br/><b>13 November 2024</b></p> <p>The information contained within this certificate is only valid as of its date of issue.<br/>An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.</p> |                                                                 |                                         |
| This Certificate has been issued for Lot 1642 on Owners Corporation No. 1 PS649691Y                                                                                                                                                                                                                                                                                  |                                                                 |                                         |

- The present annual fees for the financial year 2023/2024 for the lot is \$619.52 payable on a quarterly basis  
**Please note:**  
*At the Annual General Meeting, held on 2nd November 2023, owners present approved the Proposed Administration and Maintenance Budget for the fiscal year 1st July 2023 to 30th June 2024.*  
  
*To meet the budget amount, each owner is responsible to pay Owners Corporation fees totalling \$619.52 by the end of the financial year (30 June 2024).*  
  
*Presently, owners have only been charged \$248.74 as follows:*
  - \$124.37 for the period of 01/07/2023 to 30/09/2023
  - \$124.37 for the period of 01/10/2023 to 31/12/2023

*Therefore, the outstanding balance to be raised for the remaining fiscal period is \$370.78 (\$619.52 - \$248.74)*

*This amount will be distributed across the remaining two quarters as follows:*
  - \$185.39 for the period of 01/01/2024 to 31/03/2024
  - \$185.39 for the period of 01/04/2024 to 30/06/2024

| Due Date   | Period                   | Amount   |
|------------|--------------------------|----------|
| 01/07/2023 | 01/07/2023 to 30/09/2023 | \$124.37 |
| 01/10/2023 | 01/10/2023 to 31/12/2023 | \$124.37 |
| 01/01/2024 | 01/01/2024 to 31/03/2024 | \$185.39 |

|            |                          |          |
|------------|--------------------------|----------|
| 01/04/2024 | 01/01/2024 to 30/06/2024 | \$185.39 |
| 01/07/2024 | 01/07/2024 to 30/09/2024 | \$152.78 |
| 01/10/2024 | 01/10/2024 to 31/12/2024 | \$152.78 |

2. The fees are paid up until **31/12/2024**. *Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.*
3. The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **Nil**  
**This lot is in credit by the amount of \$0.59**  
**Please refer to the attached Current Owner Account Statement for a detailed breakdown.**
4. The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

| Due Date | Amount | Details |
|----------|--------|---------|
| Nil      | Nil    | Nil     |

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are: -  
**None known as of the date of this certificate.**
6. The Owners Corporation has the following insurance cover:  
**Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency**  
**Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation.**
7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.  
**In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.**
8. The total funds held by the Owners Corporation as at **13 November 2024** are:

| Fund                | Amount       |
|---------------------|--------------|
| Administrative Fund | -\$86,528.09 |
| Maintenance Fund    | \$258,236.74 |
| Investments         | \$162,880.36 |

9. The Owners Corporation **does not** have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and/or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and/or any insurance policy premium, if required a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.

10. As of **13 November 2024** there is a total amount of **\$164,111.41** of fees and levies owing to the Owners Corporation in arrears.

**RESOLUTION:** That the Owners Corporation resolve to engage Pelham Legal, to commence fee recovery action within the Magistrates Court, in line with the attached Fees and Costs Ready Reckoner and that applications apply to those members in arrears of more than \$500.00.

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:

**The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.**

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

- **Club Trillium - Life Fitness Commercial Lease Agreement for Gym Equipment**
- **Club Trillium - Quantum CM Solutions – Residential Club Management Agreement**
- **Quantum United Management – Owners Corporation Management Agreement**

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows: -  
**None known as of the date of this certificate.**

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?  
**There are no notices or orders as of the date of this certificate.**

15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other information:

**Vendors are to handover any/all access proximity swipe access cards to the Club Trillium that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.**

**IMPORTANT:**

As an owner within Trillium, there are various governing documents attached to your title requiring each owner to ensure the construction of their home complies with the Trillium Design Guidelines. Both Quantum and the owners corporation are not responsible for enforcing the Design Guidelines.

For further information refer to your contract of sale and/or sales agent.

18. The following attachments are linked to this certificate:

- Attachment 1: Minutes of the last Annual General Meeting
- Attachment 2: Owners Corporation Insurance Certificate of Currency
- Attachment 3: Owners Corporation Model Rules



- Attachment 4: Owners Corporation Registered Rules
- Attachment 5: Owners Corporation Building & Design Guidelines
- Attachment 6: Change of Owner Details Form

**All information provided within this certificate is correct to the best of our knowledge as of the date it has been issued and is strictly valid on its day of issue.**

**An update on this certificate will be provided (items 1 – 5) for a fee of \$50.00 incl. GST within 60 days of the issue date. Once expired, an application must be made for a new certificate.**

Content contained therein in this certificate may be subject to change without notice and furthermore, no other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 1 PS649691Y by:



**Shyam Mahesh**

**Dated: 13 November 2024**

*In the capacity as Owners Corporation Manager pursuant to the instrument of delegation made by the Owners Corporation.*

**Quantum United Management Pty Ltd**

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: [trilium@quantumunited.com.au](mailto:trilium@quantumunited.com.au)

# STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

## SCHEDULE 3

*Owners Corporations Regulations 2018 Regulation 17*

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an Owners Corporation?**

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### **Management of an Owners Corporation**

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE  
RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

14/11/2023

**Annual General Meeting Summary Report of  
Name of Owners Corporation No.1 of PS649691Y  
TRILLIUM**

Dear Owners,

Thank you to all of those that were able to attend the AGM held via Virtual Meeting - Zoom Platform at 6:00 pm on Thursday 2<sup>nd</sup> November 2023.

This summary report has been put together to provide an overview of the AGM information and key items that were discussed by members at the AGM. Enclosed you will find a copy of your AGM minutes, please review the minutes and if you have any questions feel free to contact the office of Quantum United Management. All AGM documentation and these minutes will be available on the Trillium Community App.

**ANNUAL ACCOUNTS**

Quantum United Management prepared the Trillium Financial Statements as at 30<sup>th</sup> June 2023 and financial accounts were audited by Stannards. The audited accounts are available on your Community App. The accounts reflect an operating deficit of \$106,406.92 in the Administrative Fund and operating surplus of \$33,854.84 in the Maintenance Fund.

**Insurance Valuation Report**

The Manager advised that a prescribed Owners Corporation must obtain a valuation of all Buildings that it is liable to insure. This valuation must be obtained every five years or earlier as determined by the Owners Corporation.

An Insurance Valuation Report was obtained on 14/09/2018 for Owners Corporation No. PS649691Y and the replacement value for insurance purposes of the buildings and other improvements was assessed at \$5,463,459.00. It was resolved at the AGM to obtain a new insurance valuation.

**OWNERS CORPORATION BUDGET**

The approved budget for 2023/2024 reflects an increase in the annual fees for a standard residential lot by 20% compared to the previous financial year. As per the approved budget, the total annual fees (both admin and maintenance) is \$619.53.

Regards,



Shyam Mahesh  
**Client Manager**  
**Quantum United Management**  
*For and on behalf of PS649691Y*

**NOTICE OF INTERIM RESOLUTIONS OF THE  
ANNUAL GENERAL MEETING OF OWNERS CORPORATION  
No.1 PLAN OF SUBDIVISION PS649691Y**

This notice serves as notice as required under section 78 (2 & 3) of the Owners Corporation Act 2006.

Interim resolutions become resolutions of the Owners Corporation:

- a. subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b. if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- c. if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

**Note:**

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28-day period.

**MINUTES OF THE ANNUAL GENERAL MEETING  
OF OWNERS CORPORATION No. 1 PLAN OF SUBDIVISION PS649691Y HELD ON**

**Date:** 02/11/2023

**Time:** 6:00 pm

**Place:** Virtual Meeting via Zoom Platform

**Meeting Opened at 6:06 pm**

**1. Attendances & Apologies**

**Lot Owner/s present & eligible to vote:**

| Lot Number | Lot Owner Name                         |
|------------|----------------------------------------|
| 217        | Keaten Scott                           |
| 221        | Roxanne Glans                          |
| 253        | Christelle Calderwood                  |
| 306        | Jean Morris                            |
| 323        | Surekha Fernandez and Gordon Fernandez |
| 609        | Amanda Williams                        |
| 613        | Sarah Beattie                          |
| 710        | Louis Dargengo                         |
| 751        | Sebastian Ganci                        |
| 1404       | Sharad Kapoor                          |

**Also Present:**

Shyam Mahesh - Client Manager representing Quantum United Management Pty Ltd.  
Jonathan Smith- General Manager representing Quantum United Management Pty Ltd.  
Mikaela Seychell- Client Manager Associate representing Quantum United Management Pty Ltd.

**Apologies:**

Lot 115- Antonio Politi

**2. Proxies**

**Owners represented by proxy & eligible to vote:**

| Lot owners who provided a proxy: | Proxy in favour of:   |
|----------------------------------|-----------------------|
| Lot 115- Antonio Politi          | Christelle Calderwood |
| Lot 529- Annette Joytika Charan  | Jonathan Kerr         |

**3. Quorum & Entitlement to Vote**

A Quorum was not achieved but the members agreed to proceed with the meeting in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions.

**4. Chairperson of the AGM**

Members present agreed to appoint Shyam Mahesh of Quantum United Management as the Chair of the Annual General Meeting.

**5. Acceptance of Minutes**

**RESOLUTION:** It was resolved that the Minutes of the previous Annual General Meeting held on 26<sup>th</sup> September 2022 be adopted as a true and correct record.

*Motion carried by simple majority*

**6. Reports**

**6.1 Manager's Report / Section 126 of the Owners Corporation Act 2006**

The Manager's report was provided within the AGM documentation issued to the members and was taken as read. The Manager provided a verbal summary of the report.

**6.2 Committee Report / Section 115 of the Owners Corporation Act 2006**

The Committee report was provided within the AGM documentation issued to the members and was taken as read.

**6.3 Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006**

The Manager confirmed that Pursuant to Section 159 of the Owners Corporation Act the Owners Corporation is required to provide a report in relation to the details of any dispute under this section within the reporting period and was pleased to note no disputes have been raised.

|                                                                                                           |   |
|-----------------------------------------------------------------------------------------------------------|---|
| Number of Complaints made under Division 1 of Part 10 of the Owners Corporation Act 2006:                 | 0 |
| Nature of complaints:                                                                                     | - |
| Number of Complaints on which action was taken:                                                           | 0 |
| Nature of matter in respect of action being taken:                                                        | - |
| Number of matters in which an application was made to VCAT (Victorian Civil and Administrative Tribunal): | 0 |
| Nature of matters in which an application was made to VCAT:                                               | - |
| Outcome of matters in which an application was made to VCAT :                                             | - |

#### 6.4 Maintenance Plan Report

The Manager advised that the approved Maintenance Plan for Owners Corporation No. 1 PS649691Y is available to be viewed on the Trillium Community app. It outlines projected expenditure across the next four years and the Maintenance Fund Fees required to be invoiced and set aside funds for this expenditure. Details on the forecast expenditure for 2023/2024 and expenses during the financial year 2022/2023 are outlined within the Manager's Report.

The Manager provided a quick overview of the Maintenance Funds at the end of the financial year:

O/C No.PS649691Y Maintenance Fund Financial Statement 2022/2023:

|                         |              |
|-------------------------|--------------|
| <b>Opening Balance:</b> | \$338,387.18 |
| <b>Total Income:</b>    | \$33,854.85  |
| <b>Expenditure:</b>     | \$0.00       |
| <b>Closing Balance:</b> | \$372,242.03 |

Forecast Expenditure 2023/2024:

In accordance with the approved Maintenance Plan of the Owners Corporation No.PS649691Y there is forecast expenditure of \$52,488.64 inclusive of GST for the below listed items: Please note, works will be discussed with committee members and undertaken once approval is received.

- Road Repairs
- Landscaping
- Electricals & Fittings
- Plumbing & Fittings
- Storm Water Soakage Pits
- Painting

#### 6.5 Insurance Valuation Report

The Manager advised that a prescribed Owners Corporation must obtain a valuation of all Buildings that it is liable to insure. This valuation must be obtained every five years or earlier as determined by the Owners Corporation. An Insurance Valuation Report was obtained on 14/09/2018 for Owners Corporation No. PS649691Y and the replacement value for insurance purposes of the buildings and other improvements was assessed at \$5,463,459.00.

**RESOLUTION:** It was resolved that the Owners Corporation obtain a new insurance valuation of common property buildings and structures that it is liable to insure, and that the Owners Corporation resolve to amend the building sum insured in line with the recommended valuation.

*Motion carried by simple majority.*

**6.6 Safety Assessment Report**

The Manager advised that a safety assessment audit was carried out on 24<sup>th</sup> of April 2023 by a specialist consultant and the report prepared was provided to the committee. Of the several items listed, some were undertaken immediately by the Club Management team, and we await committee's direction on the remaining items. Some of the completed items are: slip test conducted, rug removed, pavers removed, chargers test a tagged completed, timber frame removed and curbs painted.

**7. Finance:**

**7.1 Annual Financial Statements for the period ending 30/06/2023**

The Manager advised that the financials for the year ending 30/06/2023 resulted in an operating deficit of \$106,406.92 within the Administration fund and an operating Surplus of \$33,854.84 within the Maintenance Fund.

**RESOLUTION:** It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 1<sup>st</sup> July 2022 to 30<sup>th</sup> June 2023.

*Motion carried by simple majority.*

**7.2 Owners Corporation Budget for the period 1<sup>st</sup> July 2023 to 30<sup>th</sup> June 2024 (enclosed)**

The Manager advised that this Owners Corporation and its members have numerous obligations pursuant to Section 4 of the Owners Corporation Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance obligations and all other obligations under the Subdivision Act 1988, Owners Corporation Act 2006, Owners Corporation Regulations 2018, Model Rules and the Owners Corporation's Registered Rules and all other applicable laws.

The Owners Corporation must prepare and approve a budget and set fees to ensure there is sufficient income to meet all of the expenditures related to these obligations.

Each owner will receive a fee notice with one amount that will also show a breakdown of the Administrative Fund and Maintenance Fund fee portions where applicable.

The annual financial year for this Owners Corporation is 1st July to 30th June each year.

**RESOLUTION:** It was resolved that the Owners Corporation adopt the proposed budget for the financial year **1st July 2023 to 30th June 2024**.

*Motion carried by simple majority.*



### 7.3 Owners Corporation Fees

The Manager noted that the fee for the period 01/07/2023 to 31/12/2023 has been pre-issued based on the last year's budget. Following the approval of this year's budget the next two quarterly fees will be adjusted to reflect the new budget.

The proposed budget for the 2023/2024 financial year is predominantly similar to the prior year aside from the following differences:

- Increase in operational expenses such as essential services, pool services and cleaning of gym equipment in line with the contracts and agreements in place.
- Increases in utility allowances such as electricity, gas, waste management and water and sewerage charges.
- Increase in Facility Management and the Owners Corporation Management Fees in line with the Contract of Appointment

#### i) Administrative Fund

**RESOLUTION:** The Owners Corporation resolved that, the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing 1<sup>st</sup> July 2023, be struck in the amount of **\$449,478.77** plus GST as per the approved budget.

*Motion carried by simple majority.*

#### ii) Maintenance Fund

**RESOLUTION:** The Owners Corporation resolved that, the annual Maintenance Fund Owners Corporation Fees for the period of 12 months commencing 1<sup>st</sup> July 2023, be struck in the amount of \$47,329.49 plus GST as per the approved budget.

*Motion carried by simple majority.*

### 7.4 Pre-issue of Owners Corporation Fees for the period of 01/07/2024 to 31/12/2024

Due to the timing of the 2024 Annual General Meeting, the first two quarterly fee periods of the following financial year, being 01/07/2024 to 30/06/2025, fall due before the budget can be adopted.

Therefore, the fees for the first two quarters, being 01/07/2024 to 30/09/2024 with a due date of 01/07/2024 and 01/10/2024 to 31/12/2024 with a due date of 01/10/2024 is proposed as pre-issued quarterly levy contributions.

|                                                                               |          |
|-------------------------------------------------------------------------------|----------|
| "Proposed **Pre-Issue Quarterly Levy Contribution (incl. GST) per quarter * " |          |
| OC Fees for 01/07/2024 to 30/09/2024                                          | \$154.88 |
| OC Fees for 01/10/24 to 31/12/2024                                            | \$154.88 |

\*\*\*Pre-issue of fees are based on the 2023/2024 budget.

**RESOLUTION:** It was resolved that the Owners Corporation Fees for the first two quarterly fee contribution period of the financial year 01/07/2024 to 30/09/2024 and 01/10/2024 to 31/12/2024 be pre-issued and that these fees be set based on lot liability for the Administration Fund and Maintenance Fund, payable quarterly in advance on 01/07/2024 and 01/10/2024.

*Motion carried by simple majority.*

### 7.5 Penalty Interest on Arrears

**RESOLUTION:** It was resolved that pursuant to Section 29 of the Owners Corporation Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners



Corporation after the due date.

The current interest rate is 10.0%.

*Motion carried by simple majority.*

**7.6 Waiving of Penalty Interest on Arrears**

**RESOLUTION:** THAT the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

*Motion carried by simple majority.*

**7.7 Debt Recovery**

The Manager advised that the Owners Corporation need to approve the engagement of a debt recovery firm to commence VCAT action or enforce any Magistrates Court Orders that have not been paid in full, this may involve costs that will be raised against the lot for recovery. The action may include the engagement of the Sheriff, Summons to Oral Examination, garnishee of wages or bank accounts, bankruptcy action or foreclosure on assets.

**RESOLUTION:** It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

*Motion carried by simple majority.*

**7.8 Cost Recovery**

**RESOLUTION:** It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation.

*Motion carried by simple majority.*

**8. Insurance:**

**8.1 Review of Current Insurance Cover:**

**RESOLUTION:** It was resolved that the Insurance cover details for the Owners Corporation required by Division 6 of the Owners Corporation Act 2006 be noted, details of which are outlined below, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below:

|                                                              |                                         |
|--------------------------------------------------------------|-----------------------------------------|
| <b>Name of Company</b>                                       | <b>CHU Residential Strata Insurance</b> |
| No. of Policy                                                | HU0006086384                            |
| Insured                                                      | Owners Corporation Plan No PS649691Y    |
| Renewal Date                                                 | 3 July 2024                             |
| Buildings Covered - Community Building                       | \$ 5,736,632.00                         |
| Common Area Contents                                         | \$ 300,312.00                           |
| Loss of Rent & Temporary Accommodation                       | \$ 860,494.00                           |
| Liability to Others – Sum Insured                            | \$ 20,000,000.00                        |
| Voluntary Workers - Death                                    | \$200,000.00                            |
| Voluntary Workers - Total Disablement                        | \$2,000.00 per week                     |
| Fidelity Guarantee – Sum Insured                             | \$ 250,000.00                           |
| Office Bearers Legal Liability – Sum Insured                 | \$5,000,000.00                          |
| Machinery Breakdown -Sum Insured                             | \$100,000.00                            |
| Catastrophe Insurance – Sum Insured                          | \$860,494.00                            |
| Extended Cover- Loss of Rent & Temporary Accommodation       | \$129,074.00                            |
| Escalation in Cost of Temporary Accommodation                | \$43,024.00                             |
| Cost of Removal, Storage and Evacuation                      | \$43,024.00                             |
| Government Audit Costs                                       | \$25,000                                |
| Appeal Expenses – Common Property health and safety breaches | \$100,000                               |
| Legal Defence Expenses                                       | \$50,000.00                             |
| Flood Cover is included                                      |                                         |

*Motion carried by simple majority.*

The Manager advised the Members that the Owners Corporation Building Policy **DOES NOT** provide protection for privately owned fittings, including carpets, temporary floors, walls, ceiling coverings, curtains, blinds and light fittings or fixtures removable by a lessee regardless of the cause of the damage or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place, commonly referred to as Contents Insurance/Landlords Cover.

### **STANDING DIRECTION (INSURANCE RENEWAL)**

The Manager also advised the members that in order for Quantum United Management Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be provided to Quantum United Management Pty Ltd. The insurance policy will be renewed at the "suggested" rate of cover indicated as per the insurer's recommendation on the renewal notice or as per the value recommended of a Valuation Report.

The information provided to the members is deemed to be given as General Advice only.  
The PDS for this policy can be obtained from the community app, or by contacting our office.

## **9. Owners Corporation No. PS649691Y Committee**

The Manager advised that information has been received from a pre-eminent Owners Corporation lawyer, to implement a new procedure for the election of members of the Committee of Owners Corporations that isn't limited to the appointment of a committee as a collective, but one where the individual members/ nominees are elected, considered to be a more accurate interpretation of the Act's intent.

The effect of the changed election procedure from previous years is that each owner or proxy holder that nominates will be voted individually by the members present. The candidate for the committee is elected if they receive a majority vote of the owners present. Where there are more than 7 nominations that each receive a simple majority vote in favour – those with the most votes in favour will be elected.

The current committee members are:

Christelle Calderwood  
Jonathan Kerr

Sarah Beattie  
Poonamjeet Fernandes

Antonio Politi

### **9.1 Election of Owners Corporation No. PS649691Y Committee:**

#### **Committee Member 1:**

**RESOLUTION:** It was resolved that Jonathan Kerr (Proxy of Lot 529) is elected onto the committee of Owners Corporation PS649691Y as passed by the preferential voting method.

*Motion carried by simple majority.*

#### **Committee Member 2:**

**RESOLUTION:** It was resolved that Christelle Calderwood is elected onto the committee of Owners Corporation PS649691Y as passed by the preferential voting method.

*Motion carried by simple majority*

#### **Committee Member 3:**

**RESOLUTION:** It was resolved that Sarah Beattie is elected onto the committee of Owners Corporation PS649691Y as passed by the preferential voting method.

*Motion carried by simple majority*

#### **Committee Member 4:**

**RESOLUTION:** It was resolved that Roxanne Glans is elected onto the committee of Owners Corporation PS649691Y as passed by the preferential voting method.

*Motion carried by simple majority*

**Committee Member 5:**

**RESOLUTION:** It was resolved that Antonio Politi is elected onto the committee of Owners Corporation PS649691Y as passed by the preferential voting method.

*Motion carried by simple majority*

- 10. Other business (for discussion only):**  
No other business was discussed.
- 11. Close of Meeting**  
Meeting closed at 6:54pm

## Current Owner Account

Steven Raymond Patterson & Melina Alessi

Lot 1642 Unit 9

Trillium OC PS649691Y

Trillium, 11/19 Trillium Boulevard, Mickleham VIC 3064

Purchased: 18/10/2022 UE / AE: 0 / 0.00

| Date       | Details                                                            | Administrative<br>Fund due/paid | Maintenance<br>Fund due/paid | Unallocated | Interest<br>paid | Total   | Balance<br>(-)prepaid |
|------------|--------------------------------------------------------------------|---------------------------------|------------------------------|-------------|------------------|---------|-----------------------|
|            | Balance brought forward                                            | 0.00                            | 0.00                         | 0.00        |                  | 0.00    | 0.00                  |
| 1/01/2023  | OC Fees 01.01.23 to 31.03.23                                       | 114.83                          | 9.54                         | 0.00        | 0.00             | 124.37  | 124.37                |
| 3/01/2023  | Levy payment for 1642/PS649691Y                                    | -114.83                         | -9.54                        | 0.00        | 0.00             | -124.37 | 0.00                  |
| 14/02/2023 | Levy payment for 1642/PS649691Y                                    | -132.00                         | 0.00                         | 0.00        | 0.00             | -132.00 | -132.00               |
| 14/02/2023 | Levy payment for 1642/PS649691Y                                    | -200.00                         | 0.00                         | 0.00        | 0.00             | -200.00 | -332.00               |
| 15/02/2023 | Lot 1642: Owner - Function room<br>booking bond for 19.03.2023     | 200.00                          | 0.00                         | 0.00        | 0.00             | 200.00  | -132.00               |
| 15/02/2023 | Lot 1642: Owner - function room<br>booking cleaning for 19.03.2023 | 132.00                          | 0.00                         | 0.00        | 0.00             | 132.00  | 0.00                  |
| 1/04/2023  | OC Fees 01.04.23 to 30.06.23                                       | 114.83                          | 9.54                         | 0.00        | 0.00             | 124.37  | 124.37                |
| 13/04/2023 | Levy payment for 1642/PS649691Y                                    | -114.83                         | -9.54                        | 0.00        | 0.00             | -124.37 | 0.00                  |
| 9/05/2023  | Levy payment for 1642/PS649691Y                                    | -132.00                         | 0.00                         | 0.00        | 0.00             | -132.00 | -132.00               |
| 9/05/2023  | Levy payment for 1642/PS649691Y                                    | -200.00                         | 0.00                         | 0.00        | 0.00             | -200.00 | -332.00               |
| 12/05/2023 | Lot 1642: Owner - Function room<br>booking for 04.06.2023          | 200.00                          | 0.00                         | 0.00        | 0.00             | 200.00  | -132.00               |
| 12/05/2023 | Lot 1642: Owner - Function room<br>cleaning for 04.06.2023         | 132.00                          | 0.00                         | 0.00        | 0.00             | 132.00  | 0.00                  |
| 1/07/2023  | OC Fees 01.07.23 to 30.09.23                                       | 114.83                          | 9.54                         | 0.00        | 0.00             | 124.37  | 124.37                |
| 11/09/2023 | Levy payment for 1642/PS649691Y                                    | -112.56                         | -9.35                        | 0.00        | 2.46             | -124.37 | 2.46                  |
| 13/09/2023 | Lot 1642: Credit adjustment for<br>admin fund                      | -2.27                           | 0.00                         | 0.00        | 0.00             | -2.27   | 0.19                  |
| 13/09/2023 | Lot 1642: Credit adjustment for<br>maintenance fund                | 0.00                            | -0.19                        | 0.00        | 0.00             | -0.19   | 0.00                  |
| 1/10/2023  | OC Fees 01.10.23 to 31.12.23                                       | 114.83                          | 9.54                         | 0.00        | 0.00             | 124.37  | 124.37                |
| 20/10/2023 | Levy payment for 1642/PS649691Y                                    | -114.83                         | -9.54                        | 0.00        | 0.00             | -124.37 | 0.00                  |
| 1/01/2024  | OC Fees - 01.01.24 to 31.03.24                                     | 165.43                          | 19.97                        | 0.00        | 0.00             | 185.40  | 185.40                |
| 3/01/2024  | Levy payment for 1642/PS649691Y                                    | -165.43                         | -19.97                       | 0.00        | 0.00             | -185.40 | 0.00                  |
| 8/03/2024  | Levy payment for 1642/PS649691Y                                    | -165.43                         | -19.97                       | 0.00        | 0.00             | -185.40 | -185.40               |
| 1/04/2024  | OC Fees - 01.04.24 to 30.06.24                                     | 165.43                          | 19.97                        | 0.00        | 0.00             | 185.40  | 0.00                  |
| 1/07/2024  | OC Fees - 01.07.24 to 30.09.24                                     | 140.13                          | 14.76                        | 0.00        | 0.00             | 154.89  | 154.89                |
| 3/07/2024  | Lot 1642: Lot owner function<br>booking 4th August 24              | 200.00                          | 0.00                         | 0.00        | 0.00             | 200.00  | 354.89                |
| 3/07/2024  | Levy payment for 1642/PS649691Y                                    | -332.00                         | 0.00                         | 0.00        | 0.00             | -332.00 | 22.89                 |
| 4/07/2024  | Lot 1642: Function Cleaning<br>booking 4th August 24               | 132.00                          | 0.00                         | 0.00        | 0.00             | 132.00  | 154.89                |
| 17/09/2024 | Levy payment for 1642/PS649691Y                                    | -280.26                         | -29.52                       | -0.59       | 3.31             | -313.68 | -155.48               |
| 1/10/2024  | OC Fees - 01.10.24 to 31.12.24                                     | 140.13                          | 14.76                        | 0.00        | 0.00             | 154.89  | -0.59                 |

| Date       | Details                             | Administrative<br>Fund due/paid | Maintenance<br>Fund due/paid | Unallocated | Interest<br>paid | Total | Balance<br>(-)prepaid |
|------------|-------------------------------------|---------------------------------|------------------------------|-------------|------------------|-------|-----------------------|
| 12/11/2024 | Current balances excluding interest |                                 |                              |             |                  |       |                       |
|            | Administrative Fund                 |                                 | 0.00                         |             |                  |       |                       |
|            | Maintenance Fund                    |                                 | 0.00                         |             |                  |       |                       |
|            | Unallocated Money Fund              |                                 | -0.59                        |             |                  |       |                       |
|            |                                     |                                 | -0.59                        |             |                  |       |                       |
|            | Interest due as at 12/11/2024       |                                 | 0.00                         |             |                  |       |                       |
|            | Current balance including interest  |                                 | -0.59                        |             |                  |       |                       |

## CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

| LOT DETAILS                                       |                             |                             |
|---------------------------------------------------|-----------------------------|-----------------------------|
| Lot Number:                                       |                             |                             |
| Lot Street Address:                               |                             |                             |
| Company (if applicable):                          |                             |                             |
| OWNER DETAILS                                     |                             |                             |
| Owner Name 1:                                     |                             |                             |
| Mailing Address:                                  |                             |                             |
| E-mail Address 1:                                 |                             |                             |
| Mobile:                                           |                             |                             |
| Business:                                         |                             | After Hours:                |
| Owner Name 2:                                     |                             |                             |
| Mailing Address:<br>(if different from owner 1)   |                             |                             |
| E-mail Address 2:                                 |                             |                             |
| Mobile:                                           |                             |                             |
| Business:                                         |                             | After Hours:                |
| AGENT DETAILS<br>(if applicable)                  |                             |                             |
| Agency Name:                                      |                             |                             |
| Agency Address:                                   |                             |                             |
| Contact person:                                   |                             | Agent Phone:                |
| Agent Email:                                      |                             |                             |
| ADDRESS FOR FEE NOTICES, OTHER DOCUMENTS ETC.     |                             |                             |
| Fee Notices to - Please indicate: Owner or Agent  | <input type="radio"/> Owner | <input type="radio"/> Agent |
| Other Documents - Please indicate: Owner or Agent | <input type="radio"/> Owner | <input type="radio"/> Agent |

Dated: \_\_\_\_\_

Signature of owner/s 1: \_\_\_\_\_

Signature of owner/s 2: \_\_\_\_\_

Please return the completed form to Quantum United Management  
Suite 12, Level 2, 100 Overton Road, Williams Landing, Vic, 3027  
or via email to: [info@quantumunited.com.au](mailto:info@quantumunited.com.au)

**Note:** It is the responsibility of a lot owner who sells and a person who acquires a lot to advise our office of any changes in ownership within one month of settlement. Owners who have not occupied their property for more than three months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

|                            |                                             |
|----------------------------|---------------------------------------------|
| <b>Policy No</b>           | <b>HU0006086384</b>                         |
| <b>Policy Wording</b>      | CHU RESIDENTIAL STRATA INSURANCE PLAN       |
| <b>Period of Insurance</b> | 03/07/2024 to 03/07/2025 at 4:00pm          |
| <b>Plan Number</b>         | 649691Y                                     |
| <b>The Insured</b>         | OWNERS CORPORATION PLAN NO. PS - 649691Y    |
| <b>Situation</b>           | 11-19 TRILLIUM BOULEVARD MICKLEHAM VIC 3064 |

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$6,541,500  
Common Area Contents: \$315,328  
Loss of Rent & Temporary Accommodation (total payable): \$981,225

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

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

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$981,225  
Extended Cover - Loss of Rent & Temporary Accommodation: \$147,183  
Escalation in Cost of Temporary Accommodation: \$49,061  
Cost of Removal, Storage and Evacuation: \$49,061

##### 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

18/06/2024

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.



Trillium<sup>∞</sup>

MICKLEHAM

## Design Guidelines

## Table of Contents

|                                                   |    |
|---------------------------------------------------|----|
| 1. INTRODUCTION.....                              | 3  |
| 1.1 PURPOSE & STATUS OF THE GUIDELINES.....       | 3  |
| 1.2 OBJECTIVES OF DESIGN .....                    | 3  |
| 1.3 OPERATION .....                               | 3  |
| 1.4 TIMING OF THE CONSTRUCTION OF YOUR HOME ..... | 4  |
| 2. SUBMISSION OF DOCUMENTS TO THE DAP .....       | 5  |
| 2.1 RE-SUBMISSION.....                            | 5  |
| 2.2 APPROVAL .....                                | 5  |
| 2.3 BUILDING PERMIT .....                         | 5  |
| 2.4 CONSTRUCTION.....                             | 6  |
| 3. SITING & ORIENTATION.....                      | 6  |
| 3.1 CONSIDERATIONS .....                          | 7  |
| 3.2 LAND USE .....                                | 7  |
| 3.3 HOUSE ORIENTATION .....                       | 7  |
| 3.4 DWELLING ARTICULATION .....                   | 7  |
| 3.5 BUILDING ENVELOPES AND SETBACKS .....         | 8  |
| 3.6 BUILDING HEIGHT.....                          | 9  |
| 3.6 SLOPE CONSIDERATIONS .....                    | 10 |
| 3.7 SITE COVERAGE .....                           | 10 |
| 4.1 ARCHITECTURAL STYLE.....                      | 11 |
| 4.2 MATERIALS AND COLOURS.....                    | 11 |
| 4.3 DWELLING SIZE.....                            | 12 |
| 4.4 TERRACE DUPLEX SYLE DWELLINGS.....            | 12 |
| 4.5 TWO STOREY DWELLINGS .....                    | 12 |
| 4.6 CORNER ALOTMENTS.....                         | 13 |
| 4.7 ENERGY EFFICIENCY.....                        | 13 |
| 4.8 ROOFS.....                                    | 13 |
| 4.9 GARAGES.....                                  | 13 |
| 4.10 OVERSHADOWING.....                           | 15 |
| 4.11 PRIVACY AND OVERLOOKING.....                 | 16 |
| 5. EXTERNAL CONSIDERATIONS .....                  | 17 |
| 5.1 ACCESS AND DRIVEWAYS.....                     | 17 |
| 5.2 FENCES.....                                   | 17 |
| 5.3 WATER SAVING INITIATIVES .....                | 18 |
| 5.4 LETTERBOXES .....                             | 18 |
| 5.5 GENERAL .....                                 | 18 |
| 5.6 LANDSCAPING AND TREE PROTECTION .....         | 20 |
| 5.7 CONSTRUCTION MANAGEMENT .....                 | 21 |
| 5.8 BROADBAND NETWORK .....                       | 21 |
| 6. NOTES AND DEFINITIONS.....                     | 23 |
| 7. BUILDING ENVELOPES.....                        | 25 |
| 8. APPLICATION FORM & CHECK LIST .....            | 26 |

# 1. INTRODUCTION

The Trillium Design Guidelines have been established to protect your investment and ensure that all homes within the community are designed and constructed to a standard that respects the design theme and the neighbourhood.

## 1.1 PURPOSE & STATUS OF THE GUIDELINES

These Design guidelines form part of the Contract of Sale and are binding within the Creation of Restriction that forms part of your Certificate of Title. In all cases the requirements to comply with the Guidelines and Building Envelopes have an expiration date as noted on the creation of Restriction. After the expiry date, compliance reverts back to the statutory requirements at that time.

The Guidelines are subject to change by the developer at any time without notice. All decisions regarding the Guidelines are at the discretion of the Design Assessment Panel.

Preliminary designs and enquiries are welcomed to ensure compliance with the Guidelines. It is recommended that you provide a copy of the Guidelines to your builder at the earliest time possible.

## 1.2 OBJECTIVES OF DESIGN

Each individual house design should contribute to the surrounding environment and to the community in a positive way. Owners are encouraged to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the community.

Building Envelopes have been designed for all allotments to ensure homes are appropriately sited with generous setbacks and height controls to prevent overlooking and overshadowing.

The Guidelines are intended to enhance the development of your lot rather than cause a restriction.

The key components of the Guidelines that should be especially noted are

- Siting and Orientation
- Architectural style and built form including articulation of facades, corner allotments and two storey dwellings
- Use of different building materials
- Garaging
- Placement of ancillary equipment
- Maintenance of your property
- Landscaping and fencing

## 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 the Guidelines prior to seeking a Building Permit.

In considering designs, the DAP may exercise a discretion to waive or relax a requirement.

#### ***1.4 TIMING OF THE CONSTRUCTION OF YOUR HOME***

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of their commencement.

## 2. SUBMISSION OF DOCUMENTS TO THE DAP

After reviewing and understanding these Guidelines, including discussing the Guidelines with your Architect, Builder and or building designer, you will need to submit the following to the DAP.

Provide 2 copies in A3 format to the DAP for approval as follows:

- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - Building Envelope
  - existing contours
  - proposed finished floor levels and site levels
  - external features including driveways, paths, fencing and outbuildings
  - Landscaping
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- Note: internal fit-out details such as kitchens etc. are not required.

Submit all hardcopy information to:

**TRILLIUM DESIGN ASSESSMENT PANEL**  
**c/- Stephan P. Kosa & Associates Pty Ltd**  
**PO Box 356**  
**Mont Albert, Vic 3127**

Applications can also be emailed to [DAP@kosaarchitects.com.au](mailto:DAP@kosaarchitects.com.au)

### 2.1 RE-SUBMISSION

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

### 2.2 APPROVAL

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

### 2.3 BUILDING PERMIT

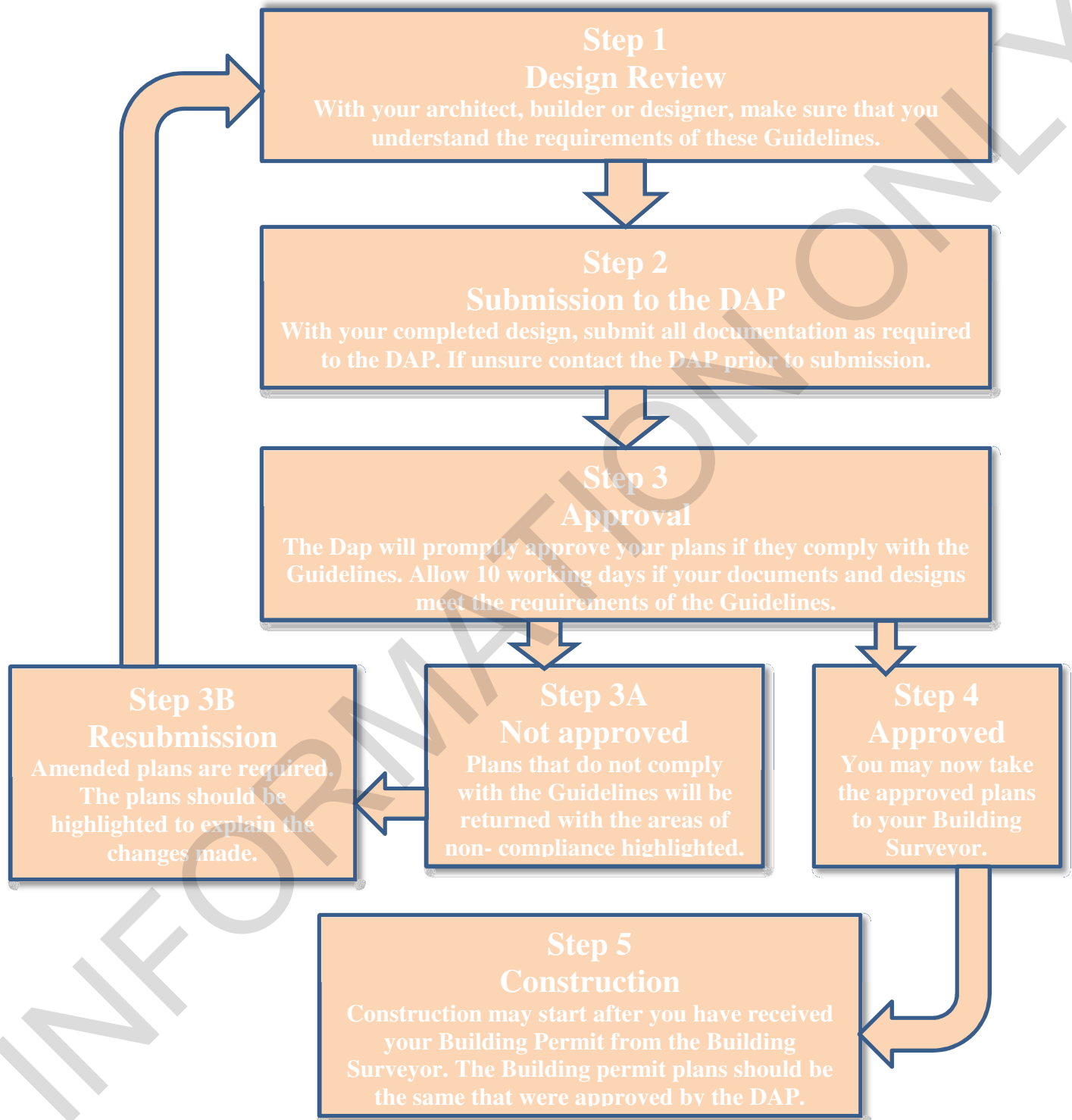
After approval from the DAP, you must then obtain a Building Permit from the Council or a Private Building Surveyor.

**Note:** Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the exemptions obtained as part of the Planning Permit or any subsequent permit issued by Council. Approval by the DAP does not

infer compliance under the Building Code of Australia, Rescode and other Statutory regulations.

## 2.4 CONSTRUCTION

Once a Building Permit has been obtained, construction of your house may begin.



## 3. SITING & ORIENTATION

### 3.1 CONSIDERATIONS

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising overlooking; and
- Respecting the privacy and amenity of neighbours.

### 3.2 LAND USE

One dwelling only is permitted per allotment. This does not apply to allotments identified by the developer as medium density allotments, duplex or multi-unit dwellings

### 3.3 HOUSE ORIENTATION

Houses must face the main street frontage and present an identifiable entrance to the street. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

### 3.4 DWELLING ARTICULATION

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than 6 metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style and



*Acceptable articulation*



*No articulation*



### **3.5 BUILDING ENVELOPES AND SETBACKS**

#### **Building Envelopes**

Building Envelopes have been prepared for the lots in each stage at Trillium and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment in the Guidelines.

#### **Setbacks**

The following setbacks for houses and garages must be met.

##### **(i) The Front Street**

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home.

##### **(ii) Splayed and curved street frontages**

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc. Front entrances are to be easily accessible from the main street frontage.

##### **(iii) The Side Boundaries**

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Building Envelopes.

Walls may be built to the side boundary if provided for on the Building Envelope (see also 'Walls on boundaries' below). The measurements are taken from the natural surface levels to the top of the wall.

##### **(iv) The Side Street Boundary**

The side street setback is designated on the specified Building Envelope for each allotment.

##### **(v) The Rear Boundary**

Unless otherwise stated on the building envelope plan a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the relevant Building Envelope.

#### **(vi) Walls on boundaries**

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metres of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 150 mm of the boundary.

#### **(vii) Encroachments**

**Side, Side Street and Rear:** The following may encroach into the specified setback distances by not more than 600 mm:

- Porches and verandahs.
- Masonry chimneys.
- Screens, but only to the extent needed to protect a neighbouring property from a direct view.
- Water tanks.
- Heating and cooling equipment and other services.

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high.
- Unroofed stairways and ramps.
- Pergolas.
- Shade sails.
- Eaves, fascia, gutters

**Front:** The following may encroach into the specified front street setback distances by no more than 1000 mm:

- Porches and verandahs to a maximum height of 4m for a single storey home and heights of up to 9m for a two-storey home.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground.
- Eaves.

#### **(viii) Edge Boundary**

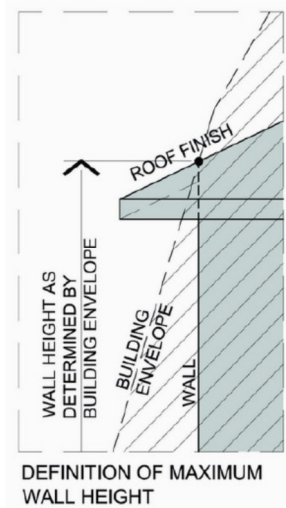
Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

### **3.6 BUILDING HEIGHT**

The maximum building height is 10.0 metres above the natural surface level of the ground directly below it.

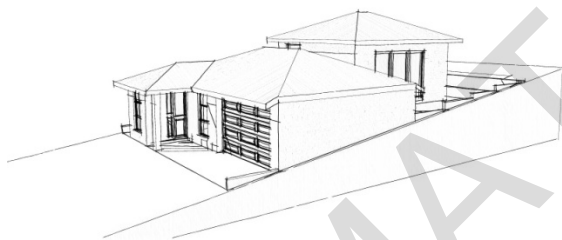
Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed.

Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purposes of these Guidelines retaining walls greater than 1.0 metre are considered excessive.

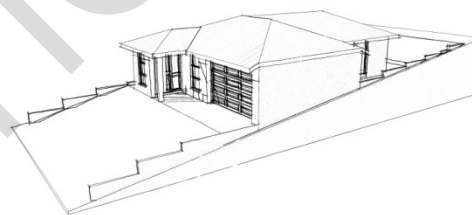


### 3.6 SLOPE CONSIDERATIONS

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Trillium. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



*Correct level of excavation*



*Incorrect level of excavation*

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

### 3.7 SITE COVERAGE

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Those lots noted accordingly in the Building Envelopes may have a maximum permitted site coverage of 70% but must have a private open space area that measures 25m<sup>2</sup> with a minimum dimension of 3 metres in width.

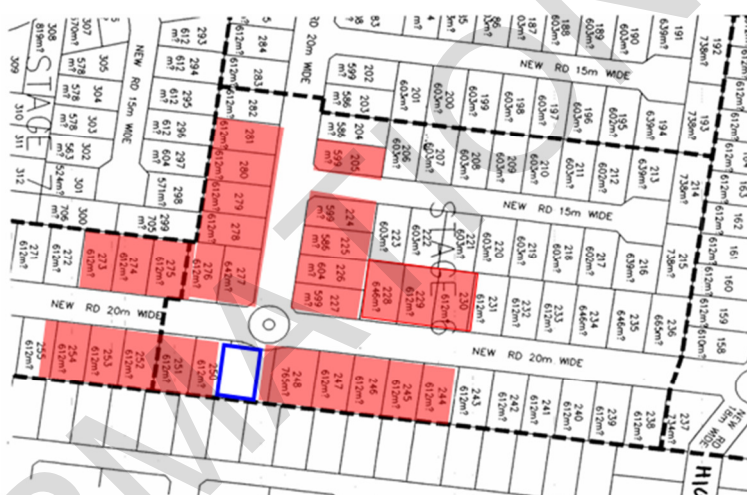
## 4. BUILT FORM

### 4.1 ARCHITECTURAL STYLE

At Trillium, high standards of house design will be required and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. Exceptions to this rule may be approved at the discretion of the DAP. This will generally only be permitted where lots are less than 300sqm and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.



Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

### 4.2 MATERIALS AND COLOURS

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of the Trillium. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest. Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval.

#### External Walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house.

- Dwellings must have at least 25% render to the front facade or other texture coated material as approved by the DAP.

### Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Grey, green and red (in muted tones) are recommended as roof colours as these colours reflect the natural tones of the environment at Trillium.

### 4.3 DWELLING SIZE

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

### 4.4 TERRACE DUPLEX STYLE DWELLINGS

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

### 4.5 TWO STOREY DWELLINGS

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.



*Acceptable articulation*



*No articulation*



#### **4.6 CORNER ALOTMENTS**

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such a verandahs, detailing, feature windows & materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

#### **4.7 ENERGY EFFICIENCY**

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Trillium must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

#### **4.8 ROOFS**

Articulated roof shapes are preferred with hips and gable roof forms are encouraged, although each design will be considered on its merits by the DAP.

#### **4.9 GARAGES**

The garage and family car(s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation. All garages unless otherwise specified must be setback from the main street frontage.

Double garages must be provided on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope and sited a minimum of 5.0 metres from the front street boundary unless otherwise noted. The garage setback also applies for entry to the garage from the side street boundary, unless otherwise noted

Terrace style lots may have garage access from the rear of the site, in the case that this occurs as nominated on the building envelope plan, then the siting of the garage must be located within the confines of the building envelope plan.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house.



*Unacceptable design*

The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted in the Building Envelope. Deep excavations on the boundary will not be permitted - this would cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage.

Only one crossover is permitted and only one double garage door is permitted to be visible from the main frontage of the house.

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 façade.



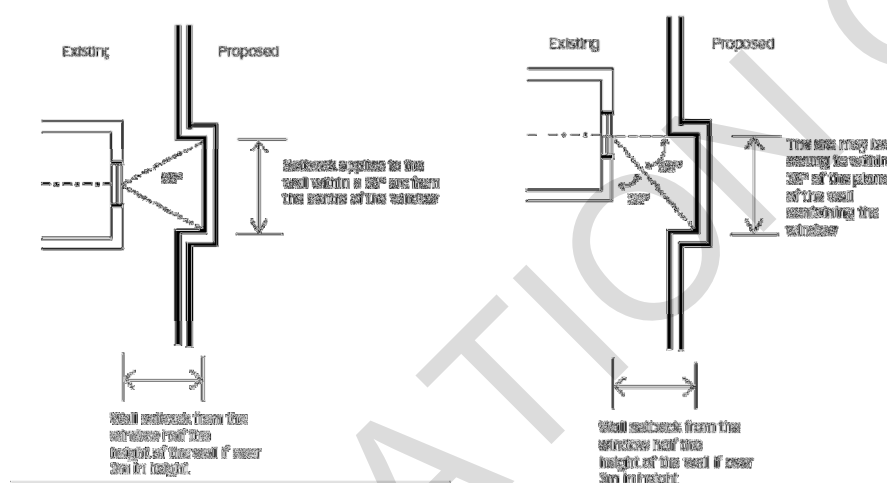
## 4.10 OVERSHADOWING

### Daylight to existing habitable room windows

Unless otherwise provided for on the building envelopes, buildings must be setback from a habitable room window in an existing building on an adjoining lot to provide for a light court to the existing window that has a minimum area of 3 square metres and a minimum dimension of 1 metre clear to the sky.

The area of the light court may include land on the adjoining lot. A wall with an average height of more than 3.6 metres opposite a habitable room window in an existing dwelling on an adjoining lot must be setback from that window at least half the height of the wall if the wall is within a 55 degree angle in the horizontal plane about a vertical axis through the centre of the window. The angle may be swung to not less than 35 degrees from the plane of the wall containing the window.

*This is illustrated in the two diagrams.*



If the existing habitable room window is above ground floor level, the wall height is measured from the floor level of the room containing the window.

### Solar access to north-facing habitable room windows

Any north facing habitable room windows shall be located within the Building Envelope and as described in the Profile Diagrams for the lot.

Building Regulation 417 is superseded by this Guideline.

### Overshadowing of recreational private open space

Building on the lot must not cause shadowing of recreational private open space on the lot or any adjoining lot greater than the amounts stated in the Building Regulations.

Non-overshadowed recreational private open space is a part of the lot that:

- Is to the rear of the minimum front setback specified by the Building Envelope; and
- Receives sunlight for a minimum of 5 hours between 9 a.m. and 3 p.m. on 22 September.



#### **4.11 PRIVACY AND OVERLOOKING**

##### **Overlooking from habitable room windows**

If a habitable room window is in a part of the building within an overlooking zone, any part of the window that is more than 2.5 metres above natural ground level must not allow a direct view to an adjoining lot. This does not apply to windows in a rear wall, which comply with the specified rear setbacks.

##### **Overlooking from raised open spaces**

A raised open space within an overlooking zone and with a floor level of more than 0.8 metres above natural ground level must not allow a direct view to an adjoining lot.

A direct view is:

- (i) **From a habitable room window**, any line of sight measured from a height of 1.7 metres above
  - (a) a vertical plane measured at an angle of 45 degrees from each side of the window, and
  - (b) the floor level of the habitable room, and
  - (c) the ground level below, and
  - (d) a horizontal distance of 9 metres from the window.
- (ii) **From a raised open space**, any line of sight measured from a height of 1.7 metres above the floor level and along the perimeter of the raised open space to any point within a horizontal distance of 9 metres from the raised open space and extending 45 degrees beyond any point where the perimeter of the raised open space meets a wall of the building.

##### **Daylight to new habitable room windows**

Walls containing habitable room windows must be set back from the boundaries of the lot to allow a horizontal distance of at least 1 metre clear to the sky from the boundary. Habitable room windows must face an outdoor space or light court with a minimum area of 3 square metres and minimum dimension 1 metre clear to the sky, not including land on an adjoining allotment, or a verandah on the lot if it is open for at least one-third of its perimeter. A side of a verandah is considered to be open if its roof covering adjacent to that side is not less than 500 mm from another building on the lot or the boundary of an adjoining lot.

## 5. EXTERNAL CONSIDERATIONS

### 5.1 ACCESS AND DRIVEWAYS

Driveways are a major visual element at Trillium and should be constructed using materials that blend with or complement the dwelling textures and colours. No plain concrete will be permitted. Only one driveway will be permitted for each lot.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Recommended paving materials include stone, brick or coloured concrete.

All driveways must be completed within three months of the Occupancy Permit being issued.

### 5.2 FENCES

The objective of the DAP is to provide a degree of uniformity throughout the community and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the community, no front fencing will be permitted.

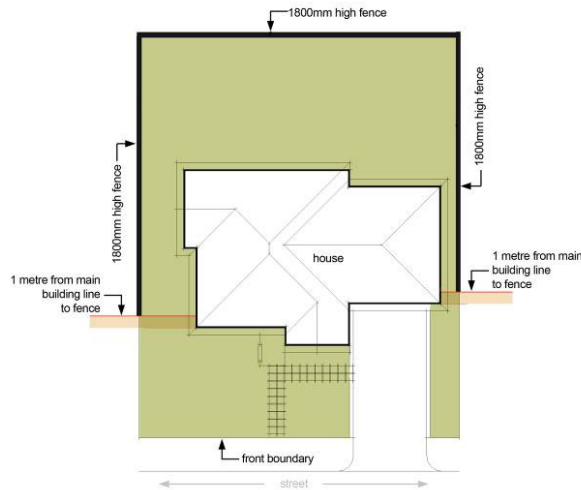
Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

On side boundaries, no fencing is permitted forward of the building line.

All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes). Fences must not be painted.

All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



### 5.3 WATER SAVING INITIATIVES

Recycled water is intended to be piped to Trillium.

All homes must provide for a connection to the recycled water network for use in garden taps, toilet flushing, car washing and the like at the cost of the lot owner.

All residents are encouraged to consider other water saving initiatives in the home including:

- Grey water systems
- Rain water tanks
- Solar hot water systems
- Energy efficient tap ware and appliances

### 5.4 LETTERBOXES

Letterboxes and street numbering must be installed before occupation.

Letterboxes must be designed to match the house using similar materials and colours.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



*Unacceptable*



*Acceptable*



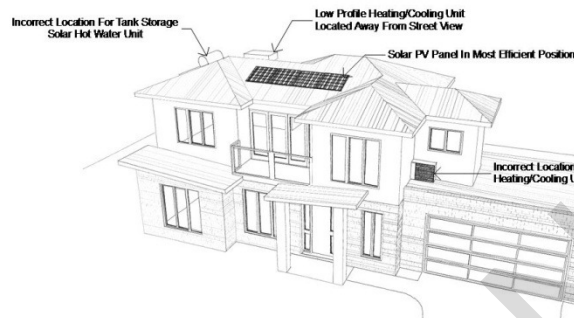
*Acceptable*

### 5.5 GENERAL

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

***Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units*** must not be visible from the street.

***Solar Water Heaters*** are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame, and the storage tanks detached and concealed from public view, by locating them within the roof space or house.



***Solar panels*** in general are permitted, provided that they are flat in profile and are clearly located and noted on the development plans submitted to the DAP.

#### ***Air-Conditioning Units***

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline 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.

***Television Antennae*** must be located within the roof of the house or below the roof ridgeline and not visible from public view.

***Satellite Dishes*** will only be approved if located below the roofline of the house and must be screened from public view.

***Rainwater Tanks*** must be not visible from the street frontage.

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.

***External lighting*** including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP.

***Rubbish Bins & Recycling Bins*** should be stored out of view from the street.

***Commercial Vehicles*** with a carrying capacity of 1 tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot or the nature strip so that it is visible from any street.

### **Advertising Signage**

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 AND only after the developer has sold ALL lots in the development.
- Display home signage will be permitted but only with the written approval of the DAP and Hume City Council.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600 mm x 600 mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

### **Sheds**

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.

### **Carports**

No carports are permitted to the front of the dwelling.

### **Window Furnishings**

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.

## **5.6 LANDSCAPING AND TREE PROTECTION**

### **General Guidelines**

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the Council for a list of local and indigenous plantings that would be suitable for the community.

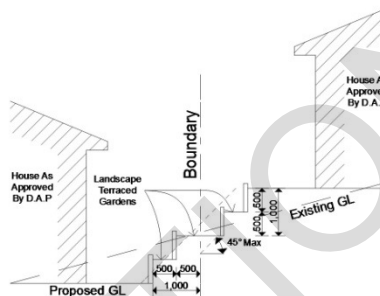
### **Front Gardens**

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure that a good presentation is achieved for the local community. The front garden should include at least 20 plants/shrubs in 150mm pots and at least one advanced feature tree in a 75 litre pot.



### **Embankments**

Embankments should not exceed a slope of 1 in 5. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1000 mm – a number of small terraces are preferred.



### **5.7 CONSTRUCTION MANAGEMENT**

During the construction period the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips, crossovers, footpaths and kerb and channel caused during the construction period is solely the responsibility of the landowner and their builder.

### **5.8 BROADBAND NETWORK**

Trillium is an OptiComm Fibre Connected Community. This means that all homes in Trillium will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- Pay TV - choice of providers
- External aerials and satellite dishes are not required



## ***What you need to do to prepare for High Speed Broadband:***

### ***Step 1. Conduit (Pipe) Installation***

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be \$440 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

### ***Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms***

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Trillium Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

### ***Step 3. Connection to the Optical Fibre Network***

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included)
- Access to Free to Air Digital and Analogue (if available) TV signals
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost)

### ***Step 4. Contact a Retail Internet and Telephone Service Provider***

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Trillium, Mickleham
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optic Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

## 6. NOTES AND DEFINITIONS

### 6.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelopes and these written notations, the Building Envelopes prevail.
- Buildings must not cover registered easements unless provided for by the easement.

### 6.2 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 4 of *Building Regulations 2006*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

### 6.3 ADDITIONAL DEFINITIONS

#### **Edge Boundary**

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not within Trillium.

#### **Front street or Main Street frontage**

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear will be as agreed in writing by the DAP.

#### **Side boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.



**Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

**Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

## 7. BUILDING ENVELOPES

**Refer attached Building Envelopes (including Profiles)**

To be read in conjunction with the Plan of Subdivision for relevant stage.

## 8. APPLICATION FORM & CHECK LIST

**PLEASE COMPLETE THIS CHECK LIST AND SUBMIT TO THE DAP  
WITH YOUR PLANS FOR APPROVAL TO:**

**TRILLIUM DESIGN ASSESSMENT PANEL**  
**c/- Stephan P. Kosa & Associates Pty. Ltd.**  
**PO Box 356, Mont Albert, Vic. 3127**

### **Allotment details**

Lot Number.....Street.....

### **Owner details**

Name.....

Mailing address.....

.....

### **Contact**

Numbers.....Email.....

### **Builder details**

Name  
(contact).....

Company:.....

Mailing address.....

Contact number.....Email.....

**Correspondence** sent to Owner or Builder (please circle one)

### **Attachments**

- ☐ Completed checklist  
☐ Email copy  
☐ Landscape plan

- ☐ Hard copies of drawings x 2  
☐ Colour and materials incl swatches

Application received.....

Notice of re-submission ( date).....

Areas of non compliance.....

Re-submission received.....

Approval date.....

This Checklist will assist in determining whether your house design complies with the Trillium Design Guidelines.

If your plans comply, you can expect your plans to be approved by the DAP within ten working days.

**IS THE FOLLOWING INFORMATION INCLUDED IN YOUR APPLICATION?**

|                                                                                                                                                                                                                                                                                                                                                                         | YES | NO |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| House floor plans at a scale of 1:100 ( <b>two copies</b> )                                                                                                                                                                                                                                                                                                             |     |    |
| Elevations from four sides at a scale of 1:100 ( <b>two copies</b> )                                                                                                                                                                                                                                                                                                    |     |    |
| Roof plan ( <b>two copies</b> )                                                                                                                                                                                                                                                                                                                                         |     |    |
| Site plan at scale of 1:200 showing ( <b>two copies</b> ) <ul style="list-style-type: none"> <li>- Setbacks from all boundaries</li> <li>- Building Envelope</li> <li>- Existing contours</li> <li>- Proposed finished floor levels and site levels</li> <li>- External features including driveways, paths, fencing and outbuildings</li> <li>- Landscaping</li> </ul> |     |    |
| Schedule of external materials and colours incl. swatches                                                                                                                                                                                                                                                                                                               |     |    |

**DOES YOUR HOUSE DESIGN COMPLY WITH THE GUIDELINES?**

|                                                                                                      | YES | NO |
|------------------------------------------------------------------------------------------------------|-----|----|
| <b>CONSTRUCTION OF YOUR HOME:</b>                                                                    |     |    |
| On what date did you settle your lot?                                                                |     |    |
| Will you commence construction within 12 months of settlement?                                       |     |    |
| <b>SITING &amp; ORIENTATION:</b>                                                                     |     |    |
| Do you propose to build only one dwelling on the allotment?                                          |     |    |
| Does your house face the main street?                                                                |     |    |
| Is your home and associated buildings, including the garage, contained within the Building Envelope? |     |    |
| Are there any encroachments into the specified setbacks?<br>Are they allowable encroachments?        |     |    |
| What profile types apply to your allotment (Refer Building Envelope Plan) - Profile Types .....      |     |    |
| Is your home and associated buildings designed within the profile?                                   |     |    |

|                                                                                                                                                                                              | YES | NO |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Is the height related setback from the side boundaries achieved?                                                                                                                             |     |    |
| Does your design meet the site coverage requirement of less than 60% of the lot?                                                                                                             |     |    |
| <b>BUILT FORM:</b>                                                                                                                                                                           |     |    |
| <b>ROOF</b><br>Material_____                                                                                                                                                                 |     |    |
| Colour_____                                                                                                                                                                                  |     |    |
| <b>WALLS</b><br>Material_____                                                                                                                                                                |     |    |
| Colour_____                                                                                                                                                                                  |     |    |
| <b>TRIM</b><br>Material_____                                                                                                                                                                 |     |    |
| Colour_____                                                                                                                                                                                  |     |    |
| Is your allotment greater than 500sqm?<br>If so, does your home exceed the minimum size required of 160sqm excluding garage?                                                                 |     |    |
| Is your allotment size above 400 square metres but less than or equal to 500 square metres?<br>If so, does your home exceed the minimum size required of 130 square metres excluding garage? |     |    |
| Is your allotment size above 300 square metres but less than or equal to 400 square metres?<br>If so, does your home exceed the minimum size required of 100 square metres excluding garage? |     |    |
| Is your allotment size 300 square metres or less?<br>If so, does your home exceed the minimum size required of 75 square metres excluding garage?                                            |     |    |
| Does your home achieve a <b>6 Star Energy Rating</b> in accordance with the Victoria Home Energy Rating System?                                                                              |     |    |
| Are you proposing a second garage? If so, is only one double garage door visible from the main frontage of the house?                                                                        |     |    |
| Is your house two-storey?<br>If so, is the upper level stepped back?                                                                                                                         |     |    |
| Does your house overlook/overshadow your neighbour's private open space areas?                                                                                                               |     |    |
| Does your house allow you to look into your neighbour's habitable rooms?                                                                                                                     |     |    |

|                                                                                                                                    | YES | NO |
|------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| <b>EXTERNAL CONSIDERATIONS:</b>                                                                                                    |     |    |
| Does your design allow for only one driveway?                                                                                      |     |    |
| Do you accord with the No Front Fence restriction?                                                                                 |     |    |
| Is there fencing between the front lot boundary and the building line?                                                             |     |    |
| Does your side and rear fencing comply with the fencing guideline?                                                                 |     |    |
| Have you placed external fixtures such as clothes-line, solar water heaters etc in positions that are not visible from the street? |     |    |
| Have you made provision for locating any antenna within the roof of the house?                                                     |     |    |
| If you are proposing an air-conditioner, is it located below the eaves line at the rear of the house?                              |     |    |
| If you are proposing an evaporative air cooler, can it be seen from the front of the street?<br>What colour is it? _____           |     |    |
| Does the house have internal plumbing?                                                                                             |     |    |
| Will the landscaping of your front garden be complete within three months of you occupying your house?                             |     |    |
| Have you arranged for the installation of an Optical Fibre lead-in conduit that is in accordance OptiComm requirements?            |     |    |

**Owners Corporation  
Notification of making  
Owners Corporation rules  
Section 27E(1) Subdivision Act 1988  
(when lodged with a plan)**

|    |                        |
|----|------------------------|
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Lodged by:

Name: ROBERTSON HYETTS  
Phone: (03) 5434 6666  
Address: 386 Hargreaves Street Bendigo  
Reference: JMB  
Customer Code: 1004 K

Owners Corporation Number 1 Plan Number PS649691Y

**Supplied with this notification is:**

**A copy of the proposed rules of the Owners Corporation**

Dated: 10/11/2013

Signature of applicant:

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

JANELLE MAREE BROWN  
ROBERTSON HYETTS  
386 Hargreaves Street Bendigo 3550  
An Australian Legal Practitioner  
(within the meaning of the  
Legal Profession Act 2004)

**For current information regarding Owners Corporation, please obtain an Owners Corporation Search report**

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Approval No: OC5

OC

Page 1 of 1

# Trillium Owners Corporation Rules



**Trillium**®  
MICKLEHAM

**OC017051N**

21/01/2013 \$55.10 OCR  




OC017051N

21/01/2013

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## Contents

|                                                                 |          |
|-----------------------------------------------------------------|----------|
| <b>1. Interpretation</b>                                        | <b>1</b> |
| (a) Design Guidelines                                           | 1        |
| (b) Landscaping                                                 | 1        |
| (c) Recreational Facilities                                     | 1        |
| (d) Provision of Services                                       | 1        |
| (e) Developer Supervision                                       | 1        |
| <b>2. Definitions</b>                                           | <b>1</b> |
| <b>3. Use of Lots – Owner</b>                                   | <b>2</b> |
| (a) Display Lot                                                 | 2        |
| (b) Signs                                                       | 2        |
| (c) Development Rights                                          | 2        |
| (d) Common Property                                             | 2        |
| <b>4. Development and Maintenance of a Lot</b>                  | <b>3</b> |
| (a) Design Guidelines                                           | 3        |
| (b) Builders' Site Refuse Guidelines                            | 3        |
| (c) Appearance of Residence                                     | 3        |
| (d) Driveway                                                    | 3        |
| (e) Fencing                                                     | 3        |
| (f) Upkeep of Yard Areas                                        | 3        |
| (g) Nature Strip                                                | 3        |
| (h) Rubbish disposal                                            | 3        |
| (i) Vermin                                                      | 3        |
| (j) General Appearance of Property                              | 3        |
| (k) Insurance                                                   | 3        |
| (l) Rectification of Non-Compliances                            | 3        |
| (m) Cease Construction on Demand                                | 4        |
| (n) Enforcement Costs                                           | 4        |
| <b>5. Amenity Controls</b>                                      | <b>4</b> |
| (a) No Breach                                                   | 4        |
| (b) No Alterations                                              | 4        |
| (c) No Interference with Cabling                                | 4        |
| (d) Use of Lot                                                  | 4        |
| (e) Garage                                                      | 4        |
| (f) Restrictions on Carparking                                  | 4        |
| (g) No Vehicle Repairs                                          | 5        |
| (h) No Signs                                                    | 5        |
| (i) Fencing                                                     | 5        |
| (j) Insurance Premiums                                          | 6        |
| (k) No Damage to Common Property                                | 6        |
| (l) No Interference with Common Property                        | 6        |
| (m) Articles on Common Property                                 | 6        |
| (n) No Storage on Common Property                               | 6        |
| (o) Not cause a danger                                          | 6        |
| (p) Noise                                                       | 6        |
| (q) Behaviour                                                   | 6        |
| (r) Pets and Animals                                            | 6        |
| <b>6. Owners Corporation - Provision of Services and Levies</b> | <b>7</b> |
| (a) Services                                                    | 7        |
| (b) Cost                                                        | 7        |
| (c) Lease or Licence                                            | 7        |
| (d) Owners Corporation may Rectify                              | 8        |
| <b>7. Recreational Facilities</b>                               | <b>8</b> |
| (a) Invitees to be accompanied                                  | 8        |
| (b) Alcohol                                                     | 8        |
| (c) Smoking                                                     | 8        |

**OC017051N**

21/01/2013

\$55.10

OCR



|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| (d) Behaviour.....                                                         | 8         |
| (e) Clothing.....                                                          | 8         |
| (f) Risk.....                                                              | 8         |
| (g) Notification of Damage.....                                            | 8         |
| (h) Compensation.....                                                      | 8         |
| (i) Obey Directions.....                                                   | 8         |
| <b>8. Recreational Facilities Rules.....</b>                               | <b>9</b>  |
| (a) Additional Rules.....                                                  | 9         |
| (b) Breach.....                                                            | 9         |
| <b>9. Non-compliance.....</b>                                              | <b>9</b>  |
| (a) Recovery of Costs.....                                                 | 9         |
| (b) Enforcement.....                                                       | 9         |
| (c) Recovery of Expenditure.....                                           | 9         |
| <b>10. GST.....</b>                                                        | <b>10</b> |
| (a) Definition.....                                                        | 10        |
| (b) Payment.....                                                           | 10        |
| <b>11. Dispute Resolution.....</b>                                         | <b>10</b> |
| <b>12. Additional Rules.....</b>                                           | <b>10</b> |
| <b>SCHEDULE 1.....</b>                                                     | <b>11</b> |
| <b>SCHEDULE 2.....</b>                                                     | <b>12</b> |
| <b>13. Definitions.....</b>                                                | <b>12</b> |
| <b>14. Design Assessment Panel.....</b>                                    | <b>12</b> |
| (a) Establishment.....                                                     | 12        |
| (b) Owners Corporation Role.....                                           | 12        |
| (c) Membership of the Design Assessment Panel.....                         | 12        |
| (d) Termination of Appointment.....                                        | 12        |
| <b>15. Meetings of the Design Assessment Panel.....</b>                    | <b>13</b> |
| (a) Meeting.....                                                           | 13        |
| (b) Quorum.....                                                            | 13        |
| (c) Chair.....                                                             | 13        |
| (d) Voting.....                                                            | 13        |
| (e) Investigate.....                                                       | 13        |
| <b>16. Powers and Functions of the Design Assessment Panel.....</b>        | <b>13</b> |
| (a) Application.....                                                       | 13        |
| (b) Services of Consultants.....                                           | 14        |
| <b>17. Works Carried out by the Member.....</b>                            | <b>14</b> |
| (a) Development.....                                                       | 14        |
| (b) Application for Approval.....                                          | 14        |
| (c) Consultant's Costs.....                                                | 14        |
| (d) Fees.....                                                              | 14        |
| (e) Certification.....                                                     | 15        |
| <b>18. Proceeding with Works.....</b>                                      | <b>15</b> |
| (a) Carry Out Works.....                                                   | 15        |
| (b) Failure to Comply.....                                                 | 15        |
| (c) Development of Lot to be Completed in Accordance with Application..... | 15        |
| (d) Owners Corporation May Proceed.....                                    | 15        |
| <b>19. Inspection and Correction of Works.....</b>                         | <b>15</b> |
| (a) Inspection.....                                                        | 15        |
| (b) Non-Compliance.....                                                    | 16        |
| (c) Remedy Non-Compliance.....                                             | 16        |

|                                              |           |
|----------------------------------------------|-----------|
| <b>20. Non Liability of Members .....</b>    | <b>16</b> |
| (a) Owners Corporation Not Responsible ..... | 16        |
| (b) Not Responsible for Loss .....           | 16        |
| <b>21. Variance of Works .....</b>           | <b>16</b> |
| <b>22. Monitoring Compliance .....</b>       | <b>16</b> |
| (a) Inspection .....                         | 16        |
| (b) Notify Owners Corporation .....          | 16        |
| (c) Reporting .....                          | 17        |
| (d) Investigations .....                     | 17        |
| (e) Confidentiality .....                    | 17        |
| <b>23. Owner's Exemption .....</b>           | <b>17</b> |

**OC017051N**

21/01/2013 \$55.10 OCR



## Trillium Owners Corporation Rules

### 1. Interpretation

One of the Owners Corporation principal charters is to ensure that all Members have the quiet enjoyment of the Recreational Facilities within the Development. Rules in respect of Amenity Controls (Rule 5), particularly, are to be read in this context. Further, these Rules are to be interpreted having regard to the following objectives of the Developer:

- (a) Design Guidelines  
ensuring compliance with the Design Guidelines;
- (b) Landscaping  
maintaining and enhancing any landscaping for which the Owners Corporation is responsible;
- (c) Recreational Facilities  
maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Members;
- (d) Provision of Services  
ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality of the Development; and
- (e) Developer Supervision  
empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Owner ceases to be the owner of a Lot on the Plan of Subdivision and any Land in the Development.

### 2. Definitions

In these Rules unless the context otherwise requires the following definitions apply:

**Builders' Site Refuse Guidelines** means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the Owners Corporation which are established for the purposes of achieving the expressly stated objectives of these Rules;

**Common Property** means that part of the Land shown in the Plan of Subdivision as common property;

**Date of Completion of the Development** means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Owner is owner;

**Design Guidelines** means the Trillium Design Guidelines (a copy of which can be obtained from the website at <http://www.trillium-mickleham.com.au>) as amended from time to time;

**Developer** means Mt Ridley Projects Pty Ltd ACN 131 104 204 or its assignee;

**Development** means the development known as "Trillium" from time to time;

**Land** means the whole of the land described in the Plan of Subdivision;

**Lot** means any lot on the Plan of Subdivision;

**Member** means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

**Occupier** means the legal occupant from time to time of a Lot;

**Owner** means Mt Ridley Projects Pty Ltd ACN 131 104 204 and includes its assigns, transferees or successors in title to the uncompleted portions of the Development and the mortgagees and chargees thereof;

OC017051N

21/01/2013 \$55.10 OCR



**Owners Corporation** means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

**Owners Corporation Manager** means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

**Plan of Subdivision** means Plan of Subdivision No. PS649691Y which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

**Recreational Facilities** means any facilities erected by the Developer on the Land for the use of all Members;

**Regulations** means the *Owners Corporations Regulations 2007* as may be amended from time to time;

**Residence** means one permanent non-transportable private residence;

**Settlement Date** means the date of transfer of any Lot to a Member.

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 – Owner

(a) Display Lot

While the Owner is the owner of any Lot it may:

- (i) use any Lot owned by him for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect the display Lot; and
- (iii) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

(b) Signs

Any signs erected pursuant to rule (a) must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

(c) Development Rights

Notwithstanding any other rule, the Owner:

- (i) is entitled to progressively develop staged lots as set out in the Plan of Subdivision;
- (ii) is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;
- (iii) while owner of any Lot, need not comply with any rule:
  - (A) which is inconsistent with or limits his rights under this rule; or
  - (B) the application of which, in the Owner's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

(d) Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land.

OC017051N

21/01/2013 \$55.10 OCR



**OC017051N**



**4. Development and Maintenance of a Lot**

Each Member of the Owners Corporation must do the following on each Lot of that Member:

(a) Design Guidelines

Must comply with the Design Guidelines;

(b) Builders' Site Refuse Guidelines

Must ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

(c) 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;

(d) Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member;

(e) Fencing

Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months of the issue of an occupancy permit for the construction of the Residence;

(f) Upkeep of Yard Areas

Must maintain and keep tidy the front, side and rear gardens, irrigation facilities, drainage facilities, swimming pools, spas, fountains and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;

(g) Nature Strip

Must maintain and keep tidy any nature strip adjoining the Lot;

(h) Rubbish disposal

(i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots;

(ii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;

(i) Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects;

(j) General Appearance of Property

Must keep the Lot free of rubbish;

(k) Insurance

Must ensure that any improvements, constructed on the Lot are insured for full replacement value;

(l) Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the



Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;

(m) Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

(n) Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

**5. Amenity Controls**

Each Member of the Owners Corporation must not and must ensure that the Occupier of a Member's Lot does not and the Occupier of a Lot must not do any of the following:

(a) No Breach

Must not breach any provisions of the Design Guidelines on a Lot or in the vicinity of a Lot;

(b) No Alterations

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

(c) No Interference with Cabling

Must not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer;

(d) Use of Lot

(i) Must not 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 other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;

(ii) must give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

(e) Garage

Must not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes;

(f) Restrictions on Carparking

(i) Commercial vehicles

Must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a

OC017051N

21/01/2013 \$55.10 OCR



OC017051N

21/01/2013 15:10 OCR



carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(ii) All vehicles

Must not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot;

(iii) Vehicles on Common Property

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.

(g) No Vehicle Repairs

Must not 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 or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

(h) No Signs

Must not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the following applies:

(i) the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted;

(ii) the signage is for a display home and the consent in writing of the Design Assessment Panel has been obtained;

(iii) the signage is for builders or tradespersons identification during construction of the Residence provided:

(A) the signage has a maximum size of 600mm x 600mm; and

(B) the signage is removed within 10 days of the issue of the occupancy permit.

(i) Fencing

(i) Must not construct any fence that does not comply with the Design Guidelines;

(ii) Must not alter or remove any fence without the approval of the Owners Corporation;

(iii) Must not allow any fence to fall into a state of disrepair;

(iv) Must not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the owner of an adjoining Lot; nor

(v) Must not 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;



(j) Insurance Premiums

Must not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, without the prior written consent of the Owners Corporation;

(k) No Damage to Common Property

Must not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

(l) No Interference with Common Property

Must not 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 other Member's or Occupiers of Lots or their visitors;

(m) Articles on Common Property

Must not 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;

(n) No Storage on Common Property

Must not 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;

(o) Not cause a danger

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

(p) Noise

Must not by himself or herself or by allowing any other person in a Lot or on Common Property to:

(i) carry on a noxious or offensive activity; or

(ii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

(q) Behaviour

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property.

(r) Pets and Animals

(i) Must not allow animals, except common household pets, in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:

(A) does not interfere with the enjoyment of a Lot or the Common Property by others;

(B) minimises the adverse impact of such pets on fauna in a Lot and in Common Property;

(ii) A person must not have more than two animals (other than fish) in a Lot;

(iii) Rule (i) and (ii) applies subject to any law;

OC017051N

21/01/2013 \$55.10 OCR



- (iv) Dogs are not allowed on the Common Property except if on a leash or carried;
- (v) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell;
- (vi) All animals must wear an identification tag clearly showing the Member's address and telephone number;
- (vii) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;
- (viii) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;
- (ix) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;

**6. Owners Corporation - Provision of Services and Levies**

Each Member of the Owners Corporation agrees that:

**(a) Services**

The Owners Corporation may provide the following services:

- (i) the operation of a security surveillance service;
- (ii) if required by the relevant authorities (or agreed to by the Owners Corporation with the relevant authorities), the maintenance, repair and improvement of specified landscaped areas or parks at the cost of the Owners Corporation;
- (iii) the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;
- (iv) the repair, maintenance and improvement of any entrance feature constructed or to be constructed at any of the entrances to the Development;
- (v) the repair, maintenance and improvement of the Recreational Facilities; and
- (vi) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives of these Rules;

**(b) Cost**

The provision of such services by the Owners Corporation will be paid for by all Members.

**(c) Lease or Licence**

Until the Date of Completion of the Development the Owner may cause the Owners Corporation to or the Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the individual or corporation to become responsible for the community facilities at Trillium.

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(d) Owners Corporation may Rectify

In the event that a Member fails to comply with the Builders' Site Refuse Guidelines or any notice served upon the Member by the Owners Corporation in accordance with these Rules, the Members agree that:

- (i) the Owners Corporation is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
- (ii) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from the Member who owns the Lot on the basis that the cost is a Owners Corporation charge for which the Member solely benefits and is solely responsible for the payment of; and

**7. Recreational Facilities**

Each Member must observe the following rules in relation to the Recreational Facilities in the Development and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to rule 8:

(a) Invitees to be accompanied

Member's invitees must only use the Recreational Facilities if accompanied by a Member;

(b) Alcohol

Alcohol is not to be taken into or consumed around the Recreational Facilities without the prior consent of the Owners Corporation;

(c) Smoking

Smoking is not permitted inside any buildings forming part of the Recreational Facilities;

(d) Behaviour

No Member or Member's invitee is permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person;

(e) Clothing

Suitable clothing must be worn in the Recreational Facilities at all times;

(f) Risk

All users of the Recreational Facilities do so at their own risk;

(g) Notification of Damage

A Member must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation;

(h) Compensation

A Member must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or its invitees; and

(i) Obey Directions

Each Member and Member's invitee must obey any lawful direction given to them by the Owners Corporation.

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**8. Recreational Facilities Rules**

(a) Additional Rules

The Owners Corporation may make additional rules relating to the use of the Recreational Facilities on the condition that those rules are not inconsistent with these Rules.

(b) Breach

A breach of any rules made by the Owners Corporation pursuant to Rule (a) will be deemed to be a breach of these Rules.

**9. Non-compliance**

(a) Recovery of Costs

If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- (ii) the Member must pay to the Owners Corporation any charges levied against the Member 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;
- (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
- (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act 1983* on outstanding fees and charges set under Regulation 202(1)(a) or (b) until they are paid;
- (v) 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; and
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) Enforcement

If a Member 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 the Member to comply with these Rules.

(c) 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 an Owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

OC017051N

21/01/2013 \$55.10 OCR



**10. GST**

**(a) Definition**

For the purposes of this rule:

- (i) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (ii) Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

**(b) Payment**

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner 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 Owner is required to pay the Primary Payment in respect of which the GST relates.

**11. Dispute Resolution**

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an occupier or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

**12. Additional Rules**

From 1 January 2022 the rules contained in Schedule 2 shall commence operation.

**OC017051N**

21/01/2013 \$55.10 OCR



## SCHEDULE 1

### Builders' Site Refuse Guidelines

1. All Members have an obligation to keep the entire Development tidy.
2. The litter refuse system used by a Member 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.
3. Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
4. All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.
5. Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:
  - (a) be at a height of not less than 1.5m;
  - (b) be capable of preventing litter from being transported from a building site by wind; and
  - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
6. Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin.
7. A Member and its builder must 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. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the *Litter Control Act*.
8. A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Trillium including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Trillium.

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SCHEDULE 2

Design Assessment Panel

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13. Definitions

In these additional Rules unless the context otherwise requires the following definitions apply:

**Applicant** means a Member who makes an Application;

**Application** means an application made for the Design Assessment Panel to Approve the development of a Lot;

**Approve or Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions;

**Refuse or Refusal** means a refusal in writing given by the Design Assessment Panel in respect of an Application.

14. Design Assessment Panel

(a) Establishment

The Owner has established the Design Assessment Panel to administer the Design Guidelines.

(b) Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

- (i) the Design Assessment Panel is constituted from time to time in accordance with this rule 14;
- (ii) meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in these rules.
- (iii) act as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (iv) receive and account for all monies payable in relation to Approvals and the functions of the Design Assessment Panel.

(c) Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(d) Termination of Appointment

- (i) A person appointed to be a member of the Design Assessment Panel vacates office:
  - (A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;
  - (B) if that member dies or becomes mentally ill; or
  - (C) if the Owners Corporation determines that the appointment of that member is terminated.
- (ii) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design

Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

**15. Meetings of the Design Assessment Panel**

**(a) Meeting**

The Design Assessment Panel constituted in accordance with rule 14 is to meet at a time and in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

**(b) Quorum**

Fifty (50) percent of Design Assessment Panel Members are to constitute a quorum.

**(c) Chair**

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

**(d) Voting**

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

**(e) Investigate**

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

**16. Powers and Functions of the Design Assessment Panel**

**(a) Application**

(i) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.

(ii) After assessing an Application, the Design Assessment Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.

(iii) In the case of Approval, the Design Assessment Panel may impose conditions that require:

- (A) changes to be made to the plans and specifications;
- (B) the proposed development to be undertaken within the reasonable time frame specified in the condition;
- (C) the Member to give to the Design Assessment Panel a written undertaking:

I not to cause unreasonable inconvenience to other residents; and

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21/01/2013





II to repair without delay any damage caused by the development; and

- (iv) the Member to deposit with the Owners Corporation a bond to be held by the Owners Corporation on account of any damage which may be caused in the course of the development. The Design Assessment Panel may in its absolute discretion determine the reasonable amount of the bond. If no damage is caused then the Owners Corporation will, on certification from the Design Assessment Panel of satisfactory completion of the development, release the bond to the Member. If damage is caused then the Owners Corporation and the Design Assessment Panel may, without prejudice to its rights against the Member, use the bond to repair the damage caused.

(b) Services of Consultants

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

**17. Works Carried out by the Member**

(a) Development

- (i) No Member may develop a Lot without Approval.
- (ii) Development must be in accordance with the Approval.
- (iii) Once a Member has commenced development, it must not alter the development without Approval.

(b) Application for Approval

All applications and correspondence to the Design Assessment Panel must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

(c) Consultant's Costs

- (i) The Design Assessment Panel may:

- (A) determine that the Member is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist the Design Assessment Panel to consider the Application ("Consultant's Costs"); and
- (B) require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.

- (ii) The Design Assessment Panel is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.

(d) Fees

The Design Assessment Panel may from time to time determine a fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity.

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21/01/2013 \$55.10 OCR



(e) Certification

- (i) A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Member's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Assessment Panel for assessment in the manner set out in rule (a) so far as it may apply to such an application.
- (ii) A Member must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule (i). Failure to comply with this rule will entitle the Design Assessment Panel to require that the bond be forfeited to the Owners Corporation.

**18. Proceeding with Works**

(a) Carry Out Works

Upon receipt of Approval from the Design Assessment Panel the Member is, as soon as practicable, to satisfy all conditions of that 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 (6) months from the date of Approval and completion within twelve (12) months from the date of Approval.

(b) Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

(c) Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the 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 Member or would result in great hardship to the Member.

(d) Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 19 as though the failure to complete the improvements were a noncompliance.

**19. Inspection and Correction of Works**

(a) Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- (i) upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Assessment Panel;
- (ii) within thirty (30) days of receipt of a notice of completion from the Member, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.
- (iii) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non

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compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them.

- (iv) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule (iii).

(b) **Non-Compliance**

The Member must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in rule (a) or such longer period as the Design Assessment Panel may specify in the notice.

(c) **Remedy Non-Compliance**

If the Member does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Member do whatever is necessary to remedy the non-compliance.

**20. Non Liability of Members**

(a) **Owners Corporation Not Responsible**

No approval of plans and specifications by the Design Assessment Panel is to be interpreted as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be interpreted as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved or for any defects in construction undertaken according to such plans and specifications.

(b) **Not Responsible for Loss**

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

**21. Variance of Works**

The Owners Corporation may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

**22. Monitoring Compliance**

(a) **Inspection**

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

(b) **Notify Owners Corporation**

The Design Assessment Panel is to inspect Lots undergoing development at completion and is to notify the Owners Corporation in writing of breaches, if any, and

OC017051N

21/01/2013 \$55.10 OCR



when satisfied that the conditions set out in the Approval have been met recommend to the Owners Corporation that it issue a certificate in accordance with rule 17(e).

(c) Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Assessment Panel in writing.

(d) Investigations

- (i) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under rule 16(b), to investigate any alleged breach which comes to its attention.
- (ii) If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.
- (iii) If that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

(e) Confidentiality

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

**23. Owner's Exemption**

Notwithstanding any provision in these rules the Owner may construct buildings or other structures in such style shape and size as the Owner in its sole discretion deems suitable.

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# **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.

## **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.

### **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.

## **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.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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*.

INFORMATION ONLY



Property No : 700338  
Certificate No : eLIC072083  
**LAND INFORMATION CERTIFICATE**  
Year Ending: 30 June 2025  
All Enquiries and Updates to Rates on 9205 2688



Your Reference: 396012  
Date of Issue: 08/11/2024

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)  
TWO MELBOURNE QUARTER  
LEVEL 13/697 COLLINS ST  
DOCKLANDS VIC 3008**

ABN 14 854 354 856  
1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Rates Dept 03 9205 2688  
Facsimile: 03 9309 0109  
www.hume.vic.gov.au

|                       |                                       |
|-----------------------|---------------------------------------|
| Property Description: | Lot 1642 PS 649691Y Vol 11596 Fol 273 |
| Property Situated:    | 9 GOSSAMER WAY MICKLEHAM VIC 3064     |

|            |          |        |          |        |         |       |     |
|------------|----------|--------|----------|--------|---------|-------|-----|
| Site Value | \$255000 | C.I.V. | \$450000 | N.A.V. | \$22500 | AVPCC | 120 |
|------------|----------|--------|----------|--------|---------|-------|-----|

The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

| RATES AND CHARGES FROM         |  | 01/07/2024            | TO | 30/06/2025           |
|--------------------------------|--|-----------------------|----|----------------------|
|                                |  | RATE LEVIED ON C.I.V. |    | BALANCES OUTSTANDING |
| General Rate                   |  | \$1,047.80            |    | \$1,047.80           |
| Land Use Rebate                |  | \$0.00                |    | \$0.00               |
| Optional Waste Charges         |  | \$0.00                |    | \$0.00               |
| Fire Service Property Levy     |  | \$171.10              |    | \$171.10             |
| Special Charge / Rate          |  | \$0.00                |    | \$0.00               |
| Waste Rates and Charges        |  | \$624.62              |    | \$624.62             |
| Arrears as at 30/06/2024       |  |                       |    | \$445.00             |
| Interest / Legal Costs         |  |                       |    | \$15.75              |
| <b>TOTAL RATES AND CHARGES</b> |  | <b>\$1,843.52</b>     |    | <b>\$2,304.27</b>    |

|                        |                                                                                                                               |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>**PLEASE NOTE :</b> | Rates for 2024/2025 are payable by four instalments on the following dates<br>30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025 |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------|

| OTHER CHARGES                |           |          |             |         |
|------------------------------|-----------|----------|-------------|---------|
| Account Number / Description | Principal | Interest | Interest To | Balance |
|                              |           |          |             |         |

**TOTAL OTHER CHARGES:**

**PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS**  
**TOTAL OUTSTANDING AT ISSUE DATE : \$2,304.27**

All overdue rates and charges must be paid at settlement..

**Property No : 700338**  
**Certificate No : eLIC072083**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2025**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 9 GOSSAMER WAY MICKLEHAM VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

Pursuant to section 24(5) of the Building Act 1993, a Community Infrastructure Levy is payable to Council prior to the issue of a building permit for each dwelling within this estate.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
08/11/2024

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 9833104

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

8th November 2024

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

|                                    |                                                               |
|------------------------------------|---------------------------------------------------------------|
| <b>Property Address:</b>           | 9 GOSSAMER WAY MICKLEHAM 3064                                 |
| <b>Applicant</b>                   | Melbourne Real Estate Conveyancing C/- InfoTrack (<br>LANDATA |
| <b>Information Statement</b>       | 30898376                                                      |
| <b>Conveyancing Account Number</b> | 7959580000                                                    |
| <b>Your Reference</b>              | 396012                                                        |

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

|                  |                               |
|------------------|-------------------------------|
| Property Address | 9 GOSSAMER WAY MICKLEHAM 3064 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

**Melbourne Water Property Information Statement**

|                  |                               |
|------------------|-------------------------------|
| Property Address | 9 GOSSAMER WAY MICKLEHAM 3064 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

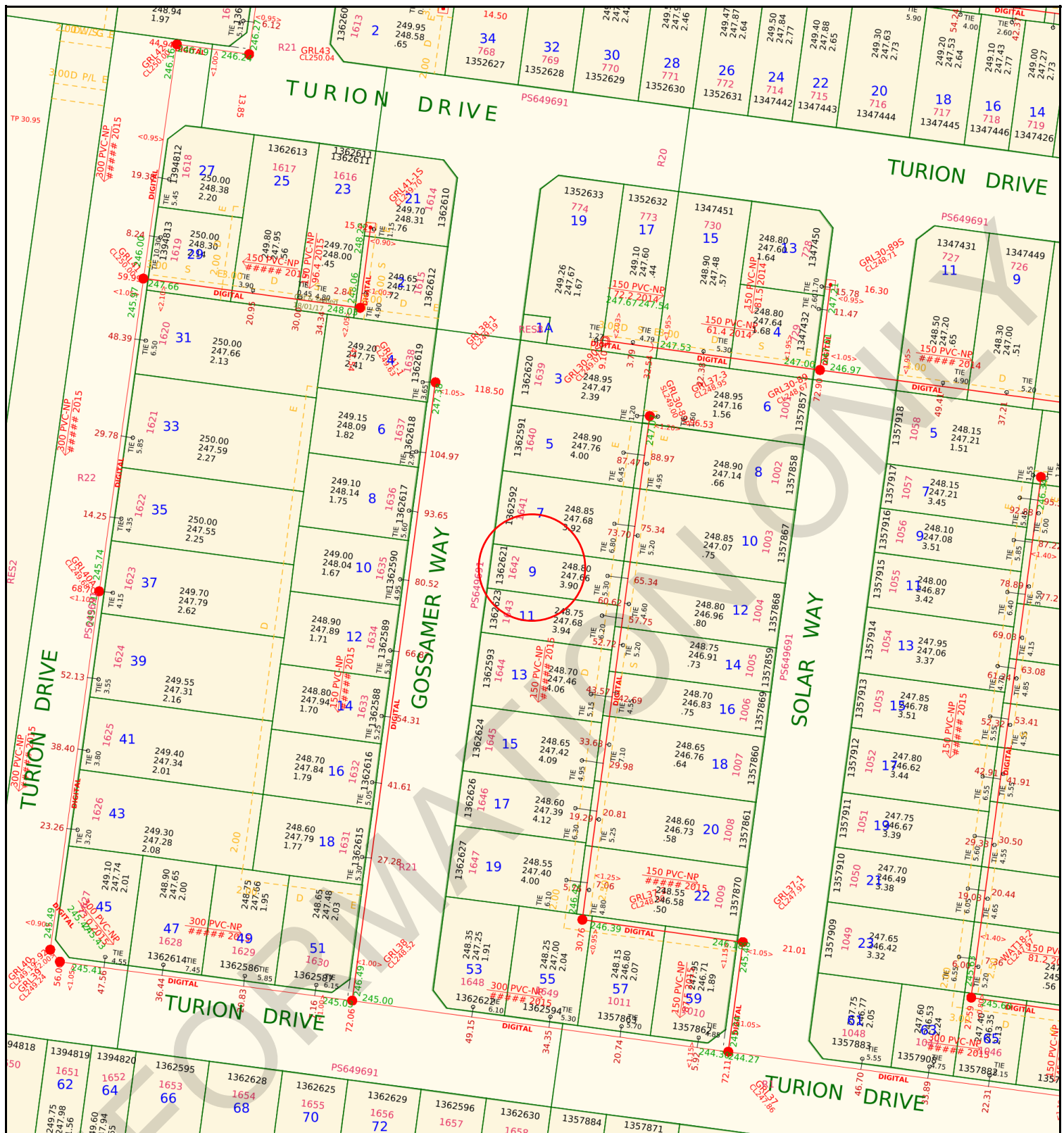
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.





# Yarra Valley Water Information Statement Number: 30898376

|         |                               |
|---------|-------------------------------|
| Address | 9 GOSSAMER WAY MICKLEHAM 3064 |
| Date    | 08/11/2024                    |
| Scale   | 1:1000                        |



|                 |  |                     |         |                                    |  |
|-----------------|--|---------------------|---------|------------------------------------|--|
| Existing Title  |  | Access Point Number | GLV2-42 | MW Drainage Channel Centreline     |  |
| Proposed Title  |  | Sewer Manhole       |         | MW Drainage Underground Centreline |  |
| Easement        |  | Sewer Pipe Flow     |         | MW Drainage Manhole                |  |
| Existing Sewer  |  | Sewer Offset        | <1.00>  | MW Drainage Natural Waterway       |  |
| Abandoned Sewer |  | Sewer Branch        |         |                                    |  |

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

24th September 2015

**Application ID: 179427**

### **CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

#### **Approval Detail**

##### **Sewer**

##### **Connection Or Disconnection Details**

| <b>Sewer Connection Description</b> | <b>PSP Number</b> |
|-------------------------------------|-------------------|
| <b>New YVW Sewer Branch</b>         | <b>1362621</b>    |

**Service Request Number: 6239042**

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **SEWER**

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

A new sewer branch is required to be constructed to service this development. The sewer branch must



be constructed by one of Yarra Valley Water's approved live sewer contractors (see attached list). Any unused branches at the site must be cut and sealed. The approved live sewer contractor will need to arrange an audit and Sewer Access Permit (no charge), by faxing a completed Sewer Access Permit Application form to our Control Room on 9872 2688, at least 3 clear working days before any work commences on the sewer. Please quote the Service Request Number referenced in the Conditions of Connection. Yarra Valley Water may then schedule an auditor to be present during the work. Where work is required in adjoining properties the owner must:

1. give reasonable notice and negotiate access with the respective owners well before any work commences, and
2. restore the property to its former condition in the area where work was performed.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

16th September 2015

**Application ID: 178656**

### **CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

#### **Approval Detail**

##### **Water**

##### **Required Services**

| <b>Product</b>                          | <b>Qty</b> |
|-----------------------------------------|------------|
| Recycled Water Audit Fee (Includes GST) | 1          |
| Combo Drinking Water & Recycled Water   | 1          |

##### **Sewer**

##### **Connection Or Disconnection Details**

| <b>Sewer Connection Description</b> | <b>PSP Number</b> |
|-------------------------------------|-------------------|
| <b>Water &amp; Sewer Connection</b> | 1362621           |

##### **Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **RECYCLED WATER**

### **Supplementary Conditions of Connection for Class A Recycled Water**

#### **IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER**

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

#### **Recycled Water Supply**

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

- **Environment Improvement Plan (EIP)**

- a) **Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

- a) **Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply

3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

**b) External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
2. An external recycled water tap must be installed to service the rear of the property
  - (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
  - (1) The whole body of the tap and handle must be coloured purple
  - (2) Tap to be the jumper valve type
  - (3) Tap handle must be the removable type
  - (4) Standard thread on tap outlet for garden hose bib
  - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
  - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
  - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
  - (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
  - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
  - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (4) 5/8" Male lugged elbow
  - (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words **"Do Not Drink"** and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

• **Uses of Recycled Water**



| USE OF CLASS A RECYCLED WATER                                             | YES (✓) or NO (X) |
|---------------------------------------------------------------------------|-------------------|
| Toilet flushing ( <b>excluding bidets</b> )                               | YES (✓)           |
| Garden irrigation                                                         | YES (✓)           |
| Washing cars/external walls                                               | YES (✓)           |
| Filling ornamental ponds                                                  | YES (✓)           |
| Fire fighting (not sprinklers)                                            | YES (✓)           |
| Construction purposes                                                     | YES (✓)           |
| Washing machines for clothes washing                                      | YES (✓)           |
| Drinking (human consumption)                                              | NO (X)            |
| Cooking or other kitchen purposes                                         | NO (X)            |
| Personal washing (baths, showers, basin, bidets)                          | NO (X)            |
| Evaporative coolers                                                       | NO (X)            |
| Indoor household cleaning                                                 | NO (X)            |
| Swimming pools or spas                                                    | NO (X)            |
| Recreation involving water contact e.g. children playing under sprinklers | NO (X)            |
| Fire sprinkler systems                                                    | NO (X)            |

### • Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
  - (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

### • Inspections For Recycled Water Plumbing Works

**The process for carrying out residential recycled water plumbing inspections has changed. As of 13<sup>th</sup> April 2015 Yarra Valley Water will be responsible for the following inspections:**

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)
- Stage 2 (R2) – On completion of the Roughing In (prior to plaster Installation)

**The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015**

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of

the Compliance Certificate)

Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water.

Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach.

Yarra Valley Water is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements of these Conditions of Connection not be met insofar as they relate to recycled water. If non-compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

### **Booking an Inspection for each stage of work**

#### **a) Residential**

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

- (1) Stage 1 (R1)** – On completion of the pipework between the meter and the house (prior to backfilling).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

- (2) Stage 2 (R2)** - On completion of the "roughing in" (prior to plaster installation).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the

#### Conditions of Connection

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

- (3) **Stage 3 (R3)** – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

This inspection will be carried out by the Victorian Building Authority up until **30th June 2015**.

**From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015**

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection
  - (1) Inspections can be booked from the following business day onwards during business hours depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

#### b) Non-Residential

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works as follows:**

- (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

- b) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

- c) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor

- (1) The drinking water property service pipe is to be PE pipe and must be water marked
- (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
- (3) PE pipe must not form any part of the water meter assembly
- (4) Any 25mm installation must be fitted with a right-angle ball valve
- (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
- (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided

3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

- **Locked Box**

- b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

- b) Recycled water meters are to be positioned to the left of the drinking water meter assembly

- c) The water meter assemblies **cannot be moved** by the private plumber
  - 1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  - 2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- d) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water
- **Stolen Meters**
  - b) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed
- **Owner's Responsibility**
  - b) It is the owner/s responsibility to carry out the following:
    - 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
    - 2. Remove the handle from the recycled water taps when not in use
    - 3. Ensure that all recycled water prohibition signs are visible and legible at all times
    - 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
  - c) For Irrigation Systems:
    - (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
    - (2) Class A Recycled Water must be used responsibly. To ensure positive public

- perception, irrigation during the middle of the day is not recommended
- (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's 'End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Any unused sewer connection branches at the site must be cut and sealed.

## AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

INFORMATION ONLY



Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6187515737  
**Rate Certificate No:** 30898376

**Date of Issue:** 08/11/2024  
**Your Ref:** 396012

With reference to your request for details regarding:

| Property Address                   | Lot & Plan    | Property Number | Property Type |
|------------------------------------|---------------|-----------------|---------------|
| 9 GOSSAMER WAY, MICKLEHAM VIC 3064 | 1642\PS649691 | 5122534         | Residential   |

| Agreement Type                   | Period                   | Charges  | Outstanding |
|----------------------------------|--------------------------|----------|-------------|
| Residential Water Service Charge | 01-10-2024 to 31-12-2024 | \$20.86  | \$20.86     |
| Residential Sewer Service Charge | 01-10-2024 to 31-12-2024 | \$119.50 | \$119.50    |
| Parks Fee                        | 01-10-2024 to 31-12-2024 | \$21.98  | \$21.98     |
| Drainage Fee                     | 01-10-2024 to 31-12-2024 | \$30.77  | \$30.77     |

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

|                                                |                                     |
|------------------------------------------------|-------------------------------------|
| Other Charges:                                 |                                     |
| Interest                                       | No interest applicable at this time |
| No further charges applicable to this property |                                     |
| Balance Brought Forward                        | \$0.00                              |
| Total for This Property                        | \$193.11                            |

The property above forms part of the property for which the charges below are applicable

| Property Address                     | Lot & Plan   | Property Number | Property Type |
|--------------------------------------|--------------|-----------------|---------------|
| 555 MT RIDLEY RD, MICKLEHAM VIC 3064 | 732\PS649691 | 5098612         | Superseded    |

| Agreement Type                                 | Period                              | Charges | Outstanding |
|------------------------------------------------|-------------------------------------|---------|-------------|
| Other Charges:                                 |                                     |         |             |
| Interest                                       | No interest applicable at this time |         |             |
| No further charges applicable to this property |                                     |         |             |
| Balance Brought Forward                        |                                     |         | \$0.00      |
| Total for This Property                        |                                     |         | \$0.00      |



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

**Property No:** 5122534

**Address:** 9 GOSSAMER WAY, MICKLEHAM VIC 3064

**Water Information Statement Number:** 30898376

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 61875157376

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

24th September 2015

Andrea Mandic (Nostra Homes Pty Ltd)  
Nostra Homes Pty Ltd  
care of  
andrea@nostrahomes.com.au

Dear Andrea Mandic (Nostra Homes Pty Ltd),

**APPLICATION FOR BUILD OVER CONDITIONS**

|                            |                               |
|----------------------------|-------------------------------|
| <b>Application ID</b>      | 179413                        |
| <b>Property Address</b>    | 9 GOSSAMER WAY MICKLEHAM 3064 |
| <b>Service Location ID</b> | 5122534                       |

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989. We have placed an encumbrance to this effect on the above property referencing these conditions.

For your planned development as submitted with this application to comply with these conditions, you must undertake remedial works to relocate or protect the property connection branch servicing this or an adjoining property in accordance with the *Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter*. Requirements are set out under specific conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

For more information and full explanations of conditions, please visit our website:  
[www.yvw.com.au/easyaccess](http://www.yvw.com.au/easyaccess).

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

| <b>Structures</b>                         |
|-------------------------------------------|
| <b>Residential or Habitable Structure</b> |

Details of the assets covered by these conditions are shown in the attached asset plans and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

| <b>Colour Code</b>            | <b>Interpretation</b>                                                                                                                                          | <b>Relevant condition and requirement</b>                                              |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Red circled area              | Your property's identification on the plan                                                                                                                     | For information relative to easements and assets                                       |
| Orange line                   | Boundary of easement                                                                                                                                           | Generally cannot be built over except as specified below                               |
| Red shaded area around assets | Assets and area that cannot be built over                                                                                                                      | Cannot build within one meter of these assets except if conditions are specified below |
| Yellow hatched area           | Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater | Cannot be built over except if conditions are specified below                          |
| Green highlighted             | Asset or easement that can be built over                                                                                                                       | Build over is subject to conditions below                                              |

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or visit our website [yvw.com.au/easyACCESS](http://yvw.com.au/easyACCESS) for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley'.

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

### **Conditions and definitions that apply under this consent:**

#### **Land:**

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

#### **Standard conditions:**

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owner's Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owner's Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for

any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.
8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

**Specific conditions:**

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main.
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.



5. Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600 mm

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted
6. Maximum width allowed for eaves is 600 mm

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut back/extended by one of Yarra Valley Water's approved live sewer contractors to achieve the minimum clearance.

The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point. Works must be performed by a Licensed Plumber.

The live sewer contractor will be responsible to record all changes to the sewer branch on the Property Sewerage Plan and a field note recording the alterations to the sewer branch and provide this field note to Yarra Valley Water. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

To complete the necessary alterations you must apply for conditions at either Yarra

Valley Water or an easyACCESS Plumbing Store, details are available on the Yarra Valley website [www.yvw.com.au](http://www.yvw.com.au)

For your planned development as submitted with this application, to comply with these conditions, you must undertake remedial works to relocate or protect the property connection branch servicing this or an adjoining property in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Requirements are set out under specific conditions.

**Notes:**

These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

The advice in this approval letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

## How to interpret the attached plans.

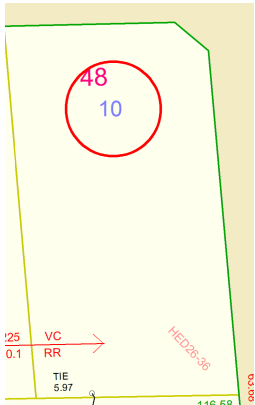
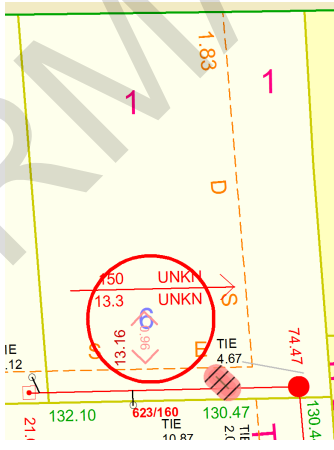
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

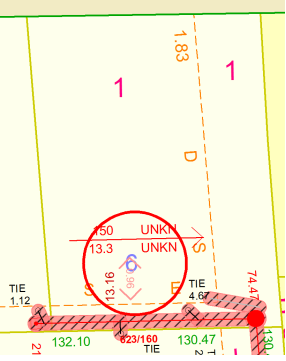
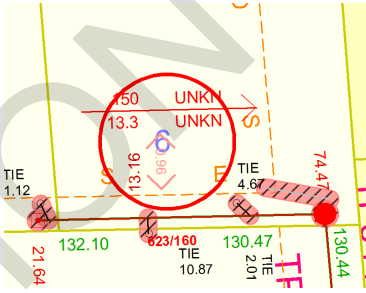
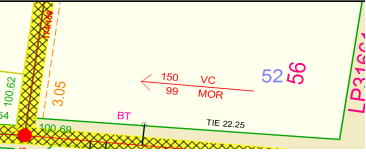
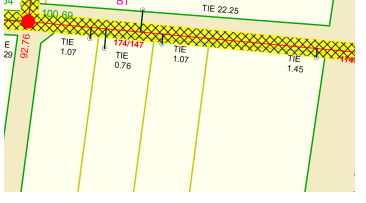
There are three types of plans provided.

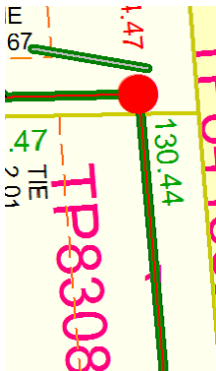
| Plan Type                         | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Asset Plan                        | An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Sewer Depth and Offset (SDO) Plan | <p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div><b>ASSET DETAILS</b><br/><b>Pipe Size:</b> 225<br/><b>Pipe Material:</b> VC<br/><b>Average Depth (m):</b> 3.13<br/>Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe.<br/>If pipe offset is not shown, it is unknown and will need to be proven on site.</div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p> |

| Plan Type                                                 | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------|--------------------------------|--|----------------|------------|-----------------|-------|---------------------|--|----------------|--|-----------------|--|-------------|--|----------------|--|-------------------|--|-----------------|--|------------------|--|
|                                                           | <div><div><div>Abbreviation Pipe Material</div><div>AC Abestos Cement<br/>CICL Cast Iron Cement Lined<br/>CI Cast Iron (Unlined)<br/>CI Cast Iron (CI 75")<br/>CU Copper Tube<br/>GWI Galvanised Wrought Iron<br/>MSCL Mild Steel Cement Lined<br/>MSEL Steel Enamel Lined<br/>MSW Mild Steel Welded<br/>UPVC Poly Vinyl Chloride</div></div><div><p>Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p><table><tr><td>Existing Title</td><td></td><td>Circular Access Point</td><td></td></tr><tr><td>Proposed Title</td><td></td><td>Offset Distance</td><td></td></tr><tr><td>Access Point Number</td><td></td><td>Square Manhole</td><td></td></tr><tr><td>Sewer Pipe Flow</td><td></td><td>End of Pipe</td><td></td></tr><tr><td>Existing Sewer</td><td></td><td>Maintenance Shaft</td><td></td></tr><tr><td>Change of Grade</td><td></td><td>Inspection Shaft</td><td></td></tr></table></div></div>                                                                                                                                                                                                                                      | Existing Title                                            |                                | Circular Access Point          |  | Proposed Title |            | Offset Distance |       | Access Point Number |  | Square Manhole |  | Sewer Pipe Flow |  | End of Pipe |  | Existing Sewer |  | Maintenance Shaft |  | Change of Grade |  | Inspection Shaft |  |
| Existing Title                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Circular Access Point                                     |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Proposed Title                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Offset Distance                                           |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Access Point Number                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Square Manhole                                            |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Sewer Pipe Flow                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | End of Pipe                                               |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Existing Sewer                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Maintenance Shaft                                         |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Change of Grade                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Inspection Shaft                                          |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Build Over Easement (BOE) Plans                           | <p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <div><table><tr><td rowspan="3">Yarra Valley Water<br/>Buildover Plan<br/>Reference: Plan F</td><td>Address</td><td colspan="2">WHITEHORSE ROAD BLACKBURN 3130</td></tr><tr><td>Date</td><td>20/04/2013</td><td rowspan="2"></td></tr><tr><td>Scale</td><td>400</td></tr></table><div><div><small>Disclaimer: This Buildover Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.</small></div><div><br/>ABN 93 066 902 501</div></div></div> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p> | Yarra Valley Water<br>Buildover Plan<br>Reference: Plan F | Address                        | WHITEHORSE ROAD BLACKBURN 3130 |  | Date           | 20/04/2013 |                 | Scale | 400                 |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
| Yarra Valley Water<br>Buildover Plan<br>Reference: Plan F | Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           | WHITEHORSE ROAD BLACKBURN 3130 |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
|                                                           | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           | 20/04/2013                     |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |
|                                                           | Scale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 400                                                       |                                |                                |  |                |            |                 |       |                     |  |                |  |                 |  |             |  |                |  |                   |  |                 |  |                  |  |

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

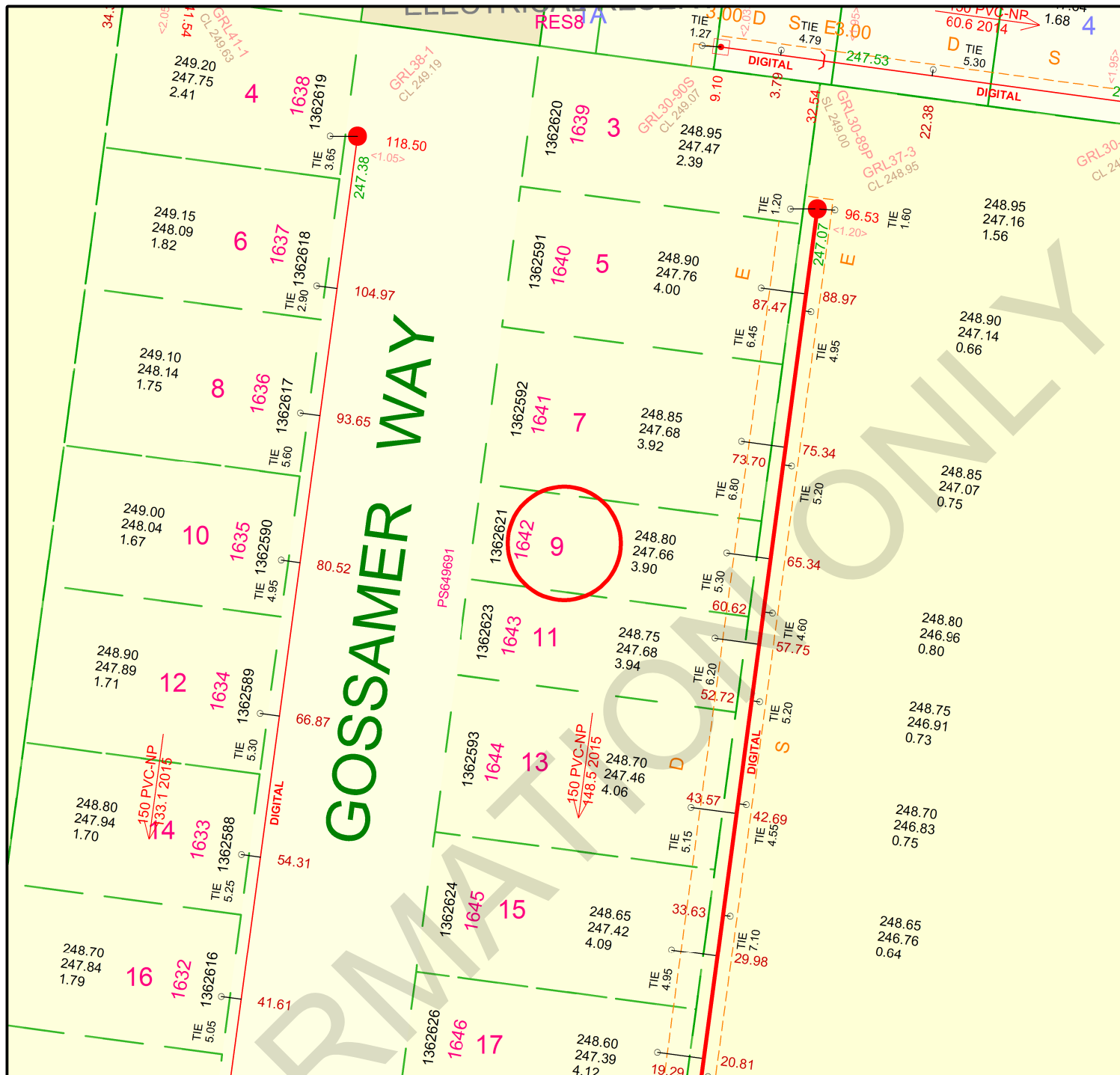
| Colour Code      | Interpretation                                                                                                                                                                                                                                                                                                                                                        | Relevant condition and requirement                                                                                                                                                                                                                                                                                                                                                                          |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Red circled area | <p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>                                                                                                 | <p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p> |
| Orange line      | <p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p> | <p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>                                                                                                                   |

| Colour Code                                                                          | Interpretation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Relevant condition and requirement                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Red shaded area around assets</p> <p>Shown as <b>Condition C</b> on BOE plans</p> | <p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p>  <p>In this example there are four branches near the property, including branches that service other properties.</p>                                                                                                                                                               | <p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p> |
| <p>Yellow hatched area</p> <p>Shown as <b>Condition B</b> on BOE plans</p>           | <p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p> | <p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>                                                                                                                                             |

| Colour Code                                                                    | Interpretation                                                                                                                                                                                                                                                                                                                                                | Relevant condition and requirement                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Green highlighted asset</p> <p>Shown as <b>Condition A</b> on BOE plans</p> | <p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p> | <p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p> |

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 9 GOSSAMER WAY MICKLEHAM 3064

|       |            |
|-------|------------|
| Date  | 24/09/2015 |
| Scale | 500        |



Yarra  
Valley  
Water

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

|                     |  |
|---------------------|--|
| Existing Title      |  |
| Proposed Title      |  |
| Access Point Number |  |
| Sewer Pipe Flow     |  |
| Existing Sewer      |  |
| Change of Grade     |  |

|                       |  |
|-----------------------|--|
| Circular Access Point |  |
| Offset Distance       |  |
| Square Manhole        |  |
| End of Pipe           |  |
| Maintenance Shaft     |  |
| Inspection Shaft      |  |
| Pump Station          |  |
| Ventilation           |  |

| Abbreviation Pipe Material |                     |
|----------------------------|---------------------|
| VC                         | VITREOUS CLAY       |
| PVC-NP                     | UPVC - Non Pressure |
| PVC-PW                     | UPVC - Profile Wall |
| CONC                       | CONCRETE            |
| RC/UCON                    | CC Re/Un-reinforced |
| PP_SW                      | POLYPROPYLENE       |
| HDPE                       | POLYETHYLENE        |
| CI                         | CAST IRON           |

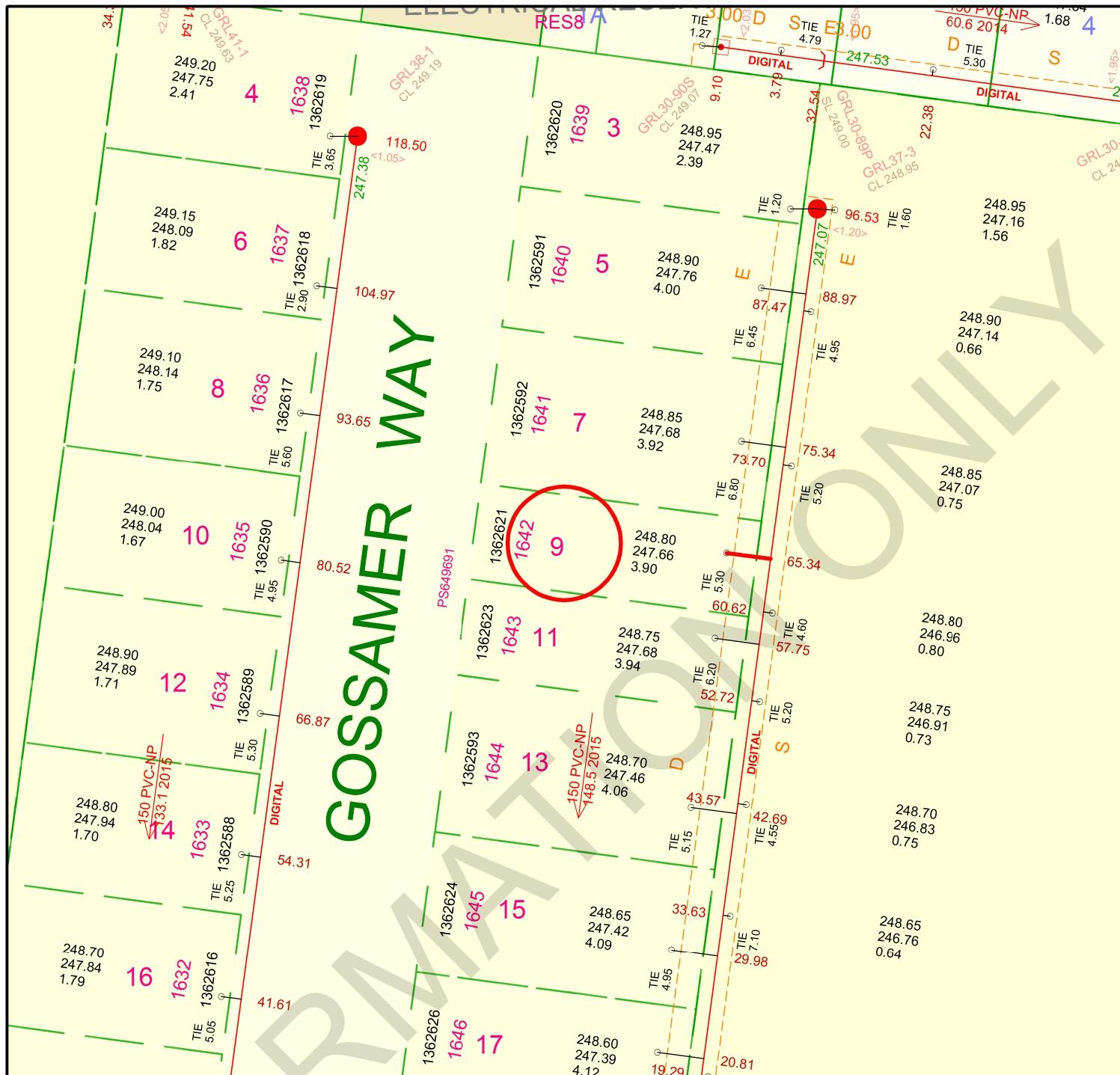
## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.98  
**Branch Length (m):** 3.903

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 5122534





## Yarra Valley Water Sewer Branch Asset Map

Address 9 GOSSAMER WAY MICKLEHAM 3064

|       |            |
|-------|------------|
| Date  | 24/09/2015 |
| Scale | 500        |



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title



Proposed Title



Access Point Number



Sewer Pipe Flow



Existing Sewer



Change of Grade



Circular Access Point



Offset Distance



Square Manhole



End of Pipe



Maintenance Shaft



Inspection Shaft



Pump Station



Ventilation



Abbreviation Pipe Material

VC VITREOUS CLAY  
PVC-NP UPVC - Non Pressure  
PVC-PW UPVC - Profile Wall  
CONC CONCRETE  
RC/UCONCC Re/Un-reinforced  
PP\_SW POLYPROYLENE  
HDPE POLYETHYLENE  
CI CAST IRON

### ASSET DETAILS

**Branch Size:** 100

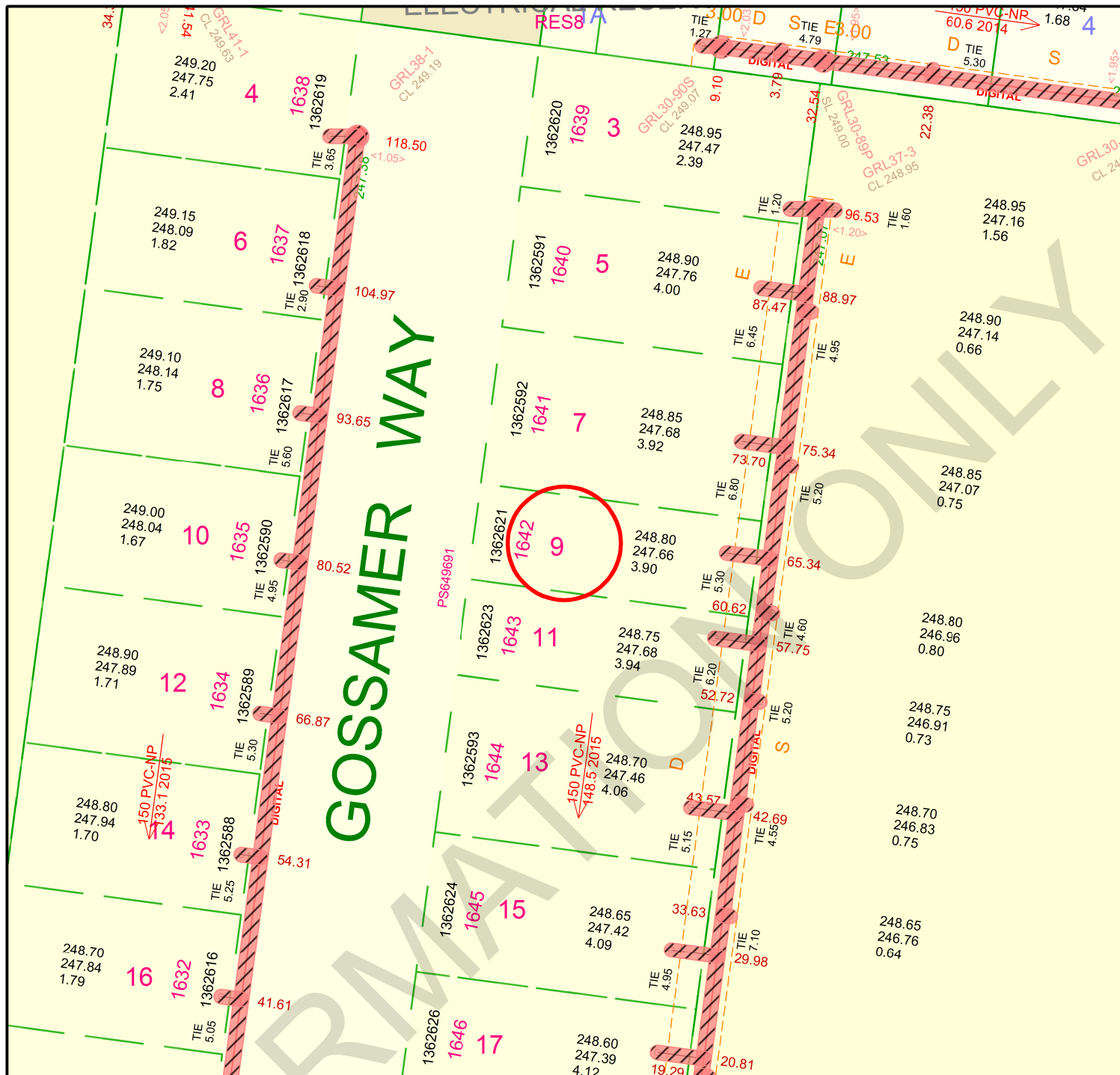
**Branch Material:** PVC-NP

**Branch Depth (m):** 1.14

**Branch Length(m)** 3.903

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

**YVW Ref:** 5122534



# **Yarra Valley Water Buildover: Plan B Residences & Habitable Structures**

**Address** 9 GOSSAMER WAY MICKLEHAM 3064

**Date** 24/09/2015

**Scale** 500



Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title



Circular Access Point



Offset Distance



Proposed Title



Junction



End of Pipe



Access Point Number



Gas Check Manhole



Maintenance Shaft



Sewer Pipe Flow



Square Manhole



Long Branch Reducer



Abandoned Sewer



Rectangle Manhole



Pump Station



Existing Sewer



Chambered Manhole



Ventilation



Change of Grade



Inspection Shaft



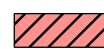
## **PLAN REFERENCE CONDITION**



Condition A



Condition B



Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 179413**

Property Clearance Certificate
Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (24/3094AJ, 80669218, 09 NOV 2024, ESYSPROD)

Land Address: 9 GOSSAMER WAY MICKLEHAM VIC 3064

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 42341038, 1642, 649691, 11596, 273, \$975.00

Vendor: MELINA ALESSI & STEVEN RAYMOND PATTERSON
Purchaser: FOR INFORMATION PURPOSES

Table with 7 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MELINA ALESSI, 2024, \$220,000, \$975.00, \$0.00, \$975.00

Comments:

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. (Empty row)

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. (Empty row)

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Field (CAPITAL IMPROVED VALUE, SITE VALUE, CURRENT LAND TAX CHARGE) and Value (\$490,000, \$220,000, \$975.00)



# Notes to Certificate - Land Tax

**Certificate No:** 80669218

## 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" 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 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 = \$975.00

Taxable Value = \$220,000

Calculated as \$975 plus ( \$220,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 80669218

### 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](http://www.bpay.com.au)

### CARD



Ref: 80669218

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 24/3094AJ   |
| Certificate No: | 80669218    |
| Issue Date:     | 09 NOV 2024 |
| Enquires:       | ESYSPROD    |

|                                                 |                           |                |                                     |                                                          |             |
|-------------------------------------------------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| Land Address: 9 GOSSAMER WAY MICKLEHAM VIC 3064 |                           |                |                                     |                                                          |             |
| Land Id                                         | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
| 42341038                                        | 1642                      | 649691         | 11596                               | 273                                                      | \$0.00      |
| AVPCC                                           | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment                                                  |             |
| 120                                             | 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: | \$490,000 |
| SITE VALUE:             | \$220,000 |
| CURRENT CIPT CHARGE:    | \$0.00    |



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80669218

## 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](http://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



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 24/3094AJ   |
| Certificate No: | 80669218    |
| Issue Date:     | 09 NOV 2024 |

Land Address: 9 GOSSAMER WAY MICKLEHAM VIC 3064

| Lot  | Plan   | Volume | Folio |
|------|--------|--------|-------|
| 1642 | 649691 | 11596  | 273   |

Vendor: MELINA ALESSI & STEVEN RAYMOND PATTERSON

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.

Paul Broderick  
Commissioner of State Revenue

|                                    |
|------------------------------------|
| CURRENT WINDFALL GAINS TAX CHARGE: |
| \$0.00                             |



# Notes to Certificate - Windfall Gains Tax

Certificate No: 80669218

### 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><div>BPAY</div><div></div><div>Billers Code: 416073<br/>Ref: 80669211</div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div> | <div><div>CARD</div><div></div><div>Ref: 80669211</div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div> | <div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1086839

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA  
DOCKLANDS

## VENDOR

PATTERSON, STEVEN RAYMOND

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 1642 PLAN PS649691 ALSO KNOWN AS 9 GOSSAMER WAY MICKLEHAM  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

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

08 November 2024

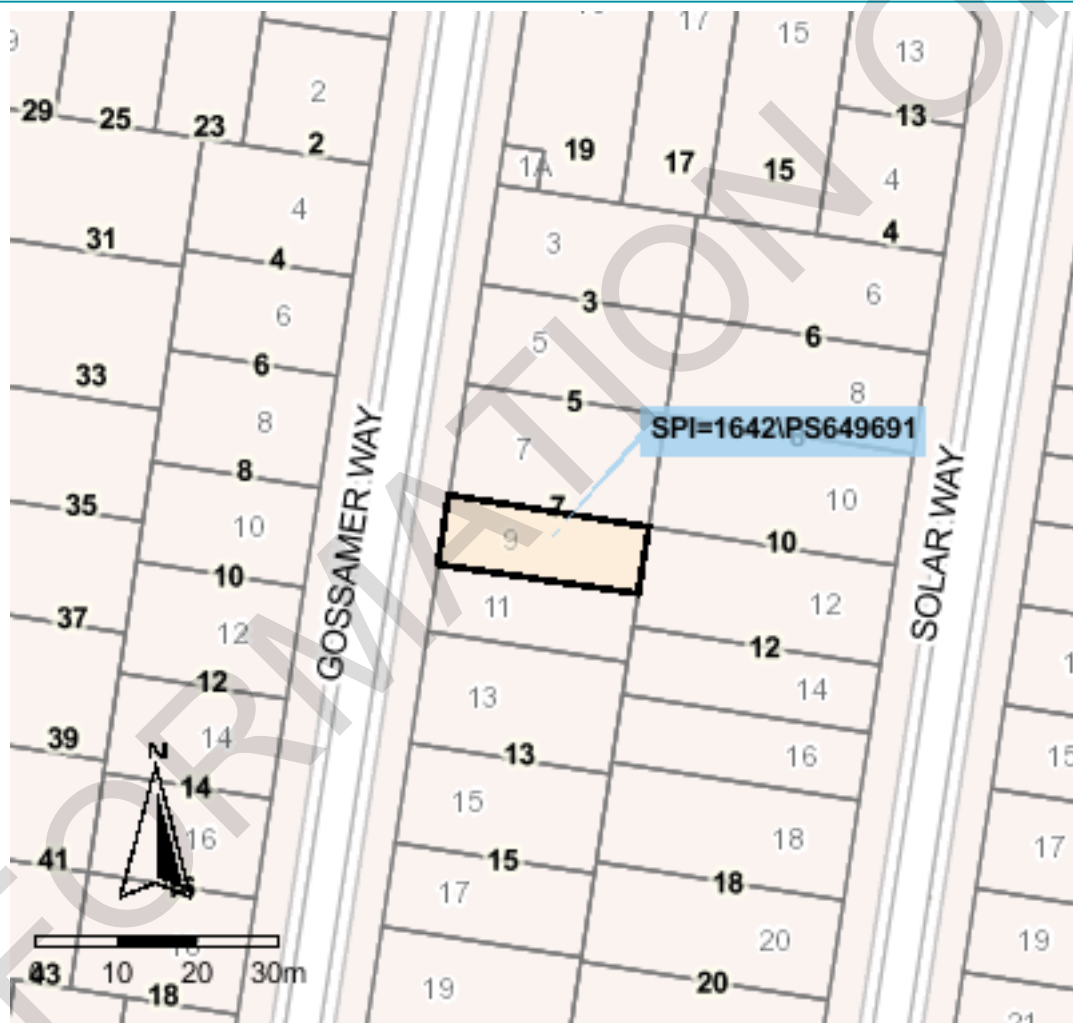
**Sonya Kilkeny**  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 8th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

9 GOSSAMER WAY, MICKLEHAM 3064  
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 8th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 10 December 2024 10:58 AM

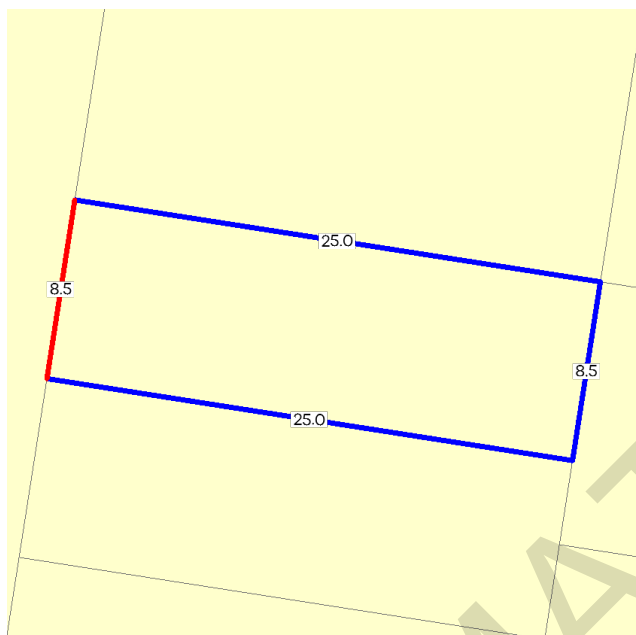
## PROPERTY DETAILS

Address: **9 GOSSAMER WAY MICKLEHAM 3064**  
Lot and Plan Number: **Lot 1642 PS649691**  
Standard Parcel Identifier (SPI): **1642\PS649691**  
Local Government Area (Council): **HUME**  
Council Property Number: **700338**  
Directory Reference: **Melway 386 A2**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 212 sq. m

**Perimeter:** 67 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

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

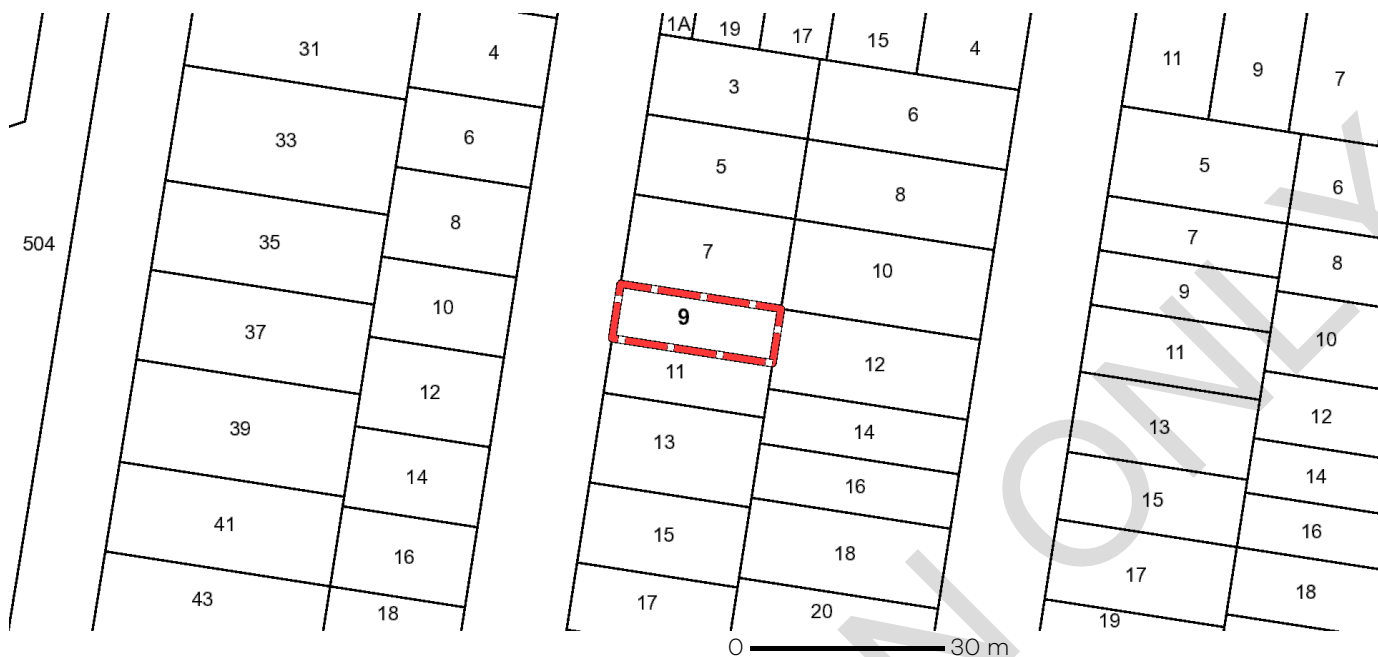
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 December 2024 10:58 AM

## PROPERTY DETAILS

Address: **9 GOSSAMER WAY MICKLEHAM 3064**  
Lot and Plan Number: **Lot 1642 PS649691**  
Standard Parcel Identifier (SPI): **1642\PS649691**  
Local Government Area (Council): **HUME**  
Council Property Number: **700338**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 386 A2**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Note

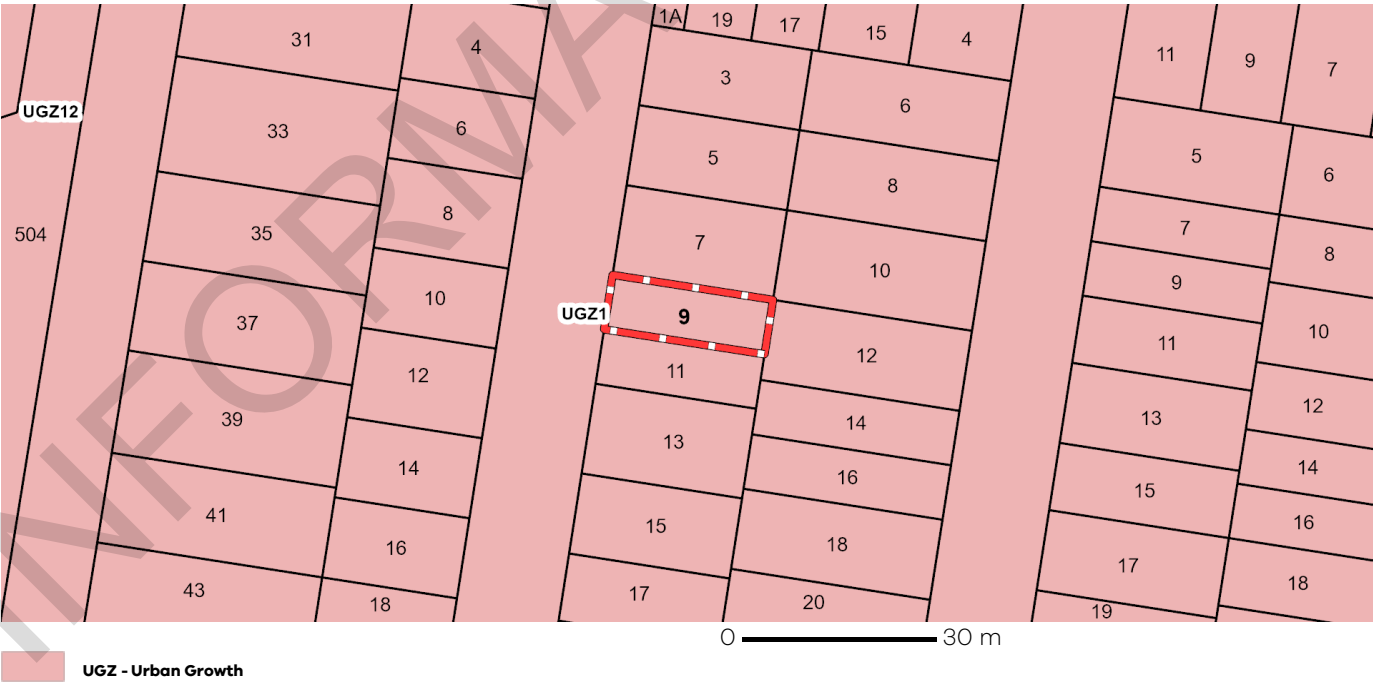
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



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

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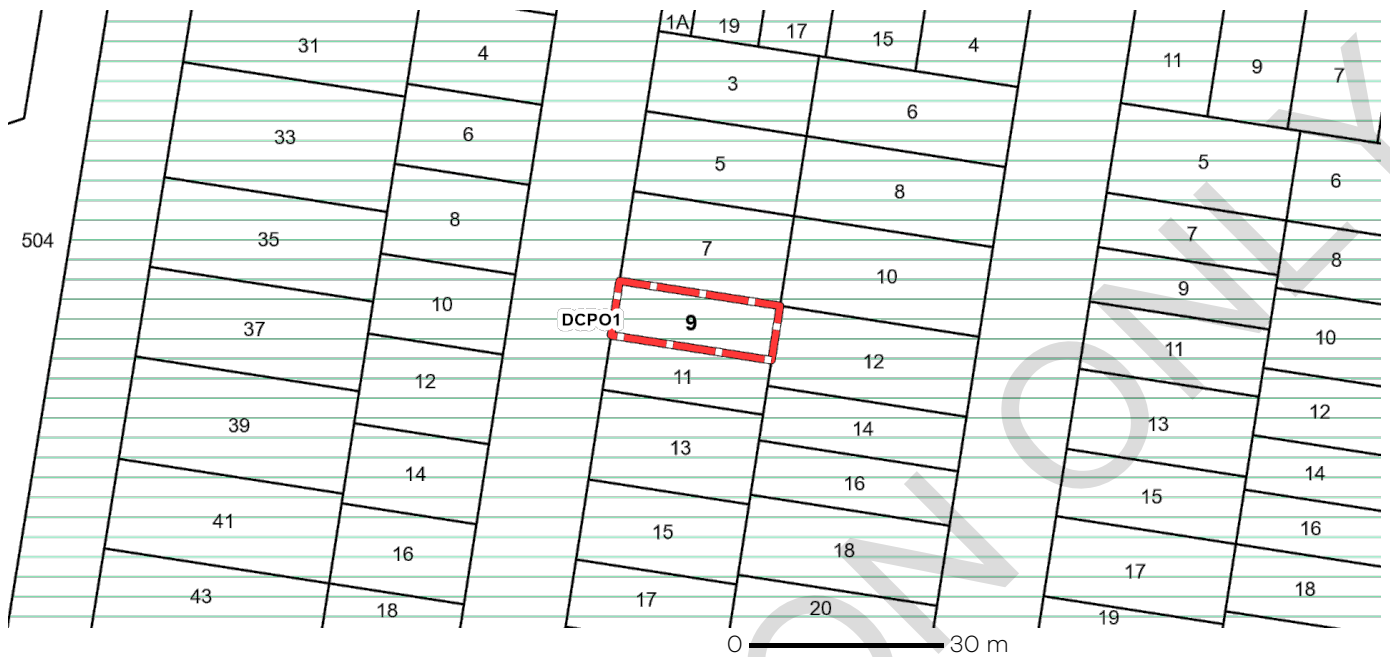
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



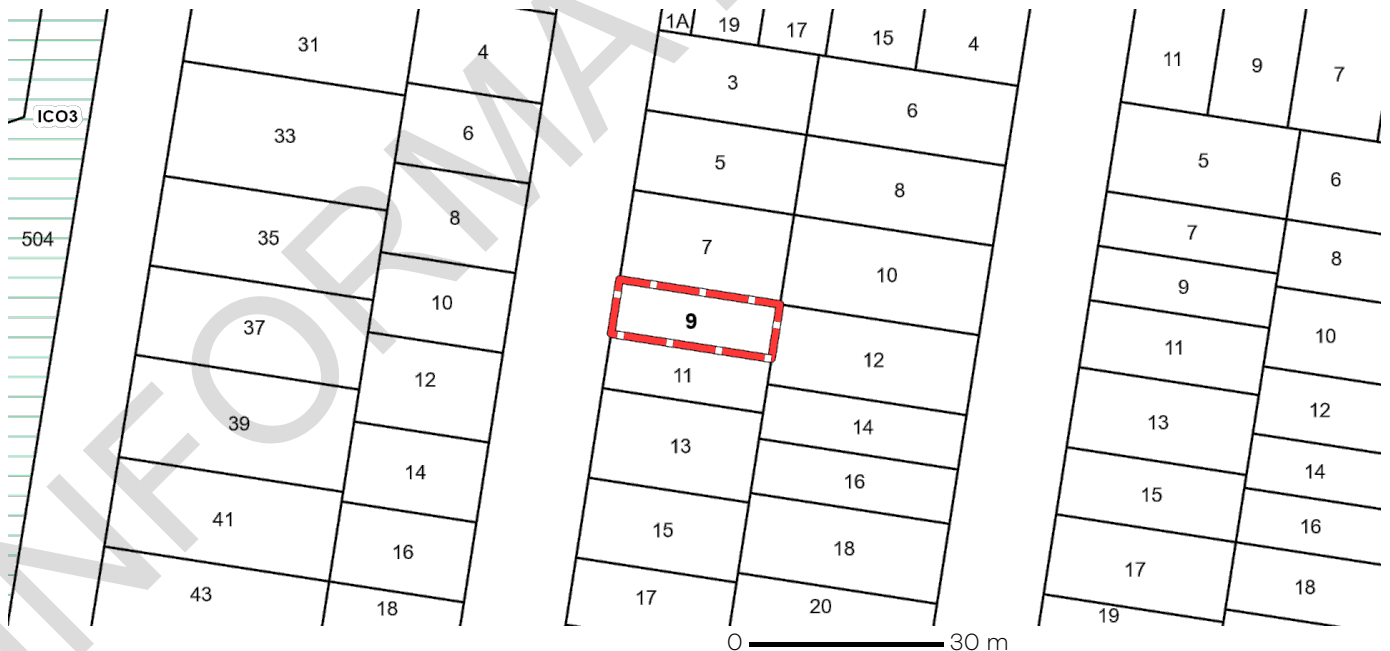
 **DCPO - Development Contributions Plan Overlay**

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

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

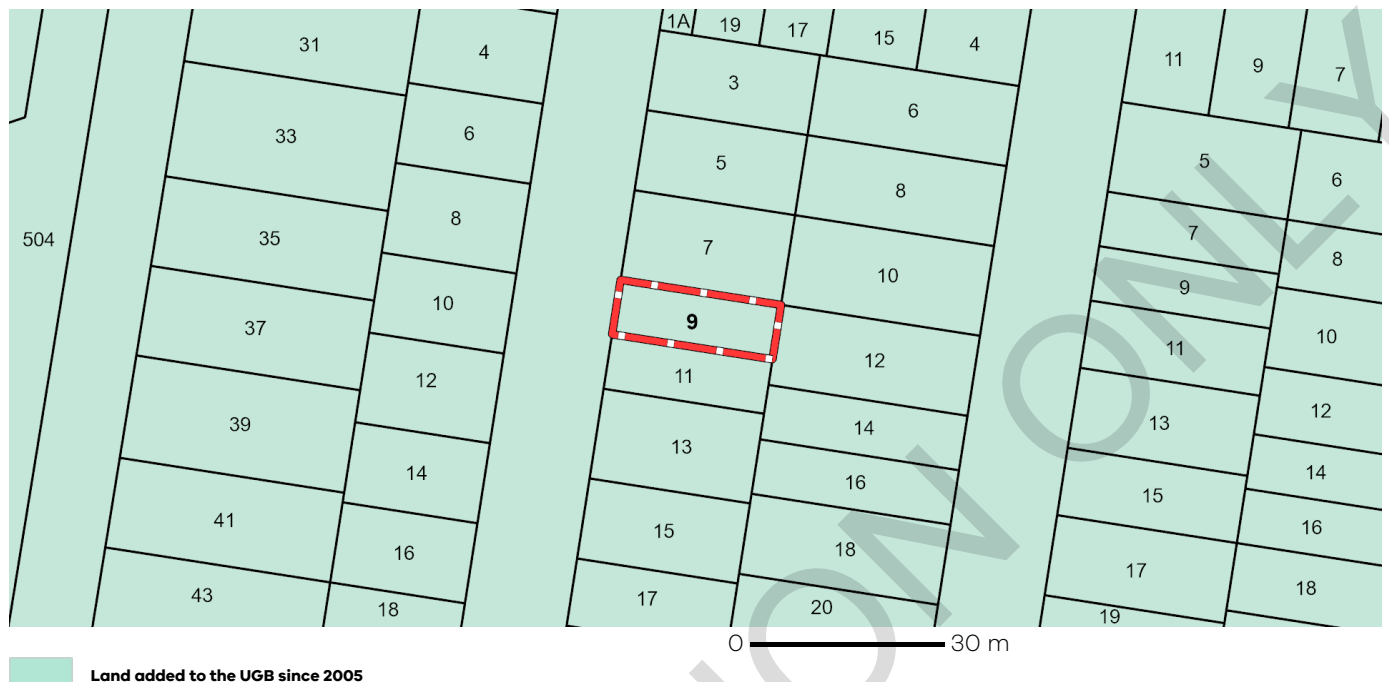


 **ICO - Infrastructure Contributions Overlay**

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

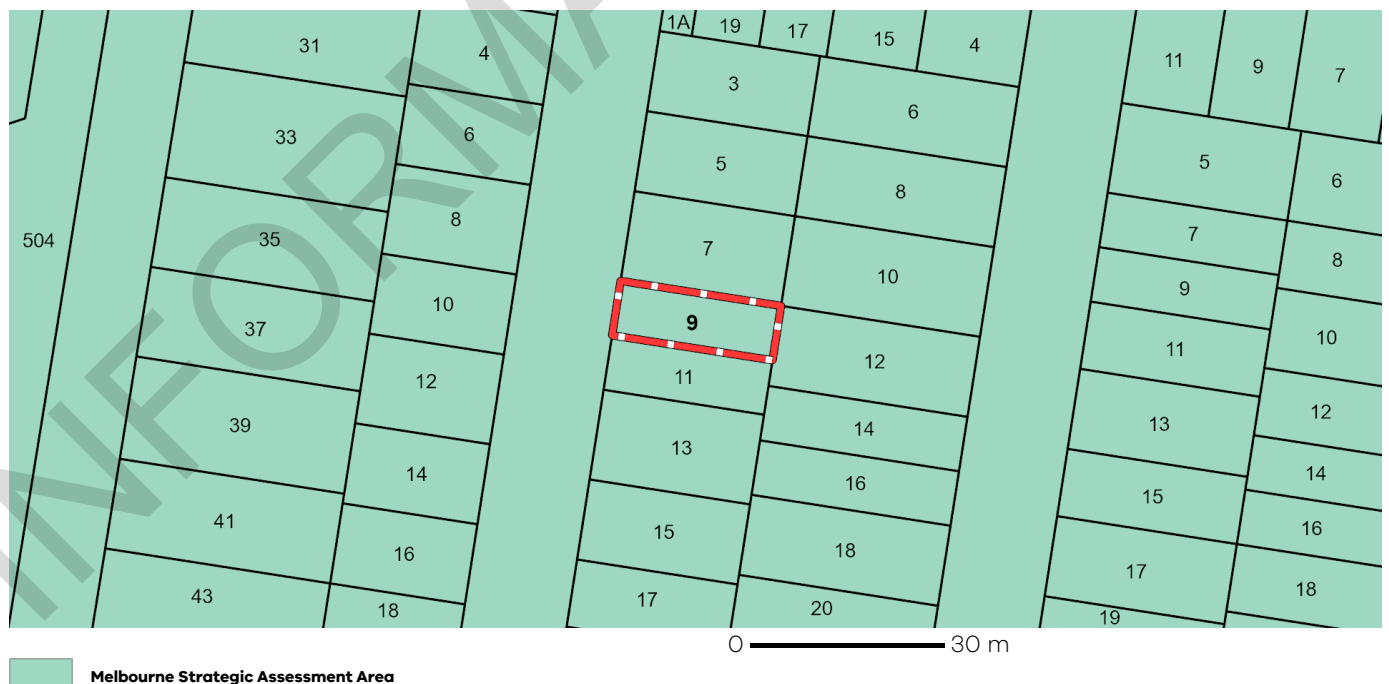
## Growth Area Infrastructure Contribution

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](https://www.vpa.vic.gov.au/)



## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.  
Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>





## Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

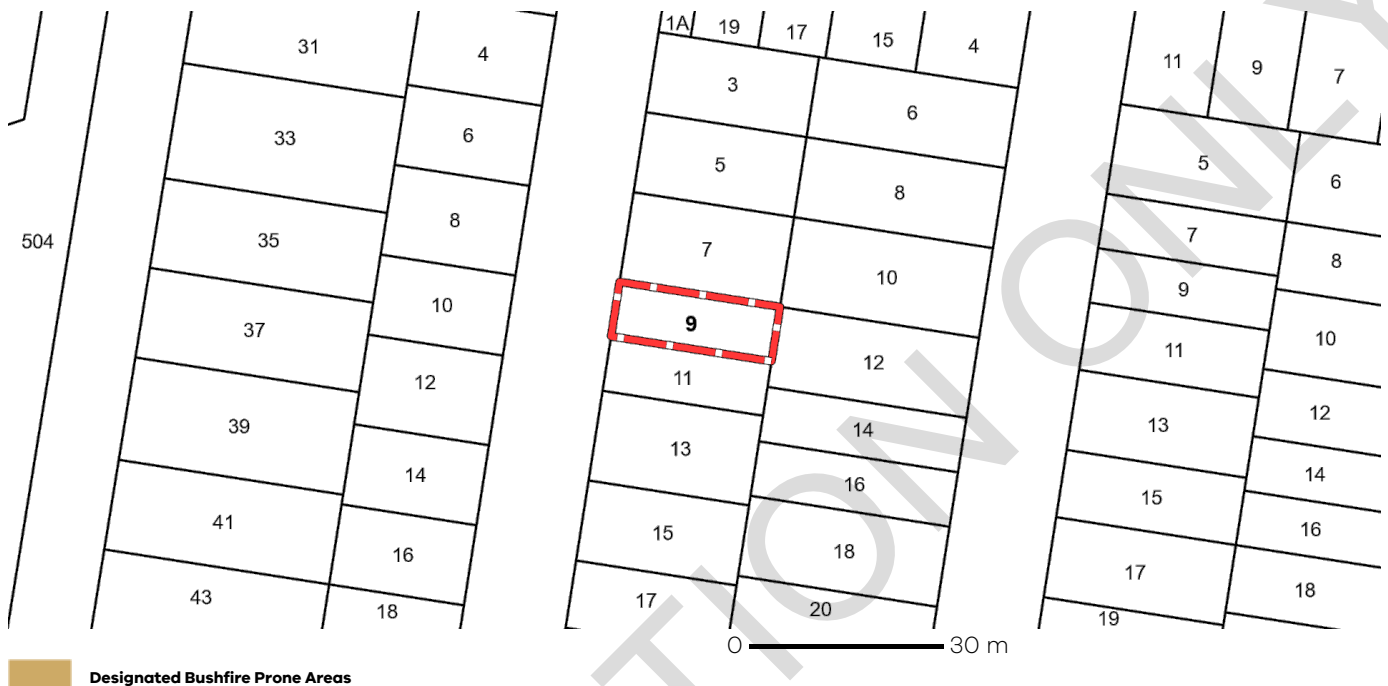
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

DATED

2024

**STEVEN RAYMOND PATTERSON  
MELINA ALESSI**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 9 GOSSAMER WAY MICKLEHAM VIC 3064**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: AJ:24/3094AJ